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**BOARD OF EDUCATION**

Special Meeting - September 9, 2021 - 1:30 PM  
Wayzata Public Schools District Office  
210 County Road 101 North  
Plymouth, Minnesota 55447

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**AGENDA**

1.	<b>CALL TO ORDER/ROLL CALL</b>	<b>2</b>
2.	<b>ADMINISTRATIVE REPORTS AND RECOMMENDATIONS</b>	
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**Board of Education**  
Special Meeting – September 9, 2021

**AGENDA SECTION:** Call to Order

**ITEM:** Roll Call Attendance

**COMMENTS BY:** Andrea Cuene, Board Chair

	<b>PRESENT</b>	<b>ABSENT</b>
Linda Cohen	_____	_____
Seanne Falconer	_____	_____
Sarah Johansen	_____	_____
Chris McCullough	_____	_____
Cheryl Polzin	_____	_____
Bonita Lucky	_____	_____
Andrea Cuene	_____	_____
Chace Anderson, ex-officio	_____	_____



**Board of Education**  
Special Meeting – September 9, 2021

**AGENDA SECTION:** Administrative Reports & Recommendations

**ITEM:** Human Resource Services

**COMMENTS BY:** Stacie Vos, Executive Director of Human Resource Services

**Board Action on the Contract with Wayzata Education Association for Fiscal Years 2021-2023**

**1) Board Action on the Contract with Wayzata Education Association for Fiscal Years 2021-2023**

The School Board’s Bargaining Team and the Wayzata Education Association representatives reached a tentative contract agreement on July 21, 2021. Subsequently, the WEA teachers voted on Wednesday, September 8 to ratify the contract.

Attached is the summary of the proposed two-year contract and the costing model.

The District and the WEA negotiations team engage in Interest Based Bargaining and worked on over thirty issues from May through July. We reached agreement on 403(b) contributions, Child Care Leave, Special Education stretch calendars and due process days. We created guidelines for teacher involvement should the district implement an Online Learning School and we worked through overall salary and extra-curricular salary increases which were negotiated at 2.5% in year one and 2.9% in year two.

Both the Union and the District place a high value on student achievement and a collaborative work environment. We are proud of the fact that our teachers and our schools bring value to the Wayzata Community. I would like to personally recognize the incredible contributions our teachers made throughout Covid and will continue to make this year as we work to implement a safe environment for our students to attend in person learning every day. We believe this contract is a strong reflection of our District’s strategic direction.

The negotiations team members were; Peter McKown, Aaron Berndt, Andi Cohen, Tina Christopherson, and Clarice Jorenby, Wayzata Education Association; Andrea Cuene and Cheryl Polzin, School Board; DeeDee Kahring, Executive Director of Finance and Operations; Mert Woodard, Director of Business Services and Stacie Vos, Executive Director of Human Resource Services.

I would like to express my appreciation for the collaborative efforts put forth by the negotiation team members throughout this process. The team’s collective ability to resolve issues in a positive and respectful manner benefits all of us.

**Recommended Action:** Approve the contract with the Wayzata Education Association for the period of July 1, 2021 through June 30, 2023 as agreed upon by the bargaining teams and ratified by the Wayzata Education Association.

**Motion by:** \_\_\_\_\_

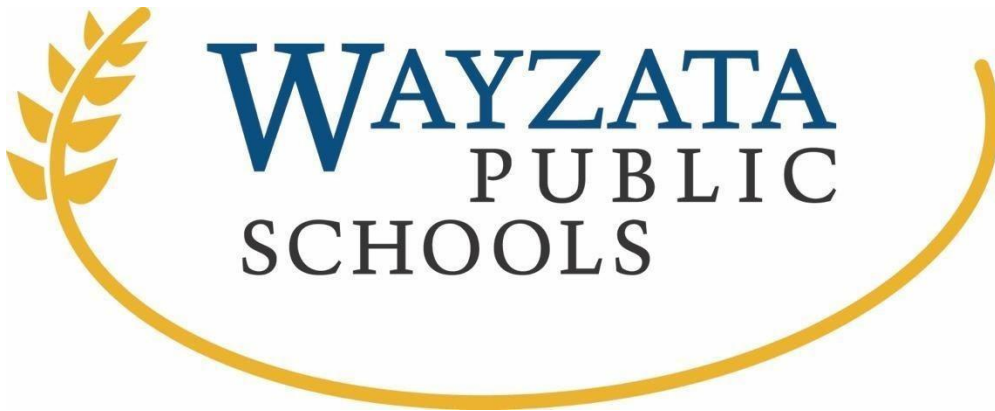
**ROLL CALL**

**Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_

**Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



**Independent School District 284**

**Wayzata, Minnesota**

**and the**

**Wayzata Education Association**

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**MASTER CONTRACT**

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**July 1, ~~2019~~ 2021 through June 30, ~~2021~~ 2023**

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# ~~2019-21~~ **21-23** Master Contract

This contract is made and entered into by and between INDEPENDENT SCHOOL DISTRICT NO. 284, Hennepin County, Minnesota, hereinafter referred to as the “Employer,” and the WAYZATA EDUCATION ASSOCIATION, hereinafter referred to as the “Association.”

## **Article I**

### **Purpose**

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#### **Section 1.1 Purpose**

The purpose of this Contract is to encourage and increase orderly, constructive and harmonious relationships between the Employer, its teachers, and their duly authorized exclusive representative, the Association; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the Employer and the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the “PELRA”). Terms not specifically defined in this Contract shall have the meanings given them under the PELRA.

#### **Section 1.2 Performance Increment Defined**

Within this document, effective July 1, 2006, the term step shall be defined as Performance Increments.

## **Article II**

### **Recognition**

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#### **Section 2.1 Recognition**

The Employer hereby recognizes the Association as the exclusive representative for the purpose of negotiating terms and conditions of employment for all persons included in the appropriate unit of teachers employed by the Employer, as established pursuant to the specific inclusions and exclusions provided in PELRA.

Whenever used in this Contract, the term “teacher” shall mean any employee who is included in the foregoing unit.

## **Article III**

### **Teacher/Association Rights**

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### **Section 3.1 Right to Join**

The Employer shall not interfere with the rights of teachers to join or participate in the Association. The Association shall not interfere with the right of teachers not to join or participate in the Association. The Employer agrees that it will not meet and negotiate or meet and confer with any other organization with respect to teachers as long as the Association continues to be the duly authorized exclusive representative.

### **Section 3.2 Dues Check-off**

The Association shall give written notice to the payroll office at the beginning of each school year specifying the Association's current annual rate of membership dues for the forthcoming school year. The Employer agrees to deduct dues for membership in the Association, and to forward such dues to the Association.

### **Section 3.3 Building Representatives**

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided this shall not interfere with or interrupt normal school activities. The Association shall provide the Employer with a list of the Union authorized representatives.

### **Section 3.4 Use of Equipment and Facilities**

The Association shall have the right to reasonable use of facilities and equipment of the Employer at reasonable times when such facilities and equipment are not in use. The Employer shall establish a list of charges for the cost of using the equipment or facilities whenever the use of such equipment or facilities results in an additional cost to the Employer.

### **Section 3.5 Communications**

The Association shall have the right to post notice of activities or matters of Association concerns on teacher bulletin boards. The Association may use the district mail service, e-mail and teacher mail boxes, in a reasonable manner, for communication to teachers.

### **Section 3.6 Association Leave**

Should the WEA decide to have a leadership team both years of the ~~2019-21~~ 2021-23 Master Contract, the WEA will be granted up to eighty (80) days of Association leave per year. The first fifty (50) days will be paid for by the School District; after fifty (50) days the Association will pay costs for any necessary substitute coverage.

Should the WEA decide to have a leadership team the first year of the contract and a president the second year of the contract, during the term of this contract the WEA will be granted up to 80 days of Association leave; the first fifty (50) days will be paid for by the District and for any days beyond fifty (50) any necessary substitute coverage will be paid for by the Association. During the term of this contract, one of the sabbatical leaves reserved for teachers may be used for a full time president. This position will be funded at the replacement cost of one FTE (full time equivalent). The association will pay for 20% or 25% of the president's salary for the year, depending on where the chosen president falls on the salary schedule as discussed in Section 7.6 Sabbatical Leave. The district will pay normal sabbatical costs. The two (2) years of full time work normally required following a sabbatical will be waived for this position. Forty (40) additional days will be funded by the District for Association related work.

### **Section 3.7 Personnel Files**

A teacher's personnel file shall be available to the teacher for review of the contents upon request to Human Resources. Human Resources shall schedule an appointment at a mutually convenient time when a teacher requests such an appointment. A representative of the Association may, at the teacher's request, accompany the teacher. Teachers shall have the right to reproduce their file materials provided they first schedule a mutually agreeable time

and pay reasonable copying costs for such reproduction. A teacher shall receive a copy of any deficiency notice, negative letter or negative report placed in the teacher's personnel file. The copy shall be sent to the teacher at the time of placement in the personnel file. The teacher shall have the right to file a written reply to such material. The provisions of this section shall not be considered to restrict a teacher's right as established by Minn. Statute 122A.40, Subd. 19, and as further set out in Article XIII of this Agreement.

### **Section 3.8 Transfer**

The employer reserves the right to establish policies and procedures by which teachers are transferred. Disputes over the interpretation or application of these policies and procedures shall be subject to the grievance and arbitration provisions of Article XIII of this agreement. All transfers shall be done according to the procedures set forth in the Regulation on Professional Staff Assignments and Transfers. Although the Regulation is not part of this Master Contract, the Employer shall meet and confer with the Association prior to adopting any changes to such Regulation

### **Section 3.9 Non-Discrimination**

Neither the Employer nor the Association will discriminate against any teacher by reason of the teacher's race, religion, national origin, sex, marital status or age, as those terms are defined under Title VII of the Civil Rights Act of 1964, or Chapter 363A of Minnesota Statutes. Since alleged discriminatory acts on the above defined basis, under the above referenced statutes, are under the jurisdiction of appropriate state or federal agencies, the arbitration provisions of this Agreement, which are set forth in Section 12.8 and 12.9, shall not be applicable to any grievances alleging violation of the above provisions. Instead, any grievance alleging violations of the above provisions which are not satisfactorily adjusted under Stages 1, 2, 3 or Optional Grievance Mediation of the Grievance Procedure shall be subject to the jurisdiction of the appropriate federal or state administrative agency.

### **Section 3.10 Violent Student Notification**

Pursuant to MS 121A.64 Notification, representatives of the school board and the exclusive representative of the teachers shall discuss the issues related to notification prior to placement in classrooms of students with histories of violent behavior and any need for intervention services or conflict resolution or training for staff in these cases.

### **Section 3.11 Teacher Safety / Teacher Association Rights**

The Employer and the Administration of Wayzata Public Schools are committed to a safe learning and working environment for all teachers in the District. There may be circumstances where staff members of the District feel that the safety of a student or staff member is not adequately addressed by their supervisor. In this case, staff members should request a meeting of their immediate supervisor, a WEA representative, and the individual to whom their supervisor reports. The purpose of the meeting will be to review the matter as to how the situation will be addressed.

## **Article IV**

### **Teacher Duties and Responsibilities**

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#### **Section 4.1 Basic Duties**

Each teacher shall teach in such places, grades or subjects as shall be designated by the Employer. Each teacher shall perform all services prescribed by the Employer for the position assigned, and observe all policies, rules and

regulations established from time to time by the Employer. The Employer recognizes the right of the Association to meet and confer with the Employer with respect to such policies, rules and regulations.

**Section 4.2 Hours of Employment**

Whenever used in this Contract, the term “full-time teacher” shall mean any teacher who is required to devote at least forty (40) hours per week to the performance of basic duties. The term “part-time teacher” shall mean any teacher whose individual contract or hourly assignment requires basic duties of less than forty (40) hours per week. The term “eligible teacher” shall mean any teacher whose individual contract or hourly assignment requires the performance of services of at least thirty-two (32) hours per week, but shall not include a long-term substitute employed for less than one-half of the annual work days. Each teacher is expected to be available for the hours required by such teacher’s individual contract as needed during the school day established for the particular building level. Under normal circumstances, full-time teachers are expected to remain in the building eight (8) hours each work day. Each eligible teacher and full-time, long-term substitute shall have a duty-free lunch period of thirty (30) minutes, except for emergencies. Teachers may be required to reasonably participate in school activities, institutes, conferences and meetings outside the normal school day, as directed by the Employer.

**Section 4.3 Basic School Year**

~~Beginning with the 2005-06 school year, t~~The total number of work days for each full-time teacher employed for the full basic school year shall be 184. Deductions for each work day of absence without pay during the basic school year will be based upon the teacher’s annual basic salary divided by 184. ~~Beginning with the 2006-07 school year, s~~ Student contact days shall be 172 days. Work days during the basic school year shall be as specified in the school calendar as adopted by the Employer.

**Section 4.4 New Teachers**

Teachers new to the profession are those teachers without prior teaching experience. Teachers new to the district have completed new teacher professional development.

All teachers new to the profession and/or new to the district will be required to work three (3) days in addition to those specified in Subd. 4.3 above to provide pre-service training and support to the new teacher. Teachers shall be paid a stipend of \$140.00 a day after successful attendance and completion of the pre-service training.

In addition, teachers new to the profession will be required to attend twelve (12) additional hours of training and support outside the duty day during the first year of employment. After successful completion of the new teacher training, the teacher shall receive a stipend of \$480.00. Teachers new to the District should refer to Section 5.6.

Teachers, new to the profession and to the district, will also be provided four (4) hours of building mentorship provided during the contract day.

Teachers must be contracted for more than 120 days to participate in this section.

Expectation	Who	Compensation
Pre-Workshop Days	Everyone new to the district.	\$140 stipend a day.
Mentorship	Everyone new to the district.	4 hours during the contract day

Professional Development	New to the Profession- New Teacher Training	12 hours - \$480.00 Stipend
	New to District - Choice of AWE Courses and voluntary participation in New Teacher Training Topics	12 hours - \$480.00 Stipend

**Section 4.5 Additional Work Days**

Work days beyond the basic school year during which an individual teacher is required to continue to perform regular basic duties shall be as established by the Employer. Compensation for each such additional work day shall be based upon the teacher’s annual basic salary divided by the number of days in the basic school year.

**Section 4.6 Legal Holidays and Emergency Closings**

Each teacher shall perform services on those work days designated by the Employer, including those legal holidays on which the Employer is authorized to conduct school. Each teacher shall also perform services on such work day or days as the Employer shall determine in lieu of any work day or days cancelled due to any emergency; provided, however, that the Employer shall make every reasonable effort to ensure that any cancelled workdays which are rescheduled occur prior to the last regularly scheduled work day for the school year. It is understood that the rescheduling of cancelled work days may include adjustments in the length of the work day (e.g., to allow a 4-day work week of longer work days), provided that the total weekly hours required of a teacher shall not be increased. The Employer recognizes the right of the Association to meet and confer regarding the rescheduling of work days and changes in the length of the work day.

**Section 4.7 Preparation Time**

Within the student day for every 25 minutes of classroom instructional time, a minimum of five additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be provided in one (1) or two (2) uninterrupted blocks during the student day. Exceptions to this may be made by mutual agreement between the district and the exclusive representative of the teachers, based on input of the building administration and teachers.

**Section 4.8 Retention of License(s)**

In order to retain employment, teachers are required to maintain the license(s) in the area(s) in which they are currently teaching and the license(s) with which they were initially hired unless their assignment has not necessitated the license(s) for three previous years.

**Section 4.9 Renewal of License(s)**

A teacher must have their license renewal submitted to the appropriate State agency by the last business day in June. Failure to submit by that date will result in forfeiture of all employment rights for the following school year.

**Section 4.10 Notice of Retirement or Resignation**

A teacher must submit a written letter of retirement or resignation to the Human Resources Department by February 1.

# Article V

## Compensation

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### **Section 5.1 Basic Salary Schedules**

The Basic Salary Schedule set forth in Appendix A (which is attached hereto and made a part of this Contract) shall be effective as of July 1, ~~2019~~ 2021 and until June 30, ~~2020~~ 2022. The Basic Salary Schedule set forth in Appendix B (which is attached hereto and made a part of this Contract) shall be effective as of July 1, ~~2020~~ 2022 and until June 30, ~~2021~~ 2023. Such basic salary schedules shall apply to the performance of basic duties during the basic school year. Part-time teachers employed in regular teaching positions will be compensated for the performance of basic duties according to the basic salary schedule, prorated on the basis of their employment (e.g., a teacher employed one-half time will receive one-half pay).

### **Section 5.2 Status of Basic Salary Schedules**

The basic salary schedules set forth in this Contract are not, and shall not be construed to be, a part of the individual contract or continuing contract of any individual teacher. The Employer reserves the right to withhold step advancement, lane advancement, or any other salary increase for any teacher for just cause.

### **Section 5.3 Initial Placement**

Initial placement on the basic salary schedule shall be determined by mutual agreement between the individual teacher and the Employer.

### **Section 5.4 Performance Increment**

~~Beginning July 1, 2007, a~~ A full-time teacher will advance one (1) Performance Increment for each basic school year in which ~~he/she~~ they receive two (2) satisfactory performance evaluations or completes the appeal process outlined in Article V, Section 5.6, Part 8 with a satisfactory evaluation. ~~Beginning July 1, 2015, t~~ Teachers must create, review, and reflect upon a SMART (Specific, Measurable, Attainable, Realistic, and Time-bound) goal as a measure of student growth (MSG).

No Performance Increment will be granted to full-time teachers performing basic duties for the employer on fewer than one hundred twenty (120) work days during the basic school year.

The Employer will keep a cumulative record of the total contracted service for each part-time teacher, expressed as a full-time equivalent. Performance increment advancement for a part-time teacher will be based upon the cumulative full-time equivalent service for such teacher as of the first workday of the basic school year.

Examples:

As of the first day of the initial school-year, Teacher A has taught on a contract for 60% service each work day for two years. Teacher A's cumulative service is 222 work days, which is more than 120 work days, so Teacher A would qualify for 1 performance increment advancement and would be placed on performance increment 2 for the following school year.

As of the first day of the initial school-year, Teacher B has taught on a contract for two work days per week for one year, Teacher B's cumulative service is 74 work days, which is less than 120 work days, so Teacher B would not qualify for a performance increment advancement for the following school year.

## **Section 5.5 Lane Advancement**

Effective July 1, ~~2019~~ 2021 and until June 30, ~~2021~~ 2023 the compensation specified in individual teacher contracts for teachers previously placed on the basic salary schedule will reflect lane advancements as set forth below, subject to the right of the Employer to withhold salary increases for just cause.

Teachers who have completed at least one year of service for the Employer may advance to higher salary lanes by obtaining additional training, degrees, and/or credits for in-service work required by the Employer. Teachers must submit programs for such lane advancement to the building principal for review and approval by the designated central office administrator prior to commencement of the coursework. Programs submitted for approval must cover a block of at least 15 quarter hours of credit, and shall include a general description of the coursework to be taken under the program and the relevance of such coursework to the teacher's assignment.

Transcripts of credits or other necessary verification must be submitted prior to September 1 for lane change effective at the start of the school year and prior to February 1 for lane change effective at midyear. Credits earned immediately preceding summer session may be used to qualify for lane advancement retroactive to the start of the school year if submitted on or before October 15. Forms for lane advancement application are available from the building principals or the staff intranet.

All official transcripts filed by a teacher will be maintained in the teacher's personnel file. Upon request a receipt will be issued for any transcripts or other documentation submitted.

Advanced-degree programs must be taken from accredited institutions. Approved advanced degree programs will relate directly to the teaching assignment.

A lower division college course may be approved for lane advancement only where it would offer clear and significant breadth to the teacher's instructional background.

A. The second salary lane (B.A.+15) may be attained by:

1. Submitting an approved program and satisfactorily completing 15 quarter hours of upper division or graduate course credits after completion of the bachelor's degree. At least 75% of the course credits in such an Employer approved program must be in the area of the teacher's assigned basic duties, subject to approval of a specific exception for good cause by the building principal and the designated central office administrator.

B. The third salary lane (B.A.+30) may be attained by:

1. Submitting an approved program and satisfactorily completing 30 quarter hours of upper division or graduate course credits after completion of the bachelor's degree. At least 75% of the course credits in such an Employer approved program must be in the area of the teacher's assigned basic duties, subject to approval of a specific exception for good cause by the building principal and the designated central office administrator.
2. Course completion of a bachelor's degree in education after completion of a bachelor's degree in the subject field taught (a planned sequence).

C. The fourth salary lane (B.A.+45) may be obtained by:

1. Submitting an approved program for obtaining a master's degree or submitting an approved program and satisfactorily completing 45 quarter hours in upper division or graduate course credits after completion of the bachelor's degree. At least 75% of the course credits in such an Employer approved program must be in the area of the teacher's assigned basic duties, subject to approval of a specific exception for good cause by the building principal and the designated central office administrator.

D. The fifth salary lane (B.A.+60) may be obtained by:

1. Submitting an approved program for obtaining a master's degree or submitting an approved program and satisfactorily completing 60 quarter hours in upper division or graduate course credits after completion of the bachelor's degree. At least 75% of the course credits in such an Employer approved program must be

in the area of the teacher's assigned basic duties, subject to approval of a specific exception for good cause by the building principal and the designated central office administrator.

E. The sixth salary lane (M.A. in field) may be obtained by:

1. Submitting for advance approval and satisfactorily completing a master's degree directly in the subject field(s) taught.
2. Completion of a master's degree in education in which at least 75% of the courses apply to subjects taught.
3. Completion of an M.A.T. from an approved graduate school, based upon a B.A. in the subject area taught.

Effective as of the beginning of the 1987-88 school year, no teacher may advance to the M.A. in field lane without a master's degree, unless such teacher had a course or courses approved on or before August 26, 1977 for credit toward advancement from the B.A.+45 lane to the B.A.+60 lane. Teachers who attained the B.A.+60 prior to the 1987-88 school year will remain on the M.A. in field lane.

F. The seventh salary lane (M.A.+15) may be attained by:

1. Submitting an approved program and satisfactorily completing 15 hours in related upper division and graduate courses all of which must be taken following completion of the M.A. in field.

G. The eighth salary lane (M.A.+30) may be attained by:

1. Submitting an approved program and satisfactorily completing 30 hours in related upper division and graduate courses, all of which must be taken following completion of the M.A. in field

H. The ninth salary lane (M.A.+45) may be attained by:

1. Submitting an approved program and satisfactorily completing 45 hours in related upper division and graduate courses, all of which must be taken following completion of the M.A. in field.

I. The tenth salary lane (M.A.+60/Specialist) may be attained by:

1. Submitting an approved program and satisfactorily completing 60 hours in related upper division and graduate credits, all of which must be taken following completion of the M.A. in field.
2. Submitting an approved program and attaining the specialist degree from an approved institution in the field of assignment.

J. The eleventh salary lane (The Doctoral Degree) may be reached by:

1. Submitting an approved program and attaining the doctoral degree from an approved institution in the field of assignment.

K. Special Institutes or Workshops. Graduate credits received for attendance at special institutes or workshops while enrolled in a master's degree program which do not count toward fulfillment of the requirements of the master's degree may in some cases be applied toward satisfaction of the requirements for lane advancement beyond the M.A. in field lane. Such use of the credits from a special institute or workshop must be approved in advance of the workshop or institute. Up to 6 quarter hours of graduate course credits so earned and approved may be applied toward advancement to the M.A.+15 lane, and up to a total of 9 quarter hours of graduate course credits so earned and approved may be applied toward advancement to lanes beyond M.A.+15.

L. Courses Required by Employer. A teacher who is required by the Employer to complete upper division, lower division, graduate or in-service credits which would not otherwise qualify to be applied toward lane advancement will be reimbursed by the Employer for tuition expenses. Such teacher will also be paid for scheduled classroom hours outside the contracted day at the applicable rate for curriculum writing. If said teacher is currently placed at a MA plus 60 or PHD, a one time stipend of one thousand dollars (\$1,000) shall be granted. In addition, a teacher may be granted lane changes for previously unrelated degree(s) credit if said degree is now required to teach district approved courses.

1. Agreement - Written agreement that the teacher shall remain in the District for two (2) full time years following the completion of said credits.

M. Special Master's Degree Programs. The Employer may grant advance approval to treat the completion of a special master's degree program directly related to a teacher's current teaching assignment as the equivalent of completing the requirements for a salary lane beyond the M.A. in field, such as the M.A.+15 or M.A.+30 salary

lane. Approval for such an equivalency will require at least a showing that the special master's degree program includes substantial additional course credits beyond the requirements generally applicable to the M.A. in field. (E.g. a Master's Degree in Social Work requiring a B.A. degree plus 81 course credits compared to 45 credits generally required for an M.A. in field may be approved as the equivalent of an M.A.+30.) Further advancement to higher salary lanes will be based only on courses taken after the completion of the special master's degree program. (In the example above, advancement to the M.A.+45 lane would require 15 credit hours completed after the Master's Degree in Social Work.)

## **Section 5.6 Alternative Compensation Program**

### **Part 1 Purpose**

Wayzata Public Schools' primary goal is to increase student learning by providing each teacher with the support and tools to maximize ~~his or her~~ **their** effectiveness as a teacher and encourage professional growth throughout the teacher's career. The focus of the Wayzata Public Schools' Alternative Compensation Plan is to attract, develop and retain high quality teachers.

### **Part 2 Peer Coaching**

A primary component of the Alternative Compensation Plan is peer coaching. A Peer Coach is an exemplary teacher and instructional leader who coaches colleagues by modeling best practice strategies, conferencing, observing, evaluating, and providing substantive feedback.

The process for selecting Peer Coaches will begin with an internal job posting. Candidates for the Peer Coaching positions will have consistently demonstrated effective instructional practices. Criteria for selection of the Peer Coaches include:

- a. Repeated participation in building and/or District initiatives,
- b. Commitment to professional development and growth,
- c. Demonstrated knowledge of a broad base of instructional strategies and practices that promote student learning,
- d. Effective communication skills,
- e. A minimum of seven (7) years of teaching experience.

Postings for the positions may specify the requirement of elementary or secondary experience. It is the District's intent to hire internal candidates, but if enough qualified candidates do not apply, the job will be posted externally. Teachers who are currently employed as a Peer Coach or currently employed as a TOSA (per Section 7.6, Part 2) may not apply for a subsequent Peer Coach position until Round 2.

Selection of Peer Coaches will be made by an interview team consisting of two (2) current Peer Coaches appointed by the WEA executive board and two (2) teachers appointed by the WEA executive board, the Alternative Compensation Program Supervisor, and three (3) administrators appointed by the superintendent or superintendent's designee. Recommendations for employment must be reached by a consensus of the interview team.

The Peer Coaches will be paid at the same rate as their current position as identified on the Master Agreement.

Peer Coaches will be evaluated by the Alternative Compensation Program Supervisor using direct observation and feedback from a 360-degree evaluative tool. Peer Coaches will be eligible for the Performance Increment, Individual Performance Bonus and Site Goal Bonus. Teachers hired to be Peer Coaches will be guaranteed the opportunity to return to their previous assignment at the end of their peer coaching term. In the 2006-07 school year Peer Coaches will be hired for a two (2), three (3) or four (4) year term. Subsequent hires will have a three (3) year term.

If a Peer Coach chooses not to complete their term, the Peer Coach may request a transfer to an open position for the following school year. If the Peer Coach is re-assigned by the Alternative Compensation supervisor, the Peer Coach will be guaranteed the opportunity to return to their previous assignment.

For the selection of the Alternative Compensation Program Supervisor an interview team consisting of four (4) administrators appointed by the superintendent or superintendent's designee, and four (4) representatives appointed by the WEA will interview, select, and recommend for employment. Recommendations for employment must be reached by a consensus of the interview team.

### **Part 3 Mentors**

It is the goal of the District to have a new teacher induction program that includes a pre-workshop orientation, mentoring, and personal reflection. Sites will have building mentor(s) with a ratio of first year teachers to mentors that does not exceed ten (10) to one (1). Mentors will meet with new teachers four times a year. Mentors will be paid a \$500 stipend in addition to their salary. ~~Beginning the 2010-11 school year, m~~ Mentors will be selected by principals with input from the Professional Development TOSA and will continue in this position for up to three years. If a teacher is appointed to fill a term of less than two years, they are eligible to apply for a full term.

Criteria for selection of the Mentor include:

- a. Commitment to professional development and growth,
- b. Effective communication skills,
- c. A minimum of five (5) years of experience in the Wayzata School District.

### **Part 4 Academy of Wayzata Educators (AWE)**

#### **a) The Academy:**

It is the goal of the District to have Wayzata's Alternative Compensation Program support an academy. The Academy will offer courses that will enhance educational practices. Courses will require the introduction of topics, professional practice, private reflection and group discussion focusing on students and achievement. Participation in the academy courses is optional. Course offerings through the academy are frequently referred to as AWE (Academy of Wayzata Educators) courses.

All courses must meet the requirements as outlined in the Academy of Wayzata Educators Guidelines. Teachers may submit proposals for courses or study groups. Course offerings will be determined on an annual basis by the Academy of Wayzata Educators Leadership Team. The Academy of Wayzata Educators Leadership Team will consist of the Alternative Compensation Program Supervisor, Executive Director of Curriculum & Instruction, Executive Director of Human Resources, WEA President, Professional Development TOSA, one elementary principal, one secondary principal and four (4) teachers appointed by the WEA.

#### **b) AWE Coursework:**

Eligible teachers who complete an Academy offering will receive a \$480 stipend. Teachers are limited to one \$480 stipend per school year. Teachers new to the profession must complete the New Teacher Training prior to participation in AWE coursework.

Seminar facilitators will be paid an additional \$100 stipend for facilitation.

Course instructors will be paid a \$1000 stipend. Courses with more than fifteen (15) students will be allotted a second instructor.

Stipends for all Academy coursework, seminar facilitation, course instruction will be paid on the first regular pay period in June. The Academy of Wayzata Educators Coursework does not apply for lane change.

### c) Staff Development TOSA:

A .5 staff development TOSA position will provide leadership in developing, organizing, and implementing the Academy of Wayzata Educators.

The process for selecting a Staff Development TOSA will begin with an internal job posting. Letters of recommendation from supervisors and colleagues will be required as part of the application process. Criteria for selection of the Staff Development TOSA include:

1. Repeated participation in building and/or District initiatives,
2. Commitment to professional development and growth,
3. Demonstrated knowledge of effective professional development planning,
4. Effective communication skills,
5. A minimum of seven (7) years of teaching experience.

The Staff Development TOSA will be paid at the same rate as ~~his/her~~ **their** current positions as identified on the Master Agreement.

The Staff Development TOSA will be evaluated and eligible for the Performance Increment, Individual Performance Bonus and Site Goal Bonus. The teacher hired to be the Staff Development TOSA will be guaranteed the opportunity to return to ~~his/her~~ **their** previous assignment at the end of the staff development term. ~~In the 2006-07 school year~~ The Staff Development TOSA will be hired for a three (3) year term.

## Part 5 Annual Performance Bonuses

### a) Individual Performance Bonus:

Upon the completion of two (2) satisfactory evaluations, or completion of the appeal process outlined in Article V Section 5.6, Part 8 with a satisfactory evaluation as well as the creation, review, and reflection upon a SMART (Specific, Measurable, Attainable, Realistic, and Time-bound) goal tied to student achievement, a full-time (1.0 FTE) teacher will be granted an Individual Performance Bonus of \$1700 to be paid on the second regular pay period in June (last business day in June). A full-time teacher performing basic duties for the employer on one hundred twenty (120) or more work days during the basic school year will be eligible for the Individual Performance Bonus. A part-time teacher whose contract begins prior to October 15 and extends through the remainder of the school year will be eligible for an Individual Performance Bonus prorated to equal his/her FTE.

A teacher retiring at the end of the first semester will be eligible for an Individual Performance Bonus prorated to equal ~~his/her~~ **their** annualized FTE upon the completion of two (2) satisfactory evaluations and creation, review, and reflection upon a SMART (Specific, Measurable, Attainable, Realistic, and Time-bound) goal tied to student achievement. To facilitate the scheduling of evaluations, it is the responsibility of the educator to notify ~~his/her~~ **their** Peer Coach in writing by September 15 of ~~his/her~~ **their** intent to retire at the semester break.

### b) Site Goal Bonus:

A \$1.00 Site Goal Bonus will be paid to each teacher based on the attainment of the annual Alternative Compensation site goal by ~~his/her~~ **their** assigned site(s). ~~Beginning in the 2019-2020 school year a~~ A \$1.00 Site Goal Bonus will be paid to each teacher based on the attainment of the annual Alternative Compensation site goal by ~~his/her~~ **their** assigned site(s). Each site's goal will be developed with teacher input. A full-time (1.0 FTE) teacher performing their duties for the employer on one hundred twenty (120) or more work days during the basic school year will be eligible for the Site Goal Bonus. Any remaining balance in this fund will be transferred to the district

professional development fund. The site goal bonus will be paid within thirty (30) days of all the schools' data becoming available.

## **Part 6 Evaluation of Continuing Contract Teachers**

Teachers will be formally evaluated twice per school year. Each evaluation must include a pre-observation conference, an observation, and a post-observation conference during which a teacher receives a written copy of the evaluation.

Every teacher will annually develop a SMART goal as a measure of student growth (MSG) and submit it to ~~his/her~~ **their** assigned peer coach or supervisor no later than October 15<sup>th</sup>. The SMART goal submission need not take place during required meetings with peer coaches. Peer coaches or supervisors will review submitted goals and (1) approve or (2) return to teachers for revisions no later than October 30<sup>th</sup>. Prior to May 30<sup>th</sup>, teachers will complete and submit a self-assessment and provide written rationale for the rating of their performance on the SMART goal as a formal reflection.

Teachers employed with a .8 FTE contract to 1.0 FTE contract will have two (2) formative evaluations and (2) summative evaluations each year. Teachers with a .51 FTE contract to .79 FTE contract will have one (1) formative evaluation and two (2) summative evaluations each year. Teachers with a .5 FTE and less contract will have one (1) formative and (1) summative evaluation each year. If a teacher's contract increases during the school year, it is the responsibility of the teacher to notify ~~his/her~~ **their** Peer Coach within fifteen (15) days of the increased FTE.

The awarding of Performance Increments will be dependent on the teacher meeting expectations as defined in the Wayzata Advanced Framework for Leadership in Education (evaluation rubric). A satisfactory rating requires the individual to receive a minimum of eighty (80) percent of the elements rated at either proficient or distinguished with no elements rated as unsatisfactory.

A Peer Coach may use the rating of not applicable (NA) on the evaluation. Not applicable (NA) will be counted as proficient in the total number of items. Example: If there are thirty-three (33) items on the classroom teacher rubric and a Peer Coach determines that two (2) items are not applicable to the lesson; eighty (80) percent will still be based on thirty-three (33) items.

The teacher must have completed two (2) formative evaluations and had satisfactory ratings on their two (2) summative evaluations or complete one of the items under Article V Section 5.6 Part 8 as well as created, reviewed, and reflected upon a SMART goal as a measure of student growth (MSG). If a teacher has been placed on a Corrective Action Plan/Notice of Deficiency, the principal/supervisor will complete the formal evaluations.

Evaluations will be submitted to the Human Resource Department by the Alternative Compensation Program Supervisor. The Alternative Compensation Program Supervisor will forward a copy to the teacher's supervisor.

The Peer Coach is responsible for sharing The Wayzata Advanced Framework for Leadership in Education (evaluation rubrics) with their assigned staff prior to the first pre-observation conference.

## **Part 7 Evaluation of Probationary Teachers**

Administrators will be responsible for evaluating probationary staff. Probationary teachers who are offered a contract for the following year will receive both the Performance Increment and the Individual Performance Bonus. The administrator will submit evaluations to the Human Resource Department. Probationary teachers will also receive a copy from the administrator.

If a probationary teacher is non-renewed and subsequently rehired with no break in service, ~~he/she~~ **they** will receive the Performance Increment and Individual Performance Bonus. The teacher will be eligible for the Site Goal

Bonus. Bonuses will be paid on the first regular paycheck in September. If testing data associated with a particular site goal is unavailable by August 15, the bonus will be paid within thirty (30) days of the data becoming available.

## **Part 8 Appeal Process**

It is expected that all licensed staff members meet expectations of performance as defined in the Wayzata Advanced Frameworks for Leadership in Education (evaluation rubrics). It is important to support each staff member and provide opportunities to achieve success.

The appeal process is open to teachers who have received an unsatisfactory evaluation.

1. If a teacher receives an unsatisfactory performance evaluation the teacher may choose to work with ~~his/her~~ **their** Peer Coach or administrator to develop an improvement plan. The Performance Increment and Individual Performance Bonus will be granted only when the individual has completed an improvement plan and received a satisfactory second evaluation.

Improvement plans may include, but are not limited to:

- a. Participating in targeted staff development coursework,
- b. Completing professional coursework through a college or university,
- c. Arranging to watch a Peer Coach or colleague instruct,
- d. Scheduling for an additional observation.

A teacher may appeal the evaluation and ask to be re-evaluated by a different evaluator. A written request for re-evaluation must be filed with the Executive Director of Human Resources within ten (10) working days of the post-conference.

2. If a teacher receives an unsatisfactory performance evaluation in the second round of evaluations for the year, that teacher may follow any of the options listed in number one (1) above to correct the deficiency, and ~~he/she~~ **they** must then request another evaluation from the Executive Director of Human Resources to demonstrate satisfactory performance in order to be eligible for the Performance Increment and Individual Performance Bonus that school year.

3. If a teacher receives an unsatisfactory evaluation for the year and is unable to reverse it prior to May 30th, that teacher will not be eligible for the year's Individual Performance Bonus. At the start of the new school year, that teacher will also not be eligible for the new Performance Increment to ~~his/her~~ **their** base salary. However, teachers may use any or all of the strategies listed in number one (1) over the summer and during the fall months of the new school year to make improvements. Prior to December 1, that teacher may request from the Department of Human Resources a special evaluation to demonstrate improvement. If successful, that teacher will then be eligible for that year's Performance Increment, retroactive to the first of the school year, but will not receive the previous year's Individual Performance Bonus. In order for the teacher to be eligible for the current year's bonus and increment the teacher will be expected to have two (2) evaluations. The evaluation used to determine last year's increment will not be counted as one of the two (2).

4. If the school district is unable to provide two (2) evaluations for any teacher that teacher will be treated as if they had two (2) satisfactory evaluations.

## **Part 9 Carry Over Funds**

It is an expectation that additional funding for alternative compensation be spent only to support the following programs: Peer Coaching, The Academy of Wayzata Educators, Site Goal Bonuses, and Individual Performance

Bonuses. Any funds not expended in a given year will carry over within the program to fund only the aforementioned items.

### **Part 10 Academy Funding**

The funding for the Academy of Wayzata Educators will be dependent upon Alternative Compensation Funds and district Best Practice grants. If adequate staff development funding is not available or made available through district Best Practice grants then the amounts in Article V, Section 5.6 Part 4 (b) will be adjusted.

### **Part 11 Discontinued Funding**

Should the funding for the Alternative Compensation Program be reduced by either state aid or reduced local levy to the point that the program could no longer be sustained, the WEA and the Wayzata Schools agree to eliminate the Alternative Compensation Plan. Teachers would return to the system of pay increases as it existed in the 2003-2005 contract. Any negotiated changes to the salary schedule and benefits not associated with the Alternative Compensation Plan will be maintained.

### **Part 12 Oversight Committee**

A labor/management committee will be formed to provide oversight, monitor, and approve changes to non-contractual aspects of the Alternative Compensation Program. The committee will consist of a Board Member, the Alternative Compensation Program Supervisor, Director of Curriculum and Instruction, Executive Director of Human Resources, WEA President, a Building Principal and four (4) teachers appointed by the WEA. The committee will also make recommendations to the negotiation teams for changes in contract language.

### **Section 5.7 Notification of Annual Salary**

Each teacher shall be notified in writing of such teacher's performance increment and lane placement, annual basic salary and annuity contribution as of the beginning of each school year.

### **Section 5.8 Extra Assignment Salary Schedule**

Individual teachers may enter into separate contracts with the Employer for the performance of assignments in addition to or differing from the performance of basic duties. Such separate extra assignments shall not be part of a teacher's continuing contract and shall not be subject to the provisions of Minnesota Statutes 122A.40.

During the term of this Contract, the compensation of teachers for the performance of the assignments listed in the extra assignment salary schedule set forth in Appendix D (which is attached hereto and made a part of this Agreement) shall be determined by such schedule. Compensation under this schedule is based upon the requirement of a significant additional time commitment beyond a full-time teacher's basic duties. Extra assignments may be given within the school day to a teacher with less than a full load of basic duties without additional compensation.

The Employer will determine which extra assignment positions are to be filled. All vacancies for Extra-Curricular Assignments (but not Extended Professional Assignments or Extra Service Assignments) shall be posted by the Employer, and no person outside the appropriate unit shall be hired for the position until after all members of the appropriate unit who applied for the position in writing within five (5) days after the date of posting have been interviewed by the Employer. Positions currently held by non-faculty members are not subject to annual postings unless deemed so by the employer. Should new extra assignment positions be created during the term of this Contract, compensation for such new positions will be determined through negotiations between the Employer and the Association. In the event the parties are unable to agree upon the compensation for a new extra assignment position, the Employer may set the compensation for such a position consistent with the compensation for similar assignments, subject to the grievance procedure.

**Section 5.9 Hourly Teaching Assignments**

Certified staff members under a contract to teach at an hourly rate shall have their hourly rate based on their current step and lane. (Annual salary ÷ (184 days x 8 hours) x # of teaching hours. Example: a certified staff member teaching an extra section at 3/4 hour for 42 days. \$40,000 (annual salary) ÷ 1472 hours (184 days x 8 hours) x 38.5 hours (42 days x 3/4 hours + 10 minute prep)) = \$1,046.20.

**Section 5.10 Long-Term Substitute Teachers**

Long-term substitute teachers contracted for more than 30 days and less than 93 days shall be placed on the salary schedule (Appendix A & B) but receive no benefits under Articles VI and VII of the Master Agreement.

Long-Term substitute teachers contracted for 93 days or more shall receive a long-term substitute contract, be placed on the salary schedule (Appendix A & B) and shall be eligible for benefits under Article VI and Section 7.1, 7.2, 7.3 and 7.4 of the Master Agreement.

**Section 5.11 Career Increment**

A teacher may qualify for a career increment in addition to the annual basic salary for such teacher, according to the teacher’s initial placement on the salary schedule plus the teacher’s years of service to the District as of the first day of the school year, as follows:

**Initial Salary Schedule**

<b>Placement plus Years of Service to District</b>	<b>Career Step</b>
14 but less than 19	15
19 but less than 24	20
24 but less than 30	25
30 or more	30

The amount of the career increment payment is incorporated into the Career Steps shown on the Basic Teacher Salary Schedules attached as Appendices A and B.

~~As of July 1, 1995, a~~ A part-time teacher who has been employed, either part-time or full-time, for 10 continuous years shall receive a prorated amount of the career increment on the basis of the amount of employment (e.g., a teacher employed one-half time will receive one-half of the specified career increment). A part-time teacher will receive the career increment when that teacher has earned credit for 14 years.

Example: Teacher A has taught 10 years at .5 time. The teacher has five years toward the career increment to be paid upon earning 14 years.

For purposes of Section 5.11, a part-time teacher is one employed at less than .8.

**Article VI**

**Insurance**

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## **Section 6.1 Group Insurance Policies**

During the term of this Contract, the Employer will purchase the group insurance policies described in this Article. It is understood and agreed that the provisions of this Article are merely descriptive of the coverage provided, and that the eligibility of a teacher for benefits shall be governed by the terms of the master insurance contracts in force between the Employer and the insurers providing such coverage. It is further agreed that the Employer's only obligation under the policies described in this Article is to make the premium payments as provided in this Contract, and no claim shall be made against the Employer in the event of a denial of insurance benefits by an insurance carrier.

Any teacher whose combined individual contract and hourly assignment requires performance of services of at least twenty (20) hours (.5 FTE) but less than thirty (30) hours (.75 FTE) per week may also enroll in the District's insurance program and the Employer will contribute one-half (1/2) the amount of the regular employer premium contribution for eligible teachers. Coverage shall become effective only upon enrollment and agreement by such teacher to contribute through payroll deduction any premium in excess of the amount paid by the Employer.

## **Section 6.2 Life Insurance**

Each eligible teacher is provided basic group term life insurance and ADD (Accidental death and dismemberment) coverage in an amount equal to ~~such~~ the teacher's annual basic salary, with each partial thousand rounded to the next higher one thousand dollars (\$1,000), and with double indemnity for accidental death. The Employer pays the full premium for ~~such~~ the coverage.

~~The Employer agrees, if possible, to secure an insurance carrier for such group term life insurance which will make available the following program of voluntary supplementary group term life insurance at the expense of the individual teacher:~~

- ~~1. Voluntary supplementary coverage without physical examination in an amount equal to the basic coverage provided by the Employer.~~
- ~~2. Voluntary supplemental coverage in the additional amount of \$100,000, subject to a physical examination at the request of the carrier.~~

The District shall provide a program of voluntary supplemental term life insurance. Upon initial hire and during allowed annual enrollment years, an employee may enroll in a maximum of \$100,000 of supplemental life insurance without Evidence of Insurability. After initial hire and in years that the coverage is not available during annual open enrollment, this voluntary supplemental life program will include the option to elect additional coverage subject to Evidence of Insurability of the applicant.

The availability of such coverage shall be subject to all terms and conditions imposed by the carrier. In no event shall such voluntary supplementary coverage increase the premium for the basic coverage provided by the Employer. Voluntary coverage requested by an employee shall be paid by the employee through payroll deduction.

~~The availability of such coverage shall be subject to all terms and conditions imposed by the carrier. In no event shall such voluntary supplementary coverage increase the premium for the basic coverage provided by the Employer.~~

~~Voluntary coverage requested by a teacher shall be paid by the teacher through payroll deduction.~~

## **Section 6.3 Hospitalization and Medical Insurance**

The District's contribution towards hospitalization/medical insurance will be as follows per month and per plan for the ~~2020-2021~~ 2021-2022 fiscal year:

High Deductible Insurance Plan + VEBA Contribution

Single Plan	Employee Plus One Plan	Family Plan
<del>\$604.55</del> Full Single Premium + \$60 VEBA contribution	<del>\$1,019.12</del> \$1,039.50 per month + \$120 VEBA Contribution	<del>\$1,194.39</del> \$1,218.30 per month + \$180 VEBA Contribution

Low Deductible Insurance Plan (No VEBA Contribution)

Single Plan	Employee Plus One Plan	Family Plan
<del>\$642.45</del> \$655.30	<del>\$1,133.57</del> \$1,156.25	<del>\$1,366.06</del> \$1,393.40

Due to the fluctuating cost of health insurance, ~~the~~ the District's contributions towards hospitalization/medical insurance ~~will~~ may be as follows per month and per plan for the ~~2020-2021~~ 2022-2023 fiscal year. The district contribution will not exceed a 4% increase.

High Deductible Plan	2% Increase	3% Increase	4% Increase	<del>5% increase</del>
Single (\$60 Veba)	No Change	No Change	No Change	<del>No Change</del>
1+1 (\$120 Veba)	\$1,060.30	\$1,070.70	\$1,081.10	<del>\$1,091.50</del>
Family (\$180 Veba)	\$1,242.65	\$1,254.85	\$1,267.05	<del>\$1,279.20</del>

Low Deductible Plan - No Veba	2% increase	3% increase	4% increase	<del>5% increase</del>
Single	\$668.40	\$674.95	\$681.50	<del>\$688.10</del>
1+1	\$1,179.40	\$1,190.95	\$1,202.50	<del>\$1,214.10</del>
Family	\$1,421.30	\$1,435.20	\$1,449.15	<del>\$1,463.10</del>

For those employees electing single coverage plans, an additional District contribution will be made on behalf of the employee under Section 6.7.

Where two or more eligible district employees are enrolled in family coverage as part of the same family unit, the maximum Employer contribution toward the premium for family coverage will be the combined maximum Employer contributions for such employees.

The hospitalization insurance advisory committee, composed of five representatives designated by the Association, one each designated by the Principals Association, Custodians Unit, Clerical Unit, Food Service Unit, Retired Employee, one Unaffiliated Employee, and one School Board Member, shall work with the administrator responsible for employee insurance coverage to develop a recommendation to the Employer for the specifications of the hospitalization and medical insurance plan.

The District insurance committee shall be composed of five (5) representatives designated by the exclusive representative of the teachers, one representative designated by the administrative staff, one representative designated by each bargaining unit within the classified staff, and one representative designated by the Employer and shall recommend to the Employer the specifications of the hospitalization and medical insurance plan.

Participation in the insurance program selected will be voluntary. Coverage shall be available from the first day of employment but shall be effective only upon enrollment of the individual teacher and his or her family. Each teacher enrolled under the plan shall contribute, through payroll deduction, any excess of the monthly premium under the plan over the maximum Employer contribution toward the type of coverage for which such teacher is enrolled.

#### **Section 6.4 Long Term Disability**

The Employer will continue to pay the total premium for each eligible teacher in the present long term disability plan.

#### **Section 6.5 Tax Sheltered Program - 403(b) Plan**

A 403(b) Plan shall be available to all teachers. Salary Reduction Agreements (SRA) may be submitted for approval at any time during the year. Approved SRA's will be implemented no later than twenty-one (21) days following submission of an accurate application.

The Employer will contribute to the 403(b) Plan for ~~eligible full-time~~ all teachers as follows:

1. The Employer will match the contributions of a teacher on steps 1-7 to a 403(b) plan, subject to a maximum contribution by the Employer of two percent (2%) of such teacher's actual salary and further subject to any other limitations imposed by law.
2. The Employer will match the contributions of a teacher on steps 8-15 to a 403(b) plan, subject to a maximum contribution by the Employer of three percent (3%) of such teacher's actual salary and further subject to any other limitations imposed by law.
3. The Employer will match the contributions of a teacher on steps 16 and beyond to a 403(b) plan, subject to a maximum contribution by the Employer of four percent (4%) of such teacher's actual salary and further subject to any other limitations imposed by law.

#### **Section 6.6 Dental Insurance**

Effective July 1, 2017 the employer will contribute an amount equivalent to single coverage for each eligible teacher who is enrolled in the District dental insurance plan. This amount may be applied towards family coverage.

Participation in the dental insurance program will be voluntary. Coverage shall be available from the first day of employment but shall be effective only upon enrollment of the individual teacher and his or her family. Each teacher enrolled under the plan shall contribute, through payroll deduction, any excess of the premium under the plan over the maximum Employer contribution toward the type of coverage for which such teacher is enrolled.

#### **Section 6.7 Health Care Saving Plan (HCSP) - MN State Retirement System**

The District shall participate in the Health Care Savings Plan (HCSP) established by the Minnesota State Retirement System. The District will contribute \$90.00 per month to the HCSP account for each employee at .75 FTE of above thirty (30) hours or more per week, who elect single health insurance. Participation will only be allowed in one District Health Care Savings Plan.

# Article VII

## Leaves and Absences

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### Section 7.1 Sick Leave

In conjunction with the long-term disability insurance provided above, the Employer has established the following provisions for paid sick leave in order to minimize a teacher's loss of income because of unavoidable absence due to illness or injury during the basic school year. Sick leave may be used to care for an ill or injured dependent child. A "child" means an individual less than eighteen years of age or an individual under age twenty who is still attending secondary school. Accrued sick leave may also be used due to the illness or injury of an adult child, spouse, sibling, parent, step-parent, grandparent or step-grandparent if required by applicable Minnesota statutes as informed by the Human Resources Department.

Paid sick leave is provided for full time teachers (0.8 -1.0 FTE) for ten (10) days during each basic school year with a year-end accumulation of sixty-one (61) days or fewer. After a year-end accumulation of more than sixty-one (61) days, paid sick leave is provided for full-time teachers for nine (9) days during the basic school year. If a year-end accumulation drops to sixty-one (61) days or fewer, the teacher's annual sick leave provided will revert to ten (10) days. Part-time teachers (including hourly teachers) will be granted sick leave in proportion to the amount of their employment (e.g., a teacher employed one-half time will be granted ten (10) half days of sick leave). Beginning July 1, 2003, sick leave may accumulate up to a total of one-hundred ninety (190) days. A teacher who is absent at either the beginning or end of the regular school day for less than one-half (1/2) of such teacher's regular work day (less than four (4) hours for a full-time teacher) shall be charged for one-half (1/2) day of sick leave. All other absences will be charged as a full day of sick leave.

Beginning the 2020-2021 school year, teachers may use sick leave in hourly increments of time with prior administrative approval and substitute availability, with the exception of an emergency situation.

The Employer reserves the right to require substantiation of illness where there is evidence that sick leave is being abused.

Additional loaned sick leave benefits will be granted to any teacher who has exhausted accumulated sick leave benefits if such teacher has been continuously disabled and unable to teach for a period of twenty-five (25) or more consecutive work days, as certified by a medical doctor. Additional loaned sick leave benefits will also be granted for a subsequent absence during the same school year due to the same medical condition. Such additional loaned sick leave benefits will commence as of the work day immediately following the last day of regular sick leave payment. Additional loaned sick leave benefits will continue only for the period during which the teacher remains continuously disabled and unable to teach, and shall cease in any event after sixty (60) calendar days of disability. Following a medical disability leave of 25 consecutive days or more, as certified by a medical doctor, an employee who returns to work will be granted five (5) sick leave days.

The loaned days will be re-paid utilizing the following requirements:

- a. At the beginning of each school year, four (4) days per year will be deducted from an employee's accumulated sick and/or personal leave until the total loaned days are paid back.
- b. These four (4) days can be a combination of sick and personal days; however, at least one personal day must be used. The employee must notify the Human Resource Department when they return from their leave, their choice of repayment (e.g. sick or personal days).

- c. For teachers whose leave begins on or after July 1, 2007, the loaned days must be repaid within five (5) years of the leave. If after five (5) years, the teacher does not have adequate accumulated sick leave to re-pay the remaining portion, the District will subtract the balance from the teacher's salary.
- d. At the end of the school year, the employee may apply additional accumulated sick and/or personal days to the balance of the loaned days.
- e. If the loaned days are not repaid and the teacher resigns or is terminated, the remaining days will be deducted from ~~his/her~~ **their** final paycheck. Repayment of sick leave time will be calculated using the teacher's daily rate of pay at the time the loan was granted. If the teacher is unable to return due to a disability, this provision will not apply.

A teacher may use one (1) day of accumulated sick leave per summer school session to cover up to two (2) days of summer school absence due to illness or injury.

### **Section 7.2 Family Emergency Leave**

A teacher may apply up to ten (10) days of accumulated sick leave benefits to absence during the basic school year and extended work days due to the critical illness, which may include recovery time, for a teacher's family member or close personal friend. Advance notice and approval by the building principal is normally required; however, in emergency situations in which advance notice to the principal is not possible, the teacher shall notify the substitute scheduler according to district procedures.

A teacher may use one (1) day of accumulated sick leave per summer school session to cover up to two (2) days of summer school absence due to a family emergency.

### **Section 7.3 Bereavement Leave**

A teacher shall be granted up to three (3) days paid leave without a deduction from accumulated sick leave, per incident, during the basic school year and extended work days, including summer school, due to death of a close family member or close personal friend. Advance notice and approval by the building principal is normally required; however, in emergency situations in which advance notice to the principal is not possible, the teacher shall notify the substitute scheduler according to district procedures.

A teacher shall be granted, per incident, up to three (3) days paid leave without a deduction from accumulated sick leave for a current student, up to one day for a former student, and up to one day for a current student's parent.

A teacher may use one (1) day of accumulated sick leave benefits toward an absence during the basic school year or an extended work day due to the death of a relative or friend.

A teacher may use one (1) day of accumulated sick leave per summer school session to cover up to two (2) days of summer school absence due to death of a relative or close friend.

### **Section 7.4 Personal Leave**

Each teacher employed at a 0.8 FTE or greater contract with a year-end sick leave accumulation of sixty-one (61) days or fewer is eligible for two (2) days of leave during each basic school year. After a year-end sick leave accumulation of more than sixty-one (61) days, each full-time teacher is eligible for three (3) days of leave during the basic school year which may accumulate up to three (3) days. If a teacher's year-end sick leave accumulation drops to sixty-one (61) days or fewer, the teacher's annual personal leave provided will revert to two (2) days.

A part-time teacher (between 0.5 FTE but less than 0.8 FTE) will be granted two (2) days of personal leave in proportion to the amount of their employment (e.g. a teacher employed one-half time will be granted two (2) half days of personal leave.) This leave may accumulate to a maximum of three (3) days, (3 half-days for 0.5 FTE) and will not be deducted from sick leave credits.

~~Beginning with the 2015-16 school year,~~ **e** Employees who have completed ten (10) years under the WEA master agreement, may accumulate to a maximum of four (4) days (4 half-days for 0.5 FTE). Employees who have completed twenty (20) years under the WEA master agreement, may accumulate a maximum of five (5) days (5 half-days for 0.5 FTE). *Any additional unused personal leave will be converted to sick leave.*

~~Beginning with the 2017-2018 school year,~~ **e** Employees have the option of borrowing one (1) personal leave day from the next school year’s allocation. This borrowed day will be paid back by reducing the number of allocated personal leave days at the start of the following school year. If the teacher resigns or is terminated, that day will be deducted from their final paycheck.

~~Beginning the 2020-2021 school year,~~ **t** ~~Teachers~~ **Employees** may use personal leave in hourly increments ~~of time~~ with prior administrative approval and ~~substitute~~ **reserve teacher** availability. Prior administrative approval is not necessary in an emergency situation.

Requests for such leave must be submitted to the building principal/supervisor in writing at least three (3) duty days in advance, except for emergency situations, and must be approved. In emergency situations, approval must be obtained upon return. On the days preceding and following a holiday break, no more than two (2) teachers per elementary building and four percent (4%) of the teachers per secondary building will be granted personal leave on the same day. In special circumstances, the building principal/supervisor may elect to exceed the limitations on the number of teachers on personal leave on any given day.

<b>Sick Day Bank</b>	<b>Fewer than 61 sick days (10 sick days)</b>	<b>More than 61 sick days (9 sick days)</b>	<b>Ten plus years in District</b>	<b>Twenty plus years in District</b>
<b>###</b>	<b>2 personal days</b>	<b>3 personal days</b>	<b>Accumulate an additional personal day (4)</b>	<b>Accumulate one additional personal day. (5)</b>

**\*Personal days are limited to five (5) days a year.**

**Section 7.5 Short-Term Professional Leave**

Short-term professional leaves with pay may be granted at the discretion of the Employer. Examples of such leaves might be for such purposes as visiting another school or attending a professional conference meeting. Such leave must be approved in advance by the Superintendent or the Superintendent’s authorized representative. Requests for short-term professional leaves should be made as early in the school year as possible.

**Section 7.6 Sabbatical Leave**

**Part 1 Sabbatical Leave**

Sabbatical leaves may be approved by the School Board for graduate study in an area related to the teacher's assignment or for other non-paid activity which would advance the teacher's skills in ~~his or her~~ **their** instructional area.

Eligibility - Qualified teachers are eligible for sabbatical leave for graduate study or travel, upon approval by the Employer. A teacher must have completed the equivalent of at least six (6) full basic school years of full-time employment by the Employer since 1) the teacher's initial date of employment by the Employer or 2) the expiration of such teacher's last previous sabbatical leave.

Availability/Approval - The number of leaves, which can be granted in any one year, will not exceed one and one-half percent (1 1/2%) of the total number of full-time teachers employed by the Employer. It is the intent of the Employer to normally grant all available leaves when there are qualified requests. The Professional Leave Committee will review all applications. The Committee shall recommend approval or disapproval to the Superintendent, who shall forward a recommendation to the School Board, based on the premise that each leave will result in a distinct contribution to the school system which could not be accomplished without such a leave.

Duration - Each leave will normally be for the full basic school year. Part-time leaves may be granted within the one and one-half percent (1 1/2%) limitations. Part-time leaves shall be prorated for the period of the leave.

Compensation - 1) Full-time sabbatical leaves will be at one-half (50%) salary and career increment, payable on normal pay dates. These teachers may choose instead to take 75% of salary and career increment for the sabbatical leave year and 75% for the succeeding corresponding period of time. 2) Teachers who have been placed on Step 10 of the Salary Schedule for three years or more will be paid 60% of the basic salary and career increment while on sabbatical leave. These teachers may choose instead to take 80% of salary and career increment for the sabbatical leave year and 80% for the succeeding corresponding period of time.

A part-time sabbatical leave shall be prorated for the period of the leave. The salary of a part-time teacher on sabbatical leave shall be prorated on the basis of the percentage of full-time employment during the school year while on sabbatical leave.

Agreement - Written agreement that the teacher shall return for the equivalent of two (2) full-time years following the sabbatical leave is mandatory to receive the compensation and career increment while on sabbatical. Advancement on the salary schedule for the sabbatical year shall be granted if the objectives of the leave have been achieved.

## **Part 2 Teacher on Special Assignment ~~(Resource Teachers)~~**

The Administration may submit proposals to the Professional Leave Committee for positions of teachers on special assignment, including job descriptions, up to the equivalent of three (3) full-time teachers per year. These positions may be full-time, part-time, and up to forty weeks per year. These positions may be for the purposes of curriculum development, staff development, and special task force assignment, but shall not be for principalship functions. The committee will review and may approve up to the equivalent of three (3) positions of teachers on special assignment in lieu of the sabbatical quota set forth above. This process will precede the individual sabbatical process outlined in Section 7.6 Part 1.

The positions shall be posted within the District and all continuing contract teachers shall be eligible to apply. Teachers who currently are employed as Teachers on Special Assignment (including Peer Coaches) may not apply for new TOSA (per Section 7.6 Part 2) positions until Round 2. Postings will include the position term, which will not exceed three years. The District will notify the WEA President prior to posting the positions. The WEA President will notify staff of upcoming TOSA position postings. The appropriate supervisor and a selection team shall choose teachers on special assignment. Teachers on the selection team shall be appointed by the WEA and shall make up a majority of the committee. Part-time leaves may be granted within the one and one-half percent (1

1/2%) limitation, and the salary for the part-time leave shall be prorated for the period of the leave. It is the intent of the District to normally grant all leaves where there are qualified requests.

Teachers on special assignments will be expected to return for the equivalent of two (2) full-time years following the leave.

### **Section 7.7 Military Leave**

Leaves of absence for military service will be granted in accordance with all requirements of federal and state law.

### **Section 7.8 Child Care Leave**

A child care leave is defined as a) the period of time once a teacher (mother) has been released from the disability period of childbirth or b) the period of time a teacher (mother or father) wishes to take to provide for the care of a newborn or newly adopted child/ren.

- a. A teacher may be granted a leave of absence without pay for a period of up to twelve (12) months for the purpose of providing full-time care for a newborn or newly adopted child or children. Written application for such leave shall be submitted to the Human Resource Department at least four (4) months prior to the effective date of such leave, and shall indicate the proposed starting and ending dates for the leave.
- b. A child care leave shall begin on the date approved by the Employer and shall end on the last day preceding the school quarter/trimester unless otherwise mutually agreed between the Employer and the teacher. In the case of a premature delivery or availability of an adopted child upon short notice, the Employer may adjust the starting date for the leave, provided a satisfactory substitute is available.
- c. A teacher may utilize accumulated sick leave up to a maximum of ~~four weeks (20 contract days)~~ **twelve weeks, minus the disability period,** for child care leave. **See Section 7.1 of the contract for information regarding the disability period.** ~~If the teacher is declared disabled from teaching by a physician, Section 7.1 of this contract shall apply.~~
- d. Teachers may utilize accumulated sick leave up to a maximum of six weeks (30 contract days) for the care of a newly adopted child/ren.
- e. The Employer may send a teacher a written request that the teacher confirm ~~his or her~~ **their** intention to return to work, and the teacher shall respond in writing within ten (10) days after receipt of such request. Failure of the teacher to respond to such a request within ten (10) days will result in termination of employment, as will the failure to return to work upon expiration of a child care leave (except for illness or injury). The Employer shall have no obligation to re-employ a teacher at any time other than at the end of a child care leave.

### **Section 7.9 Special Leaves Without Pay**

Special short or long term leaves without pay may be granted at the discretion of the Employer.

### **Section 7.10 Applications for Leave**

Applications for sabbatical leave and extended (mobility) leaves of absence must be submitted by February 1 preceding the basic school year for which such leave is requested. Other leaves may be applied for on an as needed basis.

### **Section 7.11 Religious Leave**

Leave may be granted to an employee for religious observance. Such days must be recognized as religious holidays and shall not be granted where personal options exist that would not require the employee to be absent from duty. An employee who has been granted religious observance leave shall either make-up the time of the leave of absence by arranging a mutually agreeable make-up time with the principal/supervisor, or may elect to use personal leave. A religious observance leave request must be submitted to the appropriate principal/supervisor for approval at least two (2) weeks prior to such requested absence. Such leave request shall be submitted upon the School District's Leave of Absence Request Form.

### **Section 7.12 Fringe Benefits During a Leave**

A teacher on non-paid leave of absence shall remain eligible for all employee benefit plans except long-term disability insurance, but must pay the entire premium while on leave. A teacher on paid leave of absence shall remain eligible for all employee benefit plans, and benefit coverage based upon income shall be based upon the salary such teacher would ordinarily have received without the leave of absence. Since long-term disability insurance coverage replaces salary and there is no salary for an unpaid leave, long term disability insurance coverage is not available.

### **Section 7.13 Worker's Compensation**

A teacher receiving compensation under the Worker's Compensation Act may elect to apply accumulated sick leave credits in order to make up the difference between the worker's compensation payments and such teacher's basic salary. Deductions from sick leave will be made on a prorated basis according to the additional payments to the teacher. In no event shall the additional compensation paid to the teacher result in the payment of total daily, weekly or monthly compensation in excess of such teacher's basic salary.

### **Section 7.14 Jury Duty**

For any teacher who is required to serve as a juror, the Employer will make up the difference between such teacher's basic salary and the fees received by the teacher (less unreimbursed expenses actually incurred during jury service, such as mileage, parking, and meals). In order to be eligible for this supplement, the teacher must submit to the payroll office an itemized certification of fees and expenses for jury duty. Advance notice to the building principal is required for absence due to jury duty to permit the scheduling of a substitute. A teacher is also required to notify the building principal immediately upon being excused from jury duty. The foregoing provisions shall also apply when a teacher is subpoenaed as a witness in litigation (but not in grievance arbitration) arising out of and in the course of the teacher's employment, except where the teacher's interest is adverse to the interests of the Employer.

### **Section 7.15 Return From Leave**

A teacher returning from leave of absence shall be returned to employment, subject, however, to the Unrequested Leave of Absence provisions of Article IX. The parties agree that the applicable periods of probation for teachers set forth by Minnesota statutes are intended to be periods of actual service in order that the Employer may evaluate the performance of a teacher. Accordingly, the period during which an employee is on any leave of absence shall not be counted toward completion of the probationary period.

### **Section 7.16 Family Medical Leave Act**

Eligible teachers shall be granted leave and benefits to which they are entitled pursuant to the Family and Medical Leave Act, 29 U.S.C.2601 et. seq.

### **Section 7.17 Assault Leave**

In the case of a physical assault on a teacher, a building administrator will be notified. The teacher may be granted up to three (3) days of paid leave without deduction from accumulated sick or personal leave.

### **Section 7.18 Extended Leaves of Absence (Mobility Leave)**

Extended Leaves of Absence (formerly called Mobility Leaves) are intended for qualified teachers that wish to explore other career opportunities outside the field of education. Pursuant to Minnesota Statute 122A.46, the School Board may grant an extended leave without salary to any teacher who has at least five (5) years of employment in the District *and* has at least ten (10) years of allowable service in any of Minnesota's teacher retirement associations (TRA or the St. Paul Teachers Retirement Fund Associations), unless one of the following exceptions apply:

1. K-12 exception: The teacher has 10 full-time years of allowable or forfeited teaching service credit. Members can be full-time or part-time employees.
2. State University and College Exception: The teacher must have 10 years of allowable service — forfeited service will not be accepted. Teachers must be full-time employees.

An extended leave must be granted for at least three years, but may not be more than five years. Mutual consent of the Board and the teacher is required. However, the granting of extended leaves of absence is within the discretion of the School Board and the School Board reserves the right to refuse to grant any extended leaves, if, in the judgment of the School Board, such leaves should not be granted. The School Board will consider the granting of extended leaves only under the conditions as they are described in M.S. 122A.46, Section 354.05, Subdivision 13, 354.094 and 354.091 as of the date of this agreement. Requests for extended leaves of absence must be submitted to the Human Resource Director by February 1 of the year preceding the school year for which the leave would commence. (Section 7.10)

Any TRA member who is granted an extended leave of absence without salary may receive TRA allowable service credit toward a retirement annuity by paying both the employee and employer contributions to the retirement fund. There is no District contribution during an extended leave. Refer to Section 7-12 for benefit eligibility during a leave.

## **Article VIII**

### **Severance Pay**

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#### **Section 8.1 Statutory Authority**

The parties have agreed upon the following standards and procedures for the implementation of a program of retirement incentive pay pursuant to M.S. 122A.48.

#### **Section 8.2 Teachers Eligible**

All teachers must submit a written letter of retirement to the Human Resource Department by February 1, including the requested date of retirement. A teacher will be eligible for severance pay only if each of the following standards are met:

- a. The teacher must have completed at least 20 years of full-time service as a teacher in the Wayzata School District, or at least 15 years of full-time service as a teacher in the Wayzata School District and a total of at least 25 years of full-time service as a teacher in school districts in the State of Minnesota.
- b. The teacher must have attained the age of 55 years as of June 30 of the school year in which a retirement letter is submitted.
- c. The School Board shall act on the letter of retirement at its first regular February meeting.
- d. No severance pay will be paid to any teacher who has been discharged for cause by the Employer pursuant to M.S. 122A.40.
- e. The teacher must have been hired before July 1, 1997 and must have been on step five (5) or higher in fiscal year 1998 (July 1, 1997-June 30, 1998).

### **Section 8.3 Amount**

A teacher who qualifies under 8.2 and whose letter of retirement is approved by the School Board will be paid the amount determined by adding one-half (1/2) (up to 75 days) of the teacher's unused accumulated sick leave to 80 days, and then multiplying such sum by his/her daily rate of pay. The maximum number of total days shall be 155 (75 sick leave days + 80 days).

For purposes of this calculation only, a teacher who has 150 days of unused accumulated sick leave as of July 1 of the final year of active employment and who uses no more than ten (10) days of sick leave in that final year, will be deemed to have 150 days of accumulated unused sick leave.

Example: An eligible teacher is 55 years or older and has 120 days of unused accumulated sick leave. Such teacher is entitled to 140 days pay, computed as follows:

$$(1/2 \times 120 \text{ days}) = 60 \text{ days} + 80 \text{ days} = 140 \text{ days pay.}$$

If an employee has met the eligibility requirements in 8.2 and subsequently, reduces their FTE, his/her daily rate of pay will be calculated based on the FTE and salary immediately preceding the reduction of FTE.

### **Section 8.4 Payment**

In the event that it is determined by the IRS that the severance benefit listed in this Article is constructively received by the individual employee in the year that the employee first became eligible to receive the benefit (and not in the year that the person retires), the employer agrees to withhold from the imputed income and transmit to the IRS the amount necessary to comply with tax withholding requirement for lump sum payments under IRS rules in the year that the income is constructively received.

Upon retirement, the District will contribute an amount equal to the value of the employee's accrued severance pay into a 403(b) account established by the employee exclusively for the purpose of receiving such payment (the "Severance 403(b)"). The employee will not receive direct payment from the District for severance pay.

Payment will be made within sixty (60) days of the retirement date and will be within the applicable IRS limits. In the event the full amount of severance cannot be deposited into the 403(b) due to the IRS limits, any amount remaining shall be deposited on the first January payroll in the year following the retirement date (e.g June 30th retirement, the first payment would be August 30th of the same year and the next payment would be January 15th of the following year). Provided that, in the event any such deposit would violate the applicable IRS limits, the Board may adjust the payment schedule as needed. The amount of the District contribution shall be calculated in accordance with this article.

Upon request of the District, the employee shall provide information needed to determine the amount of the District contribution that may be deposited into the Severance 403(b) without exceeding the applicable IRS limits on annual additions to all tax-deferred accounts held by the employee. The information needed shall be provided

regardless of whether the employee has retired or is still employed by the District. For purposes of calculating the deferment limit, the District will provide the employee with contribution information for the last 12 months.

The retiree will not make any other deposits to the Severance 403(b) until the District has paid out the entire amount of severance due. The District will maintain a list of 403(b) vendors that may be used for the employee's Severance 403(b). Upon request of an employee, the District will add other vendors to the list, but only if the provider meets district requirements for compliance with state and federal law.

In the event the full amount of severance cannot be deposited into the 403(b) due to the IRS limits, any amount remaining in the fifth year after retirement shall be paid out as taxable compensation, subject to all applicable employment taxes.

In the event that a retired teacher dies before receiving the full amount of the severance pay to which that teacher is entitled, any remaining amount shall be payable to the teacher's legal heirs.

### **Section 8.5 Effective Date**

This Article shall not be retroactive to any teacher who retired prior to the first day of the 1987-88 school year, but shall apply only to teachers who retire thereafter.

### **Section 8.6 Insurance Benefits**

This section will apply only to employees whose service with the School District has been full-time and continuous as defined by this Agreement and whose service began prior to September 3, 2019. For employees whose employment with the School District began after this date, the provisions of this Section will not be applicable.

Any eligible teacher who has completed fifteen (15) or more years of continuous full-time service and who has attained the age of fifty-five (55) as of the effective date of retirement; or has completed twenty (20) years of full-time service to the District and who has attained the age of fifty-five (55) as of the effective date of retirement shall be eligible for the same employer contribution toward the premium actually charged by such retired teacher's insurance carrier for hospital/medical insurance as is provided to eligible teachers actively at work. Benefits available under the insurance plan shall be coordinated with any government-provided benefits (such as Medicare) to provide the same total benefits available to teachers actively at work, not to exceed \$980 per month for retirees electing single coverage, \$1,520 per month for retirees electing E+1 coverage and \$1,820 per month for retirees electing family coverage. Such employer insurance premium contribution shall terminate once the teacher has been eligible for Medicare for five years. For eligible teachers who retire after June 30, 2008, such employer insurance premium contribution shall terminate at Medicare eligibility age. By paying their own premiums, all retired teachers may continue to receive hospital/medical insurance coverage for as long as they wish even if the retiree is not eligible for District contribution.

## **Article IX**

### **Unrequested Leave of Absence**

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#### **Section 9.1 Purpose**

This Article has been agreed upon by the Employer and the Association pursuant to the provisions of M.S. 122A.40, Subd. 10. Accordingly, the provisions of M.S. 122A.40, Subd. 11 shall not be applicable to any employee included in the appropriate unit.

## **Section 9.2 Seniority Date**

Seniority shall be based upon continuous and unbroken employment with the Employer from the most recent date of hire, including periods of employment outside the appropriate unit and periods on authorized leave of absence. Each employee employed under individual written contract pursuant to M.S. 122A.40 in a position for which a license is required by the State Board of Education will be assigned a seniority date based upon the first day of actual service for the Employer pursuant to such individual contract. The original seniority date shall be retained by any teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by the Employer without actual interruption of regular service.

## **Section 9.3 Seniority Lists**

The seniority list for teachers in effect as of October 1, 2003, is the approved seniority list. Teachers' seniority shall be based on their date of hire. In the event of a tie, the teacher approved for the highest salary lane as of the first date of actual service will be listed first. Subsequently, if an additional tie-breaker is necessary, the teacher with the lowest Minnesota Department of Education file folder number will be listed first. The Employer will provide one (1) copy of the seniority list to the Association and will post one (1) copy of the seniority list in each school building on or before November 15 of each year. Any teacher may challenge the correctness of the information contained in the posted seniority list by filing a grievance. In the absence of a grievance filed within fifteen (15) calendar days from the date of posting, the posted seniority lists will be conclusively deemed to be correct.

## **Section 9.4 Unrequested Leave of Absence**

The Employer may place teachers on unrequested leave of absence for the reasons authorized by M.S. 122A.40, subd. 10.

Continuing contract teachers placed on unrequested leave of absence shall be done in inverse order of seniority within the licensure. Among teachers whose position on the seniority list is tied, the Employer shall select the teacher to be placed on unrequested leave of absence, based upon criteria including, but not limited to, performance, initial contract approval date, salary step, special assignments, salary channel, experience and training. If an unrequested leave of absence for any teacher would result in any violation of the Employer's affirmative action program, the Employer may retain the teacher with less seniority and the next senior teacher in the field shall be placed on unrequested leave of absence. Any teacher placed on unrequested leave of absence pursuant to this Section shall be notified, in writing, of such unrequested leave of absence by the date required by law (currently July 1), together with a statement of the reasons therefore.

## **Section 9.5 Bumping Rights**

Any qualified employee placed on unrequested leave of absence (whether or not a member of the appropriate unit) may elect to displace any teacher lower on the seniority list who is employed in a position for which both are licensed by the State Board of Education.

Qualified shall mean a teacher who holds the appropriate license and has as part of their regular assignment, taught one (1) year, or the equivalent within the past five (5) years or has earned twelve (12) quarter credits in the licensure area within the past five (5) years.

A teacher may bump into any open position or a position held by probationary staff for which they have licensure regardless of recent experience.

Bumping rights may only be exercised by written notice to the Human Resources Office within seven (7) duty days from the date of receipt of notice of placement on unrequested leave of absence. Any teacher so displaced shall be placed on unrequested leave of absence and shall be notified in writing.

### **Section 9.6 Status While on Leave**

Any teacher placed on unrequested leave of absence shall remain eligible for all employee benefit plans except long-term disability insurance, but must pay the entire premium while on leave. A teacher on such leave may engage in teaching or any other occupation during the period of such leave, and may be eligible for unemployment compensation pursuant to the criteria for eligibility under the Unemployment Compensation Act.

### **Section 9.7 Recall**

No new teacher shall be employed by the Employer in a full-time position while there is available, on unrequested leave of absence, a full-time teacher on the seniority list who is properly licensed to fill the vacant position. No new teacher shall be employed by the Employer in a part-time position while there is available a full-time or part-time teacher on the seniority list who is properly licensed to fill the vacant position: A teacher is not eligible for recall if such teacher has previously declined recall to a position involving at least the same number of hours of work as the vacant position. Teachers shall be recalled in the inverse order of placement on leave from the seniority list: the last teacher placed on unrequested leave of absence who is licensed for the position shall be the first recalled. Notice of recall by the Employer shall be complete upon mailing such notice by certified mail addressed to the last known address provided by the teacher to the office of the designated central office administrator. If notice of recall is given to any teacher on or after August 16 of any school year, such teacher shall have the right to defer the effective date of return to actual service until the beginning of the next succeeding school year; provided, however, that any teacher so deferring the date of return to actual service shall sign an individual teacher contract for such next succeeding school year. Teachers with current classroom teaching assignments shall not be eligible to return to a mid-year vacancy occurring after September 15, but shall have the effective date of return to actual service deferred to the beginning of the next succeeding school year; provided that such teacher shall sign an individual teacher contract for such next succeeding school year. Any teacher accepting recall shall notify the Employer of such acceptance in writing, including notification of any election to defer the effective date of return to actual service, within fifteen (15) calendar days after the date of mailing of the notice of recall. In the event a teacher accepts recall but the effective date of return is deferred, the Employer shall be free to fill the vacant position on a temporary basis from any source, without regard to teachers remaining on unrequested leave of absence. The Employer shall also be free to fill any position on a temporary basis pending completion of the recall procedure.

### **Section 9.8 Termination of Rights**

A teacher's seniority rights, unrequested leave of absence, and recall rights, if any, shall terminate upon the earliest of the following events:

- a. Resignation;
- b. Retirement;
- c. Discharge or termination of contract;
- d. Failure to return at the expiration of a leave of absence or any authorized extension thereof;
- e. Failure to give written notification to the Employer accepting recall to a position with at least the same number of hours of work as the teacher's position at the time of placement on unrequested leave, including notification of any election to defer the effective date of return to actual service, within fifteen (15) calendar days after the date of mailing of the notice of recall; or
- f. The expiration of three (3) years from the effective date of an unrequested leave of absence without recall.

## **Article X**

### **Early Childhood and Family Education Teachers**

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### **Section 10.1 Roster of ECFE Teachers**

The Employer maintains a separate roster of individuals eligible to perform services as Early Childhood and Family Education (“ECFE”) teachers subject to the availability of funds and an annual decision by the Employer regarding the number of ECFE teachers and hours needed. For any school year in which there is a net aggregate reduction in the total hours of the employment of ECFE teachers covered by this Master Contract compared to the immediately previous school year, the Employer will use its best practicable efforts to assign the remaining hours in such a manner that any ECFE teacher employed for at least ten (10) hours per week or more for each of the previous three (3) school years will not be reduced below the level of ten (10) hours per week. The Employer shall issue to every ECFE teacher an individual written contract providing that such individual will be placed on the roster of eligible ECFE teachers.

### **Section 10.2 Seniority List for ECFE Teachers**

On or before December 1 of each year, the Employer will prepare and deliver to the Association one (1) copy of a separate seniority list for individuals on the roster of eligible ECFE teachers. Seniority will be based upon continuous and unbroken employment with the Employer as an ECFE teacher during consecutive school years and shall be measured from the first day of actual service under the most recent period of continuous employment. For teachers with identical seniority dates, ties will be broken based on the date the teacher signed the original contract covering the first day of actual service during the most recent period of continuous employment. For purposes of this Article, an ECFE teacher shall be deemed to have had continuous and unbroken employment for a school year only if such ECFE teacher actually performed services for the Employer for at least one hundred forty (140) duty hours. There is no break in service during the period covered by an approved leave of absence.

Any ECFE teacher may challenge the correctness of the information contained in the seniority list. In the absence of a grievance filed within thirty (30) calendar days from the date of mailing to the Association, the seniority list shall be deemed to be conclusively correct.

ECFE teachers shall be subject to a three (3) year probationary period.

### **Section 10.3 Annual Notification of Employment Status**

On or before July 15 of each year the Employer will send each person on the roster of eligible ECFE teachers a notice of employment status indicating minimum contracted instructional and staff meeting hours; or, a notice that the ECFE teacher is being placed on unrequested leave of absence. The total number of hours in the aforementioned notice is binding. However, the employer reserves the right to cancel classes. If a class is canceled, the ECFE teacher may design and deliver a new class using assigned hours. New class offerings must be pre-approved by the Family Education Coordinator.

A letter of agreement will be available for each ECFE teacher on or before July 15 indicating schedule step placement for the coming school year, to be signed by the ECFE teacher and returned to the Employer.

### **Section 10.4 Unrequested Leave of Absence**

Placement on unrequested leave of absence shall be based upon seniority among ECFE teachers. A teacher on the ECFE seniority list who is subsequently employed under a regular teaching contract shall receive a new seniority date under Section 8.3 and shall lose all seniority on the ECFE seniority list. Recall of ECFE teachers shall be by the inverse order of placement on unrequested leave of absence: the last ECFE teacher placed on unrequested leave shall be the first recalled. All seniority, unrequested leave of absence, and recall rights of ECFE teachers shall terminate, and the ECFE teacher shall be removed from the seniority list and roster of eligible ECFE teachers upon the earliest of the following events:

- a. resignation;

- b. retirement;
- c. discharge or termination of contract;
- d. failure of the ECFE teacher to return a signed Letter of Agreement within ten (10) days of receipt; or
- e. the completion of any school year in which the ECFE teacher has not performed services on at least one hundred forty (140) duty hours, except that teachers employed for four (4) years of continuous and unbroken employment with Employer as an ECFE teacher shall have two (2) years of recall rights, and teachers with five (5) or more years of such employment shall have three (3) years of recall rights.

This Article has been agreed upon by the Employer and the Association pursuant to the provisions of M.S. 122A.40, Subd. 10. Accordingly, the provisions of M.S. 122A.40, Subd. 11 shall not be applicable to any ECFE teachers included in the appropriate unit.

### **Section 10.5 Compensation**

The hourly rate of pay for individuals performing contracted instructional and staff meeting services as ECFE teachers shall be as set forth in Appendix C to this Agreement. The initial placement of an ECFE teacher on this schedule shall be determined by the Employer.

These hourly rates of pay have been negotiated and set at levels that include compensation for all time associated with contracted instructional and staff meeting hours, including: teaching on-going classes; curricular development time (curriculum development, locating resources, developing and reproducing handouts, contacting speakers, consultations, etc.), program development time (set-up and clean-up before and after class, District and department in-service, site set-up, open house, and workshops); and staff meetings.

All ECFE teachers shall receive four curriculum development hours per class per year they teach and 1 hour per special event or field trip. For program development hours (including conferences, curriculum writing and staff development), each teacher shall receive two (2) hours per assigned class per year for required professional development hours.

Step advancement for ECFE teachers shall occur only on July 1, and requires a minimum of 400 annual contracted instructional and staff meeting hours since initial placement or last advancement. Hours spent on field trips, one-time classes, newsletter writing and long-term substitution also shall be included for purposes of step advancement, but any hours spent on ordering supplies or other similar special assignments will not be included in determining eligibility for step advancement.

ECFE teachers who hold a BA+30 will receive an additional 5% of their hourly wage. ECFE teachers who hold a master's degree in an approved ECFE field will receive an additional 10% of their hourly wage. (e.g. If a teacher with a bachelor's degree makes \$20/hour, the teacher holding a master's degree and is at the same salary level will make \$22/hour.)

The Employer may assign additional duties to any ECFE teacher. Non-instructional duties, such as ordering supplies, fall room set-up and spring room clean-up or other special assignments, will be paid at \$20.00 per hour.

### **Section 10.6 Paychecks**

ECFE teachers will receive their pay in installments using time cards.

### **Section 10.7 Other Provisions**

ECFE teachers shall be subject to:

Article I Section 1.1 - Purpose

Article II - Recognition

Article III - Teacher/Association Rights  
 Article IV, Sections 4.1, 4.2, 4.5 - Basic Duties, Hours of Employment, Additional Work Days  
 Article V, Section 5.6- Part 4 - Academy of Wayzata Educators (AWE)  
 Article VI, Section 6.1, 6.2, 6.3, 6.4, ~~6.5~~, 6.6, 6.7 -Insurance (~~Not Section 6.5 - Tax Sheltered Program~~)  
 Article VII, Sections 7.2, 7.3 and 7.5-7.17 Leaves and Absences (Not Section 7.1 Sick leave or 7.4 Personal Leave)  
 Article XI- Paychecks  
 Article XII - Grievances and Arbitration  
 Article XIII- Management Rights  
 Article XIV- Progressive Discipline  
 Appendix H – MOU Donation of Sick Leave  
 Appendix ~~J~~ **K** - ECFE Alternative Compensation Program  
~~Appendix K – ECFE Study and Salary Conversion~~  
**Appendix I - Sick Leave Accumulation**

No ECFE teacher or substitute teacher shall be eligible for any other compensation, differential, leave or benefits of any nature whatsoever, except as provided for in this Article X.

**Section 10.8 Definition**

For purposes of this Article, “school year” shall be the District’s fiscal year. The exception will be for benefits eligibility. The number of hours per week for ECFE benefits eligibility will be determined by the total annual hours on an ECFE teacher’s Letter of Agreement divided by the number of weeks of ongoing ECFE classes held during the two semesters in a school year. “Ongoing” also applies to 1/2 semester classes. Employees hired after July 1, 2007, must be employed at least 1184 hours/year in order to be eligible for full health benefits or must be employed at least 740 hours/year to be eligible for part-time health benefits.

**Section 10.9 Tax Sheltered Program - 403(b) Plan**

~~The employer shall match contributions of ECFE to a 403(b) Plan up to 2% of the teacher’s annual wages. This benefit shall begin with the teacher’s 10th year of service and will go up to a 3% match with the teacher’s 15th year of service.~~

**Section 10.10 ~~9~~ Sick Leave**

Calculations for ECFE sick leave use the same formula as personal leave. Sick leave will be figured as the number of hours per week (as stated on the Department Letter of Agreement) divided by 40 hours per week to get a percent. The percent is multiplied by 80 hours to obtain the number of hours for ECFE teacher sick leave. Fractions of an hour will be rounded to the nearest 1/2 hour. Sick leave may accumulate to a maximum of 1236 hours.

**Section 10.11 ~~10~~ Personal Leave**

ECFE personal leave will be figured as the number of hours per week (as stated on the Department Letter of Agreement) divided by 40 hours per week to get a percent. The percent is multiplied by 16 hours (2-8 hour days) to obtain the number of hours for ECFE teacher personal leave. Fractions of an hour will be rounded to the nearest 1/2 hour. Unused personal leave may accumulate to the equivalent of three (3) weighted days.

**Section 10.12 ~~11~~ Severance Eligibility**

ECFE teachers who were hired before July 1, 1988, will be eligible to receive severance pay only if each of the following standards are met:

- a. The teacher must have completed at least 20 years of service as an ECFE teacher in the Wayzata School District.

- b. The teacher must have attained the age of 55 years as of June 30 of the school year in which a retirement letter is submitted.
- c. The teacher must submit a written letter of retirement to the Human Resources Department by February 1 including the requested date of retirement.
- d. The School Board shall act on the application for severance pay at its regular February meeting.
- e. No severance pay will be paid to any teacher who has been discharged for cause by the Employer pursuant to state statutes.

**Section 10.13 12 Amount**

A teacher who qualifies under 10.12 and whose letter of retirement is approved by the School Board will be paid the amount determined by multiplying 1% of the total hours worked as a Wayzata Public School ECFE teacher by their current hourly rate of pay. The maximum amount paid to an eligible teacher will be \$9,600.

**Section 10.14 13 Payment**

Upon retirement, the District will contribute an amount equal to the value of the employee’s accrued severance pay into a 403(b) account established by the employee exclusively for the purpose of receiving such payment (the “Severance 403(b)”). The employee will not receive direct payment from the District for severance pay.

Payment will be made beginning with the first payroll date in January following retirement. Provided that, in the event any such deposit would violate the applicable IRS limits, the Board may adjust the payment schedule as needed. The amount of the District contribution shall be calculated in accordance with this article.

Upon request of the District, the employee shall provide information needed to determine the amount of the District contribution that may be deposited into the Severance 403(b) without exceeding the applicable IRS limits on annual additions to all tax-deferred accounts held by the employee.

The retiree will not make any other deposits to the Severance 403(b) until the District has paid out the entire amount of severance due. The District will maintain a list of 403(b) vendors that may be used for the employee’s Severance 403(b).

**Article XI**

**Paychecks**

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**Section 11.1 Basic Paychecks**

A teacher’s annual basic salary will be paid in twenty-four equal semi-monthly installments. The first payday each year will be September 15. Paydays will be the 15th and last day of each month, except that, if the 15th or last day of any month occurs on a Saturday, Sunday, or holiday, that payday will be the preceding work day. A teacher will receive payment in a lump sum for the remaining unpaid amount of the teacher’s annual basic salary. Final paycheck will be no later than June 22.

**Section 11.2 Extra Assignment Checks**

Extra assignment checks will be issued as follows:

- 1. Work on an annual recurring basis will be paid with the regular salary throughout the school year or in a single sum. It will, however, be defined in a separate contract.

2. Nonrecurring extra assignment work will be paid on the regular salary date, provided that an order for payment from the administrator in charge of the assignment has been received 10 days prior to such pay date.

## **Article XII**

### **Grievances and Arbitration**

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#### **Section 12.1 Purpose**

The purpose of this Article is to secure, at the lowest possible administrative level, an equitable resolution of any grievance which may arise during the term of this Contract. Whenever used in this Contract, the term “grievance” shall mean any dispute or disagreement as to the interpretation or application of any term or terms of this contract.

#### **Section 12.2 Discipline**

The Employer shall not discipline teachers except for just cause. Any such disciplinary action shall be subject to review through the grievance procedure, commencing directly with the filing of a written statement of the grievance with the designated central office administrator at the Second Stage of the grievance procedure within ten (10) calendar days after the disciplinary action.

#### **Section 12.3 First Stage**

The Association or any teacher with a grievance shall first attempt to resolve such grievance through an informal conference with the Principal or other immediate administrative supervisor. Any teacher who is not satisfied with the informal adjustment of the grievance must, within fifteen (15) calendar days of the event giving rise to the grievance, file with the Principal or other immediate supervisor a written statement of the grievance on the form set forth in Appendix E signed by the teacher and set forth the facts and state the provisions of this contract alleged to have been violated. A “class grievance” affecting a group of teachers shall be signed by at least one of such teachers and a representative of the Association, and may be appealed from one stage to the next by the Association. The Principal or other administrative supervisor may meet with the teacher to discuss the grievance, and shall indicate the disposition of the grievance, in writing, with a copy to the teacher and to the Association. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) calendar days after the written statement has been filed, the teacher may appeal the grievance to the Second Stage.

#### **Section 12.4 Representation**

Any teacher, administrator, the Association, or the Board of Education may be represented at any stage of the grievance procedure by any properly designated person or agent.

#### **Section 12.5 Second Stage**

The Association or a teacher who is not satisfied with the disposition of the grievance at the First Stage shall file a copy of the written statement of the grievance with the designated central office administrator within ten (10) calendar days after the grievance has reached the First Stage. The Director of Human Resources may meet with the teacher to discuss the grievance, and shall indicate the disposition of the grievance, in writing, with a copy to the teacher and to the Association. If the parties fail to agree or the matter has not been satisfactorily adjusted within ten (10) calendar days after the grievance has reached the Second Stage, the teacher may appeal the grievance to the Third Stage.

### **Section 12.6 Third Stage**

Within fifteen (15) calendar days after the grievance has reached the Second Stage, the Association or a teacher who is not satisfied with the disposition of the grievance at the Second Stage shall file with the Superintendent a written request for a conference with the Board of Education regarding the grievance. At its next meeting, the Board of Education shall set a time for a conference of the teacher with the Board, or with a committee or representative of the Board and the Superintendent, which conference shall take place within fifteen (15) calendar days of such meeting. If the grievance is not satisfactorily resolved as a result of such conference, it shall be referred to arbitration within fifteen (15) days of such conference.

### **Section 12.7 Grievance Mediation**

The Association or an employee and the school district may, if mutually agreed, have the option of requesting Grievance Mediation by the Bureau of Mediation Services prior to section 13.8, Submission to Arbitration. Timelines shall automatically be waived upon request by either party. If agreement or resolution is not reached in Grievance Mediation, the grievance process shall be automatically resumed by requesting arbitration within ten (10) days of impasse. No offers, counter offers, or any documentation relating to Grievance Mediation shall be used by either party to the dispute at arbitration. If resolution is reached, the agreement shall be put in writing and the grievance withdrawn by the moving party.

### **Section 12.8 Submission to Arbitration**

The Association may submit to arbitration any grievance which has been properly processed through the Third Stage of the grievance procedure. The Association must file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) calendar days after the Third Stage conference with the Board of Education. Arbitration proceedings shall be conducted according to the rules of the Bureau of Mediation Services.

### **Section 12.9 Jurisdiction and Authority of Arbitrator**

The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Contract. The arbitrator shall have no power to add or subtract from, or change, modify or amend in any way the terms and conditions of employment set forth in this Contract. The decision of the arbitrator shall be binding on both parties, subject to all the limitations of arbitration decisions set forth in the PELRA.

### **Section 12.10 Time Limitations**

Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered a maximum and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent. Failure of a teacher or the Association to comply with the limitations specified shall constitute a waiver of the grievance. Failure of an administrator or the Board of Education to act within the time limitations specified shall constitute a denial of the grievance and shall permit the teacher or the Association to proceed to the next stage.

## **Article XIII**

### **Management Rights**

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### **Section 13.1 Authority and Power of the Employer**

The laws of the State of Minnesota have vested in the Employer the full authority and power to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules and regulations for the district. All such authority and power of the Employer shall continue unimpaired, except as limited by a specific provision of this Contract.

### **Section 13.2 Provisions Contrary to Law**

Any portion of this Contract which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect. The provisions of this Contract shall be severable, and if any provision hereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of such provisions under other circumstances. The Employer and the Association shall meet to attempt to negotiate an amended clause to replace any invalid provision. However, the Employer reserves the final right to amend any provision of this Contract as necessary to comply with federal or state laws or rules and regulations promulgated thereunder.

## **Article XIV**

### **Progressive Discipline**

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The Wayzata Education Association and the Wayzata Public Schools, District 284, have agreed to implement the tenets of Progressive Discipline to ensure the highest quality of professionalism and instruction for our students. Under normal conditions, teachers being disciplined will be provided progressive discipline as follows:

1. an oral warning (during which the administrator will advise the teacher an oral warning is being issued)
2. a written warning
3. suspension with pay
4. suspension without pay
5. termination for just cause.

Suspension without pay shall take effect upon the teacher's receipt of written notification from the teacher's immediate supervisor and the Director of Human Resources. The written notification will state the grounds for suspension. The decision to suspend a teacher without pay shall be subject to the Grievance Procedure as provided in this Agreement commencing at the Arbitration level, provided written notification requesting arbitration is received by the Director of Human Resources within 10 working days after receipt of the notice of suspension.

A teacher has the right to representation at all steps of the above progressive discipline procedure.

## **Article XV**

### **Duration and Renegotiation of Contract**

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#### **Section 15.1 Term of Contract**

This Agreement shall remain in full force and effect for a period commencing July 1, 2019 through June 30, 2021, and thereafter as provided by PELRA.

**Section 15.2 Effect of Contract**

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Contract, are hereby superseded.

**Section 15.3 Termination or Modification**

Either party desiring to terminate or modify this Contract must notify the other party in writing at least thirty (30) days but not more than one hundred fifty (150) days prior to June 30, 2020, or at least thirty (30) days but not more than one hundred fifty (150) days prior to June 30 of any odd-numbered years thereafter. A notice of desire to modify this Contract shall set forth specifically all proposed modifications sought by the party, and all clauses of this Contract for which no modification is sought shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications have been given.

After the expiration of the term of this Contract, if either party has given timely notice of intent to terminate or modify this Contract, no step increases, lane changes or career increments shall be granted prior to the negotiation and execution of a new Agreement.

**Section 15.4 Negotiations During Term**

The parties mutually acknowledge that during the negotiations which resulted in this Contract, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for teachers. All understandings and agreements arrived at by the parties are set forth in this Contract. For the duration of this Contract, the Employer and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Contract, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Contract was negotiated or executed; provided, however, that any provision of this Contract may be amended in writing at any time by mutual consent of the parties.

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

Bonita Lucky, Clerk

Clarice Jorenby, Negotiator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT 284

WAYZATA EDUCATION ASSOCIATION

\_\_\_\_\_  
Andrea Cuene , Chairperson

\_\_\_\_\_  
Cory Knudson , WEA President

**Appendix A - Salary Schedule / July 1, 2019 2021 to June 30, 2020 2022**

PI	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	\$45,585	\$46,450	\$47,765	\$49,300	\$51,270	\$53,235	\$54,990	\$56,960	\$58,930	\$60,900	\$63,745
2	\$46,455	\$47,330	\$48,650	\$50,395	\$52,470	\$54,550	\$56,300	\$58,280	\$60,245	\$62,215	\$65,055
3	\$47,330	\$48,200	\$49,520	\$51,490	\$53,680	\$55,865	\$57,615	\$59,585	\$61,560	\$63,530	\$66,370
4	\$49,300	\$50,175	\$51,490	\$54,115	\$56,295	\$58,495	\$60,245	\$62,210	\$64,185	\$66,145	\$68,995
5	\$51,490	\$52,365	\$53,680	\$56,295	\$58,930	\$61,335	\$63,090	\$65,060	\$67,020	\$68,995	\$71,845
6	\$53,225	\$54,550	\$55,865	\$58,495	\$61,780	\$64,185	\$65,930	\$67,900	\$69,875	\$71,845	\$74,690
7	\$54,730	\$58,055	\$59,365	\$62,000	\$64,620	\$67,255	\$68,995	\$70,965	\$72,940	\$74,910	\$77,745
8	\$54,730	\$60,025	\$62,000	\$64,620	\$67,465	\$70,305	\$72,060	\$74,030	\$75,995	\$77,975	\$81,960
9	\$54,730	\$61,715	\$65,060	\$68,125	\$71,180	\$74,245	\$75,995	\$77,975	\$79,940	\$81,905	\$84,750
10	\$55,540	\$62,630	\$68,255	\$71,475	\$76,015	\$79,580	\$81,345	\$83,345	\$85,350	\$87,350	\$90,235
11	\$55,540	\$62,630	\$70,190	\$73,495	\$78,600	\$82,270	\$84,105	\$86,175	\$88,240	\$90,315	\$93,295
12	\$55,540	\$62,630	\$70,190	\$73,495	\$80,815	\$84,595	\$86,485	\$88,610	\$90,740	\$92,865	\$95,935
13	\$55,540	\$62,630	\$70,190	\$73,495	\$80,815	\$84,595	\$86,485	\$88,610	\$90,740	\$92,865	\$95,935
14	\$55,540	\$62,630	\$70,190	\$73,495	\$80,815	\$84,595	\$86,485	\$88,610	\$90,740	\$92,865	\$95,935
15-19	\$57,710	\$64,985	\$72,735	\$76,240	\$83,755	\$87,720	\$89,810	\$92,125	\$94,115	\$96,760	\$100,025
20-24	\$61,495	\$68,800	\$76,575	\$79,770	\$87,530	\$91,190	\$93,470	\$95,765	\$97,590	\$100,325	\$103,525
25-29	\$64,690	\$72,010	\$79,770	\$82,970	\$90,735	\$94,390	\$96,675	\$98,950	\$101,240	\$103,525	\$106,720
<b>30</b> <b>*PI29 +</b> <b>\$1,000</b>	\$65,690	\$73,010	\$80,770	\$83,970	\$91,735	\$95,390	\$97,675	\$99,950	\$102,240	\$104,525	\$107,720

## Appendix B - Salary Schedule / July 1, 2022 to June 30, 2023

PI	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	\$46,910	\$47,800	\$49,155	\$50,730	\$52,760	\$54,780	\$56,585	\$58,615	\$60,640	\$62,670	\$65,595
2	\$47,805	\$48,705	\$50,065	\$51,860	\$53,995	\$56,135	\$57,935	\$59,975	\$61,995	\$64,020	\$66,945
3	\$48,705	\$49,600	\$50,960	\$52,985	\$55,240	\$57,490	\$59,290	\$61,315	\$63,350	\$65,375	\$68,295
4	\$50,730	\$51,635	\$52,985	\$55,685	\$57,930	\$60,195	\$61,995	\$64,015	\$66,050	\$68,065	\$71,000
5	\$52,985	\$53,885	\$55,240	\$57,930	\$60,640	\$63,115	\$64,920	\$66,950	\$68,965	\$71,000	\$73,930
6	\$54,770	\$56,135	\$57,490	\$60,195	\$63,575	\$66,050	\$67,845	\$69,870	\$71,905	\$73,930	\$76,860
7	\$56,320	\$59,740	\$61,090	\$63,800	\$66,495	\$69,210	\$71,000	\$73,025	\$75,060	\$77,085	\$80,000
8	\$56,320	\$61,770	\$63,800	\$66,495	\$69,425	\$72,345	\$74,150	\$76,180	\$78,200	\$80,240	\$84,340
9	\$56,320	\$63,505	\$66,950	\$70,105	\$73,245	\$76,400	\$78,200	\$80,240	\$82,260	\$84,285	\$87,210
10	\$57,155	\$64,450	\$70,235	\$73,550	\$78,220	\$81,890	\$83,705	\$85,765	\$87,830	\$89,885	\$92,855
11	\$57,155	\$64,450	\$72,230	\$75,630	\$80,880	\$84,660	\$86,545	\$88,675	\$90,800	\$92,935	\$96,005
12	\$57,155	\$64,450	\$72,230	\$75,630	\$83,160	\$87,050	\$88,995	\$91,180	\$93,375	\$95,560	\$98,720
13	\$57,155	\$64,450	\$72,230	\$75,630	\$83,160	\$87,050	\$88,995	\$91,180	\$93,375	\$95,560	\$98,720
14	\$57,155	\$64,450	\$72,230	\$75,630	\$83,160	\$87,050	\$88,995	\$91,180	\$93,375	\$95,560	\$98,720
15-19	\$59,385	\$66,870	\$74,845	\$78,455	\$86,185	\$90,265	\$92,415	\$94,800	\$96,845	\$99,570	\$102,930
20-24	\$63,280	\$70,800	\$78,800	\$82,085	\$90,070	\$93,835	\$96,185	\$98,545	\$100,425	\$103,235	\$106,530
25-29	\$66,570	\$74,100	\$82,085	\$85,380	\$93,370	\$97,130	\$99,480	\$101,820	\$104,180	\$106,530	\$109,815
<b>30</b> <b>*PI29 +</b> <b>\$1,000</b>	\$67,570	\$75,100	\$83,085	\$86,380	\$94,370	\$98,130	\$100,480	\$102,820	\$105,180	\$107,530	\$110,815

## Appendix C - ECFE Wage Schedule

2021-22			
<u>Step</u>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>
A	\$31.07	\$32.61	\$34.18
B	\$31.72	\$33.29	\$34.91
C	\$32.35	\$33.95	\$35.57
D	\$32.94	\$34.58	\$36.24
E	\$33.65	\$35.33	\$37.01
F	\$34.29	\$36.02	\$37.72
G	\$34.90	\$36.61	\$38.38
H	\$35.56	\$37.33	\$39.10
*	\$38.40	\$40.32	\$42.25
**	\$40.31	\$42.32	\$44.31
***	\$42.32	\$44.42	\$46.55

2022-23			
<u>Step</u>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>
A	\$31.97	\$33.55	\$35.18
B	\$32.64	\$34.26	\$35.92
C	\$33.29	\$34.93	\$36.60
D	\$33.90	\$35.59	\$37.30
E	\$34.63	\$36.36	\$38.09
F	\$35.28	\$37.06	\$38.81
G	\$35.91	\$37.67	\$39.49
H	\$36.59	\$38.41	\$40.24
*	\$39.51	\$41.49	\$43.48
**	\$41.48	\$43.55	\$45.60
***	\$43.55	\$45.71	\$47.90

\* Eligible for this rate on the first July 1 following completion of 400 hours at Step H.

\*\* Eligible for this rate after five years at level \*.

\*\*\* Eligible for this rate after five years at level \*\*.

## Appendix D - Extra Assignment Schedule

A standing Extracurricular Committee will be co-chaired by the Activities Director and the WEA President or designee and will include at least one elementary school, at least one middle school, and at least one high school teacher (at least one (1) of these teachers should be a WEA negotiator) selected by the WEA. The committee should also include an elementary principal, a middle school principal, and a Human Resources designee. Committee selection should take into account the diversity of the activities Wayzata supports. All recommendations made in regards to the contract will be reviewed during negotiations. The focus on the committee will be to:

- Create and review a system for eliciting and processing feedback from members about the extracurricular section of the contract,
- Recommend placement on the pay scale for new advisor or coach positions,
- Review and possibly recommend changes in placement based on the changed expectations for a job, and
- Review other processes and procedures as necessary to facilitate improvements in the extracurriculars.

### I. Extra-Curricular Assignments

#### A. High School

- All Extra Curricular Assignments shall be calculated from a 1.000 factor of **\$8,371 in 2021-22 and \$8,614 in 2022-23** of ~~\$7,929 in 2017-2020 and \$8,167 in 2020-2021~~. Positions included in Section I and identified with ❖ are not eligible for the Extra Curricular Career Increments

#### MSHSL Activities: Interscholastic

<u>Assignment</u>	<u>Factor</u>	<u>2021-22</u>	<u>2022-23</u>
Baseball Coach	0.850	\$7,115	\$7,322
Basketball Coach	1.000	\$8,371	\$8,614
Cross Country Coach	0.715	\$5,985	\$6,159
Dance Team Coach (Winter)	0.870	\$7,283	\$7,494
Football Coach	1.000	\$8,371	\$8,614
Golf Coach	0.660	\$5,525	\$5,685
Gymnastics Coach	0.870	\$7,283	\$7,494
Hockey Coach	1.000	\$8,371	\$8,614
Lacrosse Coach	0.700	\$5,860	\$6,030
Soccer Coach	0.850	\$7,115	\$7,322
Softball Coach	0.850	\$7,115	\$7,322
Swimming Coach	0.850	\$7,115	\$7,322
Tennis Coach	0.640	\$5,357	\$5,513
Track Coach	0.850	\$7,115	\$7,322
Volleyball Coach	0.870	\$7,283	\$7,494
Wrestling Coach	0.920	\$7,701	\$7,925
Debate Coach	1.000	\$8,371	\$8,614
Assistant Debate Coach	0.750	\$6,278	\$6,461
Speech	0.638	\$5,341	\$5,496
Assistant Speech Coach	0.478	\$4,001	\$4,117

#### MSHSL Activities: Coed Interscholastic

<u>Assignment</u>	<u>Factor</u>	<u>2021-22</u>	<u>2022-23</u>
Adapted Soccer	0.390	\$3,265	\$3,359
Adapted Floor Hockey	0.495	\$4,144	\$4,264
Adapted Softball	0.410	\$3,432	\$3,532
Adapted Bowling	0.266	\$2,227	\$2,291
Nordic Skiing Coach*	0.715	\$5,985	\$6,159
Alpine Skiing Coach*	0.715	\$5,985	\$6,159

\*These factors are for assignments as head coach of both boys' and girls' teams. If separate coaches are assigned for these activities, the factor shall be .646.

### Other Related Activities

<u>Assignment</u>	<u>Factor</u>	<u>2021-22</u>	<u>2022-23</u>
Adapted Athletic Coordinator (per season)	0.210	\$1,758	\$1,809
Athletic Equipment Supervisor	1.750	\$14,649	\$15,075
Weight Room Trainer (per semester)	0.750	\$6,278	\$6,461
Assistant Weight Room Trainer (per semester)	0.500	\$4,186	\$4,307
Dance Team Coach (Fall)	0.300	\$2,511	\$2,584
Cheerleading Advisor (Fall)	0.375	\$3,139	\$3,230
Cheerleading Advisor (Winter)	0.375	\$3,139	\$3,230
Intramural Staff	per hour	\$30.17	\$31.04

- Grade 10-12 assistant coaches at the varsity level shall be paid .750 times the head coach's salary.
- Grade 9 assistant coaches at the varsity level shall be paid .680 times the head coaches salary. If a Grade 9 assistant coach was hired before 7/1/03, their salary shall be .75 times the head coach's salary.

### Postseason Athletics

- Postseason is defined as the first day following the first section competition.
- Varsity and assistant coaches will be paid 80% of their pro-rata salary for post-season competition (based on a 6-day work week).
- When individual student(s) competes beyond the regular season, coaches are paid as follows:
  - Head Coach - \$200; Assistant Coach - \$150.
- The Activities Director will determine the number of coaches necessary for each post-season competition.

### Postseason Activities (Effective September 1, 2011)

- Eligibility for postseason compensation will be determined by the advisor's job description.
- Advisors will receive 50% ~~pro-rata~~ **prorated** salary for post-season competition (based on the work-week as indicated in their job description).
- The Activities Director will determine the advisors' job descriptions. The Activities Director will determine the number of coaches necessary for each post-season competition.

### Theatre Arts

<b>Assignment</b>	<b>Factor</b>	<b>2021-22</b>	<b>2022-23</b>
Theatre Arts (not drama) Coordinator	0.200	\$1,674	\$1,723
Fall Musical Artistic Director	0.850	\$7,115	\$7,322
Fall Musical Vocal Director	0.550	\$4,604	\$4,738
Fall Musical Choreographer	0.425	\$3,558	\$3,661
Fall Musical Technical Director	0.425	\$3,558	\$3,661
Fall Musical Orchestra Director	0.425	\$3,558	\$3,661
Fall Musical Pianist	0.255	\$2,135	\$2,197
<del>Fall Musical Publicity</del>	<del>0.200</del>	<del>\$1,674</del>	<del>\$1,723</del>
Fall Musical Lighting/Sound	0.425	\$3,558	\$3,661
Fall Musical Costumes	0.425	\$3,558	\$3,661
Winter Musical Artistic Director	0.630	\$5,274	\$5,427
Winter Musical Choreographer	0.255	\$2,135	\$2,197
Winter Musical Lighting/Sound	0.340	\$2,846	\$2,929
Winter Musical Costumes	0.255	\$2,135	\$2,197
Winter Musical Pianist	0.255	\$2,135	\$2,197
Winter Musical Technical Director	0.400	\$3,348	\$3,446
Winter Musical Vocal Director	0.425	\$3,558	\$3,661
Winter Musical Orchestra Director	0.425	\$3,558	\$3,661
Winter Play Artistic Director	0.400	\$3,348	\$3,446
Winter Play Technical Director	0.340	\$2,846	\$2,929
Winter Play Lighting/Sound	0.255	\$2,135	\$2,197
Winter Play Costumes	0.200	\$1,674	\$1,723
Fall Play Artistic Director	0.400	\$3,348	\$3,446
Fall Play Costumes	0.200	\$1,674	\$1,723
<del>Fall Play Publicity</del>	<del>0.125</del>	<del>\$1,046</del>	<del>\$1,077</del>
Fall Play Technical Director	0.340	\$2,846	\$2,929
Fall Play Lighting/Sound	0.255	\$2,135	\$2,197
Spring Mainstage Play Artistic Director	0.850	\$7,115	\$7,322
Spring Mainstage Play Technical Director	0.400	\$3,348	\$3,446
Spring Mainstage Play Lighting/Sound	0.400	\$3,348	\$3,446
Spring Mainstage Play Costumes	0.200	\$1,674	\$1,723
Spring Mainstage Play Choreographer	0.255	\$2,135	\$2,197
One Act Play Student Directed Advisor	0.200	\$1,674	\$1,723
Theatre Publicity	0.325	\$2,721	\$2,800

## Publications

<b>Assignment</b>	<b>Factor</b>	<b>2021-22</b>	<b>2022-23</b>
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Wayako Advisor	0.650	\$5,441	\$5,599
Assistant Wayako Advisor	0.200	\$1,674	\$1,723
School Newspaper Advisor (10 issues min.)	0.600	\$5,023	\$5,168

### Music Direction

Assignment	Factor	2021-22	2022-23
Instrumental/Vocal/ Music Director	1.000	\$8,371	\$8,614
<del>Vocal Music Director</del>	<del>1.000</del>	<del>\$8,371</del>	<del>\$8,614</del>
<del>Orchestra Director</del>	<del>0.850</del>	<del>\$7,115</del>	<del>\$7,322</del>
Summer Drum Line	0.500	\$4,186	\$4,307
Percussion Ensemble Director	0.350	\$2,930	\$3,015
Spirit Band	0.375	\$3,139	\$3,230

### Miscellaneous Activities

Assignment	Factor	2021-22	2022-23
AFS Supervisor - International Club	0.190	\$1,590	\$1,637
Amnesty International	0.135	\$1,130	\$1,163
Art Club	0.135	\$1,130	\$1,163
Auditorium Coordinator	1.000	\$8,371	\$8,614
Business Professionals of America	0.500	\$4,186	\$4,307
Chess Club	0.135	\$1,130	\$1,163
Creative Writing Club	0.135	\$1,130	\$1,163
Dance Club Head Coach, Fall	0.300	\$2,511	\$2,584
Dance Club Asst. Coach, Fall	0.225	\$1,883	\$1,938
DECA Advisor	0.750	\$6,278	\$6,461
DECA Assistant	0.500	\$4,186	\$4,307
Drama Club	0.135	\$1,130	\$1,163
First Robotics	0.475	\$3,976	\$4,092
Future Problem Solving	0.135	\$1,130	\$1,163
<del>HOSA</del>	<del>0.750</del>	<del>\$6,278</del>	<del>\$6,461</del>
Model UN	0.210	\$1,758	\$1,809
Link Advisor	0.500	\$4,186	\$4,307
Literary Magazine Advisor	0.250	\$2,093	\$2,154
Math Team Coach	0.250	\$2,093	\$2,154
Math Team Asst. Coach	0.188	\$1,570	\$1,615
Mock Trial Coach	0.375	\$3,139	\$3,230
❖ Music Accompanist	per hour	\$30.00	\$30.87
National Honor Society	0.650	\$5,441	\$5,599
<del>Newsbreak Director</del>	<del>0.200</del>	<del>\$1,674</del>	<del>\$1,723</del>
<del>Newsbreak Coordinator</del>	<del>0.200</del>	<del>\$1,674</del>	<del>\$1,723</del>
G.S.A	0.135	\$1,130	\$1,163
H.E.A.R.T	0.135	\$1,130	\$1,163
❖ Pottery Materials Prep	0.370	\$3,097	\$3,187

Project SCORE Coordinator	0.500	\$4,186	\$4,307
Quiz Bowl Coach	0.250	\$2,093	\$2,154
Quiz Bowl Asst. Coach	0.188	\$1,570	\$1,615
Dare To Be Real	0.135	\$1,130	\$1,163
School Store - DECA	0.155	\$1,298	\$1,335
Science Bowl	0.140	\$1,172	\$1,206
Science Olympiad	0.250	\$2,093	\$2,154
Skills USA - VICA	0.500	\$4,186	\$4,307
Student Council Advisor	0.650	\$5,441	\$5,599
Supermileage	0.250	\$2,093	\$2,154
Trap Club	0.300	\$2,511	\$2,584
World Language Club	0.135	\$1,130	\$1,163
World Language Exchange Coordinator	0.180	\$1,507	\$1,551

## B. Middle Schools

### Athletics

<b>Assignment</b>	<b>Factor</b>	<b>2021-22</b>	<b>2022-23</b>
Basketball Coach 7th or 8th Grade	0.445	\$3,725	\$3,833
Tennis Coach	0.445	\$3,725	\$3,833
Track Coach	0.445	\$3,725	\$3,833
Volleyball Coach 7th or 8th Grade	0.445	\$3,725	\$3,833
Wrestling Coach	0.445	\$3,725	\$3,833
Athletics Coordinator	0.734	\$6,144	\$6,323

### Theatre Arts

<b>Assignment</b>	<b>Factor</b>	<b>2021-22</b>	<b>2022-23</b>
Assistant Play Director	0.115	\$963	\$991
Play Director	0.300	\$2,511	\$2,584
Assistant Artistic Director	0.413	\$3,457	\$3,558
Play Technical Director	0.225	\$1,883	\$1,938
Musical Artistic Director	0.550	\$4,604	\$4,738
Musical Vocal Director	0.225	\$1,883	\$1,938
Musical Choreographer	0.225	\$1,883	\$1,938
Musical Technical Director	0.225	\$1,883	\$1,938
Musical Orchestra Director	0.225	\$1,883	\$1,938

### Publications

<b>Assignment</b>	<b>Factor</b>	<b>2021-22</b>	<b>2022-23</b>
Yearbook	0.365	\$3,055	\$3,144

### Music Activities

<b>Assignment</b>	<b>Factor</b>	<b>2021-22</b>	<b>2022-23</b>
Band, Orchestra and Vocal	per concert	\$327	\$336

Approved Out of School Music	per hour	\$36.59	\$37.65
❖ Accompanist	per concert	\$301	\$309

### Miscellaneous

<u>Assignment</u>	<u>Factor</u>	<u>2021-22</u>	<u>2022-23</u>
Art Club	0.070	\$586	\$603
Audiovisual	0.258	\$2,160	\$2,222
Bus Supervision	0.208	\$1,741	\$1,792
Computer Club	0.140	\$1,172	\$1,206
Continental Math League	0.045	\$377	\$388
Environmental Trip Coordinator	0.258	\$2,160	\$2,222
Future Problem Solving	0.197	\$1,649	\$1,697
Geography Bee	0.030	\$251	\$258
History Day Coordinator	0.045	\$377	\$388
History Day Coach	0.030	\$251	\$258
Lego League	0.258	\$2,160	\$2,222
Math Counts	0.140	\$1,172	\$1,206
Math League	0.197	\$1,649	\$1,697
Math Masters	0.140	\$1,172	\$1,206
Production Club	0.258	\$2,160	\$2,222
Quiz Bowl	0.140	\$1,172	\$1,206
Science Club	0.140	\$1,172	\$1,206
Spelling Bee	0.030	\$251	\$258
Student Council Advisor	0.492	\$4,119	\$4,238
Student Club Instructor/Coach	per hour	\$30.17	\$31.04
❖ Environmental Learning Center Overnights	5-day experience	\$532	\$547
❖ Environmental Learning Center Overnights	4-day experience	\$461	\$475

### Post-Season Activities (effective September 1, 2011)

- Eligibility for postseason compensation will be determined by the advisor's job description.
- Advisors will receive 50% ~~pro-rata~~ prorated salary for post-season competition (based on the work-week as indicated in their job description).
- The Building Principal will determine the advisors' job descriptions. The Building Principal will determine the number of coaches necessary for each post-season competition.

### C. Elementary Schools

<u>Assignment</u>	<u>Factor</u>	<u>2021-22</u>	<u>2022-23</u>
❖ Accompanist	per concert	\$301	\$310
Vocal Music Conductors	per hour	\$36.61	\$37.67

Assessment Coordinator	stipend	\$750	\$750
Continental Math League	0.045	\$377	\$388
❖ Destination Imagination	0.14	\$1,172	\$1,206
Geography Bee	0.03	\$251	\$258
Elementary School Patrol	0.086	\$720	\$741
Bus Supervision	0.208	\$1,741	\$1,792
LEGO League	0.258	\$2,160	\$2,222
Video Events	per event	\$132	\$136
Video News	0.159	\$1,331	\$1,370
❖ IEP Specialist	0.404	\$3,382	\$3,480
Clubs	.0053 per hour	\$44.37	\$45.65

### DE. Extra-Curricular Career Increments

Positions included in Section I and identified with ❖ are not eligible for the Extra Curricular Career Increments. A teacher who has supervised (coached or directed) the same activity in the Wayzata School District as a member of the bargaining unit covered by this Master Contract for a minimum of three (3) school years will be eligible for an extra-curricular career increment as follows:

After 3 years of supervising the activity	After 7 years of supervising the activity	After 14 years of supervising the activity
10% of the base rate of the activity	15% of the base rate of the activity	20% of the base rate of the activity

For purposes of this section, coaching the same sport for boys or girls or both will be treated as a single activity. Example: A senior high girls' soccer coach with 5 years' experience coaching only boys' soccer, 3 years coaching both boys' and girls' soccer, and 5 years coaching only girls' soccer will be credited with 13 years of supervising the same activity. The teacher would be eligible for an extra-curricular career increment of 15% of the 2019-20 soccer rate of pay:  $.15 \times \$ 6,740 = \$1,011$  career increment.

## II. Extended Professional Assignments

### A. Summer School and Targeted Services Assignments

The Employer will pay teachers under summer school and targeted services contracts at the following rates per class hour taught:

Lane	Beginning 9/1/21	Beginning 9/1/22
All BA Lanes	\$37.21	\$38.29
All MA Lanes	\$41.04	\$42.23

### B. Driver Education Assignments

Assignment	Factor	2021-22	2022-23
Classroom Instruction	per hour	\$40.27	\$41.44
Behind the Wheel Instruction	per hour	\$40.27	\$41.44

### C. Curriculum Writing

Curriculum writing on an hourly basis will be paid at the rate of **\$34.29 per hour for 2021-22 and \$35.28 per hour for 2022-23**. ~~\$32.47 per hour for 2019-2020 and \$33.45 per hour for 2020-2021~~.

### D. Department and Grade Level Chairpersons

Department and grade level chairpersons will be compensated as follows:

<b>Assignment</b>	<b>Factor</b>	<b>2021-22</b>	<b>2022-23</b>
Elementary and Grade Level Chairpersons	stipend	\$425	438

Elementary grade level chairpersons may take one (1) day of professional leave, with advance administrative approval, for the purpose of discharging their duties.

<b>Assignment</b>	<b>Factor</b>	<b>2021-22</b>	<b>2022-23</b>
High School/Middle School Department Chairpersons	stipend	\$565	\$581
Increase per teacher (FTE) in department	stipend	+ 108.42 /teacher	+ \$111.57 /teacher

District-wide Department Chairpersons may take up to four (4) days professional leave, with advanced administrative approval, for the purpose of discharging their duties.

### E. Miscellaneous Extended Professional Assignments

Other extended professional assignments not covered in this section will be paid at a rate agreed upon by the employer and the teacher(s) involved. The Exclusive Rep will be notified of any new positions added during the contract and these positions will be reviewed at the subsequent negotiations.

### III. Extra Service Assignments

The following assignments when performed by members of the professional staff will be paid at the rates indicated for the ~~2019-2021~~ **2020-22** period of this Agreement. The following assignments are not eligible for the career increments outlined in Section I (F).

<b>Assignment</b>	<b>Factor</b>	<b>2021-22</b>	<b>2022-23</b>
Chaperone (per event)	per event	\$59.96	\$61.70
Middle & Senior High Lunch Room Duty	stipend	\$1,275.10	\$1,312.08

#### **High School Event Workers (an event may include multiple competitions)**

<b>Assignment</b>	<b>Factor</b>	<b>2021-22</b>	<b>2022-23</b>
<b>Ticket Takers/Sellers</b>			
Volleyball, Wrestling, <b>Gymnastics</b>	per event	\$46.39	\$47.74
Hockey, Basketball, Dance	per event	\$56.19	\$57.82
Lacrosse, Soccer Double Headers	per event	\$79.57	\$81.88
Football Ticket Seller	per event	\$79.57	\$81.88

Theater, Football Ticket Taker, Track-True, Team Conference Section	per event	\$92.39	\$95.07
Wrestling Triangular	per event	\$69.59	\$71.61
<b>Timers</b>			
Football	per event	\$56.19	\$57.82
Adapted Athletics (Time/Announcer)	per event	\$56.19	\$57.82
Volleyball, Wrestling, Lacrosse	per event	\$66.00	\$67.91
Hockey, Basketball, Swimming	per event	\$78.82	\$81.11
Lacrosse, Soccer Timer/Announcer/Videoboard Operator Doubleheader	per event	\$92.39	\$95.07
9th Grade/Middle School Basketball, Volleyball, Wrestling and Swimming	per event	\$46.39	\$47.74
<b>Scorers</b>			
Basketball, Swimming	per event	\$79.57	\$81.88
Volleyball, Wrestling, Gymnastics	per event	\$66.00	\$67.91
Soccer Field Scorer	per event	\$79.57	\$81.88
Lacrosse Field Scorer Doubleheader	per event	\$92.39	\$95.07
Volleyball Libero	per event	\$79.57	\$81.88
9th Grade/Middle School Basketball, Volleyball, Wrestling, Swimming	per event	\$46.39	\$47.74
<b>Announcers</b>			
Football, Hockey, Gymnastics, Dance	per event	\$46.39	\$47.74
Lacrosse, Wrestling, Basketball, Swimming	per event	\$66.00	\$67.91
<b>Supervisors</b>			
Fine Arts	per event	\$51.29	\$52.78
Lacrosse	per event	\$92.39	\$95.07
Volleyball, Wrestling, <b>Gymnastics</b>	per event	\$46.39	\$47.74
Soccer, Hockey, Basketball, Dance, Baseball	per event	\$79.57	\$81.88
Football	per event	\$111.73	\$114.97
<b>Chain Crew</b>			
Football	per event	\$53.92	\$55.48
<b>Line Judge</b>			
Volleyball (Junior Varsity & Varsity)	per event	\$66.00	\$67.91
<b>Scorer/Announcer/Event Worker</b>			
Track	per event	\$54.57	\$56.15
Wrestling – Triangular	per event	\$99.24	\$102.12
<b>Starter/Clerk</b>			
Track	per event	\$76.94	\$79.17
<b>Site Manager</b>			
Volleyball, Basketball, Wrestling, Track - MS & HS	per day	\$156.83	\$161.38

Hockey	per day	\$130.18	\$133.96
Lacrosse, Soccer	per day	\$116.85	\$120.24
Football, Wrestling - All Day Tournament	per day	\$310.58	\$319.59

# Appendix E - Contract Grievance Form

Independent School District No. 284

Wayzata, Minnesota

Contract Grievance Form

Grievance Number: \_\_\_\_\_

(Assigned by Employer)

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Teacher Presenting Grievance: Name \_\_\_\_\_

School: \_\_\_\_\_ Date of Incident: \_\_\_\_\_

Description of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Specific Provision(s) of Contract Allegedly Violated: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_ Teacher: \_\_\_\_\_

\_\_\_\_\_  
Association Representative  
(For "class grievances")

---

Disposition of Grievance: \_\_\_\_\_

Dated: \_\_\_\_\_

Principal or Supervisor

Appeal to Second Stage:     Yes    No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Second Stage Disposition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Executive Director of Human Resource Services

Date

\_\_\_\_\_

Appeal to Third Stage:  Yes  No

\_\_\_\_\_

Signature

Date

Third Stage Disposition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Superintendent

Date

# Appendix F - Hiring Retired Teachers

## MEMORANDUM OF UNDERSTANDING

WHEREAS, the Wayzata School District is interested in hiring retired teachers to fill vacant positions; and

WHEREAS, the Association understands that the District would be unwilling to rehire these retirees if all provisions of the contract were to apply; and

WHEREAS, the parties have reached agreement on which terms of the agreement will apply to retirees.

NOW, THEREFORE, BE IT HEREBY AGREED by Independent School District 284, Wayzata, Minnesota and the Wayzata Education Association as follows:

1. Teachers ~~2017-2019~~ 2021-2023 Master Contract. The following provisions of the Master Contract will not apply to returning retirees: Article III, Section ~~9-8~~, Transfer; Article V, Compensation; Article VI, 6.3 Hospitalization and Medical Insurance; Article VII, Sections 6 and 9, Sabbatical Leave and Special Leaves Without Pay; Article VIII, Severance Pay; ~~Article IX, Deferred Compensation~~; and Article ~~IX~~, Unrequested leave of **Absence**.
2. Salary. A retired teacher shall be placed on the salary schedule as agreed upon by the retired teacher and the District.
3. Health Insurance. If the retired teacher was eligible for retiree health benefits under section 8.6 of the Master Contract the retired teacher may elect to continue to receive insurance benefits as a retiree under Section 8.6 or as an active employee under Section 6.3 while actively employed. If the retired teacher was not eligible for retiree health benefits under Section 8.6 of the Master Contract, the retired teacher shall receive insurance benefits as an active employee under Section 6.3 while actively employed. Teachers will not be credited with years of service while employed as a retired teacher to become eligible for retiree insurance benefits under Section 8.6.
4. Severance Pay. The parties acknowledge that returning retirees covered by this Memorandum of Understanding do not waive eligibility for Severance Pay (Article VIII) to which they were entitled at the time of their retirement. However, retired teachers will not accrue additional benefits under Article VIII while actively employed.
5. Tax-Sheltered Program – 403(b) Plan. Section 6.5 shall be available for employee contributions, but employer match provisions do not apply.
6. Individual Retired Teacher Contract. A Retired Teacher Contract will be used for retired teachers hired under this Memorandum of Understanding.

The parties agree to these terms until the end of the ~~2018-2019~~ 2021-2023 school year only. This memorandum may be renewed with the agreement of both parties.

**Memorandum established 2001-2003 contract.**

For School District 284

By: \_\_\_\_\_

Dated: \_\_\_\_\_

For Wayzata Education Association

By: \_\_\_\_\_

Dated: \_\_\_\_\_

# Appendix G- Elementary Team Planning

## MEMORANDUM OF UNDERSTANDING

~~For the 2019-2021 school years, t~~The School Board agrees to provide elementary classroom teachers, grades K-5, team planning time of four (4) days per school year. ~~For the 2019-2021 school years, t~~The School Board Agrees to provide elementary specialists, elementary special education, and non-classroom elementary teacher planning time of four (4) days per school year.

In addition to the four (4) planning days, elementary ~~educators~~ teachers will be eligible for up to six (6) hours per year of flexible planning time to be used outside the contract day (e.g. summer, winter break, etc.). Payment will be based on the curriculum writing rate. At least two (2) team members must be in attendance. Hours must be submitted from July 1 through May 1.

It is understood that the Elementary Team Planning time could be discontinued during this contract, but only if the School Board changes student contact minutes at either the elementary or secondary levels.

This Memorandum of Understanding was developed at the recommendation of the 1999-2001 contract and added as a Memorandum of Understanding in the 2001-2003 contract.

This Memorandum of Understanding will expire on June 30, ~~2021~~ 2023.

For School District 284

For Wayzata Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Appendix H - Donation of Sick Leave

## MEMORANDUM OF UNDERSTANDING

Wayzata Public Schools ISD No. 284 and the Wayzata Education Association agree to establish a donation to the sick leave program. Employees may donate their accrued personal leave days each year to another member of the bargaining unit who is out of accrued paid leave\* and experiencing hardship due to critical illness or injury and covered under Section 7.1. Employees who have accumulated ~~sixty-one (61)~~ **sixty-three (63)** or more sick leave days may donate up to ~~one (1)~~ **two (2)** days/year of sick leave to a member of the bargaining unit who is out of accrued paid leave\* and experiencing hardship due to critical illness or injury and covered under Section 7.1.

The number of days donated to an individual shall not extend the individual's paid status beyond the long-term disability qualification period or the end of the school year, whichever is reached first. Donated days may only be used for regularly scheduled duty days. A request for donated days must be submitted within two (2) weeks of the end of the qualifying illness or injury. Donation forms must be submitted to the Human Resource Services Department within two (2) weeks of the request.

ECFE ~~teachers~~ **employees** may donate to another member of the bargaining unit who is employed in the ECFE program. Employees may donate up to two (2) days (a day is based on the donating staff member's weight of day) of personal leave per year to another member of the bargaining unit who is out of accrued paid leave\* and experiencing hardship due to critical illness or injury and covered under Section 7.1. ECFE ~~teachers~~ **employees** who have accumulated ~~sixty-one (61)~~ **sixty-three (63)** or more sick leave days and who have exhausted their personal leave, may also donate up to ~~one (1)~~ **two (2)** days of sick leave to another member of the bargaining unit who is out of accrued paid leave\* and experiencing hardship due to critical illness or injury and covered under Section 7.1. The number of days donated to an individual shall not extend the individual's paid status beyond the long-term disability qualification period or the end of the school year, whichever is reached first. Donated days may only be used for regularly scheduled duty days. Donation forms must be submitted to the Human Resources Services Department within two (2) weeks of the original date at which sick leave would have been exhausted.

**Donations to sick leave do not impact Appendix I, Sick Leave Accumulation.**

This Memorandum of Understanding will expire on June 30, 20~~19~~**23**, unless both parties agree to an extension.

\*accrued paid leave: sick and personal leave

Memorandum of Understanding established in the 2005-2007 contract.

For School District 284

For Wayzata Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Appendix I - Sick Leave Accumulation

## MEMORANDUM OF UNDERSTANDING

Teachers who use five (5) days or ~~less~~ fewer of sick leave, **not including days donated in Appendix H**, in a school year may elect to convert sick leave days to cash at ~~the current substitute daily pay rate (currently \$125/day)~~ **\$135.00 per day** and the following conditions. The 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 to cash.

**ECFE staff may participate based upon taking the overall accumulated sick leave hours and dividing by 8 hours to determine the number of days.**

This payment will be made to a tax deferred plan within 60 days after the end of the school year on the following basis:

<b>Accumulated Sick Leave</b>	<b>Amount</b>
30-60 days accumulated sick leave	1 day ( <del>\$125</del> <b>\$135</b> )
60+ days accumulated sick leave	2 days ( <del>\$250</del> <b>\$270</b> )
90+ days accumulated sick leave	3 days ( <del>\$375</del> <b>\$405</b> )
<b>120+ days accumulated sick leave</b>	<b>4 days (\$540)</b>
<b>150+ days accumulated sick leave</b>	<b>5 days (\$675)</b>
<b>184+ days accumulated sick leave (\$1,350)</b>	<b>Number the employee would convert to a maximum of 10 days</b>
	<del>184 days or more _____ # of Accrued Sick Leave Days the Employee would lose to a maximum of 40</del>

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

It is agreed that the purpose of this benefit is to encourage WEA members to accumulate sick time and provide continuity in the classroom. Therefore, the WEA and the District will study the cost and effect of this plan for the ~~2017-2019~~ **2021-2023** school years and such information will be used by the parties in the negotiations of the subsequent contract.

This Memorandum of Understanding will be effective July 1, ~~2017~~ **2021** through June 30, ~~2019~~ **2023**.

**This Memorandum of Understanding was established in the 2007- 2009 contract.**

For School District 284

For Wayzata Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Appendix J - Alternative Compensation Program -

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Wayzata Public School 284 (hereinafter referred to as the “District” and the Wayzata Education Association (hereinafter referred to as the “WEA”), together herein referred to as the “Parties” as follows:

1. **Purpose:** Based upon MDE (Minnesota Department of Education) guidance from June 2020, individual district Q-Comp teams, composed of union and district representatives, were allowed to make temporary changes to the Q-Comp plans.

Districts were allowed to modify how observations are conducted, the frequency of observations, the areas of the instructional rubric or frameworks that are prioritized or assessed. The focus is on supporting teachers in a variety of scenarios with an emphasis on racial equity, student groups disproportionately impacted by current educational situations and decisions, and potential unintended consequences.

Due to continued budget repercussions from the pandemic and the over reduction of peer coaches, the parties agree to continue reductions in evaluations for teachers.

2. **Term:** The Q-comp evaluation plan will continue, as defined by this Memorandum of Understanding for the term of this agreement. Parties may agree to work towards revision of Q-comp prior to and outside of negotiations.
3. **Evaluation Expectations:** Teachers will be formally evaluated twice (2) per year. One formative (PC) evaluation; brief pre-conference and post-conference meetings and one summative (EVAL) evaluation; brief pre-conference and post-conference meetings. A SMART goal will be set in the Fall and in the spring a review of the SMART Goal & Domain 4/Professional Responsibilities reflection in one meeting.

<b>Current Year Plan 2021-2023</b>
SMART goal
PC1 brief pre-conference and post-conference
Evaluation 1 brief pre-conference and post-conference
SMART Goal & Domain 4/Professional Responsibilities reflection in one meeting

Nothing in this Agreement may be deemed to establish a precedent or practice or to alter any existing precedent or practice arising out of or relating to any collective bargaining agreement. No party may refer to this Agreement or submit it in any proceeding or case as evidence of precedent or past practice. This Memorandum of Understanding is contingent upon the acceptance of the District's Q-comp plan as submitted to MDE for approval.

This Memorandum of Understanding was established in 2021-2023.

For School District 284

For Wayzata Education Association

# Appendix K - Alternative Compensation Program - ECFE

## MEMORANDUM OF UNDERSTANDING

Wayzata Public Schools ISD No. 284 and the Wayzata Education Association agree that beginning with the 2013-14 school year, the ECFE ~~Teachers~~ **employees** will be eligible to participate in the Alternative Compensation Program - Individual Performance Bonus:

Upon the completion of two (2) satisfactory evaluations; **one (1) formative (PC) evaluation, both pre and post conference meetings and one (1) evaluation (EVAL), both pre and post conference meetings** or completion of the appeal process outlined in Article V Section 5.6 Part 8 with a satisfactory evaluation, a full-time (1.0 FTE) teacher will be granted an Individual Performance Bonus of \$1700 to be paid on the first regular pay period in June. For the purposes of this MOU, a full-time ~~teacher~~ **ECFE employee** must be employed for a minimum of 960 hours (120 days at 8 hours/day) during the school year. A part-time ~~teacher~~ **ECFE employee** will be eligible for an Individual Performance Bonus prorated to equal ~~his/her~~ **their** FTE.

An **ECFE** ~~teacher~~ **employee** retiring at the end of the first semester will be eligible for an Individual Performance Bonus prorated to equal ~~his/her~~ **their** annualized FTE upon the completion of two (2) satisfactory evaluations. To facilitate the scheduling of evaluations, it is the responsibility of the ~~educator~~ **ECFE employee** to notify ~~his/her~~ **their** Peer Coach in writing by September 15 of ~~his/her~~ **their** intent to retire at the semester break..

Memorandum of Understanding established the 2013-2014 contract.

For School District 284

For Wayzata Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Appendix L - Substitution during Prep Time

## MEMORANDUM OF UNDERSTANDING

The District and the Union desire to promote a collaborative work environment that is focused on the individual educational needs of all students and the delivery of quality instruction. The parties recognize the mutual benefits derived from teachers substituting during their preparation hour when regular substitutes can't be scheduled.

Therefore, it is agreed:

1. When a substitute is unavailable, teachers may be asked to substitute during their preparation time.
2. Teachers may select compensation for substituting during their preparation time.
  - a. Teachers substituting during their preparation time may earn a rate of \$40.00 an hour.
  - b. Teachers substituting during their preparation time may choose to earn time off.  
(Frequently referred to as Comp Time.)
3. Teachers may earn up to 360 minutes of time off each year. Time accrued beyond 360 minutes will be paid at the above mentioned hourly rate.
4. Teachers may use earned time off in an hour, half day or full day time increments. All requests for time off must be submitted in the current substitute management system (AESOP).
5. Teachers earning time off must use this time prior to May 1.
6. All time off requests require a three day notice and prior approval of the immediate supervisor. Teachers earning time off should not extend regular vacation periods except in unusual circumstances.
7. Earned time off will not transfer into the next school year. All balances will be paid at the end of the school year at the rate stated in 2 (a).

Memorandum of Understanding established 2019-2021 contract.

For School District 284

For Wayzata Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Appendix M - ECSE Stretch Calendar

## MEMORANDUM OF UNDERSTANDING

Wayzata Public Schools ISD No. 284 and the Wayzata Education Association agree to the ~~implementation~~ **continuation** of an Early Childhood Special Education Stretch Calendar. ~~beginning the 2018-2019 school year.~~

~~Beginning the 2018-2019 school year,~~ **The School-District and the Wayzata Education Association agree to a Stretch Calendar for teachers in the birth to three programs. for the (Early Childhood Special Education Program- (ECSE).** For the purpose of this memorandum, a "stretch calendar" is defined as a school year calendar from July 1 through June 30 of a given year. This includes keeping the total contract days at the number set in the WEA Master Agreement (184 days). Fifteen (15) to forty-five (45) days will be designated for July and August.

~~Beginning July 1, 2018, the stretch calendar system will be fully implemented.~~ The Stretch Calendar will be created annually by the teacher following guidelines established by the ECSE supervisor. The calendar will be approved by the ECSE supervisor and Director of Special Services.

~~The WEA and the District will review this agreement during negotiations of the subsequent contract to determine effectiveness and continuation of the stretch calendar.~~

This Memorandum of Understanding was established in the ~~2017-2019~~ **2021-2023** contract.

For School District 284

For Wayzata Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Appendix N - Special Education Evaluation Team Stretch Calendar

## MEMORANDUM OF UNDERSTANDING

Whereas, Independent School District 284, Wayzata Public Schools (“District”) and Wayzata Education Association (“WEA”) have a common mission to educate all students and to provide best practice delivery models to meet the needs of each and every student.

Whereas, it is the District and WEA’s belief that a stretch calendar for the purpose of continued special education assessments should not delay services for qualifying students at the start of the school year.

Be it THEREFORE resolved that:

For the purpose of this memorandum, a "stretch calendar" is defined as a school year calendar from July 1 through June 30 of a given year. This includes keeping the total contract days at the number set in the WEA Master Agreement (184 days). Fifteen (15) to forty-five (45) days will be designated for July and August.

Effective June of 2022, Special Education Evaluation ~~Teachers~~/Teams will be paid for five (5) additional days to be worked in June of 2022 to transition into the stretch calendar system. Beginning July 1 of 2023, the stretch calendar system will be fully implemented.

The stretch calendar will be created annually by the teacher following guidelines established by the Special Services Supervisor. The calendar will be approved by the Special Services Supervisor and Director of Special Services.

The WEA and the District will review this agreement during negotiations of the subsequent contract to determine effectiveness and continuation of the stretch calendar.

This Memorandum of Understanding was established in the 2021-2023 contract.

For School District 284

For Wayzata Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_

Dated: \_\_\_\_\_

# Appendix 0 - Physical Education and Health License

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Wayzata Public Schools 284, (hereinafter referred to as the "District" and the Wayzata Education Association (hereinafter referred to as the "WEA"), together herein referred to as the "Parties" as follows:

It is agreed between the WEA and the District that there is a mutual interest of the parties to apply an interpretation of the language in Article V, Compensation, Section 5.5, Lane Advancement, and Letter to physical education teachers at the middle school impacted by an overall schedule and license requirement change. (The middle schools will be incorporating a hybrid model incorporating health and physical education into one course.) While the acquisition of a health license is not required, since a change of assignment could be made, the parties are in agreement to the following interpretation.

For the 2019-2020 school year, the following interpretation to the contract will be implemented in an effort to compensate three middle school physical education teachers impacted by the middle school schedule change (from 5-4 core classes in the 8<sup>th</sup> grade). While these teachers could be reassigned, both the District and the WEA feel it is beneficial to apply the following interpretation:

1. Teacher(s) at MA Plus 60 would qualify for district tuition reimbursement and a \$1,000 stipend for health license acquisition.
2. Teacher(s) less than MA Plus 60 would have the choice of:
  - a. Teacher pays for health license coursework at the undergraduate level and said credits would be applied to a graduate level lane advancement.
  - b. District pays for the health license course work (tuition) and pays the curriculum writing hourly rate for the time spent in class. (Each credit = 15 hours) Credits earned cannot be applied towards lane advancement.

Nothing in this Agreement may be deemed to establish a precedent or practice or to alter any existing precedent or practice arising out of or relating to any collective bargaining agreement. No party may refer to this Agreement or submit it in any proceeding or case as evidence of a precedent of practice.

Memorandum established January, 2020.

For School District 284

For Wayzata Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Appendix P - Special Education Due Process Days

## Memorandum of Understanding

Whereas, Independent School District 284, Wayzata Public Schools (“District”) and Wayzata Education Association (“WEA”) have a common mission to educate all students and to provide support to teachers in their efforts to do so:

Whereas, it is the District and WEA’s belief that special education due process paperwork and timelines are an essential function of the teacher’s job description and should be completed as a part of their salaried obligations. It is also recognized that on occasion, these responsibilities may require additional support and time for correct and timely implementation.

Be it THEREFORE resolved that:

1. When necessary the District may recommend a due process paperwork day to complete due process expectations.
2. If this day is at the request of the teacher, the teacher must submit and seek prior approval from the District’s Director of Special Services or their designee.
3. Days taken to complete special education due process will not be deducted from accumulated leave.

The District and WEA will monitor the use of special education due process paperwork days to ensure they stay consistent with data collected since the 2017-2018 school year.

This Memorandum of Understanding was established in the 2021-2023 contract.

For School District 284

For Wayzata Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Appendix Q - Online Learning School

## MEMORANDUM OF UNDERSTANDING

Whereas, Independent School District 284, Wayzata Public Schools (“District”) and Wayzata Education Association (“WEA”) have a common mission to educate all students and to provide best practice instructional models to meet the needs of each and every student.

Whereas, if it is the District and WEA’s belief that an online learning school is an educational offering that aligns with the District’s mission.

Be it THEREFORE resolved that:

1. Representatives from the WEA (including K-12 classroom teachers) and District will study and work collaboratively to develop an Online Learning School.
2. The committee will identify issues related to the contract and may refer said items to the negotiations team.

This Memorandum of Understanding was developed during the 2021-2023 contract.

The District and Wayzata Education Association are in agreement with the above language as evidenced by their representatives’ signatures below.

For School District 284

For Wayzata Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Appendix R - Extra Curricular Committee

## MEMORANDUM OF UNDERSTANDING

Wayzata Public Schools ISD No. 284 and the Wayzata Education Association agree to implement the Extra Curricular Committee as outlined in Appendix D **with the following additions.. of this contract beginning the 2019-2020 school year. Due to the considerable work and review necessary to update the current salary schedule, the extra-curricular committee will meet at least twice each year and will make recommendations to the negotiations team for annual review and update. It is recommended that the team meet prior to February 1 and plan to meet with the negotiations team in March to ensure alignment with the budget.**

**The Extracurricular team will consist of the following members to ensure that all voices are heard and input is relevant to impacted areas. The team will consist of: 1) Activity Director 2) WEA President 3) HR Representative 4) WEA negotiator (up to two representatives 5) Principal(s) at each level (Elementary, Middle and High School) 6) High School teachers (Up to two) 7) Middle School teachers (Up to two) 8) Elementary teachers (Up to two)**

~~Wayzata Public Schools ISD No. 284 and the Wayzata Education Association Negotiations team agree to review proposed activities during the 2019-2020 school year. Due to a break down in the process prior to the 2019-2021 contract, new activities or changes were not reviewed during the negotiation process. An additional MOU may be added at the end of the 2019-2020 school year to reflect the recommendations of the Extra Curricular committee.~~

Memorandum established 2019.

For School District 284

For Wayzata Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Summary

Wayzata School District 284				Assumptions:		21-22	22-23	Tot Pkg		
BASE 21-23				Salary increase		2.50%	2.90%	7.39%		
				Extracurricular Increase		2.50%	2.90%	10.24%		
				Health Premium Increase		2.00%	3.00%			
				Health Contribution Increase		2.00%	3.00%			
FTE = 934.77				Dental Premium Increase		2.00%	2.00%			
				Dental Contribution Increase		2.00%	2.00%			
				Amount	Percent	Amount	Pct.	2 Yr. Amt.	2 Yr. %	
				Change	Change	Change	Chge.	Change	Change	
				2020-21	2021-22	2022-23				
<b>Salaries:</b>										
Base Salaries	\$ 73,351,684	\$ 76,626,827	\$ 3,275,143	4.46%	\$ 80,064,180	\$ 3,437,353	4.49%	\$6,712,496	9.15%	
Extra Curr Contracts	1860919.152	\$1,907,442	\$ 46,523	2.50%	\$1,962,758	\$ 55,316	2.90%	\$101,839	5.47%	
Q-comp	\$ 1,328,686	\$ 1,328,686	\$ -	0.00%	\$ 1,328,686	\$ -	0.00%	\$0	0.00%	
Extra Curr Additions			\$ -			\$ -		\$0		
403(b)	\$ -	\$ 109,000	\$ 109,000		\$ 109,000	\$ -	0.00%	\$109,000		
Q-Modifications	\$ -	\$ (38,451)	\$ (38,451)		\$ (38,451)	\$ -	0.00%	(\$38,451)		
Added Longevity 30	\$ 36,000	\$ 43,000	\$ 7,000	19.44%	\$ 49,000	\$ 6,000	13.95%	\$13,000	36.11%	
Stipends	\$ -	\$ -	\$ -		\$ -	\$ -		\$0		
<b>Total Salaries</b>	<b>\$ 76,577,290</b>	<b>\$ 79,976,505</b>	<b>\$ 3,399,215</b>	<b>4.44%</b>	<b>\$ 83,475,173</b>	<b>\$ 3,498,668</b>	<b>4.37%</b>	<b>\$6,897,883</b>	<b>9.01%</b>	
<b>Average salary</b>										
Per FTE (exclude xcurr)	\$ 78,470	\$ 81,974	\$ 3,504	4.46%	\$ 85,651	\$ 3,677	4.49%	\$ 7,181	9.15%	
<b>Benefits:</b>										
Health Insurance	\$ 11,917,710	\$ 12,129,839	\$ 212,129	1.78%	\$ 13,425,426	\$ 1,295,587	10.68%	\$ 1,507,716	12.65%	
Dental insurance	\$ 550,560	\$ 561,571	\$ 11,011	2.00%	\$ 572,803	\$ 11,231	2.00%	\$ 22,243	4.04%	
Life Insurance	\$ 38,396	\$ 40,104	\$ 1,708	4.45%	\$ 41,911	\$ 1,807	4.51%	\$ 3,515	9.16%	
LTD insurance	\$ 170,259	\$ 177,874	\$ 7,615	4.47%	\$ 185,863	\$ 7,989	4.49%	\$ 15,603	9.16%	
TSA Match	\$ 2,430,196	\$ 2,530,926	\$ 100,730	4.14%	\$ 2,636,842	\$ 105,915	4.18%	\$ 206,645	8.50%	
TRA, FICA	\$ 11,601,459	\$ 12,116,440	\$ 514,981	4.44%	\$ 12,646,489	\$ 530,048	4.37%	\$ 1,045,029	9.01%	
<b>Total Benefits</b>	<b>\$ 26,708,581</b>	<b>\$ 27,556,755</b>	<b>\$ 848,174</b>	<b>3.18%</b>	<b>\$ 29,509,333</b>	<b>\$ 1,952,577</b>	<b>7.09%</b>	<b>\$ 2,800,751</b>	<b>10.49%</b>	
Lanes(Incl TRA,FICA)	\$ -	\$ 440,793	\$ 440,793	-	\$ 881,586	\$ 440,793	100.00%	\$ 881,586	-	
<b>Total Salaries and Benefits</b>	<b>\$ 103,285,871</b>	<b>\$ 107,974,053</b>	<b>\$ 4,688,182</b>	<b>4.539%</b>	<b>\$ 113,866,092</b>	<b>\$ 5,892,039</b>	<b>5.46%</b>	<b>\$10,580,221</b>	<b>10.24%</b>	
Average w/o lanes	\$ 110,494	\$ 115,037	\$ 4,544	4.112%	\$ 120,869	\$ 5,832	5.07%	\$ 10,375	9.39%	
Average with lanes	\$ 110,494	\$ 115,509	\$ 5,015	4.539%	\$ 121,812	\$ 6,303	5.43%	\$ 11,319	10.24%	
<b>Increased Cost of the Contract:</b>										
			2 Yr. Base	2Yr New	Difference	Percent				
Salaries:			\$146,703,368	\$156,691,007	\$9,987,639	6.81%				
Total Salaries/Benefits:			\$206,571,741	\$221,840,145	\$15,268,403	7.39%				



**Board of Education**  
Special Meeting – September 9, 2021

**AGENDA SECTION:** Policy Approval

**ITEM:** Face Coverings

**COMMENTS BY:** Superintendent Chace B. Anderson

Attached are the policies and regulations for your consideration. The policy has no changes; the regulations have been adapted to ensure their alignment with the Health and Safety Measures resolution passed by the School Board on Monday, August 23, 2021.

- Policy 103 – Face Coverings

**Recommended Action:** Approve Policy 103 as presented.

**Motion by:** \_\_\_\_\_ **YES:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **NO:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

## **103-R FACE COVERINGS REGULATIONS**

### **I. DEFINITION OF FACE COVERING**

A. A face covering, when worn properly, must cover the nose and mouth completely, should not be overly tight or restrictive, and should feel comfortable to wear. The following are included in the definition of face covering:

1. Paper or disposable mask;
2. Cloth face mask;
3. Scarf;
4. Neck gaiter;
5. Bandana;
6. Religious face covering; and
7. Medical-grade masks and respirators

B. A face shield is a clear plastic barrier that covers the face and allows visibility of facial expressions and lip movements for speech perception. A face shield should extend below the chin anteriorly, to the ears laterally, and there should be no exposed gap between the forehead and the shield's headpiece.

C. Masks that incorporate a valve designed to facilitate easy exhaling, mesh masks, or masks with openings, holes, visible gaps in the design or material, or vents are not sufficient face coverings because they allow exhaled droplets to be released into the air. The Minnesota Department of Health and the Centers for Disease Control provides guidance regarding acceptable face coverings and the proper way to wear face coverings.

### **II. EXCEPTIONS AND ALTERNATIVES; TEMPORARY REMOVAL OF FACE COVERING**

A. Face coverings should not be placed on anyone under age 2, anyone who has trouble breathing or is unconscious, anyone who is incapacitated or otherwise unable to remove the face covering without assistance, or anyone who cannot tolerate a face covering due to a developmental, medical, or behavioral health condition.

B. A face shield may be used as an alternative to a face covering in the following situations:

1. A student or staff member may wear a face shield in place of a face covering if there is a medical waiver in place.

2. Staff, students, or visitors who cannot tolerate a face covering due to a developmental, medical, or behavioral health condition may wear a face shield instead of a face covering.
3. Staff providing direct support student services; and teachers, where the educational process may be hindered by a face covering; may wear a face shield instead of a face covering when that face covering would impede the service being provided.

C. Masks are not required on weekends or Monday through Friday before 7:00 am and after 6:00 pm at elementary and middle school sites.

3. Masks are not required on weekends or Monday through Friday before 7:30 am and after 3:30 pm at Wayzata High School.

C. Staff, students, and other people present in school buildings, in district Wayzata Kids childcare offices, or on school transportation vehicles may remove their face covering or face shield in the following situations:

1. When engaging in classes or activities conducted outdoors; ~~if six feet of distancing is maintained or when students are in cohorts. Cohorts should not mix with other groups. People participating in these activities should maintain at least six feet of distance to the extent possible and follow current MDH recommendations;~~
2. While receiving a service, including nursing, medical, or personal care services, that cannot be performed or is difficult to perform when the individual receiving the service is wearing a face covering;
3. ~~Pre-kindergarten students age 5 years and younger participating in programming in a school building or district office;~~
- 4.3. When the wearer needs to remove their face covering to eat or drink, though care should be taken to maintain as much space as possible between people while doing so;
- 5.4. During indoor practices or performances involving singing, acting, public speaking, or playing musical instruments where a face covering cannot be used while playing the instrument or participating in the activity, though people participating in these activities should maintain at least six feet of distance to the extent possible and follow current MDH recommendations;
- 6.5. When required by school staff for the purposes of identification;
6. When communicating with a person who is deaf or hard of hearing or has a disability, medical condition, or mental health condition that makes communication with a face covering difficult, provided that social distancing is maintained to the extent possible.

7. Staff working alone in their offices, classrooms, vehicles, or job locations that have no person-to-person interaction.
- ~~7. Staff when alone in their office or classroom, or when in an individual cubical if able to maintain 6 feet of distance from others.~~

### III. IMPLEMENTATION

- A. This policy will be conspicuously posted in each school building and administrative office and communicated to students, staff, families, and potential visitors to the school building.
- B. The school district will provide face coverings and/or face shields to employees and students in Wayzata Kids childcare and for those using school transportation who are in need of one. Employees and students may choose to wear their own face covering as long as it covers the nose and mouth. To the extent practicable, the school district will maintain an extra supply of face coverings for people who forget to bring their face covering.
- C. The school district will teach and reinforce the use of face coverings and/or face shields for students and staff ~~in Wayzata Kids childcare and transportation vehicles.~~
- D. Individuals who cannot tolerate a face covering due to a medical condition or disability related condition may be permitted to utilize alternative options such as a face shield or other reasonable accommodation. The Superintendent or designee, in following recommendations from the Center for Disease Control and Prevention (CDC) and the Minnesota Department of Health (MDH), shall have discretion to determine whether an employee, parent, or community member qualifies for a reasonable accommodation and if the accommodation is to be provided. For a student with a medical condition or disability, the student's education team (i.e. IEP team, Section 504 team, health plan team) will determine whether the student qualifies for a reasonable accommodation and the accommodation to be provided. As a condition to granting a reasonable accommodation, the school district may require an individual to provide a physician's note and/or other relevant information or with respect to the condition or circumstance. Requests for reasonable accommodations from the face covering requirement shall be assessed on a case-by-case basis in accordance with applicable federal and state law.
- E. All face coverings shall meet the requirements of applicable dress code policies and/or codes of conduct.

**IV. ENFORCEMENT; CONSEQUENCES FOR NON-COMPLIANCE**

- A. In order to promote the health and safety of employees, students and members of the community, and make available a safe environment that is conducive to learning, compliance with this policy is necessary.
- B. Employees who fail or refuse to comply with this policy may be subject to discipline, as appropriate, up to and including the termination of employment.
- C. Students who fail or refuse to comply with this policy may be subject to discipline or removal from school property.

**ADOPTED:** August 10, 2020

**AMENDED:** February 22, 2021

**AMENDED:** May 10, 2021

**AMENDED:** June 1, 2021

**AMENDED:** June 14, 2021

**AMENDED:** August 25, 2021

**AMENDED:** September 9, 2021

**LAST REVIEWED:** ~~August 25, 2021~~ September 9, 2021



**Board of Education**  
Special Meeting – September 9, 2021

**AGENDA SECTION:** Board Action

**ITEM:** School Board Vacancy

**COMMENTS BY:** Andrea Cuene, School Board Chair

WHEREAS, school board member Seanne Falconer has provided written notification of her absence from the school board due to moving away from the district, effective on September 9, 2021 and

WHEREAS, pursuant Minnesota Statute 123B.09, subd. 5b, when a member is unable to serve on the school board, the school board must declare such vacancy exists before the office can be filled;

NOW THEREFORE BE IT RESOLVED by the School Board of Independent School District No. 284 State of Minnesota, as follows:

Effective September 10, 2021 the school board declares an indefinite vacancy exists in the office of school board member with a term expiring the first Monday in January 2023. A special election to fill the vacancy will be held no later than the first Tuesday after the first Monday in November 2022, with that elected Board member serving the remainder of the term, effective the first Monday in January 2023 and expiring the first Monday in January 2024.

This Resolution is adopted as of the 9th day of September, 2021.

**Recommended Action:** Approve the Resolution for School Board Vacancy, effective September 10, 2021.

**Motion by:** \_\_\_\_\_

**ROLL CALL**

**Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_

**Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



**Board of Education**  
Special Meeting – September 9, 2021

**AGENDA SECTION:** Adjourn

**ITEM:** Adjourn

**COMMENTS BY:** Andrea Cuene, Board Chair

This agenda item brings closure to the School Board meeting.

**Recommended Action:** Call the meeting to a close.

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Time of Adjournment:** \_\_\_\_\_ 83 \_\_\_\_\_