

MASTER AGREEMENT BETWEEN

HOWARD LAKE-WAVERLY-WINSTED

INDEPENDENT

SCHOOL DISTRICT NUMBER 2687

AND

EDUCATION MINNESOTA

HOWARD LAKE-WAVERLY-WINSTED

~~2021-2023~~

2023-2025

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ARTICLE I
PURPOSE

This Agreement is entered into between Independent School District No. 2687, Howard Lake-Waverly-Winsted, Minnesota, hereinafter referred to as the School District or District, and Education Minnesota Howard Lake-Waverly-Winsted, hereinafter referred to as the exclusive representative or association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, 179A.07 hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the term of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. RECOGNITION: In accordance with the P.E.L.R.A., the School District recognizes Education Minnesota Howard Lake-Waverly-Winsted as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. APPROPRIATE UNIT: The exclusive representative shall represent all the teachers of the District as defined in this Agreement and in said Act.

ARTICLE III
DEFINITIONS

Section 1. TERMS AND CONDITIONS OF EMPLOYMENT: "Terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the District's personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. Terms and conditions of employment are subject to the P.E.L.R.A.

Section 2. TEACHER: For purposes of this Agreement, the term, "teacher," shall mean any person employed by the School District in a position for which licensure is required by the State of Minnesota or in a position of physical therapist or occupational therapist, except Superintendent, assistant superintendent, principal and assistant principal who devote more than 50% of time to administrative or supervisory duties, and daily substitute teachers who do not replace the same teacher for more than 30 working days.

Section 3. DISTRICT or SCHOOL DISTRICT: For purposes of administering this Agreement, the word/term "District/School District," shall mean the School Board or its designated representative(s).

Section 4. OTHER TERMS: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

Section 1. INHERENT MANAGERIAL RIGHTS: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. MANAGEMENT RESPONSIBILITIES: The exclusive representative recognizes the right and obligation of the School Board to manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. EFFECT OF LAWS, RULES, AND REGULATIONS: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by Federal Law and the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement, found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of District rights and functions shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V TEACHER RIGHTS

Section 1. RIGHT TO VIEWS: Pursuant to the P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative; nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. RIGHT TO JOIN: Pursuant to the P.E.L.R.A., teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 3. REQUEST FOR DUES CHECK-OFF: Any teacher may sign and deliver to the union president an assignment authorizing deduction of membership dues to the Association or the teacher organization of his/her selection. Such authorization shall continue in effect from year to year unless revoked in writing to the union president between September 1 and September 30 of any year. Pursuant to such authorization, the District shall deduct such dues equally over 20 payrolls beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following June.

Section 5. RESIDUAL RIGHTS: All teachers covered who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copy written or sold by the District.

Section 6. SELECTION OF REPRESENTATIVES: Neither party in any negotiations shall have any control over the selection of the negotiations or bargaining representatives of the other party. The District and Association mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and make tentative agreements in the course of negotiations.

Section 7. PUBLICATION OF THE AGREEMENT: There shall be three signed copies of the final Agreement for the purposes of record: one retained by the District, one by the Association, and one by the Superintendent. Copies of this Agreement shall be printed at the expense of the District within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the District. Further, the District shall furnish ten (10) copies of the Master Agreement to the Association for its use.

Section 8. TEACHER EVALUATION:

Subd. A. 1. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge by the teacher.

2. The teacher shall be given a copy of any class visit or evaluation report prepared by his/her supervising principal should the teacher request a copy. No evaluation reports shall be submitted to the District office, placed in the teacher's files, or otherwise acted upon without showing the evaluation to the teacher. The teacher and supervising principal shall both sign the evaluation.

Subd. B. 1. Probationary teachers will be observed by an appropriate supervisor in at least three different quarters during that school year. Supervisors will establish a schedule for observations and distribute them to teachers by September 20th. A Pre-Observation meeting will occur within two weeks prior to the observation. A Post-Observation meeting will occur within three weeks post observation.

~~2. If a probationary teacher who is denied continuing contract status requests the reason for such denial, such reasons will be given to him/her in writing.~~

~~3. Probationary teachers denied continuing contract status or not being employed for the following school year will be notified by July 1.~~

Subd. C. If a probationary teacher who is denied continuing contract status requests the reason for such denial, such reasons will be given to him/her in writing. Probationary teachers denied continuing contract status or not being employed for the following school year will be notified by July 1.

Subd. ~~C~~ D No material critical of a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copies to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher

shall have the right to submit a written answer to such material, and his/her answer will be reviewed by the Superintendent and attached to the file copy.

Subd. D E. At the discretion of the supervising principal or Superintendent, complaints regarding a teacher's professional performance made to the supervising principal or Superintendent that **could lead to disciplinary action** will be called to the attention of the teacher ~~on an informal basis~~ **in a meeting with union representation**. If the discussion between the teacher and the supervising principal or Superintendent is able to resolve the allegation, no further action will be taken unless the teacher's professional behavior was so inappropriate that it warrants or justifies the placement of a letter of reprimand in the teacher's personnel file. Any complaints for the second time will be documented and placed in the teacher's file.

Subd. E F. The Association recognizes the authority and responsibility of the supervising principal or other immediate superior to discipline or reprimand a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded, the teacher will be entitled to have a representative present, designated by the teacher.

Subd. F G. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any suspension of a teacher, pending charges, shall be with pay.

Section 9. SCHOOL LEADERSHIP TEAM AND ADVISORY COMMITTEE:

Subd. A. Duties of a school leadership team and advisory committee members will include:

1. School-wide planning or advisory curriculum development.
2. Attendance at meetings set by the building principal during the contractual day.
3. Attendance at 12 hours of school leadership team or advisory committee meetings – hours will be outside the contracted day as agreed upon by the school leadership team and advisory committee members.

Subd. B. Each school leadership team and advisory committee member shall receive 12 hours of pay or comp hours for his/her employment as such at the rates on Schedule F. The building principal shall retain the right to appoint or not to appoint members of the school leadership team and advisory committee. A school leadership team shall consist of four to six teacher members, and the advisory committee shall consist of 5-7 members at the Middle and High School levels and 2-3 per building at the Elementary level.

Subd. C. The school leadership team and advisory committee members shall be directly responsible to the supervising principal.

Subd. D. Such school leadership team members shall not be considered supervisory employees as defined in the P.E.L.R.A.

Section 10. SUBSTITUTE TEACHERS:

Subd. A. Every effort will be made to secure a licensed substitute teacher before a full-time, licensed teacher is asked to serve as a substitute during his/her preparation period.

Subd. B. In those cases when licensed substitute teachers are not available and a full-time teacher voluntarily agrees to serve as a substitute during his/her preparation period, said teacher shall be paid an additional amount as set forth in Schedule F for each full period of substitution. Such assignments will be made by the principal of the school and will be distributed as equitably as possible among the school's teachers. "Period" shall mean the normal length of a teacher's class or approximately 50 minutes in the high school and middle school. In elementary if a teacher prep is split in half, a "period" shall mean a class of approximately 25 minutes, and shall be paid at the rate of one half the amount as set forth in Schedule F.

Subd. C. If a teacher agrees to serve as a substitute during his/her preparation period, and he/she covers as a substitute for more than one class, the teacher shall receive an additional amount as set forth in Schedule F for each class covered beyond the initial class covered. All teachers who take on an additional class of students during their teaching periods, shall receive an additional amount as set forth in Schedule F per class period.

Section 11. TEACHER RIGHTS: The District shall make every reasonable effort to maintain facilities and teacher working conditions within the School District at the highest minimum standards. Teachers may make suggestions for improvement during meet and confer sessions.

Section 12. MAINTAINING LICENSURE: Teachers may not drop a teaching license at the time they were hired without the Superintendent's written approval if they have taught in that licensure area in the School District in the last five (5) years. If a teacher initiates the dropping of a license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights or realignment rights in another licensure area. Failure to maintain licensure that resulted in a lane change will result in loss of lane placement received through credits earned for that license.

ARTICLE VI ASSOCIATION SECURITY

Section 1. USE OF DISTRICT PROPERTY: Duly authorized representatives of the Association and their respective affiliates, after checking in at the District office, shall be permitted to transact official Association business on District property at all reasonable times, provided that this shall not interfere with or interrupt normal District operations.

Section 2. USE OF DISTRICT FACILITIES AND EQUIPMENT: The teachers shall have the same rights to use District facilities and equipment, including typewriters, computers, copiers, fax machines, and all types of audiovisual equipment when such equipment is not otherwise in actual use as is permitted by School Board policy relating to any private organization and subject to the right of the School District to assess charges for such usage consistent with the policies relating to private organizations. This is not to include use for School District assignments. School District purposes shall have priority.

Section 3. INFORMATION: The District agrees to furnish to the Association upon written request, all information concerning the financial resources of the district, including, but not limited to, annual financial reports and audits, register of licensed personnel, budgetary requirements and allocations, agendas and minutes of all School Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and degree level. Mechanical or photo-process copies of such information may be made by the Association. The District agrees to furnish a copy of each item, and the Association agrees to pay a reasonable cost for additional copies.

Section 4. MEET AND CONFER: The School District shall meet and confer with the Association, or its designated representative, pursuant to the P.E.L.R.A. ~~The following will be in attendance for each Meet and Confer meeting: 1-3 school board members, the superintendent, and any other pertinent staff members.~~

Section 5. LABOR MANAGEMENT/ACTION COMMITTEE: The School District, with its employees, will develop a labor management action committee.

Section 6. CHARGING FOR DISTRICT BUILDING USE: The Association and its representatives shall have the right to use District buildings for meetings, provided that when special custodial service is required, the District may make a reasonable charge therefore.

Section 7. ASSOCIATION LEAVE: At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association for the purpose of conducting the duties of the Association. The Association agrees to notify, in writing, the District as soon as possible prior to the date for intended use of said request for leave.

ARTICLE VII TEACHER HOURS AND TEACHING LOAD

Section 1. BASIC DAY: The duty day shall be ~~480 consecutive minutes in length, commencing at a reasonable time;~~ eight (8) hours in length and shall include teaching time, preparation time and lunch period. The only exception to the length of the basic day shall be for the purpose of evening parent/teacher conferences, evening open houses, evening student orientation or registration, high school awards night, kindergarten round-up or related events, and evening elementary musical supervision. These events shall be limited to no more than 16 hours per teacher per school year and shall be matched by 2 full days of compensatory time off scheduled during the regular school year. Events that are part of the 16 hours will not constitute more than eight separate events. Any events beyond the 16 hours per teacher per school year shall be paid at a rate as set forth in Schedule F or with compensatory time.

Section 2. BUILDING HOURS: Teachers shall be in their assigned buildings available for duty during the hours established for their building. ~~The individual building hours may vary according to the educational programs offered and faculty/committee meetings. Unexcused time missed shall be deducted from the next month's salary at the rate of 1 divided by the number of contract days referenced in the School Board adopted calendar in ARTICLE X, Section 1.~~

Section 3. DUTY FREE LUNCH PERIOD: Teachers will have a duty-free, free from pupil supervision, lunch period of 30 minutes, which will be included in the basic day.

Section 4. PREPARATION PERIOD: In addition to their lunch period, classroom teachers will have daily preparation time of at least one classroom period during which they will not be assigned to any other duties. In the high school and middle school this will be the equivalent of one class period (approximately 50 minutes in length). Elementary teachers will receive 50 minutes of preparation time in no more than two blocks of time per day.

Section 5. HIGH SCHOOL TEACHER: For high school teachers, a full time teaching load shall be defined as five periods of student instruction plus one period of supervision and one prep period.

Section 6. MIDDLE SCHOOL TEACHER: A middle school teaching assignment will include a prep period, an advisory period, a supervisory period and the remaining time in classroom instruction.

Section 7. WORK DAYS: During work days following the end of the 1st, ~~2nd~~, and 3rd quarter grading periods, the District may schedule a maximum of two hours of professional development and/or staff meetings. Professional Development/Staff meetings will be scheduled for either the first or last two hours of the work day. On work days where no professional development/staff meeting has been scheduled, or before/after meetings start or are over, teachers will be allowed to work remotely if they are able to complete their necessary work. On work days where no professional development is scheduled, but there is a staff meeting, teachers will be allowed to participate in the meeting remotely virtually.

Subd. A: There will be four teacher work days before the start of each school year. These days will be set up as follows: 2 days for teacher work time and student/classroom preparation, 1 day for professional development, and 1 day for building/district specific meetings or additional Professional Development-these may include staff meetings, content area meetings, PLC meetings or SPED meetings. There will be no meetings scheduled on the two teacher work days unless previously approved by the District Leadership Team. Additionally, teachers may be asked to do up to 3 hours of required annual online training.

Section 8: Homebound Instruction: Teachers employed beyond the school day or school year to provide homebound instruction shall be paid on a pro-rata basis according to that individual's step and lane placement on the salary schedule. Payment or compensatory time shall include travel time to and from the school building, direct instruction time with the homebound student, and one hour of prep time for each hour of homebound instruction. In the event that the instruction and travel time occur during the duty day, those teachers shall receive 1) compensatory time or be paid at the rate consistent with schedule F and, 2) be reimbursed for mileage. While homebound instruction may need to occur during a teacher's prep, no teacher will be required to give up their prep more than 5 times per quarter to provide homebound instruction. After the fifth occurrence in one quarter, the teacher will have the right to refuse further homebound instruction that would take place during their prep

ARTICLE VIII BASIC SCHEDULES AND RATES OF PAY

Section 1. Signing Bonus: In difficult to fill positions, the District may offer a signing bonus not to exceed \$1,500, at the hiring administrator's discretion.

Section 2. 2021-2022 and 2022-2023 SALARY SCHEDULES: The wages and salaries reflected in Schedules A and B attached hereto, shall be part of the Agreement for the 2021-2022 and 2022-2023 school years.

Section 3. STATUS OF SALARY SCHEDULE: The salary schedule is not to be construed as a part of a teacher's continuing contract. The School District reserves the right to withhold increment advancement, lane changes, or any other salary increase as it shall determine. A salary increase shall not be withheld unless the teacher is notified of the deficiency in writing and given an opportunity to correct such deficiency. An action withholding a salary increase shall be subject to the grievance procedure.

Section 4. PLACEMENT ON SALARY SCHEDULE: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd.A. References in this article to “credits” shall mean “semester credits”. When earned as quarter credits rather than semester credits, this scale will be 1 ½ (one and one-half) quarter credits to every 1 (one) semester credit.

Subd. B. Semester credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School District. No more than 6 credits may be undergraduate credits, unless approved by the Superintendent (with verification that a graduate class is unavailable) per lane change.

Subd. C. To apply on the salary schedule, all credits beyond the bachelor’s degree must be graduate credits and carry a grade equivalent of “B” or higher. A teacher shall not advance more than two lane change progressions in any one school year. A “pass” grade will be accepted only with written verification that letter grades were not awarded.

Subd. D. All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent, in writing, prior to taking the course.

Subd. E. Individual contracts will be modified to reflect qualified lane changes ~~once~~ twice every year effective at the beginning of the school year, providing an official transcript of qualified credits is submitted to the Superintendent’s office no later than September 20th or March 20th of each year. Lane change requests submitted by September 20 will be in effect from the beginning of the school year. Lane Change requests submitted by March 20 will take effect on March 20. Credits submitted by official transcript after September 20th, or March 20th even though otherwise qualifying, shall not be considered ~~until the following school year~~ next qualifying period. If an official transcript is not available by September 20th, or March 20th other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received. Teachers are eligible to receive up to two lane changes per school year.

Subd. F. A teacher shall be paid on the master’s degree lane or higher lane only if the degree program is germane to the teaching assignment as approved by the School District, and the degree program is approved in writing by the Superintendent in advance. Internet classes from accredited colleges may be used for each lane change, subject to pre-approval by the Superintendent.

Subd. G. Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree and must be taken at an accredited college or university. No credits will be approved which involve primarily television viewing, correspondence work, or self study, unless an exception is granted at the discretion of the Superintendent.

Subd.H. Prior Teaching Experience

1. Up to 12 years for less than an M.A. degree.
2. Up to 13 years for an M.A. or above.

When any new employee is placed above the steps outlined in Subd. H, the union president shall be notified in writing of the reasons why.

Subd. I. Pay periods will be on the 5th and 20th of each month.

Section 5. TEACHER EMPLOYMENT:

Subd. A. A teacher with prior experience in the District upon returning to the District within five (5) years will be placed on the step on the salary schedule directly above the step at which he/she left.

Subd. B. Previously accumulated, unused leave days will be restored to all teachers returning to the District.

Subd. C. There will be no discrimination, dismissal, or demotion of any teacher due to race, creed, color, religion, national origin, sex, marital status, or place of residence.

Subd. D. Teachers who retire but are subsequently rehired shall be appropriately placed on the salary schedule. They shall maintain sick leave and other fringe benefits which have accrued prior to the time at which they reach retirement status.

Section 6. JOB POSTING:

Subd. A. New positions or vacancies will be posted for a period of 10 business days online (on the District website) and in each building in the teacher workroom or other designated location. The posting will also be emailed to all teachers in the district. The posting may also be published outside the district, at the discretion of the principal, at the same time the posting is made within the District.

Subd. B. A letter of application from any interested parties must be sent to the building principal by the end of the last business day of the posting. Applications received after the application deadline shall not be considered.

Subd. C. The selection of an internal candidate will be made at the discretion of the hiring principal and an interview may be conducted. Employees accepting new job positions will not be able to apply for any new positions or vacancies which may open after they accept the position, until the next school year, unless the principal approves it.

Subd. D. Vacancies occurring after June 15, will be posted internally and emailed to all teachers, but the 10 business day timeline will be at the discretion of the hiring principal due to summer hiring time constraints.

Section 7. ASSIGNED SIXTH CLASS: A "sixth class" is defined as an instructional period beyond the full-time teaching load as defined in ARTICLE VII, SECTION 5, for teachers teaching grades 5-12.

Should the need arise for a teacher to teach a 6th class, the following procedure will be implemented:

- 1) The District will post the sixth assignment and hire, or
- 2) The District will rearrange teaching assignments in order to avoid teachers having a sixth class.
- 3) If after the posting and attempted rearrangement fails, the administration will ask each teacher in the department if he or she will voluntarily accept the sixth class. Teachers shall have the option to decline such an assignment.

- 4) If no teacher accepts the assignment, the administrator shall have the right of involuntary assignment.

Teachers in their first professional year of teaching will not be assigned to teach 6 classes. The “sixth class” must be a graded course to receive sixth hour pay. Pay shall be \$5,000 for a full year assignment or \$2,500 for a semester assignment. The Alternative Learning Program (ALP) teacher will receive 6th assignment pay each year due to the nature of the ALP environment which does not allow for a normal duty day that includes a prep period.

Section 8. PAYMENT OF SALARIES FROM SCHEDULES A & B. Every teacher shall receive his or her salary in 24 equal payments beginning on the 5th and 20th of the first month taught.

Section 9. PAYMENT OF SALARIES FROM SCHEDULE C, D, and E: The School District shall run extra-pay supplemental payrolls during the school year to cover salaries from Schedules C, D, and E.

Subd.A. For extra-curricular activities in Schedules C, D, and E that run the entire year, the salary shall be added to the regular payroll and shall be paid bi-monthly with the regular payroll checks.

ARTICLE IX UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY

Section 1. PURPOSE: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10. which article, when adopted shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2. DEFINITIONS: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. A. Teacher: “Teacher” shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd. 1.

Subd. B. Qualified: “Qualified” shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught.

Subd. C. Seniority: “Seniority” for teachers with a Tier 2, 3, or 4 license shall be determined by the first day of service. A teacher will retain seniority while on approved leave of absence. A teacher will also retain seniority if the teacher’s employment is legally terminated by nonrenewal pursuant to Minnesota Statutes section 122A.40, but the teacher is subsequently reinstated by action of the School Board without any interruption of service.

Section 3. ULA:

Subd. A. Terms: The School Board may place on ULA, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of three (3) years, after which the right to reinstatement shall terminate; provided the teacher’s right to reinstatement shall also terminate if the teacher fails to file with the Superintendent, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year.

Subd. B. Notice: Teachers placed on such leave shall receive notice by July 1st of the school year prior to the commencement of such leave with reasons for said placement.

Prior to placement on leave, the School District shall provide the teacher written notice of proposed placement on ULA.

- a. The notice shall state the applicable grounds for the proposed placement;
- b. The notice shall inform the teacher of his/her right to request a hearing on the proposed placement within 14 days from the receipt of notice; and
- c. The notice shall provide that the teacher's failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.
- d. Any challenge by a teacher who is proposed for placement on ULA or reinstatement therefrom shall be subject to the before a hearing officer mutually agreed upon by the School Board and the Union. The School Board and the Union will have ten business days to mutually decide upon a hearing officer. If no decision is made in ten business days, each side will rank and submit to the other, all candidates. The candidate with the top ranking (best combined score) will be the hearing officer. The recommendation of the hearing officer will be the final decision, and, therefore, shall not be subject to the grievance procedures.

Subd. C. Placement: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1, Tier 2, or probationary teachers are retained in positions for which the teacher who has not acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, in the field and subject matter employed, as calculated by initial date of hire as a licensed teacher.

Subd. D. Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District's affirmative action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purpose of such affirmative action program.

Subd. E. Seniority Tie-Breaker: In case of equal seniority, the following steps will be followed in order until the tie is broken.

Step A: Years of service in teaching in the district

Step B: Total graduate level credits beyond a bachelor's degree

Step C: The District's consideration of training, experience, and/or skills in special academic assignments, special or advanced certifications obtained in the teacher's field and subject matter employed.

Step D: The District's consideration of experience in extra-curricular assignments.

Subd. F. Additional Assignments: If reduction in the number of teachers based on seniority would result in the discontinuance of any academic program in which the teacher is currently employed, the teacher employed in such programs may not be placed on ULA, and the next senior teacher may be placed on such leave, at the discretion of the School District.

Subd. G. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible

for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Subd. H. Benefits While on Leave: Teachers placed on unrequested leave of absence shall remain eligible for participation in the School District's group insurance programs at their own expense for the duration of their reinstatement period.

Section 4. REALIGNMENT: The District is not required to realign positions or transfer or reassign a more senior teacher to a different position in order to accommodate the seniority claim of a teacher who is being placed on ULA or is asserting a right of reinstatement.

Section 5. MAINTAINING LICENSURE: Teachers may not drop a teaching license at a time they were hired without the Superintendent's written approval if they have taught in that licensure area in the School District in the last five (5) years. If a teacher initiates the dropping of a license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights or realignment rights in another licensure area. Failure to maintain licensure that resulted in a lane change will result in loss of lane placement received through credits earned for that license.

Section 6. REINSTATEMENT:

Subd. A. Process: No new teacher shall be employed by the School District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been placed on ULA or any other available positions in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be the inverse order in which teachers were placed on ULA.

Subd. B. Notices: When placed on ULA, a teacher must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District personnel office. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. C. Acceptance of Reemployment:

If a position becomes available for a qualified teacher, a teacher placed on unrequested leave of absence shall have rights to reinstatement by accepting the reemployment within ten (10) working days from the date notice of an available position is sent. Failure to accept, in writing, within such ten (10) working day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been placed on ULA, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher on unrequested leave does not forfeit the right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position. No further rights to reinstatement shall exist unless extended by written consent of the School Board, the Union and the teacher.

Section 7. ESTABLISHMENT OF SENIORITY LIST:

Subd. A. Preparation and posting of seniority and licensure lists: By October 15 of each school year, the School District shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, licensure area by tier and FTE. The list will be posted at all school buildings in the district and on the School District website when the list is initially posted.

Subd. B. Request for Change: Any teacher whose name appears on the seniority list and who may disagree with the findings of the District and the order of seniority in said list shall have twenty (20) working days from the date of posting to supply written documentation, proof or request for seniority change to the Superintendent, with copies provided to the Education Minnesota Howard Lake-Waverly-Winsted President.

Subd. C. Final List: Within ten (10) days thereafter, the District shall investigate and evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the District deems warranted. A final seniority list shall thereupon be prepared by the District. Each year thereafter, the District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, the cessation of services, or new employees. The yearly revised list for continuing contract teachers shall govern the application of unrequested leave of absence until thereafter revised.

Section 8. FILING OF LICENSES: In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually received in the Superintendent's office for filing as of October 15th of such year shall be considered for purposes of determining lay-off within areas of licensure for the following school year. A license filed after October 15th shall be considered for purposes of reinstatement but not for the current reduction.

Section 9. EFFECT: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined in Section 2., Subd. 1A. above and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

ARTICLE X GROUP INSURANCE

Section 1. SELECTION: The selection of the insurance carrier and policy shall be made by the School District.

Section 2. HEALTH and HOSPITALIZATION INSURANCE – SINGLE COVERAGE: The School District shall contribute a sum not to exceed ~~\$6,707~~ \$7,378 per year for the ~~2021-2022~~ 2023-2024 school year, and ~~\$6,707~~ \$8,115 per year for the ~~2022-2023~~ 2024-2025 school year toward the premium for individual coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization plan. Any additional cost of premium shall be borne by the teacher and paid by payroll deduction.

Section 3. HEALTH and HOSPITALIZATION INSURANCE – FAMILY COVERAGE: The School District shall contribute a sum not to exceed ~~\$11,237~~ \$12,361 per year for the ~~2021-2022~~ 2023-2024 school year, and ~~\$11,237~~ \$13,597 per year for the ~~2022-2023~~ 2024-2025 school year toward the premium for family coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Section 4. PART-TIME TEACHERS: For all part-time teachers, the amount of health and hospitalization insurance premium contribution made by the District shall be prorated.

Section 5. INSURANCE SAVINGS/WELLNESS COMMITTEE: An insurance savings/wellness committee will consist of a minimum of two (2) teachers (appointed by the Association President), one (1) School Board member, and the Superintendent. The purpose of this committee is to annually review insurance policies. The Association President shall be responsible for activating the committee.

Section 6. DENTAL INSURANCE: The School District shall contribute the sum of ~~\$350.00~~ \$400.00 for year ~~2021-2022~~ 2023-2024 and ~~\$350.00~~ \$450.00 for year ~~2022-2023~~ 2024-2025 toward the cost of the premium of a dental insurance plan for each eligible teacher. Family coverage shall be made available to any teacher who has a spouse, legal dependents, or both.

Section 7. ELIGIBILITY: A teacher shall be eligible for School District contributions as provided in this ARTICLE for the full year that teacher is employed. A teacher who is terminated for just cause who works less than a school calendar year will have benefits prorated based on a 365 day contribution on the same percentage as time employed.

Section 8. WORKERS' COMPENSATION: Pursuant to M.S. 176, a teacher injured on the job in the service of the School District and collecting worker's compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 9. TERM LIFE INSURANCE: The School District will pay in full for each teacher a \$50,000 term life insurance policy, subject to carrier/policy provisions, for 2021-2022; a \$50,000 term life policy, subject to carrier/policy provisions, for 2022-2023. The School District allows teachers the option of purchasing, by payroll deduction, additional life insurance subject to carrier/policy provisions.

Section 10. LONG-TERM DISABILITY INSURANCE (LTD): The School District shall make available to each teacher covered by this Agreement a LTD insurance policy. All costs of the LTD insurance policy shall be borne by the teacher and paid by payroll deduction.

Section 11. LIABILITY INSURANCE: The School District will continue to carry, without interruption, business auto coverage for its fleet of vehicles. Such coverage will include an endorsement for "non-owned" autos. This endorsement will provide excess coverage to teachers using their own autos for occasional District use. The teacher's auto policy will be primary.

ARTICLE XI

POSTRETIREMENT HEALTH CARE SAVINGS ARRANGEMENT

Section 1. Establishment of VEBA/HRA: The District will adopt a post retirement healthcare reimbursement arrangement (VEBA/HRA) for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. Employer and employees assent to and ratify the appointment of a trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitutes a voluntary employees' beneficiary association under Section 501© (9) of the Internal Revenue Code.

Section 2. Benefits provided through the VEBA/HRA. Employer shall provide the following welfare benefit arrangement through the VEBA/HRA Plan:

This Arrangement is between Independent School District #2687 and Education Minnesota Howard Lake-Waverly-Winsted a VEBA/HRA account with a contribution of will be established at retirement to those that qualify. To qualify the teacher must:

- a. submit resignation in writing and be accepted by the Board of Education by March 30th of the year retiring.
- b. be at least age 55 and have 18 years of teaching experience
- c. teacher must be in good standing with MN Public Educator Licensing and Standards Board
- d. at least 15 of the 18 years of teaching experience must be consecutive with Independent School District #2687
- e. not have previously ~~resigned or~~ retired during their time in the District, even if immediately rehired by the District,

Section 3. Payment of Administrative Fee. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA/HRA Plan is terminated.

Section 4. Employer Contributions to the Postretirement Health Care Savings Arrangement

Subd. 1. ~~Severance Pay~~ VEBA/HRA Contribution: Within sixty (60) days of the effective date of retirement, Employer shall pay 100% of the amount ~~of the Severance Pay otherwise payable~~ to qualifying employees under this Agreement to individual accounts established for those employees under the Postretirement Health Care Savings Arrangement. Employees will not be entitled to receive this amount in the form of taxable cash compensation.

Section 5. Contributions to Postretirement Health Care Savings Plan: The employer will make a contribution to individual accounts under the Postretirement Health Care Savings Arrangement for qualifying employees who are members of this Collective Bargaining Agreement. Qualified teachers will receive \$25,000 in the year they retire.

The cumulative contribution to an individual employee's account in the Postretirement Health Care Savings Arrangement shall not exceed the amount stated above for the specific year. The Employer will make a one time contribution.

Section 6. Sunset Clause: This Arrangement shall be in place for all teachers hired by Independent School District #2687 prior to January 1st, 2024.

ARTICLE **XII**
LENGTH OF SCHOOL YEAR

Section 1. TEACHER DUTY DAYS: The School Board shall establish the number of school days and teacher duty days for the next school year, pursuant to M.S.120A.40. The number of teaching days and teacher workdays will be set by the School Board. For the 2021-2022 school year, the calendar shall provide for 172 student contact days and 11 non-student contact days, and for the 2022-2023 school year, the calendar shall provide for 172 student contact days and 10 non-student contact days. Non-student contact

days include in-services, open house, quarterly parent-teacher conferences, and workdays. New teachers may be required to attend additional orientation sessions and will be paid at a rate as established in Schedule F.

Section 2. EMERGENCY CLOSINGS: If emergency closings cause a reduction in teaching or workdays regularly scheduled, the District may schedule additional days to restore the school year to the number of days listed in Section 1. The District may not, however, require teachers to work more than the total number of days established in Section 1, unless it becomes necessary to add additional teaching days in order to meet the minimum required for obtaining full state aid to education.

Section 3. MEET AND CONFER: The District and the exclusive representative shall meet and confer prior to the establishment of the calendar, but the parties shall not meet and negotiate the establishment of the calendar.

Section 4. CALENDARS: The School Board-approved calendars for 2021-2023 shall become a part of this Agreement as set forth in Appendices F and G (~~pending adoption~~).

Section 5. CHANGE IN DUTY DAY: In the event of energy shortage, severe weather, or other emergencies beyond the control of the District, the District may modify the duty day or duty week provided that the total number of hours of teacher duty time or student attendance time per week is not increased and that teacher preparation time is not decreased.

Section 6. EARLY DISMISSAL: If students are assembled for the beginning of a school day and the school day is subsequently closed for emergency reasons, the teachers will be permitted to leave their work site after a period of thirty (30) minutes after the time that the students were dismissed. In the event a student day or teacher duty day is lost for an emergency, the teachers shall perform duties on that day or other such day in lieu thereof as the School District or its designated representative shall determine. Emergencies shall be determined by the School District.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1. DEFINITIONS

Subd. A Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Subd. B Days: Any reference to days regarding time periods in this procedure shall refer to working days. A “working day” is defined as all weekdays **designated on the school calendar as work days.**

Subd. C Reduced to Writing: “Reduced to writing” means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Subd. D Grievant: **the grievant will be the exclusive representative.**

Subd. E Answer: “Answer” means a concise response outlining the employer’s position on the grievance.

Section 2: The Exclusive Representative and School District may be represented during any step of the procedure by any person or agent designated by such party to act on his/her behalf.

Section 23. ADJUSTMENT OF GRIEVANCE: The ~~School District and the teacher(s)~~ Exclusive Representative and School District shall attempt to adjust all grievances which may arise during the course of employment of any teacher(s) within the School District in the following manner:

Subd. A Level I: Whenever a ~~teacher or small group of teachers~~ Grievant has a grievance, he/she/they shall meet on an informal basis with the appropriate building principal(s) or supervisor(s) in an attempt to resolve the matter within fourteen (14) days after becoming aware of the incident giving rise to the grievance. ~~If the parties are unable to resolve the dispute, the grievance shall be reduced to writing by the exclusive representative and submitted to the Superintendent within fourteen (14) days following the Level I meeting.~~ If the parties are unable to resolve the dispute, the grievance shall be reduced to writing by the exclusive representative and submitted to the Principal within fourteen (14) days following the informal discussion meeting. The principal shall give a written decision on the grievance to the parties involved within 10 days after receipt of the written grievance

Subd. B Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within ten days after receipt of the decision in Level I. The Superintendent shall meet with the exclusive representative within fourteen (14) days after the receipt of the written grievance and attempt to mutually resolve the dispute. The parties shall be required to meet and negotiate in good faith at reasonable times in an attempt to resolve the grievance. The terms of the resolution shall be written on the grievance and signed by both parties. If no agreement is reached, the Superintendent shall, within fourteen (14) days submit to the exclusive representative, the District's written answer. ~~The exclusive representative must submit the unresolved grievance to the Superintendent within (14) days after the receipt of the District's answer in writing.~~

Subd. C Level III: ~~In the event the grievance is not resolved in Level II, the Superintendent or his designee, shall meet with the exclusive representative within fourteen (14) days after receipt of the written grievance and attempt to mutually resolve the dispute. The parties shall be required to meet and negotiate in good faith at reasonable times in an attempt to resolve the grievance. The terms of the resolution shall be written on the grievance and signed by both parties. If the parties are unable to reach agreement within fourteen (14) days after the Level III meeting, either party may then request, within another fourteen (14) days, by written notice to the other party that the grievance be submitted to final and binding arbitration.~~ In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is appealed to the School Board, representatives of the School Board, selected by the school board, shall set a time to hear the grievance within ten days after receipt of the appeal. Within ten days after the meeting, the School Board shall issue its decision in writing to the parties involved.

Subd D. Level IV: Arbitration: The District and the exclusive representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the District and the exclusive representative are unable to agree on an arbitrator, they shall request from the Commissioner of the Bureau of Mediation Services, State of Minnesota, a list of arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin.

Section 4. DENIAL OF GRIEVANCE: The parties, by mutual written agreement, may waive any step and extend any time limits in the grievance procedure. However, the failure of the exclusive representative to adhere to the time limits without mutual agreement to waive such limits shall result in a forfeit of the grievance. Failure of the district to act within the time limitations specified, without mutual agreements to waive such limits, shall constitute a denial of the grievance and shall permit the grievant to proceed to the next step.

Section 3.5. ARBITRATION PROCEDURES:

Subd. A. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

Subd. B. The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing Agreement.

Subd. C. The decision of the arbitrator shall be final and binding on the parties. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Subd. D. To the fullest extent feasible, the processing of grievances, shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular pay as a result of their necessary participation in meetings or hearing. Association leave may be used as referenced in Article VI, Section 7.

~~Subd. E. The parties, by mutual written agreement, may waive any step and extend any time limits in the grievance procedure. However, the failure by the teacher or the exclusive representative to adhere to the time limits without mutual agreement to waive such limits shall result in a forfeit of the grievance. Failure of the district to act within the time limitations specified, without mutual agreements to waive such limits, shall constitute a denial of the grievance and shall permit the grievant to proceed to the next step.~~

Section 4.6. ELECTION OF REMEDIES AND WAIVER: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under the Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the teacher shall waive the right to initiate a grievance pursuant to this article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator. The Grievance report is available in the appendix of the contract.

ARTICLE XIV

LEAVES OF ABSENCE

Section 1. SICK LEAVE:

Subd. A. All teachers new to the District will be credited fifteen (15) days of sick leave at the beginning of the first year of service. A part-time teacher shall earn a prorated amount.

Subd. B. Beginning with the second year of service, and thereafter the teacher will earn days at the beginning of each month, starting with the first day of school, to a total of 15

days for the year. Sick leave will continue to be accumulated at 2 days/month the first work day of each month starting in October and continuing through April. If a teacher uses sick leave in a given month, accumulation will continue the following month.

Subd. C. Unused sick leave will be accumulated from year to year up to a maximum of one hundred fifteen (115) days with days deducted from the total accumulation as those days are used. Subd. B will apply to usage/accumulation during the school year for teachers who have the maximum amount at the beginning of any given year.

Subd. D. Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days, during the regular school year, provided that the teacher has unused sick leave at the time of such absence, subject, when required, to Subd. F, a teacher may use accumulated sick leave provided by the District for absences due to an illness or injury to the teacher's dependent child for reasonable periods as the a teacher's attendance with the child may be necessary, on the same terms the employee is able to use accumulated sick leave allowance for the teacher's own illness or injury. A "dependent child" means a child under 18 years of age or a child under age 20 who is still attending secondary school.

Subd. E. Sick leave may also be used according to Minnesota Statute section 181.9413 for the illness of an adult child, spouse, sibling, parent, grandparent, or stepparent. A teacher may apply for the use of sick leave for the care of any other individual and such leave may be granted at the sole discretion of the Superintendent.

Subd. F. The School District may require a teacher to furnish a medical certificate from a qualified medical doctor of the teacher's choosing stating the need for such sick leave. The School District shall pay for said office call.

Subd. G. Any teacher whose illness extends beyond the period covered by his/her accumulated sick leave will be granted a further leave without pay, in adherence to all applicable federal and state regulations, including but not limited to FMLA. No increment advancement will be credited if such extended sick leave results in the teacher actually teaching less than seventy-five (75) of the scheduled workdays.

Subd. H. Sick Leave Bank: At the beginning of each school year, an employee may elect to participate in the use of a sick leave bank by donating 1 ~~to 6~~ days of accumulated sick leave per year to the bank. At the end of each school year, any employee can donate up to an additional 10 days. If the Sick Leave Bank balance falls below 60 days, each member will be required to contribute one (1) day. Employees who opt out of this contribution will no longer be members of the Sick Leave Bank and will lose eligibility for its benefits. Employees may rejoin the Sick Leave Bank when they make the next requested contribution.

Subd. I For the purposes of accessing the sick leave days in the bank, an employee must have exhausted all of his/her sick leave and meet the following criteria:

1. be a contributing employee and
2. the illness or injury is not covered by Workers' Compensation and/or such compensation benefit has been exhausted and

3. be incapacitated from his/her duties due to serious personal health conditions of the qualifying person or members of their immediate family, or require additional sick leave for reasons pertaining to bereavement, and
4. must have his/her absence approved pursuant to standard attendance policies and
5. make a written application showing the need to the committee.

An employee's initial sick leave bank request can be made for 1-30 consecutive days. Anything over 30 consecutive days will require an additional request. A committee made up of four employee group members and one employer representative will review applications for use of the sick leave bank. The maximum Sick Leave bank benefit shall be 30 consecutive days, per request.

Section 2. BEREAVEMENT LEAVE:

Subd. A. A maximum of ~~five (5)~~ ten (10) days of accumulated sick leave can be used when there is a death of a member of the teacher's ~~immediate family~~ spouse/partner/significant other or child. A teacher may use ~~five (5)~~ ten (10) days of sick leave for each individual event.

~~Immediate family shall include teacher's spouse, child, parent, brother, sister, "son-in-law", "daughter-in-law", or other relative in the same household as the teacher.~~

Subd. B. A maximum of ~~three (3)~~ five (5) days of accumulated sick leave can be used when there is a death of ~~any other person as defined below~~ another member of the teacher's immediate family, including, parent, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, other relative in the same household as the teacher, or other person under a teacher's care. A teacher may use ~~three (3)~~ five (5) days of sick leave for each individual event.

~~This subdivision includes grandparents, in-laws (father, mother, brother, sister), grandchildren, and persons under a teacher's care.~~

Subd. C. A maximum of ~~(1) one day~~ two (2) days of accumulated sick leave can be used when there is a death of any other unspecified person. A teacher may use two (2) days of sick leave for each individual event.

Section 3. PERSONAL LEAVE:

Subd. A. A teacher shall be granted three (3) days of personal leave at his or her discretion. A teacher may carry over two (2) unused days of personal leave from one year to the next with a maximum accumulation of five (5) personal leave days in any school year. The teacher shall notify the Superintendent or supervising principal, in writing, one business day in advance of this leave, and the reason for such use shall not be required to be given by the teacher.

Subd. B. Usage Limit: A teacher may not use more than five (5) personal days in one school year.

Subd. C. Personal Leave Trade for Salary: If a teacher does not use his/her personal leave during the school year, the teacher may submit in writing a request to be compensated at a

rate of \$125 or the daily substitute rate, whichever is greater, for each unused personal leave day.

Subd. D: Unpaid Days:

1. Teacher must use all accumulated personal days before he/she can take an unpaid day.

2. Unpaid Days:
 - a. Unpaid days must be approved by the building principal 14 days in advance. Emergency circumstances will allow the principal discretion to approve if less than 14 days notice is given.
 - b. The payroll deduction for unpaid days will be taken out in full, on the payroll following the use of the unpaid day.

Subd. E. Personal days cannot be used during the first ~~10~~ 5 student days and the last ~~10~~ 5 student days of the school year. Personal days may be granted during the first and last ~~10~~ 5 student days of school at the discretion of the Superintendent or supervising principal.

Section 4. MILITARY LEAVE: Military leave will be granted in accordance with applicable law.

Section 5. SHORT-TERM PROFESSIONAL LEAVE:

Subd. A. Paid professional leave may be granted for the purpose of visiting other schools or attending meetings, conventions or conferences of an educational nature.

Subd. B. Written application shall be made to the Superintendent two days in advance of such leave, and the Superintendent shall be the final judge of allowing such leave for the good of the District.

Section 6. LONG-TERM PROFESSIONAL LEAVE:

Subd. A. A full time teacher, with a minimum of at least four (4) years of continuous teaching experience in the School District, may apply, in writing, for an unpaid leave of absence for one (1) or two (2) academic years. Such leave shall be without pay or fringe benefits except as otherwise provided in this section. Applications must be submitted by the teacher to the Superintendent no later than March 15 of the year preceding the school year for which leave is sought. The granting of the leave shall be at the sole discretion of the School Board.

Subd. B. Professional development leave may be granted for the purpose of full-time participation in study at an accredited college or university reasonably related to the teacher's current teaching position; in a federally sponsored Peace Corps or National Teacher Corps program; full-time teaching in foreign or military programs; exchange programs or other teaching opportunities that may benefit the School District and are arranged for by the teacher.

Subd. C. A teacher on professional development leave shall notify the Superintendent, in writing, no later than April 1 of the final leave year of the teacher's leave of his/her intention to return. The School Board may, at its sole discretion, waive the April 1st notice date if the School Board determines special circumstances exist. A teacher who fails to notify the Superintendent as required may be subject to termination. The failure of a teacher to return by the date determined under this section shall constitute grounds for termination unless the

teacher applies for and the School District, in its sole discretion, grants an extension of the leave.

Subd. D. Upon return from such leave, the teacher shall be reinstated in a position for which he/she is licensed and qualified unless previously discharged or placed on unrequested leave of absence. Upon return from leave, the teacher will be placed on the next step on the salary schedule consistent with all other provisions of Article VIII. A teacher shall not advance on the salary schedule during the period of absence.

Subd. E. A teacher is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. To the extent the teacher does not choose to participate in the group insurance program during the leave, upon return from leave, the teacher shall be eligible to re-enroll and participate in group insurance programs as provided in Article IX.

Subd. F. A teacher who returns from leave shall retain experience credit accrued at the time the leave began for pay and other benefit purposes. No experience credit shall accrue for the period of time that a teacher was on professional development leave.

Subd. G. A teacher who returns from leave shall retain accumulated sick leave, if any, accrued prior to commencement of such leave. Sick leave shall not accrue for the period of time that the teacher is on leave.

Subd. H. Leave pursuant to this section does not preclude a teacher from applying for other leaves (paid or unpaid) for purposes of professional development as approved by the School Board.

Section 7. JURY SERVICE: A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty shall be remitted to the School District (but not expenses paid to the juror).

Section 8. PARENTAL LEAVE:

Subd. A. Parental leave shall be granted by the School District subject to the provisions of this section. Parental leave shall be granted because of the need to prepare and provide parental care for the natural or adopted child or children of the teacher for an extended period of time.

Subd. B. A teacher making an application for parental leave shall inform the Superintendent in writing of the intention to take the leave at least three calendar months before commencement of the intended leave. The commencement and return date of the parental leave shall be mutually agreed upon by the teacher and the District. The commencement date may be changed in cases of emergency, when the District is notified by the teacher and identified by the attending physician.

Subd. C. In making a determination concerning the commencement and duration of a

parental leave, the School Board shall not be required to:

1. Grant leave of more than twelve (12) months in duration.
2. Permit the teacher to return to his/her employment prior to the date designated in the request for parental leave, unless a different date of return is mutually agreed upon by both parties.

Subd. D. Parental Leave Without Pay

A teacher may be granted a leave of absence without pay for a period of up to (12) months for the purpose of providing full-time care for a newborn or newly-adopted child or children. A teacher may substitute unpaid leave with up to 30 days of accumulated sick leave for the birth or adoption of a child. Upon agreement between the School District and the teacher, these days need not be consecutive. These days may be used by either parent prior to and or after the birth or adoption of a child. A teacher may be reinstated prior to the agreed upon term of the leave upon mutual agreement between the School District and the teacher.

Subd. E. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. F. A teacher returning from parental leave shall be re-employed in a position for which he/she is qualified commensurate with a position occupied prior to the leave unless previously discharged or placed on unrequested leave pursuant to M.S 122A.40.

ARTICLE XV

ANNUITY MATCH BENEFIT

Section 1. PROVISION OF BENEFIT: The District will provide an annuity match benefit as described in this article to all qualified teachers each year.

Section 2. ELECTION TO PARTICIPATE: Qualified teachers must elect, in writing through an approved provider, to participate in the annuity match program during the enrollment period, each fiscal year (within the first 30 days of the school year or 30 days of hire date). Participation will continue at the same rate until the payroll office is notified, in writing through an approved provider, of any change.

Section 3. MAXIMUM ANNUAL DISTRICT MATCH: The following chart describes the details of payment:

Years of Service	District Maximum Annual Match 2023-2025
1-5	\$700
6-10	\$1,000
11-15	\$1,200
16 - 20	\$1,300
21+	\$1,600

Section 4. CONDITIONS OF ACCESS: The following are the conditions to access the annuity match benefit:

Subd. A. The annuity match dollar amount will be prorated per FTE based on the teacher's FTE status as of the end of the school year.

Subd. B. The District will match teacher contribution(s) up to the maximum amount listed in the annuity match benefit chart. If a teacher does not contribute the maximum amount in an annuity for a given year, the District will match up to the amount contributed by the teacher. The match will be equivalent to teacher contribution up to the District maximum.

Subd. C. The School District will not be held responsible for the performance of any annuity company.

ARTICLE XVI

SICK LEAVE/HRA CONTRIBUTION

The School District will convert sick leave days into a contribution to an account in the teacher's name with the Minnesota State Retirement System Health Reimbursement Account at \$125 per day or the daily substitute rate and the following conditions. The School District will use the sick leave balance as of the end of each school year and the new balance will reflect a reduction based on the number of sick days that have been converted into the contribution for all teachers. The payment will be made to a Health Reimbursement Arrangement as administered by the Minnesota State Retirement System Health Reimbursement Account and in compliance with all IRS codes. The payment will be made within 60 days after the end of the school year on the following basis:

Accumulated Sick Leave	Amount
35-54 days accumulated sick leave	1 day (\$125)
55-74 days accumulated sick leave	2 days (\$250)
75-94 days accumulated sick leave	3 days (\$375)
95-115 days accumulated sick leave	4 days (\$500)

This plan will be subject to state and federal laws, rules, and regulations.

ARTICLE XVII

DURATION

Section 1. TERM AND REOPENING NEGOTIATIONS: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent to the other party between sixty (60) and ninety (90) days prior to the expiration of this Agreement. The District and the Association shall initiate negotiations for the purpose of entering into a successor Agreement for the succeeding two-year period. Unless otherwise mutually agreed, the parties shall not commence negotiations before April 2023.

Section 2. EFFECT: This Agreement constitutes the full and complete Agreement between the School District and the Association. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. FINALITY: Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. SEVERABILITY: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

ARTICLE XVIII

Early Childhood Family Education/School Readiness Teachers

Section 1: The terms and conditions for Early Childhood Family Education (ECFE) and School Readiness (SR) teachers will be the same as those agreed upon in the Teacher's Master Contract unless specified in this article.

Section 2: Statutory Considerations: For this Agreement, ECFE and SR teachers are teachers who are in positions which require a Minnesota teaching license or who meet the definition of teacher under Minn. Stat. 179A.03 subd. 18.

Section 3: Hours of Service, Duty Day, Duty Week and Duty Year: Recognizing the unique, changing, variable and market driven nature of the ECFE and SR programs, the hours of service, duty day, duty week, and duty year for ECFE/SR teachers shall be as assigned by the School District and may be modified from time to time based upon the needs and fiscal limitations of the ECFE/SR programs using the following provisions:

Subd. 1: Calendar Year: The calendar year for ECFE/SR teachers may be conducted over the period of the fiscal year on a calendar that may differ from that of the K-12 programs. The calendar year for ECFE/SR teachers typically runs from workshop week in August to June of the following calendar year. Written notification from the District or Building Site will be provided to employees indicating tentative assignment and hours on or before August 1st prior to the start of the school year. Additional class offerings will be internally posted and filled.

Subd 2: Duty Year: Beginning with the 2024-2025 school year, the normal SR calendar year will consist of a maximum of 182 duty days; while the ECFE calendar year will consist of a maximum of 1456 hours. SR classes shall begin no later than the Monday after Labor Day, and end no earlier than the Friday before Memorial Day. Recognizing the unique nature of the ECFE/SR program, the duty year will be assigned by the School District in collaboration with Education Minnesota HLWW and may be modified based on the needs of the program.

Subd. 3: SR Planning, Preparation, Set up, Take Down, and Program Assessment Time (Preparation Time): SR teachers who teach classes up to 3 hours will receive a total of at least one (1) hour of preparation time per class period. Teachers who teach AM & PM classes will receive a total of at least 120 minutes of preparation time per class day.

Subd. 6: ECFE Planning, Prep, Set-Up, Take Down and Course Evaluation Time: ECFE teachers

who teach for one hour will receive one hour of planning, preparation, set-up, take down and evaluation time.

Section 4: Compensation: Effective beginning in the 2023-2024 school year, ECFE/SR teachers will be paid at the pro-rata rate according to the salary schedules within this article.

Subd. 1: Step Advancement: ECFE/SR teachers will advance one step provided that the ECFE/SR teacher has rendered a minimum of 720 hours of paid service in the previous school year. Teachers who work less than 720 hours per year will advance a step on the subsequent July 1 when paid service equals 720 hours since the last advancement.

Subd. 2: SR/ECFE Salary Schedule:

23-24									
	Hourly								
Step	BA	BA + 10	BA + 20	BA + 30	MA	MA + 10	MA + 20	MA + 30	MA + 40
1	\$23.30	\$23.77	\$24.25	\$24.73	\$25.23	\$25.73	\$26.24	\$26.77	\$27.30
2	\$23.78	\$24.26	\$24.74	\$25.24	\$25.74	\$26.26	\$26.78	\$27.32	\$27.86
3	\$24.27	\$24.75	\$25.25	\$25.75	\$26.27	\$26.79	\$27.33	\$27.87	\$28.43
4	\$24.79	\$25.28	\$25.79	\$26.30	\$26.83	\$27.36	\$27.91	\$28.47	\$29.04
5	\$25.30	\$25.81	\$26.33	\$26.85	\$27.39	\$27.94	\$28.50	\$29.07	\$29.65
6	\$25.81	\$26.33	\$26.85	\$27.39	\$27.94	\$28.50	\$29.07	\$29.65	\$30.24
7	\$26.33	\$26.85	\$27.39	\$27.94	\$28.50	\$29.07	\$29.65	\$30.24	\$30.85
8	\$26.85	\$27.39	\$27.94	\$28.50	\$29.07	\$29.65	\$30.24	\$30.84	\$31.46

23-24									
	BA	BA + 10	BA + 20	BA + 30	MA	MA + 10	MA + 20	MA + 30	MA + 40
Step	\$33,931	\$34,610	\$35,302	\$36,008	\$36,728	\$37,463	\$38,212	\$38,976	\$39,756
1	\$34,624	\$35,316	\$36,023	\$36,743	\$37,478	\$38,228	\$38,992	\$39,772	\$40,568
2	\$35,330	\$36,037	\$36,757	\$37,492	\$38,242	\$39,007	\$39,787	\$40,583	\$41,395
3	\$36,087	\$36,809	\$37,545	\$38,296	\$39,062	\$39,843	\$40,640	\$41,453	\$42,282
4	\$36,844	\$37,581	\$38,332	\$39,099	\$39,881	\$40,679	\$41,492	\$42,322	\$43,169
5	\$37,580	\$38,332	\$39,098	\$39,880	\$40,678	\$41,491	\$42,321	\$43,168	\$44,031
6	\$38,331	\$39,098	\$39,880	\$40,677	\$41,491	\$42,321	\$43,167	\$44,030	\$44,911
7	\$39,097	\$39,879	\$40,677	\$41,490	\$42,320	\$43,166	\$44,030	\$44,910	\$45,808
8	\$39,879	\$40,677	\$41,490	\$42,320	\$43,166	\$44,030	\$44,910	\$45,808	\$46,725

24-25									
	Hourly								
Step	BA	BA + 10	BA + 20	BA + 30	MA	MA + 10	MA + 20	MA + 30	MA + 40
1	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98	\$26.50	\$27.03	\$27.57	\$28.12
2	\$24.49	\$24.98	\$25.48	\$25.99	\$26.51	\$27.04	\$27.58	\$28.14	\$28.70
3	\$24.99	\$25.49	\$26.00	\$26.52	\$27.05	\$27.59	\$28.15	\$28.71	\$29.28

4	\$25.53	\$26.04	\$26.56	\$27.09	\$27.63	\$28.19	\$28.75	\$29.32	\$29.91
5	\$26.06	\$26.59	\$27.12	\$27.66	\$28.21	\$28.78	\$29.35	\$29.94	\$30.54
6	\$26.58	\$27.12	\$27.66	\$28.21	\$28.78	\$29.35	\$29.94	\$30.54	\$31.15
7	\$27.12	\$27.66	\$28.21	\$28.78	\$29.35	\$29.94	\$30.54	\$31.15	\$31.77
8	\$27.66	\$28.21	\$28.78	\$29.35	\$29.94	\$30.54	\$31.15	\$31.77	\$32.41

24-25										
	Salary									
	Step	BA	BA + 10	BA +20	BA +30	MA	MA +10	MA + 20	MA + 30	MA + 40
	1	\$34,949	\$35,648	\$36,361	\$37,088	\$37,830	\$38,586	\$39,358	\$40,145	\$40,948
	2	\$35,663	\$36,376	\$37,103	\$37,846	\$38,602	\$39,375	\$40,162	\$40,965	\$41,785
	3	\$36,390	\$37,118	\$37,860	\$38,617	\$39,390	\$40,177	\$40,981	\$41,801	\$42,637
	4	\$37,170	\$37,913	\$38,671	\$39,445	\$40,234	\$41,038	\$41,859	\$42,696	\$43,550
	5	\$37,949	\$38,708	\$39,482	\$40,272	\$41,078	\$41,899	\$42,737	\$43,592	\$44,464
	6	\$38,707	\$39,482	\$40,271	\$41,077	\$41,898	\$42,736	\$43,591	\$44,463	\$45,352
	7	\$39,481	\$40,271	\$41,076	\$41,897	\$42,735	\$43,590	\$44,462	\$45,351	\$46,258
	8	\$40,270	\$41,075	\$41,897	\$42,735	\$43,589	\$44,461	\$45,350	\$46,257	\$47,183

Longevity pay will be provided, per year, for ECFE/SR teachers as follows:

- \$600 - 5 years of service
- \$800 - 10 years of service
- \$1000 - 15 years of service
- \$1500 - 20 years of service

Subd. 3: SR Fringe Benefits: Fringe benefits for ECFE/SR teachers will match fringe benefits granted from the Master Agreement.

HEREOF, the parties have executed this Agreement as follows:

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Education Minnesota
Howard Lake-Waverly-Winsted

Howard Lake-Waverly-Winsted Schools
District No. 2687

EMHLWW President

Board Chair

EMHLWW Chief Negotiator

Clerk

EMHLWW Negotiator

ISD 2687 Board Negotiator

Dated this _____ day of _____, 20__
Education Minnesota
Howard Lake-Waverly-Winsted

Dated this _____ day of _____, 20__
Howard Lake-Waverly-Winsted Schools
District No. 2687

SCHEDULE A
2021-2022

Increase 2.5%	"C & D" Schedule									
	STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
	1	40,003	40,594	41,195	41,806	42,918	44,189	45,497	46,844	48,229
	2	41,011	41,618	42,235	42,859	44,279	45,589	46,939	48,328	49,759
	3	42,044	42,667	43,299	43,941	45,682	47,035	48,426	49,860	51,336
	4	43,106	43,744	44,391	45,048	47,131	48,526	49,962	51,441	52,963
	5	44,193	44,847	45,510	46,183	48,624	50,063	51,546	53,071	54,643
	6	45,307	45,977	46,657	47,348	50,167	51,651	53,180	54,753	56,375
	7	46,449	47,137	47,835	48,542	51,756	53,288	54,866	56,489	58,162
	8	47,620	48,325	49,040	49,767	53,396	54,978	56,605	58,280	60,006
	9	48,821	49,543	50,277	51,020	55,090	56,720	58,399	60,128	61,908
	10	50,052	50,793	51,544	52,308	56,836	58,518	60,251	62,034	63,870
	11	51,315	52,074	52,844	53,626	58,638	60,374	62,160	64,001	65,895
	12	52,608	53,386	54,176	54,979	60,497	62,287	64,131	66,029	67,983
	13	53,934	54,733	55,543	56,366	62,414	64,262	66,164	68,122	70,139
	14	55,295	56,113	56,944	57,785	64,393	66,299	68,262	70,281	72,362
	15	56,689	57,527	58,379	59,243	66,434	68,400	70,426	72,510	74,657
	16	58,118	58,979	59,851	60,737	68,540	70,569	72,658	74,808	77,023
	20	59,583	60,466	61,360	62,269	70,713	72,806	74,961	77,179	79,464
	* Additional career increment will be added to salary when beginning 20th performance increment									
	25	61,086	61,990	62,907	63,839	72,953	75,113	77,337	79,626	81,983
	* Additional career increment will be added to salary when beginning 25th performance increment									

Schedule A 2023-2024

Increase 3%	“C & D” Schedule								
STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	42,027	42,648	43,279	43,921	45,089	46,425	47,799	49,214	50,670
2	43,086	43,724	44,372	45,028	46,519	47,896	49,314	50,773	52,276
3	44,172	44,826	45,490	46,164	47,994	49,415	50,876	52,383	53,934
4	45,288	45,957	46,637	47,327	49,515	50,981	52,490	54,044	55,643
5	46,429	47,116	47,813	48,520	51,084	52,596	54,154	55,757	57,408
6	47,600	48,304	49,018	49,744	52,705	54,264	55,871	57,524	59,228
7	48,799	49,522	50,255	50,998	54,375	55,984	57,642	59,347	61,105
8	50,030	50,770	51,522	52,285	56,098	57,760	59,469	61,229	63,042
9	51,291	52,050	52,821	53,602	57,877	59,590	61,354	63,170	65,040
10	52,584	53,363	54,152	54,955	59,712	61,479	63,299	65,173	67,102
11	53,911	54,709	55,518	56,339	61,605	63,428	65,305	67,239	69,229
12	55,270	56,087	56,918	57,761	63,558	65,439	67,376	69,371	71,423
13	56,664	57,502	58,353	59,218	65,572	67,514	69,512	71,568	73,688
14	58,093	58,952	59,825	60,709	67,651	69,654	71,716	73,837	76,023
15	59,557	60,438	61,333	62,241	69,796	71,861	73,989	76,179	78,435
16	61,058	61,963	62,879	63,811	72,008	74,140	76,335	78,593	80,920
20	62,598	63,525	64,464	65,420	74,291	76,490	78,754	81,085	83,485
* Additional career increment will be added to salary when beginning 20th performance increment									
25	64,177	65,127	66,090	67,069	76,645	78,914	81,251	83,655	86,131
* Additional career increment will be added to salary when beginning 25th performance increment									

SCHEDULE B
2022-2023

Increase— 2.0%	“C & D” Schedule								
STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	40,803	41,406	42,019	42,642	43,776	45,073	46,407	47,780	49,194
2	41,832	42,450	43,080	43,717	45,165	46,501	47,878	49,294	50,754
3	42,885	43,520	44,165	44,820	46,596	47,976	49,395	50,857	52,363
4	43,969	44,619	45,279	45,949	48,073	49,496	50,961	52,469	54,022
5	45,077	45,744	46,420	47,107	49,596	51,064	52,577	54,133	55,736
6	46,213	46,897	47,590	48,295	51,170	52,684	54,244	55,849	57,503
7	47,378	48,079	48,791	49,513	52,791	54,353	55,964	57,619	59,325
8	48,573	49,291	50,021	50,762	54,464	56,077	57,737	59,446	61,206
9	49,797	50,534	51,283	52,041	56,191	57,855	59,567	61,330	63,146
10	51,053	51,809	52,575	53,354	57,973	59,689	61,456	63,275	65,147
11	52,341	53,116	53,901	54,698	59,811	61,581	63,403	65,281	67,213
12	53,660	54,454	55,260	56,079	61,706	63,533	65,414	67,350	69,343
13	55,013	55,828	56,654	57,493	63,663	65,548	67,487	69,484	71,541
14	56,401	57,235	58,083	58,941	65,680	67,625	69,627	71,687	73,809
15	57,822	58,678	59,546	60,428	67,763	69,768	71,834	73,960	76,150
16	59,280	60,158	61,048	61,952	69,910	71,981	74,111	76,304	78,563
20	60,775	61,675	62,587	63,514	72,127	74,262	76,461	78,723	81,053
* Additional career increment will be added to salary when beginning 20th performance increment									
25	62,308	63,230	64,165	65,116	74,412	76,615	78,884	81,219	83,622
* Additional career increment will be added to salary when beginning 25th performance increment									

Schedule B 2024-2025

<u>Change of Martix</u>			<u>"C & D"</u> <u>Schedul</u> <u>e</u>						
<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+40</u>
<u>1</u>	<u>42,887</u>	<u>44,000</u>	<u>45,190</u>	<u>46,402</u>	<u>48,542</u>	<u>50,050</u>	<u>51,529</u>	<u>53,901</u>	<u>55,401</u>
<u>2</u>	<u>44,098</u>	<u>45,267</u>	<u>46,533</u>	<u>47,906</u>	<u>50,277</u>	<u>51,743</u>	<u>53,368</u>	<u>55,782</u>	<u>57,349</u>
<u>3</u>	<u>45,310</u>	<u>46,533</u>	<u>47,876</u>	<u>49,410</u>	<u>52,012</u>	<u>53,435</u>	<u>55,207</u>	<u>57,663</u>	<u>59,296</u>
<u>4</u>	<u>46,521</u>	<u>47,800</u>	<u>49,219</u>	<u>50,915</u>	<u>53,747</u>	<u>55,128</u>	<u>57,046</u>	<u>59,544</u>	<u>61,244</u>
<u>5</u>	<u>47,733</u>	<u>49,067</u>	<u>50,562</u>	<u>52,419</u>	<u>55,482</u>	<u>56,821</u>	<u>58,885</u>	<u>61,425</u>	<u>63,191</u>
<u>6</u>	<u>48,944</u>	<u>50,333</u>	<u>51,905</u>	<u>53,923</u>	<u>57,217</u>	<u>58,513</u>	<u>60,724</u>	<u>63,306</u>	<u>65,139</u>
<u>7</u>	<u>50,155</u>	<u>51,600</u>	<u>53,248</u>	<u>55,427</u>	<u>58,952</u>	<u>60,206</u>	<u>62,563</u>	<u>65,187</u>	<u>67,086</u>
<u>8</u>	<u>51,367</u>	<u>52,867</u>	<u>54,591</u>	<u>56,931</u>	<u>60,687</u>	<u>61,899</u>	<u>64,402</u>	<u>67,068</u>	<u>69,034</u>
<u>9</u>	<u>52,578</u>	<u>54,133</u>	<u>55,934</u>	<u>58,436</u>	<u>62,423</u>	<u>63,591</u>	<u>66,240</u>	<u>68,948</u>	<u>70,981</u>
<u>10</u>	<u>53,790</u>	<u>55,400</u>	<u>57,277</u>	<u>59,940</u>	<u>64,158</u>	<u>65,284</u>	<u>68,079</u>	<u>70,829</u>	<u>72,929</u>
<u>11</u>	<u>55,001</u>	<u>56,667</u>	<u>58,620</u>	<u>61,444</u>	<u>65,893</u>	<u>66,977</u>	<u>69,918</u>	<u>72,710</u>	<u>74,876</u>
<u>12</u>	<u>56,212</u>	<u>57,933</u>	<u>59,963</u>	<u>62,948</u>	<u>67,628</u>	<u>68,669</u>	<u>71,757</u>	<u>74,591</u>	<u>76,824</u>
<u>13</u>	<u>57,424</u>	<u>59,200</u>	<u>61,306</u>	<u>64,452</u>	<u>69,363</u>	<u>70,362</u>	<u>73,596</u>	<u>76,472</u>	<u>78,771</u>
<u>14</u>	<u>58,635</u>	<u>60,467</u>	<u>62,649</u>	<u>65,957</u>	<u>71,098</u>	<u>72,055</u>	<u>75,435</u>	<u>78,353</u>	<u>80,719</u>
<u>15</u>	<u>59,847</u>	<u>61,733</u>	<u>63,992</u>	<u>67,461</u>	<u>72,833</u>	<u>73,747</u>	<u>77,274</u>	<u>80,234</u>	<u>82,666</u>
<u>16</u>	<u>62,584</u>	<u>63,000</u>	<u>65,335</u>	<u>68,965</u>	<u>74,568</u>	<u>75,440</u>	<u>79,113</u>	<u>82,115</u>	<u>84,614</u>
<u>20</u>	<u>64,122</u>	<u>64,600</u>	<u>67,035</u>	<u>70,765</u>	<u>76,568</u>	<u>77,640</u>	<u>81,413</u>	<u>84,515</u>	<u>87,114</u>
<u>* Additional career increment will be added to salary when beginning 20th performance increment</u>									
<u>25</u>	<u>65,762</u>	<u>66,300</u>	<u>68,835</u>	<u>72,665</u>	<u>78,668</u>	<u>79,940</u>	<u>83,813</u>	<u>87,015</u>	<u>89,714</u>
<u>* Additional career increment will be added to salary when beginning 25th performance increment</u>									

SCHEDULE C
EXTRA-CURRICULAR ATHLETICS SCHEDULE

<u>Group 1</u> ¹	10.75%	<u>Group 2</u> ¹	8.25%
<ul style="list-style-type: none"> - Head Football - Head Volleyball - Head Boys Basketball - Head Girls Basketball - Head Wrestling - Head Gymnastics 		<ul style="list-style-type: none"> - Head Track - Head Baseball - Head Softball - Head Cross Country - Head Boys Golf - Head Girls Golf 	
<u>Group 3</u>	7.50%	<u>Group 4</u>	5.50%
<ul style="list-style-type: none"> - Asst Football - Asst Volleyball - 9th Boys Basketball - 9th Girls Basketball - Asst Wrestling - Asst Gymnastics - JV Football - JV Volleyball - JV Boys Basketball - JV Girls Basketball 		<ul style="list-style-type: none"> - Asst Track - Asst Baseball - Asst Softball - Asst Cross Country - Asst Boys Golf - Asst Girls Golf - JV Baseball - JV Softball - 9th Football - 9th Volleyball - Asst Boys Basketball - Asst Girls Basketball - 9th Wrestling - 9th Gymnastics 	
<u>Group 5</u>	4.75%	<u>Group 6</u>	4.50%
<ul style="list-style-type: none"> - 9th Track - 9th Baseball - 9th Softball 		<ul style="list-style-type: none"> - 7th & 8th Football - 7th & 8th Volleyball - 7th & 8th Boys Basketball - 7th & 8th Girls Basketball - 7th & 8th Wrestling - 7th & 8th Gymnastics 	
<u>Group 7</u>	3.50%	<u>Group 8</u>	4.00%
<ul style="list-style-type: none"> - 7th & 8th CC - 7th & 8th Baseball - 7th & 8th Softball - 7th & 8th Track - 7th & 8th Boys Golf - 7th & 8th Girls Golf 		<ul style="list-style-type: none"> - Weight Room Supervision 	

Footnotes:

¹ Head positions in all C-Schedule areas shall start at least at experience level 4 of the salary schedule

*Additional compensation will be given for daily, organized practices or events outside of school hours beyond the second round of playoffs for MSHSL events. Additional compensation will be paid on a weekly basis (every 7 days) following the second round contest at a rate of \$275 for the head coach and \$125 for one assistant coach.

SCHEDULE D
EXTRA-CURRICULAR ACTIVITIES SCHEDULE

Band/Choir

HS Band Program ^{7,9}	7.00%
MS/HS Vocal Program ^{7,9}	7.00%
Pep Band Advisor ^{1,7}	5.00%
MS Band Program ^{7,8}	4.00%
Marching Band Advisor ²	3.50%
HS Jazz Band Advisor ⁷	3.00%
MS Jazz Band Advisor ⁷	2.00%
Elementary Music Program ³	1.50% (per show)

One Act Play

Director	7.75%
Costumer	4.00%
Lights/Sound/Tech Booth	1.50%
Set Designer/Painter/Builder	1.50%

Speech

HS Advisor	7.50%
HS Assistant Advisor	4.00%
MS Advisor	3.25%

Yearbook

HS Advisor ^{4,7}	4.50%
MS Advisor ⁷	1.50%

Cheerleading

Fall	4.75%
Winter	4.75%

Knowledge Bowl

HS Advisor	4.00%
MS Advisor	2.50%

Musical

Director	7.75%
Vocal Director	6.25%
Costumer	4.25%
Instrumental Director	3.25%
Assistant Director	3.25%
Set Designer/Painter/Builder	3.00%
Pianist	2.00%
Lights/Sound/Tech Booth	2.00%

Spring Play

Director	7.75%
Costumer	4.00%
Set Designer/Painter/Builder	2.25%
Lights/Sound/Tech Booth	2.00%

Clay Target

Fall Advisor	3.00%
Spring Advisor	5.50%

FFA

Co-Advisor ⁷ (2)	9.00%
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MS Advisor	4.50%
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Student Council

HS Advisor ⁷	3.50%
MS Advisor ⁷	1.50%

Other Misc. Advisors

Robotics Club	7.00%
Art Club ⁷	5.00%
Letterclub ⁷	4.25%
Broadcasting Club (3 seasons)	3.50%
Flag/Color Guard	3.00%
NHS Advisor ⁷	2.50%
Prom Advisor (2 paid advisors)	2.50%
School Paper ^{6,7}	2.50%
Senior Class (2 paid advisors) ⁷	1.00%

¹ Pep Band Advisor will perform a minimum of 15 events (\$25 per hour for events beyond 15)

² Summer Marching Band - Will participate in 4 3 summer festivals/events - Winsted Parade, Waverly Parade, Howard Lake Parade

³ Elementary Music Programs - Limited to 3 shows per building per school year. The number per teacher will depend upon the teaching assignment.

⁴ Yearbook - When done as an extra-curricular assignment

⁵ Assistant FFA Advisor - Assistant will be added once participation has reached 75 students in a given year

⁶ School Paper - When done as an extra-curricular assignment

⁷ Year-long activity advisors will be paid over 24 pay periods

⁸ MS Band Advisor -If more than one teacher teaches MS Band, the pay will be divided equally based on the number of bands each teacher has at the MS level (Ex. 1 band = 1/4 of the pay)

⁹ HS Band Program and MS/HS Choral Program shall perform at the Memorial Day programs - HS Band (2); MS/HS Choral (1)

ADDITIONAL C AND D SCHEDULE GUIDELINES

Extra-curricular activities shall be assigned by mutual consent between the teacher and the District. In the event the responsibilities cannot be filled by mutual consent, the District may assign a teacher an activity for up to **3 1** year. After a teacher has completed a **3 1** year assignment in an activity, further assignments in that activity may be made only by mutual agreement. **Teachers may only be assigned to an activity that meets primarily during the school day. These activities include: Student Council, Yearbook, Art club, Letterclub, Broadcasting Club, MHS, Prom Committee, School Paper, and Senior Class Advisor.**

The salary for extra-curricular assignments shall be determined by multiplying the proper percentage times the salary on the teacher's experience level in the activity on the B.A.+20 lane, up to a maximum of experience step 14. The experience level shall be determined by the number of years the teacher has worked in that activity.

Teachers shall be allowed outside experience for these extra-curricular activities on the B.A.+20 lane up to a maximum of experience of step 14. Full experience shall include the total number of years which the teacher has coached in that sport. This includes work as head, assistant, 9th grade, or 7th- 8th grade coaching in the District and all previous districts. Positions may be created or eliminated according to need at the discretion of the School District.

Extra-curricular assignments are subject to established compensation for such services which exceed the teaching services prescribed in the teacher's individual teaching. Such assignments shall not have continuing contract rights under M.S. 122A.40.

Agriculture/FFA Department-Summer work under this schedule shall be based on a 40-hour week, and compensation will be based on the step and lane the teacher was credited with during the school year. If any activity does not have sufficient student participation, the assignment will be dropped, and any compensation will be based on the pro-rata time the activity was held.

SCHEDULE E
OTHER COMPENSATION

Travel Time and Mileage:

<u>Travel Time and Mileage</u>	<u>Time</u>	<u>Miles (each way)</u>
Humphrey Elementary to MAWSECO	20 minutes	5.5 miles
Humphrey Elementary to Winsted Elementary	30 minutes	11 miles
Humphrey Elementary to High School/Middle School	25 minutes	8.3 miles
Winsted Elementary to MAWSECO	20 minutes	7 miles
Winsted Elementary to High School/Middle School	20 minutes	4.9 miles
High School/Middle School to MAWSECO	15 minutes	2.2 miles

Travel time is not a grievable issue beyond the Superintendent unless prep time and lunchtime are not equal to other staff or in violation of the contract.

Teachers shall be reimbursed at the federal mileage rate per mile when traveling on District business in their own car. Teachers will be reimbursed for all travel necessary to fulfill the responsibilities of their position once the regular workday has begun.

Should these responsibilities require the teacher’s presence before or after regular working hours at a place other than the primary work site, mileage may be claimed for travel to and from said place without the need to stop at the primary work site, minus the distance from the teacher’s home to the primary work site.

Activity Passes:

All teachers shall be issued an activity pass, which shall admit the teacher to all District events. If the teacher is working at the event, a spouse or friend shall be able to use said pass.

Miscellaneous Job Titles:

<u>Additional Time</u>	
<u>Title</u>	<u>Number of Days over contract</u>
HS Guidance Counselor	10 days
MS Guidance Counselor	4 days
District Counselor	4 days
Dean of Students	10 days
Nurse	26 days
ALP Lead Teacher	2 days

Compensatory Time:

Compensatory time will be reimbursed at the rate established in Schedule F or equal time off for services provided beyond the regular duty day and not covered by Schedule C, at the teacher’s discretion.

Compensatory time cannot be used during the first ~~10~~5 student days of school or the last ~~10~~5 student days of school. Written requests for compensatory time pay are due to payroll by June 1st of school of each year or at time of termination of employment. If said requests are not submitted by the deadline, compensatory time will be accumulated up to ~~8~~16 hours of carry over; anything over the ~~8~~16 hour maximum carry over will be forfeited. Compensatory time must be signed off by an administrator within 30 days of when it was earned in order for it to be valid for use, pay, or carryover opportunities.

Summer School Teaching:

Summer school for special education and the alternative learning program shall be based on a 40-hour week, and compensation will be based on the step and lane the teacher was credited with during the school year.

Any summer school for regular education funded by a grant or targeted services funds, will be paid at the \$27.50 per hour rate (see Schedule F; Step One), due to the limited funds available through these programs, based on a per pupil funding formula.

Summer Work:

Summer work will be reimbursed at the rate established in Schedule F. Summer work includes: curriculum work, staff development, and technology summer maintenance.

Association Dues:

The District shall pay for one (1) state association dues for head coaches, directors (athletics, fine arts, and co-curricular activities). Fees shall be paid from the particular program's budget. At the discretion of the Superintendent, more than one (1) association dues can be paid if it is deemed necessary for students to participate in state activities (all-state games, state band, choirs, etc.).

SCHEDULE F
HOURLY COMPENSATION

Step 1-4 - \$27.50
Step 5-9 - \$30.00
Step 10-14 - \$32.50
Step 15 and up - \$35.00

HLWW Public Schools

2024-2025

Academic Year Calendar



Key

No School	2HR Late Start/Early Release
Workshop (no students)	Comp Day (no student/staff)
No School Elm Only & zhr late start 5-12	

August/September						
Su	M	Tu	W	Th	F	Sa
25	26	27	28	29	30	31
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Events/Holidays	
8/22	New Teacher Workshop
9/2	Labor Day
9/3	First Day of School
10/17 & 18	Fall Holiday
11/27-29	Thanksgiving Break

Approved 1-23-2023

updated/approved 7-10-2023

October 24						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 24						
Su	M	Tu	W	Th	F	Sa
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 24						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 25						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

12/23 -1/1	Winter Break
1/20	Martin Luther King Day
2/7	No School Elm Only-PT Conf
2/17	Presidents' Day
3/25-3/29	Spring Break
4/18 & 4/21	Easter Break
5/26	Memorial Day
6/4	Last Day of School-early release

February 25						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6		8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 25						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 25						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 25						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

6/8	Graduation
6/5	Last Day for Staff
HLWW Public Schools may use E-Learning Day plans for weather related closures. State Law allows for 5 E-Learning Days in a school year.	

June 25						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Open Houses	
8/28 - Middle School - 4:30-7:30 p.m.	
8/28 - High School - 5:00-7:00 p.m.	
9/3 & 9/4 - K-4 Open House will be held during individual Welcome Back Day Sessions	

Parent/Teacher Conferences	
Elementary Schools - Nov 21 & 25 - 4:00pm- 4:45pm; Feb 8 - 4:00pm- 4:45pm; Feb 7 - 7:30am-1:30pm	
Middle School - October 14 - 4:00-7:00 p.m.; February 20 & 24 - 3:00-6:00 p.m.	
High School - October 14, December 18, February 24 - 4:00-7:00 p.m.	

End of Quarters/Semesters	
Mid-Quarter Dates - Oct 1; Dec 6; Feb 19; May 1	Elem/MS/HS
End of Quarters/Semesters - Nov 1; Jan 17; Mar 20; June 4	Elem/MS/HS

APPENDIX H

- At the time of the approval of this agreement, the 2025-2026 school calendar had not been approved by the school board. The 2025-2026 school calendar will be posted to the HLWW website once approved.

APPENDIX I

GRIEVANCE REPORT FORM

Name(s) _____ Building(s) _____

Date Grievance Occurred: _____

Level: _____

Statement of Facts:

Specific Provision(s) of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: _____

Signature(s) of Grievant(s)

MEMORANDUM AGREEMENT

POSTRETIREMENT HEALTH CARE SAVINGS ARRANGEMENT

(2021-2023)

Whereas, Independent School District #2687 and Education Minnesota Howard Lake-Waverly-Winsted have agreed to adopt a postretirement health care savings plan to be offered through a voluntary employees' beneficiary association (VEBA/HRA):

Be it therefore resolved that the parties agree to the following:

Section 1. Establishment of VEBA/HRA: The District will adopt a post retirement healthcare reimbursement arrangement (VEBA/HRA) for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. Employer and employees assent to and ratify the appointment of a trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitutes a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

Section 2. Benefits provided through the VEBA/HRA. Employer shall provide the following welfare benefit arrangement through the VEBA/HRA Plan:

The Postretirement Health Care Savings Arrangement

As per Memorandum of Understanding between Independent School District #2687 and Education Minnesota Howard Lake-Waverly-Winsted a VEBA/HRA account with a contribution of will be established at retirement to those that qualify. To qualify the teacher must:

- a. submit resignation in writing and be accepted by the Board of Education by March 30th of the year retiring;
- b. be at least age 55 and have 15 years of teaching experience;
- c. teacher must be in good standing with MN Board of Licensure
- d. at least 10 of the 15 years of teaching experience must be with HLWW School District _____
- e. not have previously resigned or retired during their time in the District, even if immediately rehired by the District;

The duration of this agreement will expire on June 30, 2023.

Section 3. Payment of Administrative Fee. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA/HRA Plan is terminated.

Section 4. Employer Contributions to the Postretirement Health Care Savings Arrangement

Subd. 1. Severance Pay: Within sixty (60) days of the effective date of retirement, Employer shall pay 100% of the amount of the Severance Pay otherwise payable to qualifying employees under this Memorandum Of Understanding to individual accounts established for those employees under the

~~Postretirement Health Care Savings Arrangement. Employees will not be entitled to receive this amount in the form of taxable cash compensation.~~

~~**Section 5. Annual Contributions to Postretirement Health Care Savings Plan:** The employer will make an annual contribution to individual accounts under the Postretirement Health Care Savings Arrangement for qualifying employees who are members of this Collective Bargaining Agreement. Qualified teachers will receive \$20,000 in the year they retire.~~

~~The cumulative contribution to an individual employee's account in the Postretirement Health Care Savings Arrangement shall not exceed the amount stated above for the specific year. The Employer will make a one time contribution.~~

~~**Section 6. Entire Agreement:** This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.~~

~~**Section 7. No Precedent:** This agreement does not set any precedent for any future issues, or for the ability to open the contract. The agreement shall sunset at the end of the 2022-2023 school year. THIS IS NOT TO BE EXTENDED BEYOND THIS CONTRACT.~~

~~Education Minnesota~~ _____ ~~Howard Lake-Waverly-Winsted Schools~~

~~Howard Lake-Waverly-Winsted~~ _____ ~~District No. 2687~~

~~EMHLWW President~~ _____ ~~Board Chair~~

~~EMHLWW Chief Negotiator~~ _____ ~~Clerk~~

~~EMHLWW Negotiator~~ _____ ~~ISD 2687 Board Negotiator~~

~~Dated this _____ day of _____, 20__~~ _____ ~~Dated this _____ day of _____, 20__~~

MEMORANDUM AGREEMENT

Special Education Teacher Planning Days

~~(2021-2023)~~

(2023-2025)

This Memorandum of Understanding is entered into between Independent School District No. 2687, Howard Lake-Waverly-Winsted Public Schools (hereafter “School District”) and Education Minnesota Howard Lake-Waverly-Winsted (hereafter “Union”).

WHEREAS, the School District and the Union are parties to an agreed upon Master Agreement, effective July 1, ~~2021-2023~~ through June 30, ~~2023-2025~~, this memorandum is confirmation that both parties agree to provide special education IEP case managers, planning time during the school year.

Section 1. Guidelines

1. An IEP case manager may request a day (1) of sub coverage per semester to work on due process paperwork (including but not limited to an initial evaluation summary, re-evaluation summary, annual IEP/Progress Reports, or transition plans).
2. An IEP case manager may waive his/her planning day and donate it to another IEP case manager. No IEP case manager may have more than two full days per semester.
3. The IEP case manager must request a substitute seven (7) calendar days in advance.
4. The Special Education teacher or Speech Language Pathologist will be allowed to work remotely on their due process days.
5. An IEP case manager may choose to use both of his/her days in either the first or second semester.
6. In lieu of release time, the Special Education teacher or Speech Language Pathologist may choose to work during non-contract time and be compensated at their hourly rate for up to 16 hours per year.

Section 2. Entire Agreement: This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

Section 3. No Precedent: This agreement does not set any precedent for any future issues, or for the ability to open the contract. The agreement shall sunset at the end of the ~~2023-2024~~ 2024-2025 school year. THIS IS NOT TO BE EXTENDED BEYOND THIS CONTRACT.

Education Minnesota

Howard Lake-Waverly-Winsted Schools

Howard Lake-Waverly-Winsted

District No. 2687

EMHLWW President

Board Chair

EMHLWW Chief Negotiator

Clerk

EMHLWW Negotiator

Dated this _____ day of _____, 20__

ISD 2687 Board Negotiator

Dated this _____ day of _____, 20__

MEMORANDUM AGREEMENT

Earned Sick and Safe Time Administration

WHEREAS, Independent School District No. 2687 and Education MN - Howard Lake-Waverly-Winsted have negotiated a master agreement, July 1, 2023 to June 30, 2025, governing terms and conditions of employment of teachers; and

WHEREAS, the Teacher Master Agreement Article XIV, Section 1 outlines the use of sick leave within the teacher’s contract year.

WHEREAS, Minnesota Earned Sick & Safe Time (ESST) legislation goes into effect on January 1, 2024 expanding uses for earned sick and safe time for up to 80 hours per year.

WHEREAS, the district’s payroll system does not currently have the ability to allocate, track and reflect on earning statements all requirements of the law as a separate leave category, Independent School District No. 2687 and Education MN - Howard Lake-Waverly-Winsted hereby agree as follows:

1. From January 1, 2024 to June 30, 2024 a teacher may use up to forty-eight (48) hours of accumulated sick leave for reasons listed in the Minnesota Earned Safe and Sick Time (ESST) law.
2. If there is no payroll system to allocate, track and reflect on earning statements all the requirements of the law on or around September 1, 2024, a teacher may use up to eighty (80) hours of accumulated sick leave for reasons listed in the Minnesota Earned Safe and Sick Time (ESST) law during the 2024-2025 school year.

District Representative

Ed MN- Howard Lake-Waverly-Winsted Representative

Signature/Date

Signature/Date