

Between

VIRGINIA PUBLIC SCHOOLS

AGREEMENT

**INDEPENDENT SCHOOL DISTRICT #706
VIRGINIA, MINNESOTA**

and

THE VIRGINIA EDUCATION ASSOCIATION

JULY 1, 2019 TO JUNE 30, 2021

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NEGOTIATIONS CONTRACT
2019 - 2020 and 2020 - 2021

ARTICLE I
PURPOSE

Section 1. Parties: This Contract is entered into agreement between the School Board of Independent School District No. 706, Virginia, Minnesota, and the Virginia Education Association (V.E.A.) representing all the teachers of the School District, pursuant to and in compliance with the Public Employment Labor Relations Act as amended, hereinafter the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Contract.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. as amended, the School Board recognizes the V.E.A. as the exclusive representative of teachers employed by the School Board of Independent School District No. 706, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provision of this Contract.

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of the District as defined in this Contract, which is intended by the parties to be consistent with P.E.L.R.A.

ARTICLE III
DEFINITIONS

Section. 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a District. The terms in both cases are subject to the provisions of Section 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. Teachers: For purposes of this section, the term "teacher" shall mean any person employed by Independent School District No. 706 in a position for which licensure is required by the Board of Teaching or the State Board of Education or in a position of physical therapist or occupational therapist, except Superintendent, Assistant Superintendent, Principal, and Assistant Principal who devote more than fifty percent of their time to administrative or supervisory duties, and confidential employees, supervisory, essential, and other employees excluded by law, and daily substitute teacher who does not replace the same teacher for more than thirty consecutive working days.

Section 3. Other Terms: Terms not defined in this Contract shall have those meanings as defined by the P.E.L.R.A.

Section 4. School District: For the purpose of administering this Contract, the term "School District" shall mean the School Board or its designated representative.

Section 5. Spouse: For purpose of administering this Contract, the term "Spouse" shall mean anyone properly and rightfully married under the laws of the state of Minnesota.

ARTICLE IV SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Contract shall perform the teaching and nonteaching services prescribed in this Contract and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District in so far as such rules, regulations, directives and orders are not inconsistent with the terms of the Contract and recognizes that the School District, all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Contract found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE V TEACHERS' RIGHTS

Section 1. Right to Views: Nothing contained in this Contract shall be construed to limit, impair or affect the right of any teacher or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against their will.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School District of such unit.

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off.

Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct, in eighteen (18) equal monthly installments beginning October 31, from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization.

Section 4. Fair Share Fee: As specified by the exclusive representative, in accordance with M.S. 179A.06, Subd. 3, any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee required of any teacher shall not exceed the pro-rata share of the specific expenses incurred for services rendered by the exclusive representative in relationship to negotiations and administration of grievance procedures for teachers in the appropriate unit.

Upon thirty (30) days notice in writing to the payroll officer of the name of the teacher and the amount of the fair share fee certified by the exclusive representative, the School District will deduct seven equal monthly installments beginning with the October 31 payment for fair share fee installments as specified by the exclusive representative, and will forward such fees to the exclusive representative. The exclusive representative agrees to notify the employer promptly whenever any teacher subject to a fair share fee deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such teacher will thereafter be made. Any dispute as to the amount of such fee shall be solely between the exclusive representative and the teacher involved.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

Section 5. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files generated within the School District relating to each individual teacher shall be available during regular school business hours to each individual teacher upon written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

Section 6. Vacancies and posting process: Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post notice of that available position. All postings shall be sent via email to all licensed staff's district email on the day the position is posted.

- a. **Posting:** The posting shall be made in each building, with a copy to the Union.
- b. **Dates:** Each posting shall indicate the date such notice is posted and the date the posting

expires.

- c. Application: Teachers may apply for transfer, assignment, or reassignment to an available position provided they:
 - (1) make written application prior to the expiration date of the notice, and;
 - (2) possess a valid license to teach in the subject area or grade level that requires such licensure.
- d. Exceptions: Posting requirements shall not apply in cases where teachers on unrequested leave of absence have a right to positions that become vacant.

ARTICLE VI BASIC SCHEDULE AND RATE OF PAY

Section 1. 2019 - 2020 and 2020- 2021 Salary Schedules: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Contract for the **2019-2020** and **2020-2021** school years.

Section 2. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule. All credits must be approved by the Superintendent.

Classifications:

- a. It shall be the policy of the Board of Education to appoint only licensed teachers with a minimum of a Bachelor's degree.
- b. B.A. A teacher who has been granted a Bachelor's degree by an accredited educational institution.
- c. B. A. + 15 Quarter Credits/ B. A. + 10 Semester Credits: All credits must be either:
 - (1) Graduate credits in the major or minor field unless they are part of the requirements for a Master's degree. Must be "B" grade average or pass if no letter grade is available.
 - (2) Undergraduate credits in an educational field which are approved by the Superintendent prior to enrollment. Must be a "B" grade average. Credits qualifying in (2) above cannot exceed more than 1/3 of the total credits (1) plus (2). All credits (1) or (2) must be earned after the completion of the Bachelor's degree.
- d. B. A. + 30 Quarter Credits/ B. A. + 20 Semester Credits:
 - (1) Same as B. A. + 15/10.

- e. M. A. A teacher who has completed a year of graduate study and has been granted a Master's degree. The Master's degree must be in the field of study directly related to the teaching responsibility. If the Master's degree is in a field not directly related to the teaching field, salary on the B. A. + 30/20 lane will be allowed if approved in advance by the Superintendent.
- f. M. A. + 15 Quarter Credits/ M. A. + 10 Semester Credits: All credits must be either:
- (1) Graduate credits in the major or minor field unless they are part of the requirements for a Specialist or Ph.D. degree. Must be a "B" grade average.
 - (2) Undergraduate credits in an educational field which are approved by the Superintendent prior to enrollment. Must be a "B" grade average.
- Credits qualifying in (2) above cannot exceed more than 1/3 of the total credits (1) and (2). All credits (1) or (2) must be earned after the completion of the Master's degree.
- g. Master +18 Semester Credits: All credits must be either:
- (1) Graduate credits in the major or minor field unless they are part of the requirements for a Specialist or Ph.D. degree. Must be a "B" grade average.
 - (2) Undergraduate credits in an educational field which are approved by the Superintendent prior to enrollment. Must be a "B" grade average.
- Credits qualifying in (2) above cannot exceed more than 1/3 of the total credits (1) and (2). All credits (1) or (2) must be earned after the completion of the Master's degree.
- h. Sixth Year: A teacher who has completed a year of graduate study beyond the Master's degree and is so certified by accredited degree-granting institutions. The graduate work must have a direct relationship to the teaching responsibility. Such relevance will be determined by the Superintendent. Credits must be earned within a ten-year span.
- i. Ed.Sp. A teacher who has been granted an earned Specialist in Education degree by an accredited institution.
- j. Ph. D: A teacher who has been granted an earned Doctor's degree by an accredited institution.
- k. Placement on Salary Schedule: All contract personnel will be placed on the proper lane on the salary schedule based on actual degree qualifications. Salaries of any contract employees presently paid above their position on the present schedule shall be frozen until such time as their degrees correlate with the schedule in effect at the time.

- l. All teachers must hold valid Minnesota license for their teaching assignments. Provided, however, that licensure variance or other waivers granted by the State Department of Education shall be permitted.
- m. All proposed lane changes, provided all appropriate paperwork is turned in to the superintendent's office, will occur twice a year, September 15 and January 31. The district will process all pay changes occurring, because of lane changes, in a reasonably prompt manner.
- n. Change in Status: A change in status must be made before September 15 and/or January 31 of the contract year. If there is a delay by the degree-granting institution, the teacher shall provide written proof from the said school of courses having been completed or degree completed prior to September 15 and/or January 31.
- o. Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and teacher.

Section 3. Salary Payments:

- a. Teachers' salaries will be paid in twenty-four (24) equal payments. If a teacher has resigned or is retiring from the system, and has given sufficient notice, all earned salary will be paid at the close of the school year.
- b. Instructors who may be doing foreign or extensive travel during the summer, may, upon written request prior to May 1 to the Superintendent, receive summer checks at the close of school in June.
- c. Deductions will be made only for withholding tax (computed according to total income) and other required payroll deductions, State Teachers' Retirement, OASI, and, when authorized, for U.S. Savings Bonds, health insurance, annuities, United Way Fund, Blue Pride Fund, professional dues (18 equal payments), and the flexible spending account (FLEX).
- d. If it becomes necessary to deduct pay of a teacher because of personal absence not covered by policies of leave, the deduction will be calculated on the basis of 1/190 of the annual salary, or the salary per day.
- e. Salaries will be paid on the 16th and the last day of the month. In a case where the 16th or the last day falls on a Saturday or Sunday or holiday, salaries will be paid on the last working day preceding the 16th or last day of the month.
- f. Substitute Teachers: The daily rate of pay for substitutes shall be determined by the Board of Education. After the thirtieth consecutive teaching day of subbing in the same position for the same person, the rate shall be on the basis of the minimum salary of the schedule for the substitute's respective classification. The Board of Education, in accordance with Minnesota Law may vary the rate of pay as conditions dictate.

Substitutes must have the proper training and license for their assignments.

A substitute teacher shall be defined as a teacher who replaces a contract teacher for an indeterminate period of time.

ARTICLE VII EXTRA COMPENSATION

Section 1. 2019 - 2020 and 2020 - 2021 Extra Curricular Schedules: The wages and salaries reflected in Schedule B, attached hereto, shall be a part of this Contract.

Section 2. Extra Compensation:

Subd. 1. Full pay will be allowed teachers for the overage hour class for regular classroom teaching assignment. Prior to assigning an overage hour class, the following eight (non-sequential) steps will be followed.

- a. Offered to part-time teachers, who are licensed in that area, first. Then the position may be offered to other part-time teachers.
- b. Advertise the position.
- c. Rotation based on seniority.
- d. Opportunity for both Elementary and Secondary Teachers.
- e. Not offered to non-tenured teachers, unless all tenured teachers have turned it down or the department has no tenured teachers and administration okays non-tenured teaching the class.
- f. Initial enrollment numbers are shared with teachers within 5 working days of completion of pre-registration.
- g. All classes that meet an enrollment threshold of 20 will trigger a meeting between administration, affected staff (department), and union representation prior to the district determining if the class will run.
- h. When/if determined that a class will run, a pre-overage meeting with administration, union (President/Negotiators), individual teacher(s) will occur.

Subd. 2. Teachers assigned a study hall beyond the twenty-five hour normal class load will be paid at the same rate as summer school.

Subd. 3. A stipend of \$500 will be paid to teachers if the teacher announces their retirement by February 15 of the school year before the school year they are retiring from. This will be added to their last paycheck.

Subd. 4. Teacher Leaders (Department, Grade Level, or PLC heads) positions will receive \$500 per year. Teachers (within their own department or grade level group) will collaboratively decide, each year, who their leader will be. In cases where the teachers cannot decide, the principal will decide. The principal will meet with these department or

grade level heads on at least a quarterly basis. The purpose of these leadership positions will be:

- to have a point of contact between the administrators and teachers for the purposes of disseminating information and determining potential topics of discussion
- to facilitate meetings
- to ensure minutes are recorded and reported
- to create and share agendas

Potential Positions: (subject to change)

One Pre-K teacher

One Kindergarten grade level leader

One First grade level leader

One Second grade level leader

One special ed leader from Parkview

.5 Specialist Parkview teacher shared with Roosevelt

.5 Specialist Roosevelt teacher shared with Parkview

One third grade level teacher

One fourth grade level teacher

One fifth grade level teacher

One sixth grade level teacher

One special ed leader from Roosevelt

One high school English teacher

One high school mathematics teacher

One high school physical education teacher

One high school science teacher

One high school social studies teacher

One high school special education teacher

One high school industrial technology teacher

One high school music teacher

One high school allied arts teacher from art/FACS/modern languages/technology

One high school teacher from counselors/nurse/indian ed

Subd. 5. Teachers may voluntarily give up their 30 minutes of duty free lunch to supervise students in the cafeteria, on the playground, or in other needed areas. Teachers will be compensated with an annual stipend contained in Schedule B and paid at the end of the semester and at the end of the year. Volunteer teacher time will not be used to circumvent individuals who are currently in these positions.

Subd. 6. Teachers holding a vocational license and teaching a CTE course will earn a stipend of \$1500 annually.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School Board with consultation of employee unit as to coverage of policy.

Section 2. Health, Hospitalization, and Dental Insurance:

Subd. 1. Single Coverage: Effective 09-01-06 the School Board shall contribute the full cost minus \$25 per month toward the premium for individual coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective 09-01-08 the School Board shall contribute 95% minus \$25 per month toward the premium for individual coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. (This includes current employees employed .8 FTE or greater as well as all retirees receiving district paid health and hospitalization insurance as well as future retirees.)

Subd. 2. Family Coverage: The School Board shall contribute 70% minus \$25 per month toward the premium cost for family coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for family coverage. (This includes current employees employed .8 FTE or greater as well as all retirees receiving district paid health and hospitalization insurance as well as future retirees.)

Subd. 3. VEBA: Employees covered by this agreement will have an opportunity to choose to participate in a BC/BS VEBA 100 plan on or before August 1st, 2014 or on or before August 1st, 2015 and have the added benefit of having the school district pay 100% of the VEBA 100 deductible in the first year of participation. Employees who fail to exercise the option to go to the VEBA 100 plan shall remain on the current BC/BS “J” plan, which will be considered the default plan.

If an employee exercises his/her option to participate in the VEBA 100 plan, for the first year of participation the school district shall contribute 100% of the VEBA 100 deductible. After the first year and beyond, the school district’s contribution shall be 85% of the VEBA 100 deductible. Monthly premiums for the VEBA 100 plan will be paid in the same way and manner in which premiums are paid for the “J” plan.

An employee can exercise the option to participate in the VEBA 100 plan at any time in the future by the required election date (August 1 of each year), but the school district’s obligation to pay 100% of the VEBA 100 deductible will only apply to 2014-2015 and 2015-2016, and then only for one year for each employee participating. The 85% district contribution toward the VEBA 100 deductible will apply in every other situation unless and until renegotiated. Employees can opt out of the VEBA 100 plan anytime prior to the required election date (August 1 of each year).

The school district’s contribution toward the VEBA 100 deductible shall be made in increments during the school year and such contribution is limited to only one contribution per family plan. Should any employee incur a medical or pharmaceutical bill in the first year of participation and before the school district contributes its full deductible obligation to the employee’s VEBA balance, the school district shall contribute its full VEBA 100 deductible obligation to the employee’s account under the following conditions:

1. The request must be made in written form; and

2. The written request must be supported by such proof and evidence as required by the school district.

Retirees opting for the VEBA 100 plan will have the same contribution levels made by the school district.

Subd. 4. Dental Insurance: The District will provide \$20.00 per month towards one District dental plan.

Subd. 5. The exclusive representative agrees to hold harmless I.S.D. 706 from any and all claims of discrimination or unfair treatment which may result from unequal contribution by I.S.D. 706 to medical insurance coverage.

Section 3. Life Insurance: The School Board will furnish a fully paid term life insurance policy in the amount of \$50,000 for full-time employees.

Section 4. Long-Term Insurance: Long-term (income protection) insurance is provided by the School Board for full-time contract employees.

Section 5. Tax-Sheltered Annuities:

Subd. 1. Tax-sheltered annuities are provided for all employees who wish to purchase or modify them on a quarterly basis (September 1, December 1, March 1, or June 1; School Board policy is that 5 people are needed for any new group).

Subd. 2. The school district will match tenured teachers contributions up to \$450 annually in any approved State 403(b)/annuities plan offered in the District. District supplied 403(b) monies will be calculated and allocated quarterly.

Section 6. Fringe Benefits: Fringe benefits are not available to part-time employees including substitutes, except for those people employed 80% or more of a normal teaching load.

Section 7. Change in Status: A change in status by a teacher must be requested before September 15th of the contract year or two months prior to the new group contract year.

Section 8. Mentorship: Teachers accepting mentorship assignments for the school year will be granted two preparatory days without restrictions.

Section 9. Early Retirement Medical and Hospital Insurance:

Subd. 1. The School District provides an early retirement medical and hospitalization insurance benefit program for those teachers who retire with 30 or more years of service or are 55 years or older, and who have eight years or more of service in the District. Retirees subscribing to family coverage will receive the same medical and hospital coverage and premium contributions by the District as actively employed teachers. Retirees subscribing to single coverage will receive the same medical and hospital coverage and premium contributions by the District, as actively employed teachers. Teachers with at least five

years but less than eight years of service in the School District who retire at age 55 or later will receive one-half of the medical and hospital insurance benefits and premium contributions by the District provided for actively employed teachers.

Subd. 2. When an eligible teacher and or spouse reaches Medicare eligibility they will be required to participate in Medicare Parts A & B. Those choosing not to participate in Medicare Parts A & B will not receive the School District health insurance contributions.

Section 10. Retirement: Retiring teachers shall be permitted to remain in the medical and hospital insurance plan that is in effect at the time of their retirement.

Section 11. Surviving Spouse: A surviving spouse, upon death of a retired or active teacher, shall be permitted to remain in the medical and hospital plan at their own expense.

Section 12. Health Coverage: Any employee hired by the School District on or after July 1, 1987, who retires from service to the School District shall not be eligible for any contribution from the School District toward the cost of any medical and hospital insurance plans upon retirement.

Subd. 1. This section will not apply to any teacher who has his/her name on the 1986-87 Seniority List.

Subd. 2. Teachers hired after July 1, 1987, who retire from the School District will be allowed to stay in the medical and health insurance plan that is in effect at the time of their retirement at their own expense.

ARTICLE IX HEALTH CARE SAVINGS PLAN

District's contribution grid for each employee's Minnesota State Retirement System's Health Care Savings Plan.

<u>Years of Service</u>	<u>Annual Contribution</u>
0-3	\$ 0
4-9	\$ 600
10-14	\$ 1,100
15-19	\$ 1,600
20-24	\$ 2,100
25 +	\$ 2,600

Maximum Lifetime Employer-Paid Contribution is **\$38,500**

Employees hired BEFORE 07/01/2006:

The district's annual contribution to each employee employed at 0.8 FTE and above shall be based on the above grid. The maximum employer paid contribution entitlement is calculated by multiplying the teacher's daily rate of pay on June 30, 2007 based on the 2006-07 basic salary schedule (Schedule A), not including extracurricular or extra compensation, times 100 days (**\$34,000** minimum) providing the employee retires from the district with 10 years continuous service with the district and 55 years of age or having taught 30 years and 10 years of continuous service with the district. *Catch-up provision:* Up to

five years prior to retirement, the employee has the option to receive their remaining entitlement in equal annual installments up until their retirement date. The employee may state their intent to retire in writing prior to April 15th to receive this benefit. Any previous contributions by the district to the employee in the form of HCSP or 403(b) shall be subtracted from the maximum entitlement to calculate the remaining contribution installments. This does not apply to district matching 403(b) contributions starting the 2019 contract year.

Employees hired *AFTER* 07/01/2006:

Each active member hired after 07/01/2006 and employed at 0.8 FTE and above is entitled to a contribution into their MSRS Health Care Savings Plan based on the above grid. All contributions cease when employment with the district ends. No minimum entitlement exists.

District Contributions:

District contributions shall be made into each employee's Health Care Savings Plan on May 1st (or the last business day preceding May 1st if it falls on a weekend) each year.

ARTICLE X LEAVES OF ABSENCE

Section 1. Sick Leave: A teacher will be allowed 20 days of sick leave without loss of salary during the school year for personal illness or serious illness in the immediate family, with doctor's approval, which would include spouse, brother, sister, children, parent, mother-in-law, father-in-law, grandparent, grandchild, stepparent, and those who live in the household.

Subd. 1. An attending doctor's excuse may be required by the Superintendent for illness exceeding two days. In case of suspected abuse the Superintendent may require attending doctor's excuse for an absence of two days or less. In such case, the Superintendent will give the exclusive representative information concerning the person involved.

Subd. 2. Sick leave for instructors may accumulate to 125 days, plus the twenty days current, to a maximum of 145 days. No accumulated sick leave may be used for illness in the immediate family.

Subd. 3. Sick leave shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 4. If a teacher's contract is terminated, whether by the teacher or the School District, used sick leave will be prorated at the rate of one sick leave day for every 9 days of employment. Any unearned sick days that were used will be deducted at the ratio of 1/180 of the base contract.

Section 2. Workers' Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and

the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's sick leave accrual time according to the pro-rata portions of days of sick leave which is used to supplement workers' compensation, at 1/190 days of sick leave.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total gross pay daily, weekly, or monthly compensation that exceeds the contract rate of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this policy shall submit his workers' compensation check, endorsed to the School District, upon receipt of such check. If this check is not received by the next payroll, it will be deducted from the next teacher's payroll check.

Section 3. Personal Leave:

Subd. 1. Death in Family: Up to three days shall be allowed, the days to be deducted from sick leave, for death in the immediate family or extended family. Immediate family is defined as the teacher's spouse, child, parent, brother, sister, grandchild, or other relative living in the same household as the teacher. Extended family includes mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, etc. The specific amount of leave allowed is subject to the discretion of the Superintendent. Up to one day for funerals of other relatives and close friends may also be allowed at the discretion of the Superintendent and will be deducted from sick leave. In case of extreme travel, up to two additional days may be allowed at the discretion of the Superintendent.

Subd. 2. All absences and requests for absences must be reported to the Superintendent by building principals. Upon return to duties after illness a teacher absence card must immediately be delivered to the Principal and then forwarded to the Superintendent's office.

Subd. 3. An instructor may, upon prior request, with the Principal's approval, be allowed one day per year for school visitation in some other school system. Such visitation will not be allowed just preceding or following a holiday period. A report on the visitation is to be made to the instructor's Principal.

Subd. 4. Civic Obligation Leave: Any teacher summoned, subpoenaed, or otherwise requested to provide testimony or information to any agency, governmental subdivision, board or commission, legislative committee, arbitrator, or court during the regular work day shall be allowed leave with salary dock being only that of substitute teacher pay. If the situation described above is school related, the teacher will not be docked pay. The teacher

shall notify the District of the date(s) of the pending absence as soon as possible after the receipt of the summons, subpoena, or request to provide testimony or information, but in no event later than two days prior to the date(s) of absence.

Subd. 5. Personal Leave: A teacher shall have four personal leave days available during a duty/school year, subject to the following terms and conditions:

- a) The school district shall pay for one personal leave day (no reimbursement day) and the teacher shall not be responsible for reimbursement to the district for a substitute for that day, nor will the use of that day be deducted from sick leave;
- b) Three personal days shall be considered as Reimbursement Days as the teacher shall be responsible to reimburse the school district for the full cost of a substitute for each day taken and each day shall be deducted from sick leave;
- c) A teacher shall be allowed to roll-over or carry-over either one non-reimbursement day or a reimbursement day to the next school year, but in no event shall the teacher have more than five personal leave days;
- d) Request for personal leave must be made two days in advance in written form to the Superintendent, except in the event of provable emergencies. The request for personal leave shall state the reason for the requested leave.
- e) Employees shall be allowed to take a personal day preceding or following a holiday or vacation day if allowed by building maximums but not the first or last day of the school year. No more than three teachers from Parkview Learning Center, three teachers from Roosevelt Elementary, and six teachers from the Secondary School, shall be granted personal leave at the same time.

A written request for leave without pay may be granted by the building principal if the above noted building maximums have not been met. The employee will be docked their daily rate of pay (salary/190) as well as the full cost of the substitute from a future pay period if a leave without pay is taken.

Subd. 6. Professional Study, Health: Leaves of absence not to exceed one year will be granted for professional study or for health reasons. An instructor must have taught three years in the system before a leave will be granted.

Subd. 7. Leaves of absence for professional study shall carry credit on the salary schedule. Leaves of absence because of health will not carry an annual increment when the instructor is not at maximum. Requests for leaves of absence must be received before April 1.

Subd. 8. Child Care Leave:

- a. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) natural or adoptive parent of an infant child, provided such parent is caring for the child on a full-time basis.

- b. A teacher making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months, except in cases of emergency, before commencement of the intended leave.
- c. If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.
- d. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.
- e. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:
 - 1. Grant any leave more than twelve (12) months in duration.
 - 2. Permit the teacher to return to his or her employment prior to the date designated in the request for childcare leave.
- f. A teacher returning from child care leave shall be re-employed in a position in which he or she is licensed unless previously discharged or placed on unrequested leave.
- g. Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.
- h. A teacher who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.
- i. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this Section.

- j. Leave under this Section shall be without pay or fringe benefits.
- k. Teachers on child care leave shall notify the School District by April 1 of the leave year whether they plan to return to work at the conclusion of the child care leave.

Subd. 9. Jury Service: A teacher called to serve jury duty shall be granted released time for the performance of such obligation. The difference between statutory jury duty pay (exclusive of mileage allowance) and the teacher's salary shall be borne by the school district.

Subd. 10. Military leave shall be granted pursuant to applicable law. Currently the law states that the District shall pay up to 15 days. Individual does not use sick, vacation, etc.

Subd. 11. Medical Leave:

- a. A continuing contract teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, shall upon request, be granted a medical leave of absence without pay for the duration of such illness or disability up to one year and the leave may be renewed each year upon written request by the teacher.
- b. A request for leave of absence under this section shall be accompanied by a doctor's written statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Subd. 12. Association Leave: The District shall provide each year a total of twelve days of association leave, to be used by the Association or its representatives for the purpose of attending to Association business which requires an absence from teaching duties. The cost of substitute pay to be borne by the designated representative. This leave shall be granted upon approval of the President of the Association and upon written request to the Superintendent at least three days in advance of the intended leave.

Subd. 13. Insurance Application: A teacher on unpaid leave is eligible to continue to participate in group insurance programs. The teacher shall pay for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

Subd. 14. Credit: A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which the teacher had accrued at the time the teacher went on leave. No credit shall accrue for the period of time that a teacher was on unpaid leave.

Subd. 15. Eligibility: Leave benefits provided in this Article shall apply only to full-time teachers as defined in Articles XI and XII of this Agreement.

Subd. 16. Coaching Clinics: All VEA Head Coaches (paid for by the district) may attend two days of coaching clinics per school year per sport. All coaching clinics attended must be approved by the Activities Director.

Section 4. Unrequested Leave of Absence and Seniority Agreement

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

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

- a. Teacher: "Teacher" shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd. 1.
- b. Qualified: "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught.
- c. Seniority: "Seniority" for purposes of ULA applies only to Tier 3 and Tier 4 qualified teachers and commences on the initial date of service with the school district in a position requiring a license.

Subd. 3. Unrequested leave of absence: The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the School District, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year. In placing teachers on unrequested leave, the Board is governed by the following provisions:

- a. Continuing contract teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.
- b. Exceptions for licensure: Notwithstanding the provisions above, a teacher is not

entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the board of teaching, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license in the same field.

Subd. 4. Notice to teachers: Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- (1) states the applicable grounds for the proposed placement;
- (2) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- (3) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

Subd. 5. Right to a hearing and decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing to challenge the proposed placement on unrequested absence. This process will take place of the grievance procedure.

Subd. 6. Final board action: Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required above and acquiescence, or notice to the required above and the arbitrator's decision.

Subd. 7. Reinstatement: A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the position they were placed on leave from, or when they refuse an offered position that is less than the position they were placed on leave from, or refuse a position that is less than a full school year.

Subd. 8. Vacancies and notification: No teacher shall be hired by the School District while

any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept the position within 15 business days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

Subd. 9. The seniority date is the first day of employment in this bargaining unit, as noted by initial placement on the seniority list by the school board. Teachers with identical seniority dates will have their rank determined by the order in which their names appear in school board minutes for the hiring process.

Subd. 10. Seniority shall exclude probationary teachers, except when a probationary teacher acquires tenure, in which case seniority will date back to the first day of service.

Subd. 11. Benefits while on leave: Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

- a. Employment rights during leave: Any teacher placed on leave may engage in teaching or any other occupation during the leave; may be eligible for unemployment compensation if otherwise eligible under that law for such compensation, and a leave will not impair the continuing contract rights of the teacher or result in a loss of credit for years of service in the district earned prior to the commencement of such leave.
- b. Terminations: The same provisions applicable to terminations of probationary or continuing contracts in Minnesota Statutes 122A.40 subdivisions 5 and 7 must apply to placement on unrequested leave of absence.

Subd. 12. Filing Licenses and Preparation of Seniority Lists:

- a. Filing of licenses: In any year in which the School District is placing teachers on unrequested leave of absence, only those teaching licenses actually received by the Superintendent's office as of January 15 of that year are considered for purposes of determining layoff within areas of licensure. A licensed filed after January 15 will be considered for purposes of recall, but not for layoff.
- b. Preparation and posting of seniority and licensure lists: By January 15 of each

school year, the School District shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by tier. The list will be posted at all school buildings in the district and email notification will be provided to teachers when the list is initially posted.

ARTICLE XI HOURS OF SERVICE

Section 1. Prep Time: The normal teacher load will consist of five instructional periods per day and two preparational periods per day on the secondary level. All elementary teachers shall be provided with 60 minutes of instructional preparation time per day during student contact time. (One 50 minute block and another 10 minutes sometime during the student contact day.)

Subd. 1. Study Hall and Suspension personnel will be staffed by non-contract personnel at the District's discretion.

Section 2. Building Hours: The specific hours at all buildings may vary building to building within the District. The basic day for a teacher will be 7.5 consecutive hours inclusive of a thirty-minute duty-free lunch. Teachers will be on duty for those hours on Monday through Friday. On Fridays and days before vacations and holidays, teachers may leave their building 15 minutes early but not until the students are properly supervised.

Section 3. Additional Activities: In a profession there is no clear definition of duties nor of time schedule. In the teaching profession there are many responsibilities and acts of service and assistance inherent within the complete concept of teaching and guidance. It shall be the duty of every teacher to assist in the total educational program and its related activities within reasonable requests and capabilities. When the supervision, coaching, or directing of an activity is regular, extensive, and of long duration, it shall be the policy of the Board of Education to compensate.

Section 4. Miscellaneous:

Subd. 1. Teaching assignments and programs: All instructors will be employed and assigned to teaching areas or levels in which they have their major and minor preparation.

Subd. 2. Teachers are appointed to the Virginia faculty as an educational system and not as members of a specific unit within the system. Therefore, instructors may be requested to teach in more than one unit or be transferred to a department if the instructor's training and experience warrant such assignments. Each teacher shall be given tentative teaching assignments relating to subject matter areas by the end of the school year. Teachers shall be notified of any changes in tentative schedules before the opening of the school year to the extent possible.

Subd. 3. Each teacher in the system shall be provided with a duty-free lunch period of thirty minutes between the hours of eleven and one fifteen.

Subd. 4. All teachers except those in a supervisory capacity shall be required to give five periods toward detention and five periods of substitute teaching, or ten periods of other

supervisory activities if mutually agreed upon with the building principal and if contiguous with the school day.

Subd. 5. Miscellaneous Teacher Preparation: One inservice day before the start of the school year will be reserved for individual teacher prep. At the conclusion of each quarter (secondary) or trimester (elementary), one early dismissal or after school inservice day will be allocated for individual teacher prep for the purpose of finishing grading activities.

ARTICLE XII LENGTH OF THE SCHOOL YEAR

Section 1. Length of the School Year: The school year normally includes 176 student contact days with 180 contract days. The School District may add up to four (4) days of professional development contiguous to the school calendar starting with the 2010-2011 school year. Teachers will be paid their individual daily rate (Salary/181,182,183,184) for each additional day up to four (4). The maximum number of student contact days will be 176 per school year and the maximum number of contract days 184.

Section 2. Teacher Duty Days: Pursuant to M.S. 126.12, the School District and president of designated representative shall, prior to April 1 of each school year establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

Section 3. Emergency Closings: In the event that a student or a teacher duty day is lost for an emergency and the total school days is less than 175, the teacher shall perform duties on other days when school may be legally held, upon consultation with the designated representative.

ARTICLE XIII BMS GRIEVANCE PROCEDURE

This grievance procedure shall be applicable whenever the parties cannot reach agreement on a grievance procedure. A grievance is defined as a dispute or disagreement as to the interpretation of application of any term or terms of the Master Contract in effect and required under M.S. Sec. 179A.20.

5510.5140 Step One: When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee's immediate supervisor within 21 days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five days after the grievance is presented.

5510.5150 Step Two: If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in part 5510.5140 (Step One), a written grievance may be served on the next appropriate level of supervision by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the Contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The

written grievance must be served on the employer's representative within fifteen days after the immediate supervisor's response was due under part 5510.5140 (Step One). The employer's representative shall meet with the agent of the exclusive representative within five days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any.

5510.5160 Step Three: If the grievance is not resolved under part 5510.5150 (Step Two), the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person's designated representative within ten days after the written response required by part 5510.5150 (Step Two) was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee within five days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting.

5510.5170 Arbitration:

Subp. 1. Referral to Arbitration. If the response of the chief administrative officer or designee is not received within the period provided in part 5510.5160 (Step Three) or is not satisfactory, the exclusive representative may serve written notice on the employer of its intent to refer the case to arbitration within ten days after the response required by part 5510.5160 (Step Three) is due.

Subp. 2. Selection of Arbitrator. Within ten days of the service of written notice of intent to arbitrate, the employer's chief administrative officer or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the bureau. The parties shall alternately strike names from a list of five names to be provided by the bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the bureau, the other party may serve written notice of this fact upon the bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the bureau shall designate one name from the list previously provided to the parties and the person so designated by the bureau shall have full power to act as the arbitrator of the grievance.

Subp. 3. Arbitrator's Authority. The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

Subp. 4. Arbitration expenses. The employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as the result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be

responsible for compensating its own representatives and witnesses except to the extent provided by part 5510.5180, subpart 1.

Subp. 5. Transcripts and briefs. Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

5510.5180 Processing of Grievances.

Subp. 1. Release time. To the fullest extent feasible, the processing of grievances under parts 5510.5110 to 5510.5190 shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular no overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to parts 5510.5110 to 5510.5190 whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subp. 2. Waiver of steps. The parties may, by written mutual agreement, waive participation in the grievance steps in parts 5510.5140 to 5510.5160 and may similarly agree to extend the time limits established by parts 5510.5140 to 5510.5170.

Subp. 3. Time limits. A failure to raise a grievance within the time limits specified in part 5510.5140, or to initiate action at the next step of the procedure in parts 5510.5140 to 5510.5170 within the time limits in these parts shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of an employer representative to comply with the time periods and procedures in parts 5510.5140 to 5510.5170 shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

ARTICLE XIV ONLINE LEARNING

Subd. 1 Definition Telecommunication will be defined as the teaching of students using the communication of information in all forms transmitted or received by electronic means as the primary means of instruction.

Subd. 2 Compensation Teaching one telecommunication course/class is the equivalent of teaching one class period during the regulation day.

Subd. 3 Training All training to implement a telecommunications course/class shall be provided by the district. If training occurs outside the school day, the teacher will be compensated at the summer school rate of pay for all hours of training, including travel time.

Subd. 4 Property Rights Curriculum or materials developed expressly for a telecommunications course/class by the teacher may not be reused without the teacher's permission.

Subd. 5 Equipment The district shall be responsible for the repair and maintenance of telecommunications classroom equipment at its site/s. Teachers shall not be required to maintain telecommunications equipment. When so requested by the district, teachers willing to take partial or full responsibility for the set up of telecommunications equipment shall be compensated at an hourly rate if outside the contracted day.

Subd. 6 Class Size Maximum class size shall be 15 students.

ARTICLE XV EARLY CHILDHOOD/PRE-K FAMILY EDUCATION INCLUDING SCHOOL READINESS

Section 1. Application of Agreement: The employment of ECFE/Pre-K teachers is unique and market driven and, accordingly, requires particular consideration in the Agreement because of this unique employment relationship.

Section 2. Probationary Period:

Early childhood/Pre-K family education teachers shall be deemed to have successfully completed their probationary period, providing they have fulfilled their three (3) year probationary period. The probationary period of ECFE/Pre-K teachers shall be three (3) school years of service. During the probationary period, the School District shall have the unqualified right to suspend, discharge or otherwise discipline an ECFE/Pre-K teacher, and the ECFE/Pre-K teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE/Pre-K teacher may be suspended or discharged only for just cause, and such ECFE/Pre-K teacher shall have access to the grievance procedure.

Section 3. Seniority:

After completion of the probationary period, Early childhood/Pre-K family education teachers shall accrue seniority dated back to their first day of continuous service. The principles and procedures of seniority shall apply to Early childhood/Pre-K family education teachers on a separate and like basis except that:

- a. Early childhood/Pre-K family education teachers shall have a separate seniority list and shall have seniority rights only in the Early childhood/Pre-K family education program. Other District teachers shall not have bumping rights into the Early childhood/Pre-K family education program.

- b. Cancellation of classes during the school year shall not cause the reassignment of senior teachers to the classes assigned to junior teachers.
- c. Any newly created or reinstated classes shall be offered on the basis of seniority to fill out a teacher's entitlement; however, if a senior ECFE/Pre-K teacher cannot teach a class due to another teaching conflict, the District may offer a position to a less senior ECFE/Pre-K teacher. These positions shall be posted.

Section 4. Compensation:

ECFE/Pre-K teachers shall be paid on a separate salary schedule based on an hourly rate established via collective bargaining. The rate shall be 100% of summer school rate.

Section 5. Preparation Time:

Every Early childhood/Pre-K family education teacher will receive one preparation time as follows: 1 hour class- 2 hours pay; 2 hour class-3 hours pay; 3 hour class- 4 hours pay. Other preparation times to be determined between the teacher and the coordinator.

Section 6. Hours of Service, Duty Day, Duty Week, and Duty Year:

Recognizing the unique, changing, and irregular nature of the ECFE/Pre-K program, hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the program. Each teacher employed in ECFE/Pre-K and School Readiness, shall be given five Paid Time OFF days. These days will be prorated based on a four-day workweek positions.

Section 7. Applicable Sections of the Master Agreement:

ECFE/Pre-K teachers shall be covered by the following sections of the Master Agreement:

- Article I, Purpose
- Article II, Recognition of Exclusive Representative
- Article III, Definitions
- Article IV, District Rights
- Article V, Teacher Rights
- Article VII, Extra Compensation
- Article XIII, Grievance Procedure
- Article XV, ECFE/Pre-K & SR
- Article XVIII, Duration.

Section 8. Sections of the Master Agreement Not Applicable:

ECFE/Pre-K teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, continuing contract teachers;

- Article VI, Basic Schedules and Rates of Pay
- Article VIII, Group Insurance
- Article IX, Health Care Savings Plan
- Article X, Leaves of Absence (Except as noted in Section 6.)
- Article XI, Hours of Service
- Article XII, Length of The School Year

Article XIV, Online Learning
Article XVI, Public Obligation
Article XVII, Meet and Confer Meetings

ARTICLE XVI LICENSED SCHOOL NURSE

The position of Licensed School Nurse is covered by all provisions of the CBA, with the following exceptions:

- a. **The designated Licensed School Nurse will work 184 days at the appropriate step and lane without additional compensation.**
- b. **The designated Licensed School Nurse will work 8 hours a day, exclusive of a 30 minute duty free lunch.**

ARTICLE XVII PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the School District is of paramount importance.

The exclusive representative agrees, therefore, that during the term of this Contract neither the exclusive representative nor any individual employee shall engage in any strike except as permitted.

ARTICLE XVIII MEET AND CONFER MEETINGS

Section 1. Meet and confer meetings will be held at least every four (4) months at the request of the exclusive bargaining unit's meet and confer committee.

Subd. 1. Representatives of the School District and the exclusive bargaining unit's meet and confer committee will meet as prescribed by law or as needed for the purpose of reviewing the rules, regulations, or policies of the District.

Subd. 2. Each party will submit to the other, at least seventy-two (72) hours prior to the meet and confer meeting, an agenda covering what they wish to discuss.

Subd. 3. All meet and confer meetings will be scheduled to take place as promptly as possible at times when teachers and board members involved are free from assigned responsibilities unless otherwise mutually agreed.

ARTICLE XIX DURATION

Section 1. This Contract shall remain in full force and effect for a period commencing July 1, 2019, through June 30, 2021. If either party desires to modify this Contract commencing on July 1, 2019,

Schedule A
Virginia Public Schools
Salary Schedule Agreement
2019 - 2020

LANE	B.A.	B.A.+10	B.A.+20	M.A.	M.A.+10	6YREdSp/Phd/MA+18
STEP						
1	42,801	44,526	46,314	49,586	50,467	52,280
2	45,107	46,926	48,936	52,396	53,297	55,117
3	47,415	49,320	51,567	55,191	56,126	58,013
4	49,717	51,709	54,188	57,992	58,967	60,899
5	52,021	54,099	56,813	60,794	61,791	63,790
6	54,331	56,500	59,436	63,595	64,625	66,680
7	56,634	58,889	62,067	66,398	67,455	69,569
8	58,936	61,289	64,689	69,195	70,287	72,455
9	61,253	63,675	67,313	71,999	73,119	75,348
10	66,012	68,684	72,647	77,694	78,894	81,305

* See career increment schedule below.

2020 - 2021

LANE	B.A.	B.A.+10	B.A.+20	M.A.	M.A.+10	6YREdSp/Phd/MA+18
STEP						
1	43,764	45,528	47,356	50,702	51,603	53,456
2	46,122	47,982	50,037	53,575	54,496	56,357
3	48,482	50,430	52,727	56,433	57,389	59,318
4	50,836	52,872	55,407	59,297	60,294	62,269
5	53,191	55,316	58,091	62,162	63,181	65,225
6	55,553	57,771	60,773	65,026	66,079	68,180
7	57,908	60,214	63,464	67,892	68,973	71,134
8	60,262	62,668	66,145	70,752	71,868	74,085
9	62,631	65,108	68,828	73,619	74,764	77,043
10	67,497	70,229	74,282	79,442	80,669	83,134

* See career increment schedule below.

The credits listed in the schedule above refer to semester hour courses. Therefore; B. A. + 15 Quarter Credits = B. A. + 10 Semester Credits, B. A. + 30 Quarter Credits = B. A. + 20 Semester Credits and M. A. + 15 Quarter Credits = M. A. + 10 Semester Credits.

Career Increment Schedule - Teachers who have taught in the Virginia Schools shall receive a career increment increase upon the completion of:

15 or more years	First Increment	\$900
20 or more years	Second Increment	\$900
25 or more years	Third Increment	\$900
30 or more years	Fourth Increment	\$900
	Maximum	\$3,600

**SCHEDULE B
VIRGINIA PUBLIC SCHOOLS
EXTRA-CURRICULAR SALARY SCHEDULE AGREEMENT**

SPORTS ACTIVITIES	2019-20	2020-21
BOYS ATHLETICS		
Football		
Head Coach, "A" Team	6,261	6,402
Assistant Coach	4,184	4,278
Assistant Coach	4,184	4,278
Head Coach, "B" Team	4,184	4,278
Assistant Coach	3,899	3,987
Coach, "C" Team	3,325	3,400
Coach, "C" Team	3,325	3,400
Coach, 8th Grade	2,609	2,668
Coach, 7th Grade	2,609	2,668
Basketball		
Head Coach	6,261	6,402
B Team Coach	4,184	4,278
C Team Coach	3,325	3,400
Jr. High Intramural-8th Grade	2,609	2,668
Jr. High Intramural-7th Grade	2,609	2,668
Hockey		
Head Coach	6,261	6,402
B Team Coach	4,184	4,278
Junior Varsity Coach	4,184	4,278
Swimming		
Head Coach	5,545	5,670
B Team Coach	3,754	3,838
Assistant Coach (Diving)	2,609	2,668
C Team Coach (if #s reach 65)	2,609	2,668

Baseball		
	Head Coach	4,970
	B Team Coach	3,325
	8th Grade Baseball Coach	2,609
	7th Grade Baseball Coach	2,609
Track		
	Head Coach	4,970
	Assistant Coach	3,325
	Assistant Coach (if #s reach 36)	2,609
Boys' / Girls' Alpine Ski		
	Head Coach	4,806
	Assistant Coach	3,497
Golf		
	Head Coach	3,971
	Junior High Coach	2,609
	Ass't. Jr. High Coach (if #s reach 36)	2,609
Tennis		
	Head Coach	3,971
	Junior High Coach	2,609
	Ass't. Jr. High Coach (if #s reach 36)	2,609
Wrestling		
	Head Coach	5,545
	Assistant Coach	3,754
	Assistant Coach	2,609
Boys' / Girls' Cross Country		
	Head Coach	3,971
	Assistant Coach	2,609
GIRLS ATHLETICS		
Tennis		
	Head Coach	3,971
	Junior High Coach	2,609
	2nd Junior High Coach (if #s reach 36)	2,609
Swimming		
	Head Coach	5,545
	Assistant Swimming Coach	3,754
	Jr. High Swimming Coach	2,609
	C Team Coach (if #s reach 65)	2,609
Volleyball		
	Head Coach	4,970
	Assistant Volleyball Coach	3,325
	C Team Volleyball Coach	2,609
	8th Grade Volleyball Coach	2,609
	7th Grade Volleyball Coach	2,609
Basketball		
	Head Coach	6,261
	B Team Coach	4,184
	C Team Coach	3,325
	Jr High Intramural - 8th Grade	2,609

Golf	Jr. High Intramural - 7th Grade	2,609		2,668
	Head Coach	3,971		4,060
	Junior High Coach	2,609		2,668
	Ass't. Jr. High Coach (if #s reach 36)	2,609		2,668
Track	Head Coach	4,970		5,082
	Assistant Track Coach	3,325		3,400
	Assistant Track Coach (if #s reach 36)	2,609		2,668
Softball	Head Coach	4,970		5,082
	B Team Coach	3,325		3,400
	8th Grade Softball Coach	2,609		2,668
	7th Grade Softball Coach	2,609		2,668
ATHLETICS MISCELLANEOUS				
	Timekeeper/Scorer	39.00		39.88
	Public Address	39.00		39.88
	Football Video	39.00		39.88
	Ticket Seller	39.00		39.88

OTHER MSHSL ACTIVITIES

Cheerleading Coach	1 @	2,873	1 @	2,938
Cheerleading Advisor	1 @	729	1 @	745
Dance Line Head Coach		3,971		4,060
Dance Line Assistant Coach		2,609		2,668
One Act Play	1 @	729	1 @	745
Speech (Sr)	2 @	1,802	2 @	1,843
Speech (Jr) (1)	1 @	959	1 @	981

*New club and activity advisors approved by the School Board shall be paid at the same rate as the current class advisor and placed on the subsequent contract list of activities and clubs.

OTHER STUDENT ACTIVITIES

Art Club	1 @	439	1 @	449
Cafeteria Supervision		2,609		2,668
Chess Club	1 @	439	1 @	449
Class Advisor	3 @	439	3 @	449
Crossing Guard Supervisor	1 @	729	1 @	745
Elementary Chorus/Band	1 @	729	1 @	745
FLA	1 @	439	1 @	449
Foreign Language Club	1 @	439	1 @	449
Key Club	1 @	729	1 @	745
Knowledge Bowl	1 @	729	1 @	745
Knowledge Bowl, Elementary	1 @	439	1 @	449
Major Play (Fall and Spring)	2 @	1,299	2 @	1,328
Math League (Sr)	1 @	439	1 @	449
Mathcounts (Jr)	1 @	439	1 @	449

Musical: Director/Choreographer		2,500		2,556
Musical: Music Director/Producer		2,500		2,556
Musical: Assistant Director		1,500		1,534
National Honor Society	1 @	439	1 @	449
Peer Listener/Mediator	1 @	439	1 @	449
Prom Advisor	1 @	439	1 @	449
Robotics		1,762		1,802
SADD	1 @	439	1 @	449
Student Council (Jr)	1 @	439	1 @	449
Student Council (Sr)	1 @	439	1 @	449
WEB Leader		1,700		1,738
Yearbook Advisor	1 @	2,626	1 @	2,685

Other Potential Clubs

Archery
 Battle of the Books
 Board Game
 Book
 Computer Coding
 Construction
 Cooking
 Creative Writing
 Drama
 Engineering
 Game
 Geography
 Green Team
 History Day
 Interact with Rotary
 Intramurals
 Lego League
 Makerspace
 Model United Nations
 Music
 Odyssey of the Mind
 Photography
 Robotics League
 Science Olympiad
 Science Team
 Scholar
 Scrabble
 Technology

High School Music Directors and Elementary School Music Program Director: The directors will be paid (\$79 / 19-20 and \$81 / 20-21) per concert or parade for each public event after school hours. The Pep Band Director will be paid the sum of \$2,743 in 2019-20 and \$2,805 in 2020-21 for directing the pep band for regular season contests, plus \$128 in 2019-20 and \$131 in 2020-21 per game for tournament games.

The events will be approved by the Superintendent and will not exceed the following maximums, unless prior approval is obtained from the Superintendent. The maximum numbers are as follows: Band 40, Choir 18, Orchestra 4.

MISCELLANEOUS

Summer School	29.23	29.89
Night School	29.23	29.89
Homebound Instruction	29.23	29.89
Supervisory Activity	29.23	29.89

Vocational - CTE Stipend 1,500 1,534

*Teacher MUST be teaching a class that requires CTE license to receive the stipend
This is the max stipend whether teaching one CTE course or several CTE courses.

**MEMORANDUM OF UNDERSTANDING
PRE-KINDERGARTEN TEACHERS**

Virginia Education Association (“Union” or “VEA”), and Independent School District No. 706 (“District”), hereby enter into this Memorandum of Understanding (“MOU”).

WHEREAS, the Union and the District are parties to a Collective Bargaining Agreement (“CBA” or “Master Agreement”) effective July 1, 2019 through June 30, 2021, governing the terms and conditions of employment for teachers employed by the District, pursuant to the Public Employment Labor Relations Act (“PELRA”), Minn. Stat. §179A.01, *et. seq.*; and

The Union and the District agree as follows:

Effective on the first duty day of the 2019-21 school year, all pre-kindergarten teachers employed by the School District at 0.8 FTE or greater shall be covered by all terms and conditions of employment in the Master Agreement other than Article XV. Teachers working less than 0.8 FTE shall be covered by Article XV and all other provisions referenced in Article XV, Section 7.

The Seniority language from Article XV, Section 3 shall remain in effect for the duration of this MOU.

The parties agree that regarding the implementation of this MOU are subject to the grievance procedure of the Master Agreement.

This MOU shall continue in effect until the ratification of a 2021-2023 Master Agreement.

This MOU constitutes the additional agreement between the parties relating to the terms and conditions of employment for pre-kindergarten teachers. Teachers’ individual rights under Minnesota Statutes, Section 122A.40 remain unaffected by this agreement. No party has relied upon any statements or promises that are not set forth in this MOU. No changes to this MOU are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOU on the dates shown below.

AUTHORIZED REPRESENTATIVE OF VEA

Date Virginia Education Association

INDEPENDENT SCHOOL DISTRICT NO. 706, Virginia

Date Superintendent, ISD 706