

**MASTER AGREEMENT BETWEEN**

**HOWARD LAKE-WAVERLY-WINSTED**

**INDEPENDENT**

**SCHOOL DISTRICT NUMBER 2687**

**AND**

**EDUCATION MINNESOTA**

**HOWARD LAKE-WAVERLY-WINSTED**

**2019-2021**

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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.

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.** 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.** At the discretion of the supervising principal or Superintendent, complaints regarding a teacher's professional performance made to the supervising principal or Superintendent will be called to the attention of the teacher on an informal basis. 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.** 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.** 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:**

**Subd. A.** Duties of a leadership team member will include:

1. School-wide planning.
2. Attendance at meetings set by the building principal during the contractual day.
3. Attendance at 8 hours of leadership team meetings – hours will be outside the contracted day as agreed upon by leadership team members.

**Subd. B.** Each leadership team member shall receive \$200.00 or 8 comp hours for his/her employment as such. The building principal shall retain the right to appoint or not to appoint members of the leadership team. A building leadership team shall consist of four to six teacher members.

**Subd. C.** The leadership team member shall be directly responsible to the supervising principal.

**Subd. D.** Such leadership team member shall not be considered a supervisory employee 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 \$25.00 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; in the middle school this will be a period of 40-50 minutes in length. In elementary if a teacher prep is split in half, a "period" shall mean a class of approximately 25 minutes, and shall be paid for at the rate of \$12.50.

**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 \$25.00 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 \$25.00 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.

**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, 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 of \$25 per hour 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. 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, as close as reasonably possible to 30 minutes, which will be included in 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 this will be the equivalent of one class period (at least 50 minutes in length). In the middle school this will be a prep period of 40-50 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 of 40-50 minutes in length, 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 and 3rd quarter grading periods, the District may schedule a maximum of two hours of professional development and/or staff meetings.

## 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. 2019-2020 and 2020-2021 SALARY SCHEDULES:** The wages and salaries reflected in Schedules A and B attached hereto, shall be part of the Agreement for the 2019-2020 and 2020-2021 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, with pre-approval 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 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 20<sup>th</sup> or March 20<sup>th</sup> of each year. Credits submitted by official transcript after September 20<sup>th</sup>, or March 20<sup>th</sup> even though otherwise qualifying, shall not be considered until the following school year. If an official transcript is not available by September 20<sup>th</sup>, or March 20<sup>th</sup> 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.

**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.

**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. 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 \$3,000 for a full year assignment or a prorated amount for that portion of the year.

**Section 7. PAYMENT OF SALARIES FROM SCHEDULES A & B.** Every teacher shall receive his or her salary in 24 equal payments beginning on the 5<sup>th</sup> and 20<sup>th</sup> of the first month taught.

**Section 8. 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 time 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 5. 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 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 \$6,586 per year for the 2019-20 school year, and \$6,707 per year for the 2020-2021 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 \$10,699 per year for the 2019-2020 school year, and \$11,237 per year for the 2020-2021 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 for year 2019-2020 and \$350.00 for year 2020-2021 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 2019-2020; a \$50,000 term life policy, subject to carrier/policy provisions, for 2020-2021. 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 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 2019-2020 and 2020-2021 school years, the calendar shall provide for 173 student contact days and 11 non-student contact days to include in-services,

open house, quarterly parent-teacher conferences, and workdays. New teachers may be required to attend additional orientation sessions.

**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 2019-2021 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 XII 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 not designated as holidays by state law.

**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 Small Group teachers:** "Small group of teachers" means a group of teachers consisting of five (5) or less.

**Subd. E Answer:** "Answer" means a concise response outlining the employer's position on the grievance.

**Section 2. ADJUSTMENT OF GRIEVANCE:** The School District and the teacher(s) 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 an aggrieved teacher or small group of teachers 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.

**Subd. B Level II:** 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.

**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 3 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 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 XIII 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 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:** An employee may elect to participate in the use of a sick leave bank by donating up to 6 days of accumulated sick leave per year to the bank, as long as the employee has at least (30) days of unused sick leave in their own sick leave account. 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 and,
4. must be known or expected to miss at least 5 consecutive days and,
5. must have his/her absence approved pursuant to standard attendance policies and
6. make a written application showing the need to the committee.

A committee made up of two employee group members and one employer representative will review applications for use of the sick leave bank.

## **Section 2. BEREAVEMENT LEAVE:**

**Subd. A.** A maximum of five (5) days of accumulated sick leave can be used when there is a death of a member of the teacher's immediate family. A teacher may use five (5) 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) days of accumulated sick leave can be used when there is a death of any other person as defined below. A teacher may use (3) 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 of accumulated sick leave can be used when there is a death of any other unspecified person.

**Section 3. PERSONAL LEAVE:**

**Subd. A.** A teacher shall be granted two (2) days of personal leave at his or her discretion. A teacher may carry over one (1) unused day of personal leave from one year to the next with a maximum accumulation of three (3) 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.

**Subd. B. Usage Limit:** A teacher may not use more than four (4) 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 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. **Additional Day Buy Back:** May be granted after the exhaustion of personal leave days under the following provisions and cannot be accumulated:

a. **Sick Leave Deduction:** One (1) additional day may be “purchased” for 15 days of accumulated sick leave for teachers that have accumulated 50 sick leave days. These days will be deducted from the teacher’s accrual of sick leave after approval by the building principal.

3. **Unpaid Days:**

a. Unpaid days will be used after additional buy back.

b. 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.

c. 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 student days and the last 10 student days of the school year. Personal days may be granted during the first and last 10 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 1<sup>st</sup> 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 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 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 XIV  
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 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 approved provider, of any change.

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

<b>Years of Service</b>	<b>District Maximum Annual Match 2019-2021</b>
1-5	\$600
6-10	\$900
11-15	\$1100
16 - 20	\$1200
21+	\$1500

**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 XV  
SICK LEAVE/HRA CONTRIBUTION**

Beginning with the contract years of 2011-13, 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 the current substitute daily pay rate (currently \$100/day) 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 (\$100)
55-74 days accumulated sick leave	2 days (\$200)
75-94 days accumulated sick leave	3 days (\$300)
95-115 days accumulated sick leave	4 days (\$400)

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

## ARTICLE XVI DURATION

**Section 1. TERM AND REOPENING NEGOTIATIONS:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2019, through June 30, 2021, 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 2021.

**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.

**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

  
EMHLWW President

  
EMHLWW Chief Negotiator

  
EMHLWW Negotiator

Dated this 23 day of October, 2019  
Education Minnesota  
Howard Lake-Waverly-Winsted

Howard Lake-Waverly-Winsted Schools  
District No. 2687

  
Board Chair

  
Clerk

  
ISD 2687 Board Negotiator

Dated this 14 day of October, 2019  
Howard Lake-Waverly-Winsted Schools  
District No. 2687

SCHEDULE A  
2019-20

2019-20 Schedule A									
Increase 1.25%		"C & D" Schedule							
STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	38,299	38,866	39,441	40,025	41,090	42,307	43,560	44,849	46,176
2	39,265	39,846	40,436	41,035	42,393	43,648	44,940	46,270	47,640
3	40,254	40,850	41,456	42,069	43,737	45,032	46,364	47,737	49,150
4	41,271	41,881	42,501	43,129	45,124	46,460	47,835	49,250	50,708
5	42,311	42,937	43,572	44,217	46,554	47,932	49,351	50,811	52,316
6	43,378	44,019	44,670	45,332	48,030	49,452	50,916	52,422	53,974
7	44,471	45,129	45,797	46,475	49,553	51,019	52,530	54,084	55,685
8	45,593	46,267	46,952	47,647	51,123	52,637	54,194	55,799	57,450
9	46,742	47,434	48,136	48,848	52,744	54,305	55,912	57,568	59,272
10	47,921	48,630	49,349	50,080	54,416	56,027	57,685	59,392	61,150
11	49,130	49,857	50,594	51,343	56,141	57,803	59,514	61,275	63,089
12	50,368	51,113	51,869	52,638	57,920	59,635	61,400	63,217	65,089
13	51,638	52,402	53,178	53,965	59,757	61,526	63,346	65,221	67,152
14	52,941	53,723	54,519	55,325	61,651	63,476	65,355	67,289	69,280
15	54,275	55,078	55,893	56,720	63,605	65,487	67,426	69,422	71,477
16	55,643	56,467	57,302	58,151	65,621	67,564	69,564	71,622	73,742
20	57,046	57,891	58,747	59,617	67,702	69,706	71,769	73,893	76,080
* Additional career increment will be added to salary when beginning 20th performance increment									
25	58,485	59,351	60,229	61,121	69,847	71,915	74,044	76,235	78,492
* Additional career increment will be added to salary when beginning 25th performance increment									

SCHEDULE B  
2020-21

2020-21 Schedule B										
Increase 1.9%			"C & D" Schedule							
STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40	
1	39,027	39,604	40,190	40,786	41,871	43,111	44,387	45,701	47,053	
2	40,011	40,603	41,205	41,814	43,199	44,477	45,794	47,149	48,545	
3	41,019	41,626	42,243	42,869	44,568	45,888	47,245	48,644	50,084	
4	42,055	42,677	43,308	43,949	45,981	47,342	48,743	50,186	51,671	
5	43,115	43,753	44,400	45,057	47,438	48,842	50,289	51,777	53,310	
6	44,202	44,856	45,519	46,193	48,943	50,391	51,883	53,418	55,000	
7	45,316	45,987	46,668	47,358	50,494	51,988	53,528	55,111	56,743	
8	46,459	47,146	47,844	48,553	52,094	53,637	55,224	56,859	58,542	
9	47,630	48,335	49,051	49,776	53,746	55,337	56,975	58,661	60,398	
10	48,831	49,554	50,287	51,032	55,450	57,091	58,781	60,521	62,312	
11	50,063	50,804	51,555	52,318	57,208	58,901	60,644	62,440	64,288	
12	51,325	52,084	52,855	53,638	59,021	60,768	62,567	64,419	66,325	
13	52,619	53,398	54,188	54,991	60,892	62,695	64,550	66,460	68,428	
14	53,946	54,744	55,555	56,376	62,822	64,682	66,597	68,567	70,597	
15	55,306	56,124	56,955	57,798	64,814	66,732	68,708	70,741	72,836	
16	56,700	57,540	58,391	59,256	66,868	68,848	70,886	72,983	75,144	
20	58,130	58,991	59,863	60,750	68,988	71,030	73,133	75,297	77,526	
			* Additional career increment will be added to salary when beginning 20th performance increment							
25	59,596	60,478	61,373	62,282	71,174	73,281	75,451	77,684	79,983	
			* Additional career increment will be added to salary when beginning 25th performance increment							

**SCHEDULE C**  
**EXTRA-CURRICULAR ATHLETICS SCHEDULE**

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

**Footnotes:**

<sup>1</sup> 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**

<b>Band/Choir</b>		<b>Musical</b>	
HS Band Program <sup>7,9</sup>	7.00%	Director	7.75%
MS/HS Vocal Program <sup>7,9</sup>	7.00%	Vocal Director	6.25%
Pep Band Advisor <sup>1,7</sup>	5.00%	Costumer	4.25%
MS Band Program <sup>7,8</sup>	4.00%	Instrumental Director	3.25%
Marching Band Advisor <sup>2</sup>	3.50%	Assistant Director	3.25%
HS Jazz Band Advisor <sup>7</sup>	3.00%	Set Designer/Painter/Builder	3.00%
MS Jazz Band Advisor <sup>7</sup>	2.00%	Pianist	2.00%
Elementary Music Program <sup>3</sup>	1.50% (per show)	Lights/Sound/Tech Booth	2.00%
<b>One Act Play</b>		<b>Spring Play</b>	
Director	7.75%	Director	7.75%
Costumer	4.00%	Costumer	4.00%
Lights/Sound/Tech Booth	1.50%	Set Designer/Painter/Builder	2.25%
Set Designer/Painter/Builder	1.50%	Lights/Sound/Tech Booth	2.00%
<b>Speech</b>		<b>Clay Target</b>	
HS Advisor	7.50%	Fall Advisor	3.00%
HS Assistant Advisor	4.00%	Spring Advisor	5.50%
MS Advisor	3.25%		
<b>Yearbook</b>		<b>FFA</b>	
HS Advisor <sup>4,7</sup>	4.50%	Advisor <sup>7</sup>	12.00%
MS Advisor <sup>7</sup>	1.50%	Assistant Advisor <sup>5,7</sup>	6.00%
		MS Advisor	4.50%
<b>Cheerleading</b>		<b>Student Council</b>	
Fall	4.75%	HS Advisor <sup>7</sup>	3.50%
Winter	4.75%	MS Advisor <sup>7</sup>	1.50%
<b>Knowledge Bowl</b>		<b>Other Misc. Advisors</b>	
HS Advisor	4.00%	Art Club	5.00%
MS Advisor	2.50%	Letterclub <sup>7</sup>	4.25%
		Flag/Color Guard	3.00%
		NHS Advisor <sup>7</sup>	2.50%
		Prom Advisor (2 paid advisors)	2.50%
		School Paper <sup>6,7</sup>	2.50%
		Senior Class (2 paid advisors) <sup>7</sup>	1.00%

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

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

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

<sup>4</sup> Yearbook - When done as an extra-curricular assignment

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

<sup>6</sup> School Paper - When done as an extra-curricular assignment

<sup>7</sup> Year-long activity advisors will be paid over 24 pay periods

<sup>8</sup> 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)

<sup>9</sup> 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 years. After a teacher has completed a 3 year assignment in an activity, further assignments in that activity may be made only by mutual agreement.

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 total number of years which the teacher has coached in that sport. This includes work as head, assistant, 9<sup>th</sup> grade, or 7<sup>th</sup>- 8<sup>th</sup> 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:**

<b><u>Travel Time and Mileage</u></b>	<b><u>Time</u></b>	<b><u>Miles (each way)</u></b>
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:**

<b><u>Additional Time</u></b>	
<b><u>Title</u></b>	<b><u>Number of Days over contract</u></b>
HS Guidance Counselor	10 days
MS Guidance Counselor	4 days
Dean of Students	10 days
Nurse	26 days

**Compensatory Time:**

Compensatory time will be reimbursed at \$25.00 per hour 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 student days of school or the last 10 student days of school. Written requests for compensatory time pay are due to payroll by June 1<sup>st</sup> 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 hours of carry over; anything over the 8 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 \$25.00 per hour rate, due to the limited funds available through these programs, based on a per pupil funding formula.

**Summer Work:**

Summer work will be reimbursed at \$25.00 per hour. 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.).



# HLWW Public Schools 2019-2020 Academic Year Calendar

**Key**

Red	No School	Orange	2 HR Late Start
Yellow	Workshop (no students)	Green	Comp Day (no students)
Blue	Snow Day Make Up	Grey	Early Release

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						
9/2	Labor Day					
9/3	First Day of School (5-12)					
9/5	First Day of School (K-4)					
10/17 & 18	Fall Holiday					
11/11	Veterans Day Observed					
11/27-29	Thanksgiving Break					
12/23-1/1	Winter Break					
1/20	Martin Luther King Day/Staff Dwp.					
2/17	Presidents' Day (snow day make up)					
3/23-3/27	Spring Break					
4/10	Good Friday					
5/25	Memorial Day					
5/31	Graduation					
6/4	Last Day of School-early release					
6/5	Staff Workday - snow day make up					

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		

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

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			

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	

Events/Holidays						
12/23-1/1	Winter Break					
1/20	Martin Luther King Day/Staff Dwp.					
2/17	Presidents' Day (snow day make up)					
3/23-3/27	Spring Break					
4/10	Good Friday					
5/25	Memorial Day					
5/31	Graduation					
6/4	Last Day of School-early release					
6/5	Staff Workday - snow day make up					

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

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			

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					

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					

Events/Holidays						
If HLWW has a school closing due to weather prior to February 17, school will then be in session on President's Day						

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.						
* New Student Orientation - 6:15 p.m.						
9/3 & 9/4 K-4 Open House will be held during individual Welcome Day Sessions						

Parent/Teacher Conferences						
Elementary Schools - Oct. 10 & 15 - 4:00-7:45 p.m.; Jan. 23 & 28 - 4:30-7:00 p.m.						
Middle School - Oct. 14 - 4:00-7:00 p.m.; Feb. 20 & 24 - 3:00-6:00 p.m.						
High School - Oct. 14, Dec. 16, & Feb. 24 - 4:00-7:00 p.m.						
End of Quarters/Semesters						
Mid-quarter dates - 10/2, 12/11, 2/19, 4/30						
End of quarter dates - 11/1, 1/16, 3/19, 6/4						

approved 10-8-18

revised 5-6-19

## APPENDIX G

APPENDIX H

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)

**ALTERNATIVE TEACHER PROFESSIONAL PAY SYSTEM (Q-COMP)**

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Independent School District No. 2687, Howard Lake-Waverly-Winsted**

**And**

**Howard Lake-Waverly-Winsted Education Minnesota**

**Independent School District No. 2687, Howard Lake-Waverly-Winsted ("District") and Howard Lake-Waverly-Winsted Education Minnesota ("Union"), agreed to collaboratively develop, plan and implement a career advancement compensation system which ensures opportunities for student and career growth, as well as qualify for Q-Comp funding by the Minnesota Department of Education ("MDE"); and**

**The ATPPS ("Q-Comp") plan will commence with the 2017 - 2018 school year, contingent upon ratification by the Union general membership and the District School Board. The District and the Union agree to the terms of this Memorandum of Understanding through the conclusion of the 2018 - 2019 school year.**

**Should there be any change to the alternative teacher professional pay systems statutes (MN Stat. 122A.413-12A.415), both parties agree to reopen negotiations to discuss changes to the ATPPS system.**

**Any changes to the application approved by the Minnesota Department of Education in June 2016 must be made by mutual agreement of the Union and District. The District will make copies of the original and amended application ("the Application") available to all staff on request.**

**The terms of this agreement are conditioned on final approval of the QComp Application from the Minnesota Department of Education. Should the Application not be approved, the terms of this Memorandum of Understanding will have no force and effect.**

**FUNDING:**

- 1. All Q-Comp aid from the State of Minnesota or MDE and from local alternative compensation levies shall be used exclusively for Q-Comp funding.**
- 2. The District may, at its discretion, supplement the funding of Q-Comp aid from the general fund or other funding sources.**
- 3. If the State of Minnesota increases the per capita dollar amount for Q-Comp funding, the extra funds will be allocated by the Q-Comp Leadership Committee with a preference given to increasing performance pay.**

4. If Q-Comp aid from the State of Minnesota or MDE is eliminated, all Q-Comp compensation to teachers shall cease effective June 30th of the fiscal year preceding cessation of Q-Comp aid and the District shall not have an obligation to fund Q-Comp compensation from other District funding sources.
5. Any remaining Q-Comp funds not used in one school year will automatically carry over to the following year's Q-Comp budget. The Q-Comp Leadership Committee will have responsibility for administering and writing the annual budget for Q-Comp.

#### **ELIGIBILITY FOR Q-COMP COMPENSATION:**

1. All teachers are required to participate in the alternative teacher professional pay system unless there are unusual circumstances such as a teacher being on a medical or child care leave for all or part of the school year.
  - a. Teachers who take statutorily protected leave, such as Family Medical Leave Act ("FMLA") leave or Armed Services leave, and who would have the performance pay criteria laid out in the Application leave, will receive the entire portion of the money that would have been earned based on their FTE for the school year.
  - b. Teachers who work a partial year due to late hire, severed employment, partial leave, sabbatical, or retirement shall be eligible for all performance pay, prorated according to the responsibilities completed as laid out in the Application.
  - c. Teachers who are contracted for more than 100 days at .75 FTE or greater must participate fully in ATPPS. Teachers who are contracted for more than 100 days at 0.25 to 0.74 FTE may choose to participate fully in ATPPS or at their FTE. Teachers who are contracted for more than 100 days at 0.24 FTE or less may choose to participate, participate at their FTE, or not participate. Teachers who are contracted less than 100 days are not eligible to participate. Decisions about participation for FTE less than 0.75 must be made by October 1 with notification to the ATPPS Coordinator.

#### **CAREER LADDER POSITIONS:**

##### **1. Professional Learning Community (PLC) Facilitator**

**Job Description:** Lead PLC meetings by developing meeting agendas, establishing a meeting schedule, facilitating meetings, preparing reports, and keeping records such as meeting minutes and attendance.

**Qualifications:**

- Tenure in district is preferred, but not required.
- Flexible, self-motivated, collaborative and able to work with diverse teams.
- Shows proficiency in communication of instructional strategies and skills to other teachers.
- Life-long learner with knowledge of or willingness to learn about current research-based best practices that improve student learning.
- Demonstrates skills in organization, leadership, communication and collaboration.

**Responsibilities:**

- Establish meeting schedule that accommodates members of the PLC.
- Facilitate PLC meetings to assure that the team is working toward site goals.
- Prepare and report minutes (including attendance) of the meetings.
- Participate in required training.
- Maintain records of PLC meetings.
- Ensure professional development within the PLC.
- Start and end meetings on time while keeping the PLC focused.
- Facilitate PLC goal setting (SMART goals).
- Collect and submit PLC data to the District Leadership Team.
- Meet quarterly with Building Leadership Team members to plan and review PLC records.
- Searches for appropriate books for study aligned with best practices.

**Hiring Process:**

- Staff members meeting the qualifications will submit a letter of interest to the current Q-Comp district committee
- PLC Facilitators will be chosen by the Q-Comp committee for a one year term.

**Teacher Ratio:**

- One PLC Facilitator for approximately every six teachers.
- Fifteen PLC Facilitators for approximately 90 teachers.

**Additional Compensation for PLC Team Facilitators:**

- \$500 per school year

**2. Mentor**

**Job Description:** This position will provide support for first year, in-district teachers in implementing building and district guidelines, hold monthly meetings, and observe mentees a minimum of one time.

**Qualifications:**

- Highly qualified teacher per Minnesota licensure and federal standards.

- Tenured in District 2867 preferred.
- Flexible, self-motivated, collaborative, and able to work in a small group setting.
- Shows proficiency in communicating district and building guidelines and goals.

**Responsibilities:**

- Hold monthly meetings with mentees.
- Observe mentees a minimum of one time.
- Identify/explain policies of district/building site as they pertain to job.

**Hiring Process:**

- Staff members meeting the qualifications will submit a letter of interest as well as the district application to their respective building principal as well as the advisor of the mentor program. The position is a one year term on an as-needed basis.

**Teacher Ratio:**

- 1 mentor for every newly hired teacher.

**Additional Compensation for Mentors:**

- \$500 per school year.

**3. District Leadership Team**

**Job Description:** This position will provide building representation to the District Leadership Committee by attending DLT meetings, organizing and approving staff development, and bringing concerns to the DLT meetings.

**Qualifications:**

- Preferably a tenured teacher.
- Team centered mindset, shows ability to work with diverse groups.
- Creative, organized, and good communicator.
- Current knowledge and willingness to keep up with best practices.

**Responsibilities:**

- Attend DLT meetings.
- Communicate with Q-Comp committee on common goals.
- Organize staff development opportunities.
- Participate in the curriculum review process.
- Approve staff development money carry over (2016) expenditure.
- Bring ideas from staff and buildings to district level.
- Bring ideas and plans from district to building and staff.
- Direct individual professional development and educational goals.

**Hiring Process:**

- For the first year the District Leadership Team positions will consist of the Q-Comp planning committee. This is due to their familiarity with the Q-Comp plan and implementation knowledge. If positions remain open, other interested staff may apply.
- For the following year, anyone interested in the District Leadership Team position will submit a letter of interest and application to the current Q-Comp advisors and administration. Term length is two years, alternating years of hire so one person will be familiar with the building and the plan.

**Teacher Ratio:**

- 2 District Leadership members per building, 8 total.

**Additional Compensation for DLT Team Members:**

- \$500 per school year.

**4. Q-Comp Advisors**

**Job Description:** This position will provide overview of the Q-Comp program. These positions will handle Q-Comp paperwork, answer questions pertaining to Q-Comp, and attend meetings as needed to make decisions. These positions will have meetings to do upkeep on the HLWW Q-Comp program.

**Qualifications:**

- Preferably tenured teachers, representing each of the buildings within the district.
- Team centered mindset, shows ability to work with diverse groups.
- Creative, organized, and good communicator.
- Current knowledge and willingness to keep up with best practices.

**Responsibilities:**

- Provide overview of Q-Comp.
- Handle Q-Comp paperwork.
- Answer questions about Q-Comp.
- Attend meetings to keep Q-Comp up-to-date with MN Statutes as well as to do upkeep on the program.

**Hiring Process:**

- For the first year the Q-Comp Advisors will be appointed by principals, based on a voluntary request, to represent their respective buildings. This is due to their familiarity with the Q-Comp plan and implementation knowledge. If positions remain, open other interested staff may apply.
- For the following year, anyone interested in a Q-Comp Advisor position will submit a letter of interest and application to the current Q-Comp advisors and administration. Term length is three years, alternating years of hire so one person will be familiar with the building and the plan.

**Teacher Ratio:**

- 4 Q-Comp Advisory members. There will be one per building or two per building if the Q-Comp coordinator also represents a building. (10/6/17)

**Additional Compensation for Q-Comp Advisors:**

- \$1000 per school year.

**5. Q-Comp Coordinator (NEW 10/6/17)**

**Job Description:** This position will provide complete overview of the Q-Comp program and serve as the head of the Q-Comp team. This position will be responsible for coordinating with MDE, organizing trainings, running meetings, and all other Q-Comp responsibilities. This may also include the duties of a Q-Comp advisor in his or her building.

**Qualifications:**

- Preferably tenured teachers, representing each of the buildings within the district.
- Team centered mindset, shows ability to work with diverse groups.
- Creative, organized, and good communicator.
- Current knowledge and willingness to keep up with best practices.
- Knowledge of district's TDE and Q-Comp plans.

**Responsibilities:**

- Provide oversight of Q-Comp.
- Handle Q-Comp paperwork.
- Answer questions about Q-Comp.
- Attend meetings to keep Q-Comp up-to-date with MN Statutes as well as to do upkeep on the program.
- Coordinate information with MDE, the school board, teachers, and administration.
- Attend trainings to assist in the implementation of Q-Comp.

**Hiring Process:**

- The Q-Comp Coordinator will be one of the former Q-Comp advisors in the first year of the creation of this position. After the first year, teachers who wish to be the Q-Comp coordinator can submit an application to the Q-Comp team, if there is an opening for Q-Comp Coordinator.

**Teacher Ratio:**

- 1 Q-Comp Coordinator for the district.

**Additional Compensation for Q-Comp Coordinator**

\$2500 per school year.

**6. DLT Liaison Member**

**Job Description:** This position will be held by one of the Q-Comp Advisor positions. This position will be responsible for coordinating with the district DLT team in regards to teacher evaluation and helping to ensure that staff development also meets the goals of the Q-Comp program. They will also communicate Q-Comp needs and DLT decisions between the Q-Comp team and the DLT team.

**Qualifications:**

- Current Q-Comp Advisor
- Able to attend DLT meetings
- Answer questions about Q-Comp and has knowledge of Q-Comp plan
- Understand the professional developments for Q-Comp Initiatives
- Coordinate with DLT

**Hiring Process:**

- The DLT Liaison member will be one of the Q-Comp advisors. Each year, the Q-Comp team will decide who the liaison is. If a consensus cannot be reached, the Q-Comp Coordinator will decide who the liaison will be.

**Teacher Ratio:**

- 1 DLT Liaison Member per district

**Additional Compensation for DLT Liaison Member**

\$500 per school year

**OBSERVATION/EVALUATION PROCESS:**

1. The observation and evaluation process is outlined in full in the Application.
2. Tenured teachers will participate in a minimum of two peer evaluations per year with a peer, preferably from their PLC that is available during the lesson time and at least one formal observation cycle with an administrator once every three years. Probationary teachers will have a minimum of three observations annually with the principal. In addition, probationary teachers will participate in a minimum of two peer observations per year with peer, preferably from their PLC, that is available during the lesson time. Licensed staff not assigned to direct classroom instruction will follow the same process as tenured and probationary classroom teachers except they will use position related rubrics from the Marzano rubric.
3. See Appendix A for Instructions for Q-Comp Peer Evaluation.

**PERFORMANCE PAY:**

Teachers are eligible for a total of \$1,860 in performance pay based on the following performance measures as outlined in the Application:

1. \$730 will be awarded to each teacher who meets the evaluation criteria outlined in the Application.
2. \$740 will be awarded to each teacher who completes PLC attendance requirements.
3. \$240 will be awarded to each teacher who completes his or her annual SMART goal.
4. \$150 will be awarded to each teacher when the annual school-wide student achievement goal is met.

#### **SALARY SCHEDULE:**

1. The Salary Schedule in the Master Agreement will continue in full force and effect.
2. The structure of the salary schedule will remain intact. Teachers will continue to make horizontal movements as outlined in Article VII, Section 3 of the contract.
3. Vertical movement on the schedule will be as follows:
  - a. Steps are relabeled as "performance increments."
  - b. Teachers who meet the peer evaluation criteria will be granted a performance increment at the beginning of the subsequent school year.
  - c. Teachers' placement on the salary schedule in 2016-17 shall serve as the starting point for determining future performance increments.
  - d. Once a performance increment is achieved, it becomes a permanent part of a teacher's salary.
  - e. The values of the salary schedule shall continue to be negotiated as part of the Master Agreement.
  - f. As is current practice, the District and a newly hired teacher must mutually agree upon initial placement on the performance increment chart.
  - g. Teachers ineligible for additional performance increments because they have already achieved the highest performance increment shall remain eligible for all other incentives.
  - h. The salary schedule B for 2016-17 is included as Appendix B

#### **APPEALS PROCESS:**

1. The Q-Comp Appeals Committee shall be composed of two District representatives, and two Union representatives.
2. Any teacher with a concern about any aspect of Q-Comp is encouraged to work with the appropriate administrator, coach, and/or Facilitator to resolve the issue before filing an appeal.
3. The Union has the right to appeal both the reasonableness and the evaluation of the Site Goals.
4. A formal appeal request shall be submitted in writing to the Appeals Committee.
5. A formal appeal request should be submitted within 10 days of the conference, observation, or report that is at issue, if possible. If this timeline is not met because the

teacher is pursuing an informal resolution to the issue, the deadline for submission of an appeal shall be extended.

6. The Q-Comp Appeals Committee shall meet within 14 calendar days of receipt of the written appeal. This timeline may be extended upon mutual agreement of the Q-Comp Appeals Committee and the teacher.
7. The teacher and other involved parties shall have the opportunity to speak to the Appeals Committee, though an individual may present information in writing instead, if she/he so chooses. There shall be a 30-minute limit to each side's arguments and/or testimony. Appeals Committee members may question individuals who testify.
8. The teacher has the right to union representation at the appeals hearing. The union representative may speak as part of the teacher's allotted time.
9. Upon conclusion of the appeals hearing, the Appeals Committee shall meet in private to deliberate. Decision is by majority vote.
10. The Appeals Committee may uphold an appeal, deny an appeal, or recommend another course for resolution.
11. The teacher must be notified in writing of the results of the appeal no more than seven (7) calendar days following the hearing.
12. A teacher may appeal an Appeals Committee decision to the Grievance Procedure (Article XI).

**NON-RENEWAL OF MOU:**

Should the parties agree to end participation in Q-Comp, all performance pay and performance increment/steps earned will be paid per this MOU.

1. The salary schedule will remain in full force and effect. Performance increments will be re-labeled with numbers to mirror the 2015-2017 Master Agreement.
2. The value of the salary schedule will not be diminished. All teachers will move to the next increment earned during the final year of participation.
3. Teachers will continue to make horizontal movements according to the Master Agreement, Article VII.
4. Teachers will revert back to annual step movement as per the 2015-17 Master Agreement.

For Howard Lake-Waverly-Winsted- Education Minnesota

Stephan Daily

President

10/30/17

Date

For Independent School District No. 2887, Howard Lake-Waverly-Winsted School

Jamie L. Welch

Board Chair

10/23/17

Date

A handwritten signature in black ink, appearing to be "James", written over a horizontal line.

Superintendent

10/17/17

Date

**MEMORANDUM AGREEMENT  
Broadcasting Club Advisor  
(2019-2021)**

Whereas, Independent School District #2687 and Education Minnesota Howard Lake-Waverly-Winsted have agreed to adopt the advisor position for the Broadcasting Club, which is to be offered to HLWW students during the 2019-20 and the 2020-21 school year.

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

**Section 1. Advisor Position:** The position of advisor for the Broadcasting Club will lead and advise students in the creation of a news program, produced by students, with school and community content. The advisor will report to the building principal and the activities director. The advisor will be paid a stipend of 7.75% if participation numbers are 10 or below and 9.00% if participation numbers are 11 or higher, per season (fall, winter, spring), based on the established "D" schedule in the 2019-2021 master agreement.

**Section 2. Advisor Duties:** It is the expectation that the Broadcasting Club advisor will hold daily club meetings after school for a period of hours that would equal approximately 20 hours a week. Other duties may include the supervision and advising of students "out in the field" gathering video footage at a minimum of 15 events per season, such as athletic contests, city council meetings, and school board meetings, or community events, or District/School related activities.

**Section 3. Entire Agreement:** This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

**Section 4. 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 2020-21 school year.

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 23 day of October, 2019

Dated this 22 day of October, 2019

**MEMORANDUM AGREEMENT**  
**Special Education Teacher Planning Days**  
**(2019-2021)**

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, 2019 through June 30, 2021, 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 half-day (½) 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. The IEP case manager must request a substitute seven (7) calendar days in advance.
3. 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 one full day per semester.
4. If an IEP case manager is requesting his/her half-day substitute, all attempts should be made to partner with another IEP case manager so that a full-day substitute can be requested and shared between the two case managers.
5. If an IEP case manager would like to bank his/her ½ day in first semester and combine it with his/her second semester ½ day, he/she may do so.

**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 2020-21 school year.

Education Minnesota  
Howard Lake-Waverly-Winsted

  
EMHLWW President

  
EMHLWW Chief Negotiator

  
EMHLWW Negotiator

Howard Lake-Waverly-Winsted Schools  
District No. 2687

  
Board Chair

  
Clerk

  
ISD 2687 Board Negotiator

Dated this 23 day of October 2019

Dated this 20 day of October 2019

**MEMORANDUM AGREEMENT  
POSTRETIREMENT HEALTH CARE SAVINGS ARRANGEMENT  
(2019-2021)**

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:** Effective February 2012, 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 constitute 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:

**The Postretirement Health Care Savings Arrangement**

As per Memorandum of Understanding of April 8, 2003 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 30<sup>th</sup> 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, 2021.

**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 Memorandum Of Understanding of February 2012 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:** 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 \$15,000 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 onetime contribution.

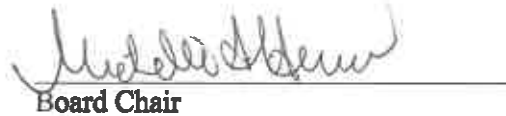
**Section 6. Entire Agreement:** This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.


**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 2020-21 school year. THIS IS NOT TO BE EXTENDED BEYOND THIS CONTRACT.

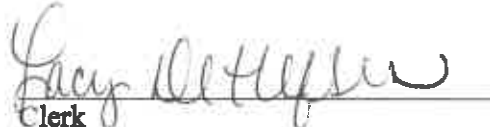
Education Minnesota  
Howard Lake-Waverly-Winsted

Howard Lake-Waverly-Winsted Schools  
District No. 2687

  
EMHLWW President

  
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ISD 2687 Board Negotiator

Dated this 23 day of October, 2019

Dated this 22 day of October, 2019