

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 199

AND

EDUCATION MINNESOTA INVER GROVE HEIGHTS

JULY 1, 2019 THROUGH JUNE 30, 2021

**INDEPENDENT SCHOOL DISTRICT 199
INVER GROVE HEIGHTS COMMUNITY SCHOOLS
2990 80TH STREET EAST
INVER GROVE HEIGHTS, MINNESOTA**

TABLE OF CONTENTS

ARTICLE I	PURPOSE.....	4
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATION.....	4
ARTICLE III	DEFINITIONS.....	4
ARTICLE IV	SCHOOL DISTRICT RIGHTS.....	6
ARTICLE V	TEACHER RIGHTS.....	6
ARTICLE VI	BASIC SCHEDULES AND RATES OF PAY.....	8
ARTICLE VII	EXTRA COMPENSATION.....	11
ARTICLE VIII	GROUP INSURANCE.....	12
ARTICLE IX	LEAVES OF ABSENCE.....	13
ARTICLE X	HOURS OF SERVICE.....	20
ARTICLE XI	LENGTH OF THE SCHOOL YEAR.....	22
ARTICLE XII	GRIEVANCE PROCEDURE.....	22
ARTICLE XIII	RETIREMENT INCENTIVE.....	24
ARTICLE XIV	RETIREMENT INCENTIVE – 403(b).....	26
ARTICLE XV	POST RETIREMENT HEALTH BENEFIT.....	27
ARTICLE XVI	FINANCIAL LIABILITY: RI AND PRHB.....	28
ARTICLE XVII	SEVERANCE.....	28
ARTICLE XVIII	UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY.....	29
ARTICLE XIX	SHARED POSITIONS.....	34
ARTICLE XX	DURATION.....	34
ARTICLE XXI	ECA COMMITTEE.....	34
ARTICLE XXII	LABOR MANAGEMENT COMMITTEE.....	35
APPENDIX A	2019-2020 SALARY SCHEDULE.....	37

APPENDIX B	2020-2021 SALARY SCHEDULE.....	38
APPENDIX C	EXTRA CURRICULAR ASSIGNMENTS.....	39
APPENDIX D	EXTRA CURRICULAR ASSIGNMENTS – COMMUNITY EDUCATION.....	41
APPENDIX E	DEPARTMENT HEADS.....	42
APPENDIX F	PART-TIME TEACHERS.....	43
APPENDIX G	TEACHERS WHO HAVE RECEIVED RETIREMENT INCENTIVE PAYMENTS.....	44
APPENDIX H	HOURLY ASSIGNMENTS.....	45
MEMORANDUM OF AGREEMENTS		

INDEPENDENT SCHOOL DISTRICT 199
 INVER GROVE HEIGHTS COMMUNITY SCHOOLS
 2990 80TH STREET EAST

INVER GROVE HEIGHTS, MINNESOTA

ARTICLE 1 - PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Inver Grove Heights Community Schools, hereinafter referred to as the School District, and the Inver Grove Heights Education Minnesota, hereinafter referred to as Education Minnesota Inver Grove Heights, Local #1718, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the Education Minnesota Inver Grove Heights, Local #1718 as the exclusive representative of the teachers employed by the school district, which exclusive representation shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2. Appropriate Unit: Education Minnesota Inver Grove Heights, Local #1718 shall represent all the teachers of the District as defined in this Agreement and in said Act.

ARTICLE III – DEFINITIONS

Section 1. 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 education policies of a school district.

Section 2. Teacher: The term “teacher” shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be licensed by the Minnesota Department of Education/State Board of Teaching; but shall not include the superintendent, assistant superintendent, principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, substitute teacher replacing an absent teacher for less than 30 working days, and emergency employees, and other employees excluded by law.

Section 3. Full-time Teacher: The term “full-time teacher” shall mean a teacher whose contract specifies performance of service during the entire basic duty day as specified in Section 1, Article X, herein.

Section 4. Part-time Teacher: This section will be used to determine the status of part-time teachers.

Subd. 1. High School Part-Time Teachers: The duties, preparations and FTEs for part-time teachers in the High School will be based on the following chart. These classes, duties and preparations shall be consecutive. Before and after school duties shall only be assigned to part-time Middle School and High School teachers present at the start or end of the day. The

FTEs determined by this chart will be used throughout this contract and to determine their pro-rata share of benefits.

Classes	Duties	Preps	Out of 21	FTE
1	1	1	3	0.143
2	1	1	4	0.190
3	1	1	5	0.238
4	1	1	6	0.286
5	1	1	7	0.333
6	2	2	10	0.476
7	2	2	11	0.524
8	2	2	12	0.571
9	2	2	13	0.619
10	2	2	14	0.667
11	3	3	17	0.810
12	3	3	18	0.857
13	3	3	19	0.905
14	3	3	20	0.952

Subd. 2. Elementary Part-time Teachers: Elementary Teacher FTEs will be determined by the percent of the 8 hour day that they work, which shall include preparation time. The FTEs determined by this percentage will be used throughout this contract and to determine the pro-rata share of benefits.

Subd. 3. Middle School Part-time Teachers: The preparations and FTEs for part time teachers in the Middle School will be based on the following chart. These classes and preparations shall be consecutive. Before and after school duties shall only be assigned to part-time Middle School teachers present at the start or end of the day. The FTEs determined by this chart will be used throughout this contract and to determine their pro-rata share of benefits. Effective the 2016-2017 school year, middle school teachers may be assigned to a non-instructional advisory/homeroom time each day.

Classes	Preps	Out of 18	FTE
1	1	2	0.111
2	1	3	0.167
3	1	4	0.222
4	1	5	0.278
5	1	6	0.333
6	2	8	0.444
7	2	9	0.500
8	2	10	0.556
9	2	11	0.611
10	2	12	0.667
11	3	14	0.778
12	3	15	0.833

13	3	16	0.889
14	3	17	0.944

Section 5. School District: For purposes of administering this Agreement, the term “School District” shall mean the School Board or its designated representative.

Section 6. EMIGH: References to “EMIGH” shall mean Education Minnesota Inver Grove Heights, Local #1718, AFT, NEA, AFL-CIO.

Section 7. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV – SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: Education Minnesota Inver Grove Heights, Local #1718 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: Education Minnesota Inver Grove Heights, Local #1718 recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

Section 3. Effects of Laws, Rules and Regulations: Education Minnesota Inver Grove Heights, Local #1718 recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Education Minnesota Inver Grove Heights, Local #1718 also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein.

ARTICLE V – TEACHER RIGHTS

Section 1. Right to Views: Pursuant to P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance complaint or opinion on any matters related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of 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 purposes of negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 3. Education Minnesota Inver Grove Heights, Local #1718 shall be credited with twenty-five (25) days per year to be used for Education Minnesota Inver Grove Heights, Local #1718 business by teachers who are officers or designated representatives. Requests initiated by the President of the Education Minnesota Inver Grove Heights, Local #1718 and approved by the School Board designee. Such requests must be made at least three (3) school days in advance. Education Minnesota Inver Grove Heights, Local #1718 shall reimburse the school district for substitute pay however substitute teacher costs will be paid by the District for meetings which require union representation during the teacher work day.

Section 4. Payroll Deductions: Teachers shall have the right to request and be allowed payroll deductions by mutual agreement of the District and the Education Minnesota Inver Grove Heights, Local #1718. The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.

Subd. 1. In the event a teacher chooses to discontinue membership outside of provisions in the dues check off authorization form, the dues deductions shall continue but shall be held in escrow by the School District pending a final notification from the exclusive representative as to whether or not the deductions are to be discontinued. The district shall be held harmless regarding any disputes that arise between the teacher and the exclusive representative.

Subd. 2. Indemnification. The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save 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 as specified by the Exclusive Representative.

Section 5. Direct Deposit: Teachers shall have payroll directly deposited to the financial institution of their choice providing the financial institution accepts direct deposit. The teacher direct deposit shall be one-hundred (100) percent of the teacher's net pay for the pay period.

Section 6. Peer Review: As required by Minnesota Statute 122A.40, subdivision 6 & 8 Peer Review, a District Peer Review Committee shall be established. The make-up of the Committee shall consist of (at least) four (4) teachers appointed by the (EMIGH) and three (3) District Administrative Representatives appointed by the School Board. This Committee shall be charged with establishing a Peer Review Process for all teachers, probationary and continuing contract. Further, this committee shall be responsible to monitor and modify the process as needed. The Peer Review process established shall not interfere nor consider the granting of tenure, discipline, discharge termination or related matter(s) which shall remain within the authority and discretion of the School District as applicable to laws, regulation, School Board Policy and Collective Bargaining Agreements.

Section 7. Liaison Committee: Education Minnesota Inver Grove Heights, Local #1718 may organize a liaison committee of employees from each building. The Committee shall have the right to meet with the building principal at mutually convenient times to discuss matters of professional concern at the building level.

ARTICLE VI – BASIC SCHEDULES AND RATES OF PAY

Section 1. Basic Compensation:

Subd. 1. 2019-2020 Salary Schedule: The wages and salaries reflected in Appendix A, included herein, shall be part of the Agreement for the 2019-2020 school year.

Subd. 2. 2020-2021 Salary Schedule: The wages and salaries reflected in Appendix B, included herein, shall be part of the Agreement for the 2020-2021 school year.

Subd. 3. The salary schedules shall not be construed as part of a teacher's continuing contract. If negotiations for a successor agreement are not completed at the commencement of the 2020-2021 school year, no adjustment shall be made in step advancement of the salary schedule for individual teachers. Horizontal lane changes shall be granted pursuant to the provisions of this Agreement.

Section 2. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule. Teacher's initial lane placement is retroactive to the first day of contract employment provided verification is submitted by September 30th of the school year.

Subd. 1. Four Years or BA Degree: A teacher who has completed a four year course at an accredited institution and has been granted a BA, BS, or BE degree in education and has been granted a certificate from the Minnesota Professional Education Licensing and Standards Board (PELSB) Teaching (including school nurse license and licensed substitutes), shall be placed on the BA lane.

Subd. 2. BA Plus 13 SH/BA Plus 20 QH: The credits earned beyond the BA Degree may be undergraduate or graduate level in his/her teaching field or related subject. No more than eight quarter hours shall be undergraduate level and the remaining twelve quarter hours shall be at the graduate level.

Subd. 3. BA Plus 26 SH/BA Plus 40 QH: A teacher who has earned twenty quarter hours of graduate level credits beyond the BA Plus 20 shall be placed on the BA Plus 40 lane.

Subd. 4. Master's Degree: A teacher who holds an MA Degree in his/her field of teaching, or in education with a major in his/her field of teaching, shall be placed on the MA lane.

Subd. 5. MA Degree Plus 13 SH/MA Degree Plus 20 QH: A teacher who has earned twenty quarter hours of graduate level credit beyond the MA Degree shall be placed on the MA Plus 20 lane. These credits are to be in his/her field or related subject.

Subd. 6. MA Degree Plus 26 SH/MA Degree Plus 40 QH: A teacher who has earned forty quarter hours beyond the MA Degree shall be placed on the MA Plus 40 lane. These credits are to be on the graduate level in his/her field or related subject.

Subd. 7. Specialist Degree or Ph.D. Degree: A teacher who holds a specialist degree or a Ph.D. in his/her field of teaching or in education with a major in his/her field of teaching, shall be placed on the Spec./Ph.D. Lane.

Subd. 8. Prior Experience: A new teacher shall be placed on the lane of the salary schedule as provided in this Article on such step as agreed upon between the school district and the teacher. When a teacher agrees to placement more than/less than the full credit allowance, the Education Minnesota Inver Grove Heights, Local #1718 shall be notified.

Section 3. Lane Changes:

Subd. 1. Effective Date: Individual contracts will be modified to reflect qualified changes once per school year. Teachers must provide a lane change form and official verification of credits to the Human Resource Department. The pay effective date for any lane change shall be the beginning of the next pay period after the date the materials were received by Human Resources. Requests for lane changes submitted after May 30th will be held and applied if granted, at the beginning of the following year.

Subd. 2. Eligibility: All credits and degrees must support a teacher's field of teaching or be education related. Only courses taken on unpaid time and for which the District has not paid the tuition or fees for the course or reimbursed the employee for those costs can be eligible for lane credit. If a course is taken on behalf of the District, teachers shall either have tuition reimbursed or apply the credit towards a lane change.

Subd. 3. Credits: Undergraduate and graduate credits must be taken through an accredited institution. Credits acquired through electronic learning means may be considered for placement on the salary schedule if the primary coursework is offered by an accredited institution. The on-line class must have as its instructional protocol a means to communicate with the instructor via email, chat lines or direct verbal communication. No credits or degrees which involve primary correspondence, self-study, or television will be approved.

Subd. 4. Undergraduate Credit after BA Plus 20: Undergraduate credit beyond the BA Plus 13 SH/BA plus 20 QH shall be granted with prior approval of the Superintendent and requested by the School District for improvement of instruction, or increase course offering. The maximum undergraduate credits earned after the BA Plus 13 SH shall not exceed 8 and BA Plus 20 QH shall not exceed 12.

Subd. 5. Credit Load: During the course of the regular (nine and one-half months) school year, while a teacher is involved in a full-time teaching assignment, the teacher shall be cognizant of the requirement of a full time teaching assignment. They should use their professional judgment as to the number of credits they take during the academic year as to not interfere with their primary teaching responsibility.

Subd. 6. Attainment of Degree: All credits counted towards lane changes beyond the BA lane must be earned after the teacher has received a BA degree. All credits counted towards lane changes after the MA lane must be earned after a teacher has received an MA degree. Once all work has been satisfactorily completed towards a specific degree, pending receipt of that degree, the teacher may begin course work toward another lane advancement. Credits that are part of the degree program but are not in the teacher's "teaching field or related subject" will receive salary schedule recognition retroactive to receipt by the District that said credits were completed, upon completion of the degree program.

Subd. 7. Semester Credits: To convert semester credits to quarter credits multiply by 1.5. (BA+13 SH=BA+20 QH, BA+26 SH=BA+40 QH, BA+40 SH=BA+60 QH, MA+13 SH=MA+20 QH, MA+26 SH=MA+40 QH).

Section 4. Step Advancement:

Subd. 1. Step Advancement: For purposes of step advancement on the salary schedule, a teacher must have been employed one half (1/2) or more of the student contact days in a school year. Employment of less than one half of the student contact days shall not qualify for step advancement.

Authorized sick leave, personal leave, and jury service leave shall be counted toward the one half of the student contact days in a school year requirement.

Subd. 2. A teacher's advancement is subject to the right of the School District to withhold increments for good and sufficient grounds. Before an increment is withheld, the teacher shall be notified in writing and, wherever appropriate, counseled by the administration and given reasonable time and assistance to correct his/her deficiencies. Copies of all notices pertaining to the withholding of an increment shall be sent to the respective member rights chairperson of Education Minnesota Inver Grove Heights, Local #1718. After the withholding of the increments for a school year, the teacher shall, unless there is a subsequent withholding by the District under this Subdivision, be returned to his/her proper step on the salary schedule.

Section 5. Computation of Salary:

Subd. 1. Pay Days: Any teacher with twenty (20) equal payment option in the 2000-2001 school year will be grandfathered into continuance of the twenty (20) pay option. Any teacher with the twenty-four (24) equal payment option in the 2000-2001 school year shall remain on the twenty-four (24) pay option. Beginning with the 2001-2002 school year all new teachers will be placed on twenty-four (24) equal payments. All required statutory deductions and payments shall be payable not later than the 15th and the last day of each month beginning with the 15th day of September and ending with the 30th day of the following June or the following August, depending on the teacher's pay option.

Subd. 2. Computing Salary: A teacher's daily salary is one (1) over the total number of teacher duty days in the adopted calendar.

Section 6. Substitute Teachers:

Subd. 1. Substitute teachers who work more than thirty (30) continuous duty days in a single assignment are considered long-term substitute teachers and are subject to the provisions of the contract.

Subd. 2. Long-term substitute teachers are paid at the base lane and step as provided in Appendix A or B. Long-term substitute teachers teaching more than ninety (90) teacher duty days in one assignment in that school year, shall be placed on the proper lane and step of the salary schedule as provided in Section 2, Subd. 8. The District may at its discretion pay a long-term substitute in accordance with Section 2, Subd. 8, prior to ninety (90) days in the case of a hard-to-fill position.

A teacher whose long-term substitute service is known to exceed ninety (90) duty days in a single continuous assignment shall be paid according to Section 2, Subd. 8, effective as of the date of the assignment. If it is not known if the position will span more than ninety (90) days, the long-term substitute will be paid retroactively to the first day of the assignment after the ninetieth (90) day.

ARTICLE VII – EXTRA COMPENSATION

Section 1. Extra-Curricular Salary: The salaries for Extra Curricular assignments are reflected in Appendix C, included herein, which shall be part of the Agreement. A teacher may choose his/her method of payment through any of the following options: Option 1 – One (1) payment at the end of the season or activity. Option 2 – The ECA payment is prorated for the length of the activity/season.

Section 2. Extra Assignments: Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract unless expressly provided as such in the individual contract. While the school district retains the discretionary power to refuse to continue an extracurricular assignment, it shall give its reasons for non-continuance of a teacher upon said teacher's written request.

Section 3. Department Heads: The position of department heads shall be voluntary. Department heads shall not make written evaluations of members of their department. The appointment shall be for a single school year and the incumbent shall not have continuing contract rights to the position. Department heads will be paid stipends according to Appendix E.

Section 4. Advance Professional Status:

Subd. 1. Teachers, currently employed, shall be reimbursed for National Board Certification. Up to \$2,300, less any statutory deductions, will be reimbursed upon presentation of the certificate. The amount reimbursed will be less any funds received for grants.

Subd. 2. A teacher achieving the National Board Certificate must agree in writing to remain with the School District for at least two (2) consecutive years of service after achieving the certificate. A teacher who fails to complete two (2) consecutive years of service with the

school district, shall repay said monies prorated to the School District forthwith upon cessation of employment in the school district.

Section 5. Third-Party Billing: Third Party Billing: When requested by a supervisor, teachers who provide the district with third party billing services shall receive a \$1,000 stipend per contract year. This stipend will be paid in two equal payments, on December 15 and June 15 of each contract year.

Subd. 1. In the event a teacher does not work the entire contract year, the amount shall be prorated based on total days worked.

Section 6. Certificate of Clinical Competence: The district will reimburse the full amount of the annual licensing fee for the Certificate of Clinical Competence.

ARTICLE VIII – GROUP INSURANCE

Section 1. Health and Hospitalization Insurance:

Subd. 1. The Board shall contribute the following amounts toward the premium for single, 2-party and family coverage for full-time teachers employed by the school district who qualify for and are enrolled in the school district group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Insurance benefit contributions for part-time teachers shall be paid on a pro-rata basis.

	January 1, 2020	January 1, 2021
Single	\$ 786.62	\$ 802.35
Two-Party	\$ 1,176.43	\$ 1,199.96
Family	\$ 1,235.71	\$ 1,260.42

Subd. 2. Married Couples: Married couples, both employed by the district, are entitled to a health insurance contribution from the school district of up to 110% of one single contribution as stipulated above and up to 110% of one family contribution. Any additional premium shall be paid by employees.

Subd. 3. VEBA: The Board shall offer a one-thousand dollar deductible health insurance plan. Eligible teachers (presently enrolled in a district health insurance plan) who elect to enroll in the one-thousand dollar deductible health insurance plan shall receive a monthly contribution of \$80 to a Voluntary Employee's Beneficiary Association (VEBA) account, which will be established by the Board. The contributions to the VEBA account shall be available to the teacher for payment of eligible medical expenses.

Section 2. Income Protection Insurance (Long Term Disability): The school district shall pay the entire premium for the district provided income protection insurance. Income protection shall be two-thirds (2/3) of the employee's annual contract salary and extra-curricular assignment as found in Appendixes A, B and C.

Section 3. Life Insurance: The school board shall contribute 100% of the cost of the premium for an \$80,000 term-life insurance policy for all full-time teachers employed by the school district under the age of 65. Any teacher 65 or older shall be provided with the amount of term-life insurance coverage that can be purchased under the same policy for the same premium amount.

Section 4. Dental Insurance: The school district shall contribute \$42.75 per month toward the dental insurance premium for each full-time teacher. Any additional costs of the premium shall be borne by the employee and paid by payroll deduction.

Section 5. Insurance Continuation: A teacher electing retirement shall be entitled to insurance continuation under M.S. 471.61, if the carrier or carriers permit, to continue as a member of the group for all insurance purposes. The teacher shall pay the full premium for any coverage selected.

ARTICLE IX – LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Teachers contracted for the basic school year shall be eligible for eighty (80) hours of sick leave per contracted year. Teachers during their first three years of service to the school district shall be eligible for ninety-six (96) hours of sick leave per contract year. Sick leave accumulation shall be unlimited. Sick leave shall not accumulate in any complete month during which the teacher is on leave from teaching duties. Sick leave is maintained in hours and teachers are able to use sick leave in hour increments.

For bookkeeping purposes, teachers shall be given the appropriate sick leave credit at the beginning of the contract year, provided in a case of voluntary separation or removal for cause of a teacher to whom sick leave has been advanced in excess of that accumulated, the teacher is required to refund the amount paid for the period of such excess.

Subd. 2. Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to illness which prevented the teacher's attendance at school and performance of duties on that day or days.

Accumulated sick leave may be used for personal illness or illness in the immediate family for such reasonable time as the employee's attendance is necessary per MN Statute 181.941. Additional days may be granted at the discretion of the Superintendent or designee. Immediate family shall be defined as spouse, children (biological, step-child, foster), adult children, sibling, grandparent or stepparent, mother and father, mother-in-law and father-in-law.

Subd. 3. The School Board may require a teacher to furnish a medical certificate from a qualified physician indicating the absence was due to illness. The presentation of the certificate does not automatically qualify the teacher for sick leave pay.

Subd. 4. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 5. Teachers who have accumulated one hundred and seventy (170) days of sick leave may cash in up to five (5) of those days of unused sick leave over one hundred and seventy (170) day in June of each year at a rate of \$100 per day. Requests must be made in writing by the last day of the school year. Payout will be made after the close of each school year.

Subd. 6. Sick Leave Donation Program: If a teacher, their spouse or their children have an extended illness and have exhausted all paid sick and personal leave, the Sick Leave Donation Program provides district teachers access to additional sick leave days donated by fellow teachers. The Sick Leave Donation Program provides teachers with an opportunity to be supported by, and provide support for, colleagues in a time of need. Teachers who choose to participate in this program do so voluntarily.

Recipient Eligibility – An employee will be eligible to receive sick leave donation days up to a maximum of 25 days per school year through the Sick Leave Donation Program. Teachers will become ineligible for donated sick leave when they become eligible for other benefit plans such as Long Term Disability or Worker’s Compensation.

Donor Eligibility – Employees may donate sick leave to the Sick Leave Donation Bank. No other leave types may be donated for the purpose of this program.

Procedure – The bargaining unit will determine if an employee is eligible for the Sick Leave Donation Program. A written notification shall be submitted to the superintendent for the requested number of donated sick days. District staff will verify that an eligible employee has exhausted all of their accrued leave hours, and is not eligible for other benefit plans. The employees will then be informed of their eligibility for the Sick Leave Donation Program days and will be allocated the eligible days needed and available.

Employees will be invited at any time during the school year to donate sick leave days to the sick leave bank. Employees must take donations in full days of sick leave. Human Resources will deduct the days from the respective employee’s accrued sick leave account and notify the employee of the deduction. In the event that an excess of days are donated than those that are required, the unused days will be returned to the respective employee’s sick leave account.

In the event that a teacher needs more than 25 days, the district and union may mutually agree to grant additional days.

Section 2. Funeral Leave: Funeral leave may be granted as follows:

- A) Five (5) days funeral leave may be granted upon death of an employee’s spouse, child, mother or father. Building principals/supervisor must be notified in advance of time off taken due to funeral leave.
- B) Leave may be granted in the amount of three (3) days, if necessary, for the death of first degree kindred of the employee or the employee’s spouse as follows: surrogate parent, great-grandparent, grandparent, grandparent-in-law, grandchild, brother or sister,

daughter-in-law or son-in-law, sister-in-law or brother-in-law, mother-in-law, father-in-law, step-daughter, step-son, step-mother and step-father.

- C) Leave of one (1) day may be granted for the death of the teacher's or spouse's aunt or uncle.
- D) Funeral leave allowed shall not be deducted from the accrued sick leave days earned by the teacher unless covered under sections E or F. Unused sick leave shall not be accumulated.
- E) One (1) day of sick leave may be deducted for funeral leave not covered in A, B or C.
- F) The Superintendent may grant additional days as needed. Such days will be deducted from the accrued sick leave of the teacher.

Section 3. Personal Leave:

Subd. 1. Teachers will be granted thirty-two (32) hours of personal leave per school year, based upon his/her contractual equivalence. Unused personal leave will be allowed to accumulate to a maximum of forty-eight (48) hours. A teacher will be granted eight (8) additional unpaid personal hours per school year which cannot be carried over. Personal leave may be taken in hour increments.

Subd. 2. Personal leave is taken at the teacher's option subject to the following limitations:

- A) Not more than 15% (rounded up) of the teachers in any one building may take personal leave on a single day.
- B) Teachers shall provide the principal with three (3) days notice of intention to take personal leave, except in the case of emergency.
- C) Personal leave may not be taken in the first and last week of student contact time during the school year.
- D) Personal leave may not be taken on days adjacent to winter recess and spring recess.
- E) Personal leave may not be taken on more than five (5) consecutive days.
- F) Exceptions to sentences C, D and E in Subd. 2 may be granted by the Superintendent or his/her designated representative. The decision of the superintendent or his/her designee shall not be subject to review under provisions of Article XII.
- G) Up to four (4) days of unused personal leave may be sold at the teacher's discretion, back to the district at a rate of \$125.00 per day. Teachers must

request payout in writing by the last day of the school year. Payment is to be made after the close of the school year.

- H) Teachers who are fifty (50) years of age or more and have completed twenty (20) years of professional service with the teacher bargaining unit in the Inver Grove Heights School District may cash in four (4) days of unused personal leave days at a rate of \$150.00 per day. Teachers must request payout in writing by the last day of the school year. Payment is to be made after the close of the school year.
- I) Teachers retiring may sell back the maximum accumulation of personal leave allowable under Section 3 at the rate of \$200.00 per day. Payment is to be made after the close of the school year in which said teacher has retired in accordance with Article XVII, Subd. 2.

Section 4. Family Leave:

Subd. 1. Family leave, for a period of up to one (1) year, shall be granted by the school district subject to the provisions of this section and in accordance with the Family Medical Leave Act, P.L. 103-3. Family leave shall be granted because of the need to prepare and/or provide parental care for a minor child or children of the teacher, or for the serious illness of a teacher's spouse, adult child or parent for an extended period of time.

Subd. 2. A teacher making an application for family leave shall inform the Human Resource Department in writing with the intention to take the leave three calendar months before commencement of the intended leave and no less than thirty (30) days before commencement of the intended leave, except in emergency circumstances.

Subd. 3. Employees will be required to use accrued sick leave for any medical related family leave absence. Employees may use other accrued paid leaves after exhausting sick leave or for non-medical related family leaves. Appropriate medical verification must accompany the application for leave of absence as required by the Human Resource Department.

Subd. 4. Up to fifteen (15) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly adopted child or for a father with a newborn child. For adoption, fifteen (15) days of sick leave may be used for adoption processes for up to six (6) weeks following the adoption. The fifteen (15) days of sick leave for fathers of newborns must be used within six (6) months surrounding the birth of the child.

Subd. 5. The school district and/or teacher, may adjust the proposed beginning or end date of a family leave so that the dates of the leave coincide 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, in accordance with the Family Medical Leave Act.

Subd. 6. A teacher returning from family leave shall be re-employed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of a 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 of the leave.

Subd. 8. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the school district to have an opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which a teacher is on family leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A teacher who returns from family leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall accrue additional experience credit of up to twelve (12) weeks under the provisions of the Family Medical Leave Act, P.L. 103-3. No additional credit shall accrue for the period of time that a teacher is on unpaid leave beyond twelve (12) weeks, of the Medical Leave Act, P.L. 103.3.

Subd. 10. A teacher on family leave is eligible to participate in group health insurance programs. The District will continue to make contributions towards the cost of health and hospitalization insurance according to Article VIII, Section 1 for up to twelve (12) weeks of family leave in accordance with the Family Medical Leave Act. When the FMLA period has expired and/or once the employee has exhausted paid time off, the teacher shall pay the entire premium for health and hospitalization insurance. A teacher shall pay the entire premium for such other insurance programs as the teacher wishes to retain, commencing with the beginning of the family leave.

Section 5. Sabbatical Leave:

Subd. 1. A sabbatical leave may be granted to full time teachers who have been continuously employed full time for at least seven (7) years in the School District for the purpose of professional improvement subject to the conditions established by the School board and subject and pursuant to M.S. 122A.49. Sabbatical leave is not a right but a privilege which may be granted by the School Board. Sabbatical leave may be granted to teachers who have demonstrated by his/her performance and their application for sabbatical leave that such experience would enable them to make a contribution to the improvement of the instructional program of District No. 199.

Subd. 2. Sabbatical leave for study shall be limited to an individual centering their study in their area of employment in the School District and shall not be used for retraining in a new area unless at the request of the School Board.

Subd. 3. The proposed program of study must be approved in advance by the Superintendent of Schools and the School Board. During the process of his/her consideration of a recommendation to the School Board, the superintendent shall consult with a District advisory committee regarding the merits of individual applications. The District committee shall have representation from the Association.

Subd. 4. Applications for sabbatical leave shall be submitted in writing to the Superintendent at the earliest possible date but in no case shall be after February 1 of the year preceding the school year in which the leave is sought. Response from the School Board shall be made no later than April 1.

Subd. 5. The number of teachers on sabbatical leave shall be limited to a maximum of one (1) percent of the total professional teaching staff. The granting of sabbatical leave, however, is purely within the discretion of the School Board, and the School District reserves the right to refuse to grant any and all sabbatical leave, for financial or other reasons, if, in the judgment of the School Board, such leaves should not be granted.

Subd. 6. The allowance granted to a teacher on sabbatical leave shall be one-half (1/2) of the basic contract salary (not including any extra-curricular pay) of the individual for the school term for which the application for the sabbatical leave is made. Existing District fringe benefits would be continued upon request of the teacher as outlined in subdivisions 14 and 15.

Subd. 7. A teacher receiving a sabbatical leave of absence must agree in writing to return to the school district for at least two consecutive years of service after completion of the sabbatical leave. A teacher who has received a sabbatical leave and fails to complete two years of service with the school district shall refund on a pro-rata basis those monies received from the school district for sabbatical leave and said monies shall be due and payable in the school district forthwith upon cessation of employment in the school district.

Subd. 8. The application for a sabbatical leave shall contain a detailed description of the intended activity and expected benefit to the School District, including, but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

Subd. 9. If, in its discretion, the School Board grants a sabbatical leave, it may be contingent upon the ability of the School District to secure a satisfactory substitute.

Subd. 10. Sabbatical leave shall not exceed one (1) contract year and shall be awarded not more than once to any teacher in the School District.

Subd. 11. The School District reserves the right to rescind a sabbatical leave approval in the event of an emergency. Notice of intention to rescind shall be made prior to the last teacher duty day of the school year.

Subd. 12. Upon satisfactory completion of a sabbatical leave, the individual shall be assigned an equivalent contractual position.

Subd. 13. A teacher on sabbatical leave shall retain such amount of sick leave days and other accrued benefits which he/she had accrued, if any, at the time he/she went on

sabbatical leave for use upon his/her return pursuant to the sick leave policy. No additional sick leave shall accrue for the period of time that a teacher is on sabbatical leave.

Subd. 14. A teacher who returns from a sabbatical leave shall advance to the next step on the salary schedule.

Subd. 15. The School District will pay one-half (1/2) of the employer contribution toward insurance premiums for the teacher while on sabbatical leave. Accumulated sick leave will be reinstated to the teacher on his/her return to the District.

Section 6. Jury Service: Teachers who are called to jury service during the school year will be permitted time off for such service with full pay minus the amount received from the court for the performed service. The teacher may retain any mileage allowance. Upon being excused from jury service, the teacher shall return immediately to his or her teaching assignment.

Section 7. General Leaves of Absence:

Subd. 1. Teachers may apply for an unpaid leave of absence subject to the provisions of this section. The School Board specifically reserves the right to decline any and all requests for this leave in its sole and unlimited discretion.

Subd. 2. Such leave may be granted by the School District for exchange teaching, further study, Peace Corps, employee organization activities, public office, or other reasons deemed appropriate by the School District.

Subd. 3. There shall be no minimum or maximum time for this leave but shall be stated specifically by the teacher upon making the request.

Section 8. School-Related Injuries: The following provisions shall apply provided the teacher acted professionally and with appropriate precautions.

Subd. 1. A teacher, who is injured in the course of carrying out duties and responsibilities as an employee of the Board, shall, be granted leave without loss of pay for a period not to exceed five (5) days when the injury is a result of an assault. Appropriate medical documentation will be required to document the injury and need for leave. In no case shall the combined benefits paid to the teacher from Worker's Compensation and the use of this leave exceed the teacher's regularly scheduled salary for the period of leave used.

Subd 2. In the event that injury caused by assault in the course of carrying out duties and responsibilities as an employee results in incapacitation or performance of duties for a period longer than provided in Subd. 1 of this section, the teacher may then choose to use his or her accumulated sick leave. In no case shall the combined benefits paid to the teacher from Worker's Compensation and the use of either type of sick leave described herein exceed the teacher's regularly scheduled salary for the period of incapacitation.

Subd. 3. The District shall reimburse teachers for the cost of replacement or repair of personal property damaged or destroyed as a result of an assault which occurs while the teacher is carrying out the duties and responsibilities as an employee.

Subd. 4. Worker's Compensation: Additional benefits over and above those received under the Worker's Compensation Act shall be paid out of the accumulated sick leave of the teacher if the teacher so elects. In no case shall these additional benefits, together with those received under this Act, total more than the teacher's regular salary, nor shall these additional benefits exceed the amount of accumulated sick leave.

ARTICLE X – HOURS OF SERVICE

Section 1. Basic Day: The basic day for a teacher shall be eight hours and shall include a thirty (30) minute duty-free lunch period. During that part of the day when a teacher does not have assigned classes or other supervisory assignments there shall be a minimum of seventy-five (75) minutes of preparation time, at least fifty (50) minutes of which shall occur during the student contact day. Teachers shall be compensated for loss of preparation time and/or loss of duty-free lunch when loss is due to a specific directive by district administration at a rate of \$28.00 per period for high school and elementary teachers and \$33.60 per period for middle school teachers are prorated for any portion of a class period. Teachers will not be compensated for loss of preparation or duty-free lunch for district-wide staff development, adjusted schedules due to student activities, or other special events. Teachers that leave school property during the school day shall sign out with their main office.

Section 2. Flexible Work Day:

- A) A teacher may adjust the starting and ending time of his/her basic eight (8) hour work day as defined in Sections one above, providing that he/she is on duty in his/her building **twenty-five (25) minutes before the official start of the instructional day** and ten (10) minutes after normal student dismissal.
- B) Teachers are responsible for all other normal and customary duties (as defined in Article X), meetings and other professional obligations.

Section 3. Additional Activities: In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic teacher's day as is required by the School Board or its designated representative. The normal duties for teachers include, but are not limited to, a reasonable share of co-curricular, and supervisory activities as determined by the principal, superintendent or School Board. If assigned to a co-curricular activity, the teacher will be provided with a job description.

Section 4. Additional Class Assignment:

Subd. 1. A sixth class in the high school (based on a seven (7) period day) may be assigned by mutual agreement of the principal and teacher in lieu of a supervision assignment. Using Appendix A or B, whichever is applicable, teachers accepting the assignment of the teaching of

a sixth class are to receive additional compensation of one-seventh (1/7) of the teacher's salary, prorated for the period of the assignment.

Subd. 2. A sixth class in the middle school (based on a six (6) period day) may be assigned by mutual agreement of the principal and teacher in lieu of a prep period. Using Appendix A or B, whichever is applicable, teachers accepting the assignment of the teaching of a sixth class are to receive additional compensation of one-sixth (1/6) of the teacher's salary, prorated for the period of the assignment.

Subd. 3. Prior to an employee's being offered the opportunity to teach an additional class, the Union will be given the opportunity to meet with and counsel the employee. First year (without prior experience) employees will not teach more than one trimester of an additional class unless mutually agreed upon by the bargaining agent and the School Board. Each overload must be agreed to each trimester.

Subd. 4. The district must actively seek additional employees to fill overload positions. Documentation shall be presented to the Union upon request. If the District is unable to hire a qualified candidate for an overload, the overload will be presented to any appropriately licensed teacher in the building and the principal will select from any interested teachers.

Section 5. Teaching Assignment: The normal teaching and classroom assignment for each teacher in the School system will be designated by the superintendent or his/her designated representative. Lunchroom supervision, often referred to as lunchroom duty, is not a supervisory assignment or duty assignable to a teacher. However a teacher may agree to volunteer for lunchroom supervision.

Section 6. School Board Rights: The School Board reserves the right to make changes and adjustments in teacher's assignments as the needs of the educational program arise, subject to the terms of the agreement.

Section 7. Licensed Staff: Licensed staff positions such as those listed, will have responsibility for the entire teacher's basic school day, except for a morning and afternoon break:

- Counselors
- Secondary media specialists
- Nurses
- Coordinators or teachers on special assignment
- Secondary vocal/instrumental music teachers with less than five (5) classes

Section 8. Volunteer Substitutes: Teachers volunteering to substitute for absent colleagues shall be paid \$28.00 per period. Middle school teachers shall be paid \$33.60 per period. Any portion of a period shall be paid at a pro-rata amount. Effective July 1 2016, in lieu of payment, teachers may elect to add an hour to accumulated sick leave.

Section 9. Split Classroom: In the event the district is unable to secure a substitute teacher for an absent teacher, classroom teachers who take on extra students for the day will be paid the substitute daily rate of pay in addition to their regular salary. If a special assignment is required to substitute teach, they will be paid the substitute daily rate of pay in addition to their regular salary. When a

specialist has extra students, they will be paid the rate as outlined in Section 8 of this article in addition to their regular salary.

ARTICLE XI – LENGTH OF THE SCHOOL YEAR

Section 1. School Calendar: Pursuant to M.S. 120A.40, the School Board shall, prior to April 1 of each odd-numbered school year, establish the number of school days and teacher duty days for each of the next two (2) school years, and the teachers shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority has determined to conduct school. Prior to setting the calendar for the forthcoming school year, an opportunity will be offered to the exclusive representative to meet and confer on the calendar.

Section 2. School Closings: Teachers shall not be required to make up the first two (2) student contact days of any teacher duty days lost for any reason. Any days beyond the first two days will be determined through mutual agreement of the District and Education Minnesota Inver Grove Heights Local #1718. If the lost hours are required to be made up under MN Statute, the necessary time will be added on to the school calendar as determined by the School Board.

- A) Teachers who were pre-approved for a personal day/hours on a day when school is closed shall not be charged for the personal day/hours.**
- B) Teachers who requested a sick day prior to the district closing school shall not be charged for the sick day/hours.**

Section 3. E-Learning Days: After the first two school closing days, the district shall have the option to declare an e-learning day. Teachers who were pre-approved for a personal or sick day on a day when the district declares an e-learning day and choose to be available to students for the e-learning day may submit an electronic request to the building principal to have the day reimbursed. Teachers will be available to students during regular school hours by phone, email and online processes. The only time staff are not available is during their prep and lunch time.

ARTICLE XII – GRIEVANCE PROCEDURE

Section 1. Definitions:

Grievance: A dispute or disagreement as to the interpretation or application of any terms or terms and conditions contained in this Agreement.

Days: Teacher duty days and summer vacation days except Saturdays, Sundays, and legal holidays.

Resolve: The disposition of a grievance as evidenced by the preparation of a written statement setting forth the terms of the agreement upon settlement and signed by the designated agent of the board and the exclusive representative.

Section 2. Procedural Steps:

Step I. Appeal to the Immediate Supervisor: Whenever a teacher has a grievance, the teacher shall meet with the teacher's immediate supervisor within twenty (20) days after becoming aware of the incident giving rise to the grievance in an attempt to resolve the dispute. If the teacher chooses not to initiate a grievance, the exclusive representative may elect to do so within forty days after the incident giving rise to the grievance occurred. This computation of forty (40) days shall not include days of school summer vacation. If the grievance involves a matter affecting a number of teachers, the exclusive representative may elect to reduce the grievance to writing and submit it directly to the Superintendent.

If the parties are unable to resolve the dispute within the seven (7) days following the first meeting with the immediate supervisor, the exclusive representative shall reduce the grievance to writing and submit it to the Superintendent not later than ten (10) days after denial of the grievance by the immediate supervisor.

Step II. Appeal to the Superintendent: The Superintendent, or his designate, shall meet with the exclusive representative within the seven (7) days following receipt of the written grievance in an attempt to resolve the dispute. If the parties are unable to resolve the dispute within the ten (10) days following the first meeting with the Superintendent, the exclusive representative may submit the unresolved grievance to final and binding arbitration by serving written notice to the Superintendent and no later than five (5) days after denial of the grievance.

Step III. Appeal to Arbitration: The School District and the exclusive representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, they shall request a list of five (5) names from the Public Employment Relations Board. Within the ten (10) days following receipt of the list, the parties shall meet and alternately strike names from the list until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance.

If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin.

Each party shall be responsible for equally compensating the arbitrator for fees and necessary expenses.

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

The decision of the arbitrator shall be final and binding upon the parties subject, however, to the limitations on arbitration decisions contained in P.E.L.R.A.

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the

employee shall waive his/her right to initiate a grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of the arbitrator.

Section 3. Miscellaneous Provisions:

Subd. 1. Teacher Participation: Process of grievances shall be during the regularly scheduled working hours and teachers shall not lose wages due to their necessary participation. For the purposes of this subdivision, teachers entitled to wages during their necessary participation in a grievance proceeding shall be as follows:

- A) The number of teachers equal to the number of District employees participating in the grievance proceeding on behalf of the School District, or
- B) If the number of School District employees participating on behalf of the School District is less than three (3), three (3) teachers may participate without loss of wages.

Subd. 2. Time Limits: The parties, by mutual agreement, may waive any step and/or extend any time limit in the grievance procedure. Failure to adhere to time limits or agreed upon extensions shall result in forfeit of the grievance, or, in the case of the School District or its agents, shall constitute a denial allowing the exclusive representative to appeal the grievance to the next level.

ARTICLE XIII – RETIREMENT INCENTIVE

Section 1. Teachers hired on or before July 1, 1997 who have completed twenty (20) years of full-time consecutive professional service in the teacher bargaining unit of ISD No. 199, qualify for TRA annuity payments as set forth in MN Statute 354.44 and will retire after June 30, 2007 shall be eligible for the retirement incentive pay pursuant to the provisions of the Article.

Section 2. Teachers with less than full-time service, hired on or before July 1, 1997, who have completed twenty-five (25) years of service, worked as a teacher at least .5 FTE for each of the years, qualify for TRA annuity payments as set forth in Minn. Stat. §354.44 and will retire after June 30, 2007 shall be eligible for the retirement incentive on a pro-rata basis. (SEE APPENDIX F).

Section 3. Teachers shall accumulate five (5) days of credit for each full year of actual teaching in the district up until June 30th following their fifty-fifth (55th) birthday. Teachers with qualifying part-time service as set forth in Section 2 shall be eligible for a pro-rata benefit based upon their years of service at .5 FTE or greater.

Section 4. In applying these provisions, for teachers eligible under Section 1 a full-time teacher's daily rate of pay shall be the daily rate for the school year in which the teacher qualifies for the benefit in either Section 1 or Section 2 and in no event shall the daily rate of pay exceed the daily rate of pay on June 30th following the teachers' fifty-fifth (55th) birthday. The daily rate shall not

include any additional compensation for extra-curricular activities, extended employment or other extra compensation.

Section 5. Appendix A or Appendix B longevity amounts, whichever are applicable, are to be included in any Retirement Incentive calculation.

Section 6. Paid leave time (i.e. pursuant to the salary schedule) pursuant to Article IX, Section 1 (Sick Leave, 2 (Funeral Leave), 3 (Personal Leave) and 6 (Jury Duty), approved by the District shall not be considered as less than full-time, nor do these leaves constitute a break in consecutive service.

Section 7. Unpaid leave time (i.e. without salary schedule compensation) pursuant to Article IX, Section 4 (Family Leave) and 7 (General Leave) approved by the District for twelve (12) months or less shall not constitute a break in consecutive service under Section 1. Employees who take unpaid leave in excess of twelve (12) months (excluding leave taken pursuant to the Family Medical Leave Act) during their employment with the district must meet all of the eligibility requirements of Section 2.

Section 8. Any absence without district approved leave shall constitute a break in professional consecutive service required for eligibility under Section 1.

Section 9. One-half of the retirement incentive payment shall be contributed to the employee's 403(b) account on or before May 31, of the same calendar year following receipt of the notice required by Section 13. The second half of the retirement incentive payment shall be contributed to the employee's 403(b) account on or before the following January 15th of the next year. If the teacher dies subsequent to the last teacher duty day, but prior to receiving the teacher's retirement incentive, such payment shall be made to the teacher's estate.

Section 10. M.S. 122A.48, the early retirement incentive statute, also provides an optional early retirement incentive plan for teachers. Teachers eligible for and electing to receive benefits under this Article agree to waive benefits under M.S. 122A.48 in consideration for receiving benefits under this Article. Such teachers are required to sign the forms necessary to obtain reimbursement to the school district under M.S. 122A.48, if such reimbursement can be obtained, as a condition of receiving benefits under this Article.

Section 11. If a teacher becomes disabled and eligible for long-term disability after submitting a notice of retirement pursuant to the February 1st date, but prior to the end of the school year, the teacher has the right to withdraw said retirement up until the last duty day of the year.

Section 12. Retirement Incentive payments shall not be granted to a teacher whose employment is terminated pursuant to M.S. 122A.40.

Section 13. To be eligible for the first Retirement Incentive payment on May 31st, the teacher must give written notice to the Superintendent of retirement from the district by February 1st and retire by June 30 of the same calendar year.

Section 14. Teachers who have received Retirement Incentive payments under the provisions of previous collective bargaining agreements with the district, as set forth in Appendix G, will not be eligible to receive payments under the provisions of this agreement.

Section 15. In no event shall the benefits paid under this Article exceed a teacher's highest salary for a full year.

ARTICLE XIV – RETIREMENT INCENTIVE - 403(b)

Section 1. Teachers hired after July 1, 1997 will be eligible to participate in the 403(b) matching plan according to the terms and conditions set forth in this Article and will not be eligible to participate in the Article XIII RI plan. Employees hired before July 1, 1997 shall have a one-time irrevocable option to switch from the Article XIII RI plan to the 403(b) plan with notice to the District on or before June 30, 2008.

Subd. 1. Members of the teachers bargaining unit may contribute a portion of his/her annual contracted salary to the employee's 403(b) plan upon hire. Teachers become eligible for matching participation when they begin their 3rd year of service in the district and complete and submit the appropriate forms to request matching participation.

Subd. 2. A year of service is determined by Article VI, Section 3, Subd. 12.

Subd. 3. Any years of credited service allowed by the Board for purposes of seniority or salary determination shall not be counted toward determining eligibility for the 403(b) matching plan.

Subd. 4. Teachers with less than a 1.0 FTE shall be allowed to participate on a pro-rata basis determined by their FTE as determined by this master agreement.

Subd. 5. For teachers beginning their third (3rd) year of service credit and/or teachers that have achieved continuing contract status, as determined by provision of this article, the district shall contribute into a 403(b) plan of the teacher's choice from the plans offered a dollar for dollar match of the teacher's contribution up to a maximum of 4% (four percent) of the teacher's annual contractual salary. The district match shall not exceed the maximum allowable by law. The total district matching contribution shall not exceed \$35,000 for an individual teacher. Plans offered will consist of those plans approved by the state.

Subd. 6. The district shall contribute its match during normal payroll periods thru payroll deduction in accordance with Article VI, Section 4, Subd. 2.

Subd. 7. The annual contractual salary is determined by Appendix A or Appendix B salary schedule, whichever is applicable.

Subd. 8. Compensation derived through provisions of Article VII of this master agreement are not to be included in determining annual contractual salary.

Subd. 9. The provisions of this section shall be administered in accordance with the district policy for T.S.A.s.

Subd. 10. Claims against the School District: The parties agree that any description of benefits contained in this article is intended to be informational only and the management of contributed funds is the responsibility of the provider selected by the employee. It is further understood that the District's only obligation is to make contributions as specified in the article and that no claim shall be made against the District pursuant to this section.

ARTICLE XV – POST RETIREMENT HEALTH BENEFIT

Section 1. Eligibility: A teacher must meet all of the following standards to be eligible for the benefits described in this Article.

Subd. 1. A teacher must have completed twenty (20) years of full-time consecutive years of professional service in the teacher bargaining unit of ISD No. 199, qualify for TRA annuity payments as set forth in the Minn. Stat. §354.44 and will retire after June 30, 2007 to receive the payment of the full benefit.

Subd. 2. A teacher with less than full-time service must have completed twenty-five (25) years or professional service, qualify for TRA annuity payments as set forth in the Minn. Stat. §354.44 and worked as a teacher at least .5 FTE for each year to receive the payment of a pro-rated benefit based on the years of service at .5 FTE or greater.

Subd. 3. To be eligible for receipt of the Post-Retirement Health Benefit on August 15, a teacher must give written notice to the Superintendent of intention to retire from the School District by February 1 and retire by June 30 of the same calendar year.

Subd. 4. The Post-Retirement Health Benefit shall not be granted to a teacher whose employment is terminated pursuant to M.S. 122A.40.

Section 2. Description of Post-Retirement Health Benefit: Upon retiring from the School District, teachers shall receive payment of funds to be deposited in trust into a Health Care Savings Plan with the Minnesota State Retirement System equal to 91% of BA, Step 2 on the salary schedule.

Section 3. An employee with less than full-time service shall receive a pro-rated benefit as set forth in Subd. 2.

Section 4. The funds for the HCSP shall be deposited for the retired teacher by August 15th of the same calendar year following receipt of the notice required by Subd. 3. of the year in which the teacher retires.

Section 5. If a teacher dies subsequent to the last teacher duty day, but prior to receiving payment of the funds into the teacher's HCSP account, payment shall be made to the teacher's Estate.

Section 6. In no event shall the benefits paid under this Article exceed a teacher's highest salary for a full year.

ARTICLE XVI – FINANCIAL LIABILITY: RI AND PRHB

Section 1. The school district shall allocate up to \$750,000 into an account each year for the retirement incentive (Article XII) and the post-retirement health benefit (Article XV) (collectively referred to as “Retirement Benefits”). Any unspent allocation shall carry over to the next year. The account will be allowed to accumulate to a maximum of \$1,000,000.

Section 2. If the number of teachers seeking Retirement Benefits causes the financial demand on the Retirement Benefits Account to exceed the amount available in the account, the following method shall be used to determine order of payment:

- A) The Health Care Savings Plan (Article XV) shall be paid first.
- B) Each teacher’s seniority shall be determined by using the most current seniority list.
- C) The most senior teacher shall be paid first from the amount remaining in the Retirement Benefits Account. Each remaining retirement participant, beginning with the next most senior teacher, shall then be paid until all participants have been paid or the Retirement Benefits Account becomes depleted.
- D) If the Retirement Benefits Account becomes depleted before each participant has been paid, those remaining participants shall be paid continuing in order of seniority, as soon as sufficient funds are available. Only after participants carried over from the preceding contract period have been paid will new eligible persons be allowed to begin the process.

Section 3. In the event the account is exhausted and a teacher will not receive their payment, the teacher shall have the right to rescind their notification of retirement within thirty (30) calendar days of receiving notice of non-payment from the district.

ARTICLE XVII - SEVERANCE

Section 1. Bargaining unit members covered by this Master Agreement shall be compensated for unused accumulated sick leave, herein called severance, subject to the following conditions:

Subd. 1. Eligibility: To collect severance compensation under this article, a teacher must meet at least one of the following conditions:

- A) **Retirement and Age:** A teacher must be at least fifty (50) years of age, must have at least twenty (20) years of service in the district and must be retiring from employment in the district. The total contents of the previous sentence shall be considered a single condition.
- B) **Deceased:** The spouse of a teacher shall be eligible for severance compensation under this article if the teacher expires while engaging in a continuing contract of employment with the district. The estate may collect if there is no spouse.

- C) **Disability:** A teacher must incur the disability while in the employment of the district. The disability must preclude further employment in teaching in the district.
- D) **Unrequested Leave:** A teacher who has been placed on unrequested leave will be eligible for severance compensation, provided the criteria outlined in Subd. 1. above have been met, at the time the unrequested leave reinstatement rights expire. Time spent on leaves shall not be credited toward the twenty (20) years of service requirement specified in Subd. 1. A.

Subd. 2. To be eligible for severance pay at the end of the school year, a teacher must give written notice to the district of intention to elect retirement by the February 1st immediately prior to the retirement date.

Subd. 3. Teacher Rights: Should the Minnesota Legislature or any body governing public employees adopt any rule or regulation affecting the teacher's retirement or benefits after a teacher has met the February 1st requirement of school board notification, the teacher shall have the right to rescind said resignation in order to take advantage of those benefits made through legislature action.

Subd. 4. Monetary Limit: Severance compensation under this article shall be determined as follows:

- A) For days 1 through 100 of unused accumulated sick leave, the teacher shall be compensated at a rate of \$75.00 per day.
- B) For days 101 through 170 of unused accumulated sick leave, the teacher shall be compensated at a rate of \$80.00 per day.
- C) Severance compensation shall be paid at the time of retirement, death, disability, or expiration of reinstatement rights from unrequested leave in accordance with provisions of Article XV.
- D) The district's maximum lifetime financial liability for each employee shall be equal to the sum of paragraphs (A) and (B) of Section 1., Subd. 4 above. Situations regarding unrequested leaves of absence are to be settled to the mutual satisfaction of the district and the employee.

Subd. 5. Compensation under this article shall be made in a payment to the employee's 403(b) account, as defined in Subd. 2, on the October 15th following retirement. If the teacher dies subsequent to the last teacher duty day, but prior to receiving severance, such payment will be made to the teacher's Estate.

ARTICLE XVIII – UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY

Section 1. Purpose: This article shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by

consolidation of districts.

Section 2. Definitions:

Subd. 1. For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 2. "Teacher" means a principal, classroom teacher and any other professional employee required to hold a license from the State Department except superintendent and assistant superintendent.

Subd. 3. "Qualified" shall mean a teacher who has a state license with a major.

Subd. 4. "Seniority" means a continuing contract qualified teacher commencing with the teacher's most recent first date of continuous actual service in the School District and shall exclude probationary teachers, and those teachers who are acting incumbents for teachers on authorized leave of absence.

The fraction of the contract for which a teacher is initially hired shall be the fraction of a contract to which that teacher is hereafter entitled based on seniority. That contract fraction shall be called the teacher's "entitlement". All teachers shall be placed on the seniority list from their first date of hire and shall thereafter have seniority rights equal to their entitlement. Anyone required to accept a smaller portion of a contract through operation of this unrequested leave article shall retain rights to their maximum entitlement. If a teacher is later employed on a larger portion of contract, the teacher's entitlement claim shall be to that larger portion of contract or any lesser contract for which the teacher is qualified.

In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by action of the School Board and the teacher, without interruption of regular service, shall retain his original seniority date.

Subd. 5. "School Board" means the local governing Board of the School District.

Section 3. Unrequested Leave of Absences:

Subd. 1. The School Board may place on unrequested leave of absence for a period not exceeding five calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher, the School Board, and the exclusive representative.

Subd. 2. A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence 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.

Subd. 3. 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. 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:

- a) states the applicable grounds for the proposed placement;
- b) provides notice to the teacher of their right to request a hearing on the proposed placement within fourteen (14) days from the receipt of the notice; and
- c) 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. 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 and challenge the proposed placement. The teacher must make a written request to the school board for a hearing before a hearing officer within fourteen (14) days after receiving notification of proposed unrequested leave of absence. If a request for a hearing does not specify that the hearing be before a hearing officer, it is considered to be a request for a hearing before the school board.

Subd. 6. 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 teachers as required above and the hearing officer decision.

Subd. 7. Placement of teachers on unrequested leave shall be done in inverse order of seniority. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority.

Subd. 8. The provisions herein shall not apply if it will result in any violation of the District's affirmative action program which shall include ethnic, race, color or sex; and any

person employed in an affirmative action program may be retained if qualified over a teacher with greater seniority if it is necessary to effectuate the purpose of such affirmative action program.

Subd. 9. When Article XV, Section 3. provisions have been complied with, and if compliance with Article XV, Section 3, Subd. 3. provisions has resulted in a seniority tie, the following steps shall be used to break the seniority tie.

Step 1 - Tie Breaker 1: The teacher having largest number of "credited years of experience" according to the most recent District 199 seniority list shall be retained.

Step 2 - Tie Breaker 2: If compliance with step 1 listed above results in another tie, the teacher with the earliest signing date as listed on the most current District 199 seniority list shall be retained.

Step 3 - Tie Breaker 3: If in compliance with steps 1 and 2 above results in another tie, the teacher with earliest signing time (hour and minute) as listed on the most current District 199 seniority list shall be retained.

Subd. 10. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation and such leave will not result in a loss of credit for years of service in the district earned prior to the commencement of such leave.

Section 4. Reinstatement:

Subd. 1. No new teacher shall be employed by the School District while any qualified teacher is on unrequested leave of absence in the same area of licensure. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the School District in the fields for which they are licensed as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave. Reinstatement rights apply to long term substitute positions known in advance to be for thirty (30) or more working days. 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 a teacher on unrequested leave of absence.

Subd. 2. When placed on unrequested leave, a teacher shall provide their address to the Human Resources Department. Notice of reinstatement or availability of a position will be sent by registered mail return receipt requested. It shall be the responsibility of any

teacher on unrequested leave to provide for forwarding of mail or to notify the Human Resource Department of address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided therein.

Subd. 3. If a position becomes available, the School District shall send notice to all qualified teachers having a valid claim to the position. Such teachers shall have fifteen (15) work days to indicate that they would accept the position. The senior qualified teacher with a valid claim to the position indicating willingness to accept the position will be recalled. Failure to reply in writing to the notice of available position shall constitute waiver of any claim to that position.

Subd. 4. Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

Section 5. Establishment of Seniority List:

Subd. 1. Within sixty (60) student contact days of the beginning of the school year, the School District shall make available an electronic copy of the seniority list to include the following information: name, date of commencement (hour and minute) of last period of continuous employment, license, (including major/minor), credited years of experience at time of hire, and contract entitlement to be prepared from its records. The seniority list shall also include information on probationary teachers.

Subd. 2. Any person whose name appears on such list and who may disagree with the order of seniority in said list shall have ten (10) student contact days from the date the list is made available to supply written documentation, proof and request for seniority change to the Human Resources Department.

Subd. 3. Within ten (10) student contact days thereafter, the School District shall evaluate any written communications regarding the order of seniority and may make changes deemed warranted. A final seniority list shall be revised and shall be binding on the School District and any teacher. Each year thereafter the seniority list shall be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Section 6. Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

ARTICLE XIX – SHARED POSITIONS

Section 1. The School Board/superintendent reserves the right to grant or deny a request for job sharing from its employees. All requests shall be submitted in writing no later than February 1.

Section 2. Seniority shall be unaffected by shared position assignment.

Section 3. All pay and benefits shall be pro-rata.

Section 4. Shared positions shall be voluntary and any written proposal shall be mutually agreeable to all parties; involved employees, bargaining agent, and the district.

Section 5. The School Board/superintendent shall approve or deny the establishment of a shared position by April 1 and shall renew or cancel said proposal annually.

Section 6. Upon dissolution of the shared position, the teacher(s) shall be re-assigned to a teaching position(s) for which the teacher(s) is/are licensed.

ARTICLE XX - DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on **July 1, 2019** through **June 30, 2021**, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing **July 1, 2021**, it shall give written notice of such intent no later than **May 1, 2021**. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and Education Minnesota Inver Grove Heights Local #1718, representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

ARTICLE XXI – ECA COMMITTEE

Section 1. An Extra-Curricular Activity (ECA) Committee shall be established within 30 days of ratification of the master agreement. The ECA Committee shall consist of up to five (5) representatives **designated by** Education Minnesota Inver Grove Heights, Local #1718 and up to five (5) representatives **designated by** the school board. The committee quorum shall consist of four (4) members, two (2) from each organization.

Section 2. The committee shall meet each school year and report to the school board prior to January. Changes proposed by the ECA Committee shall be for implementation the following school year.

Section 3. All new ECA positions shall be presented to the ECA Committee for review. The ECA Committee shall have the ability to make recommendations to the school board as to whether such positions should be established and the placement of the position in Appendix C.

Section 4. The ECA Committee may review existing ECA positions and make recommendations to the School Board as to the need for continuation of the position or the appropriate placement of the position in Appendix C.

Section 5. The establishment, continuation, or compensation of any new or existing ECA position is subject to the approval by the School Board.

Article XXII - Labor Management Committee

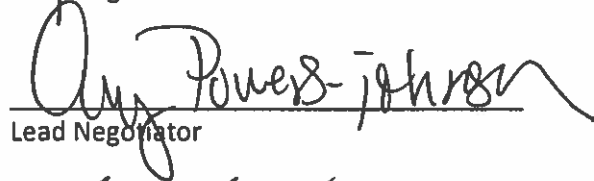
The Union and the District shall establish an ongoing Labor-Management Committee (LMC). The purpose of this LMC will be to discuss issues that impact the terms and conditions of employment, and if needed, recommend language for upcoming rounds of bargaining. The LMC shall meet no less than four (4) times per year at mutually agreed upon times and dates. The LMC will also have the option to meet more often if both parties determine it is necessary. Each party shall determine the number of representatives on their team and who those representatives shall be, with the understanding that if necessary to discuss an issue, the parties may include persons not regularly on their team to discuss that issue.

In witness whereof, the parties have executed this Agreement as follows:

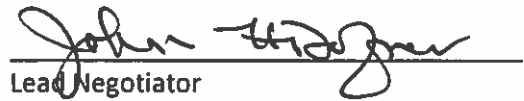
Education Minnesota Inver Grove Heights
Local #1718


President

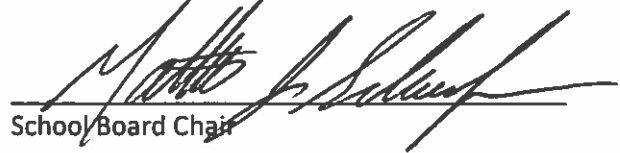

Lead Negotiator


Lead Negotiator


Lead Negotiator


Lead Negotiator

Independent School District 199


School Board Chair


School Board Clerk


Director of Human Resources


Director of Business Services

Date: February 24, 2020

Date: FEBRUARY 24, 2020

**APPENDIX A
SALARY SCHEDULE
2019-2020 SCHOOL YEAR**

	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7	Lane 8
Step	BA	BA+13 SH BA+20 QH	BA+26 SH BA+40 QH	MA	MA+13 SH MA+20 QH	MA+26 SH MA+40 QH	SPED/PH. D.
2	42,489	44,605	46,271	49,329	50,725	52,476	54,062
3	44,154	46,463	48,129	51,468	52,862	54,708	56,296
4	45,858	48,338	50,004	53,607	55,000	56,938	58,528
5	47,602	50,245	51,909	55,746	57,140	59,170	60,758
6	49,383	52,227	53,893	57,962	59,355	61,478	63,068
7	51,206	54,257	55,923	60,334	61,727	63,942	65,532
8	53,063	56,411	58,077	62,859	64,252	66,562	68,149
9	55,040	58,673	60,340	65,537	66,930	69,336	70,924
10	57,091	60,984	62,648	68,376	69,769	72,265	73,852
11	57,091	63,541	65,113	71,364	72,759	75,346	76,936
12	57,091	63,541	67,707	74,572	75,969	78,850	80,437
Longevity A	63,072	69,582	73,948	81,936	83,365	86,321	87,946
Longevity B	63,709	70,218	74,583	82,570	84,001	86,954	88,580
Longevity C	64,341	70,853	75,218	83,207	84,637	87,590	89,216
Longevity D	64,977	71,489	75,856	83,843	85,271	88,225	89,853
Longevity E	65,614	72,122	76,490	84,475	85,905	88,860	90,488

Effective July 1, 2019, Step 1 of the teacher salary schedule was eliminated.

Longevity Increment A: Teachers with 17, 18, 19 or 20 years of experience credited by the District, the last ten of which have been continuously in District 199, shall be placed on Longevity A step or shall have their salary increased by the appropriate amount depending on how they qualify for Longevity. Leaves of any kind are to be counted as continuous service, but not as a year.

Longevity Increment B: Teachers with 21 or 22 years of experience credited by the District, the last ten of which have been continuously in District 199, shall be placed on Longevity B step or shall have their salary increased by the appropriate amount depending on how they qualify for Longevity. Leaves of any kind are to be counted as continuous service, but not as a year.

Longevity Increment C: Teachers with 23, 24, or 25 years of experience credited by the District, the last ten of which have been continuously in District 199, shall be placed on Longevity C step or shall have their salary increased by the appropriate amount depending on how they qualify for Longevity. Leaves of any kind are to be counted as continuous service, but not as a year.

Longevity Increment D: Teachers with 26, 27 or 28 years of experience credited by the District, the last ten of which have been continuously in District 199, shall be placed on Longevity D step or shall have their salary increased by the appropriate amount depending on how they qualify for Longevity. Leaves of any kind are to be counted as continuous service, but not as a year.

Longevity Increment E: Teachers with 29 or more years of experience credited by the District, the last ten of which have been continuously in District 199, shall be placed on Longevity E step or shall have their salary increased by the appropriate amount depending on how they qualify for Longevity. Leaves of any kind are to be counted as continuous service, but not as a year.

**APPENDIX B
SALARY SCHEDULE
2020-2021 SCHOOL YEAR**

	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7	Lane 8
Step	BA	BA+13 SH BA+20 QH	BA+26 SH BA+40 QH	MA	MA+13 SH MA+20 QH	MA+26 SH MA+40 QH	SPED/PH.D.
2	43,339	45,497	47,197	50,316	51,739	53,525	55,143
3	45,037	47,392	49,091	52,498	53,919	55,802	57,422
4	46,775	49,305	51,005	54,679	56,100	58,077	59,698
5	48,554	51,250	52,947	56,861	58,283	60,354	61,974
6	50,371	53,272	54,971	59,121	60,542	62,708	64,329
7	52,230	55,342	57,041	61,541	62,962	65,221	66,843
8	54,125	57,539	59,238	64,116	65,537	67,893	69,512
9	56,141	59,847	61,547	66,848	68,269	70,722	72,342
10	58,233	62,203	63,901	69,743	71,164	73,710	75,329
11	58,233	64,812	66,415	72,792	74,214	76,853	78,474
12	58,233	64,812	69,061	76,064	77,488	80,427	82,046
Longevity A	64,333	70,974	75,427	83,574	85,032	88,047	89,705
Longevity B	64,983	71,622	76,075	84,221	85,681	88,693	90,351
Longevity C	65,627	72,270	76,722	84,871	86,329	89,342	91,001
Longevity D	66,277	72,919	77,374	85,520	86,976	89,989	91,650
Longevity E	66,926	73,565	78,020	86,165	87,624	90,638	92,298

Effective July 1, 2019, Step 1 of the teacher salary schedule was eliminated.

Longevity Increment A: Teachers with 17, 18, 19 or 20 years of experience credited by the District, the last ten of which have been continuously in District 199, shall be placed on Longevity A step or shall have their salary increased by the appropriate amount depending on how they qualify for Longevity. Leaves of any kind are to be counted as continuous service, but not as a year.

Longevity Increment B: Teachers with 21 or 22 years of experience credited by the District, the last ten of which have been continuously in District 199, shall be placed on Longevity B step or shall have their salary increased by the appropriate amount depending on how they qualify for Longevity. Leaves of any kind are to be counted as continuous service, but not as a year.

Longevity Increment C: Teachers with 23, 24, or 25 years of experience credited by the District, the last ten of which have been continuously in District 199, shall be placed on Longevity C step or shall have their salary increased by the appropriate amount depending on how they qualify for Longevity. Leaves of any kind are to be counted as continuous service, but not as a year.

Longevity Increment D: Teachers with 26, 27 or 28 years of experience credited by the District, the last ten of which have been continuously in District 199, shall be placed on Longevity D step or shall have their salary increased by the appropriate amount depending on how they qualify for Longevity. Leaves of any kind are to be counted as continuous service, but not as a year.

Longevity Increment E: Teachers with 29 or more years of experience credited by the District, the last ten of which have been continuously in District 199, shall be placed on Longevity E step or shall have their salary increased by the appropriate amount depending on how they qualify for Longevity. Leaves of any kind are to be counted as continuous service, but not as a year.

**APPENDIX C
EXTRA CURRICULAR ASSIGNMENTS**

A Sports

Basketball Swimming
Football Wrestling
Gymnastics
Hockey

B Sports

Baseball Track
Lacrosse Volleyball
Soccer
Softball

C Sports

Cross Country Running Dance Line
Cross Country Skiing
Golf
Tennis

High School

*Not currently funded by the school district.

Position	2017-18	2018-19	Position	2017-18	2018-19
Adapted Bowling	2020	2040	Marching Band	4,905	4,954
Adapted Bowling Assistant	1616	1632	Marching Drill Instructor	582	588
Annual	3,012	3,042	Music Choir Activity	2,019	2,039
Baseball Head	4,977	5,027	Music Instrumental Head	2,019	2,039
*Baseball Assistant	3,695	3,732	Music Instrumental Contest	980	989
Baseball "B"	3,695	3,732	Music Pops Choir	980	989
Baseball 9 th	2,596	2,622	Music Choreographer	980	989
*Baseball 9 th B Team	1,961	1,981	National Honor Society	2365	2389
Basketball Head Boys	5,856	5,915	National Forensics	692	699
*Basketball Assistant Boys	4,328	4,371	Nordic Skiing Head	4,217	4,259
Basketball "B" Boys	4,328	4,371	Nordic Skiing Assistant	3,116	3,147
Basketball 9 th Boys	3,058	3,089	Soccer Head Boys	4,977	5,027
Basketball Head Girls	5,856	5,915	Soccer Assistant Boys	3,695	3,732
*Basketball Assistant Girls	4,328	4,371	Soccer 9 th Boys	2,309	2,332
Basketball "B" Girls	4,328	4,371	Soccer Head Girls	4,977	5,027
Basketball 9 th Girls	3,058	3,089	Soccer Assistant Girls	3,695	3,732
Cheerleading	2,596	2,622	Soccer 9 th Girls	2,309	2,332
Color Guard	589	595	Softball Head	4,977	5,027
Cross Country Head	4,217	4,259	*Softball Assistant	3,695	3,732
Cross Country Assistant	3,116	3,147	Softball "B"	3,695	3,732
Dance-line Performance Fall	1,299	1,312	Softball 9 th	2,596	2,622
Dance-line Competitive Winter	4,217	4,259	*Softball 9 th B-Team	1,961	1,981
Dance-line 9 th and under	1,673	1,689	*Speech Head	4,155	4,197
Debate Head	5,078	5,129	*Sr. Class Advisor	633	640
Debate Assistant	3,810	3,848	Student Council	2,365	2,389
Football Head	5,856	5,915	Swimming Head Boys	5,856	5,915
Football Assistant	4,328	4,371	Swimming Assistant Boys	4,328	4,371
Football Assistant	4,328	4,371	Swimming Diving Boys	4,328	4,371
Football Assistant	4,328	4,371	Swimming Head Girls	5,856	5,915
*Football Assistant	4,328	4,371	Swimming Assistant Girls	4,328	4,371
Football 9 th	3,058	3,089	Swimming Diving Girls	4,328	4,371
Football 9 th	3,058	3,089	Swimming Synchronized Head	2,596	2,622
Golf Boys	4,217	4,259	Swimming Synchronized Asst	1,846	1,865
Golf Girls	4,217	4,259	Tennis Head Boys	4,217	4,259
Gymnastics Head	5,856	5,915	Tennis Assistant Boys	3,116	3,147
Gymnastics Assistant	4,328	4,371	Tennis Head Girls	4,217	4,259
Gymnastics Assistant	4,328	4,371	Tennis Assistant Girls	3,116	3,147
Gymnastics 9 th	3,058	3,089	Track Head Boys	4,977	5,027
Hockey Head Boys	5,856	5,915	Track Assistant Boys	3,695	3,732
Hockey Assistant Boys	4,328	4,371	Track Head Girls	4,977	5,027
Hockey Assistant Boys	4,328	4,371	Track Assistant Girls	3,695	3,732
Hockey Head Girls	5,856	5,915	Volleyball Head	4,977	5,027
Hockey Assistants Girls	4,328	4,371	*Volleyball Assistant	3,695	3,732
Hockey Assistant Girls	4,328	4,371	Volleyball "B"	3,695	3,732
Jazz Ensemble #1	2,209	2,231	Volleyball 9 th	2,596	2,622
Jazz Ensemble #2	1,766	1,784	Weight Lifting Supervisor	4,559	4,605
Lacrosse Head	4,977	5,027	Wrestling Head	5,856	5,915
*Lacrosse Assistant	3,695	3,732	Wrestling Assistant	4,328	4,371
Link	2,365	2,389			

Middle School

*Not currently funded by the school district.

Position	2017-18	2018-19	Position	2017-18	2018-19
*Baseball 7 th	1,731	1,748	Middle School Athletic Dir	5,770	5,828
Baseball 7 th	1,731	1,748	Soccer Boys	1,961	1,981
Baseball 7 th	1,731	1,748	Soccer Boys	1,961	1,981
*Baseball 8 th	1,731	1,748	Soccer Girls	1,961	1,981
Baseball 8 th	1,731	1,748	Soccer Girls	1,961	1,981
Baseball 8 th	1,731	1,748	Softball 7 th	1,731	1,748
Basketball 8 th Boys	2,194	2,216	Softball 7 th	1,731	1,748
Basketball 8 th Boys	2,194	2,216	*Softball 7 th	1,731	1,748
Basketball 7 th Boys	2,194	2,216	Softball 8 th	1,731	1,748
Basketball 7 th Boys	2,194	2,216	Softball 8 th	1,731	1,748
Basketball 8 th Girls	2,194	2,216	*Softball 8 th	1,731	1,748
Basketball 8 th Girls	2,194	2,216	Student Council	2,019	2,039
Basketball 7 th Girls	2,194	2,216	Swimming Girls	1,961	1,981
Basketball 7 th Girls	2,194	2,216	Swimming Girls	1,961	1,981
Football 8 th Boys	1,961	1,981	Tennis Girls	1,731	1,748
Football 8 th Boys	1,961	1,981	Track Boys	1,731	1,748
Football 8 th Boys	1,961	1,981	Track Boys	1,731	1,748
Football 7 th Boys	1,961	1,981	Track Girls	1,731	1,748
Football 7 th Boys	1,961	1,981	Track Girls	1,731	1,748
Football 7 th Boys	1,961	1,981	Volleyball 8 th	1,731	1,748
Gymnastics	1,501	1,516	Volleyball 7 th	1,731	1,748
*Gymnastics	1,501	1,516	Web	2,019	2,039
Middle Jazz Ensemble	2,019	2,039	Wrestling	2,194	2,216
*Middle School Computer Club	1,788	1,806	Wrestling	2,194	2,216
Middle School Annual	1,903	1,922			

Elementary

Position	2017-18	2018-19
Elementary Student Council	682	689
Elementary Student Council	682	689
Elementary Student Council	682	689
Elementary Student Council	682	689

Miscellaneous Positions

Position	2017-18	2018-19
Announcers	14.05/hour	14.19/hour
Score Board Operators	14.05/hour	14.19/hour
Scorers	14.05/hour	14.19/hour
Security/hour	14.05/hour	14.19/hour
Down Marker Operators	14.05/hour	14.19/hour
Filming and Scouting	14.05/hour	14.19/hour
Chaperones (Bus)/hour	14.05/hour	14.19/hour
Chaperones (Dance)/hour	14.05/hour	14.19/hour
Chaperones (Plays)/hour	14.05/hour	14.19/hour

ECA Career Stipend 1: Teachers with ten (10) to fourteen (14) continuous years, absent of any break, including leaves, in any extracurricular assignment shall have their individual extracurricular assignment compensation increased by 4% of the amount listed in Appendix C of the Agreement.

ECA Career Stipend 2: Teachers with fifteen (15) to nineteen (19) continuous years, absent of any breaks, including leaves, in any extracurricular assignment shall have their individual extracurricular assignment compensation increased by 6% of the amount listed in Appendix C of the Agreement.

ECA Career Stipend 3: Teachers with twenty (20) or more continuous years, absent of any breaks, including leaves, in any extracurricular assignment shall have their individual extracurricular assignment compensation increased by 8% of the amount listed in Appendix C of the Agreement.

**APPENDIX D
EXTRACURRICULAR ASSIGNMENTS**

The programs listed are funded by Community Education. Non-teachers hired for positions listed on Appendix D shall not be paid the rate set forth in Appendix C, but shall be paid a rate as solely determined by Community Education.

Senior High

Destination Imagination
Knowledge Bowl
Math League
Musical Assistant 3 Act Spring
Musical Director 3 Act Spring
Musical Orchestra Director
Musical Designer
Musical Vocal Director
Newspaper
Play – 1 Act
Play – 3 Act Fall
Play – 3 Act Fall Assistant
Play – 3 Act Fall Designer
Quiz Bowl
Theater Technical Director

Middle School

Destination Imagination
Newspaper
Tennis Boys

Elementary

Destination Imagination

**APPENDIX E
DEPARTMENT HEADS**

Department heads shall receive four (4) percent of their individual contract salary when serving as a Department Head during the school year. The Department Head positions for the school year are as follows:

Middle School

English	4%
Math	4%
Physical Education	4%
Science	4%
Social Studies	4%

High School

English	4%
Math	4%
Physical Education	4%
Science	4%
Social Studies	4%

**APPENDIX F
PART-TIME TEACHERS**

Brenda Alsterlund
Kristen Chermak
Kristen Hillesheim
Lisa Ellison
Jennifer Kelly
Michelle Nelson
Linda Potts
Colette Ryan
Jill Serres
Kim Sievert-Disanto
Deana Walsh

**APPENDIX G
RECEIVED RETIREMENT INCENTIVE PAYMENTS**

Michael Murr

**APPENDIX H
ADDITIONAL RATES OF PAY**

Effective July 1, 2019

Assignment	Rate of Pay
New Probationary Teacher Workshop (prior to the opening week of school)	\$130.00/day
Curriculum Writing	\$27.00/hour
Voluntary Staff Development (not including lunch)	\$21.66/hour for less than 6 hours \$130.00/day
Required Staff Development * (not including lunch)	Teacher's contracted hourly rate of pay
Staff Development Trainer	\$45.00/hour
Staff Development Trainer Preparation (one hour of preparation time for a presentation up to one hour in length and an additional thirty minutes of preparation for each additional hour of presentation time)	\$45.00/hour
Counselor Additional Days Beyond Regular Contract Year	Teacher's contracted hourly rate of pay
Loss of lunch and loss of prep time	\$28.00/period (high school and elementary) \$33.60/period (middle school)
Summer School Teacher	BA (Lane 2), Step 2

*Required Staff Development will also be offered on a designated duty day, but shall not include additional compensation.

The district may also offer enrichment professional development courses, not required for teachers/staff members. The presenter and attendees will not be paid for these courses, however, CEU's may be offered.

MEMORANDUM OF AGREEMENT


This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 199 (hereinafter "District"); and Education Minnesota Inver Grove Heights (hereinafter "Union"), exclusive representative for teachers. It is entered into for the exclusive purpose of clarification of Article XIII – Retirement Incentive, specifically Section 1, Section 2 and Section 3.

The parties agree that Article XIII Section 2 pertains to teachers who have part-time service in Inver Grove Heights Community Schools. Teachers with less than full-time service, hired on or before July 1, 1997, who have completed twenty-five (25) years of service, who have worked as a teacher for at least .5 FTE for each of the twenty-five (25) years and qualify for TRA annuity payments as set forth in Minn. Stat. §354.44, are eligible for the retirement incentive on a pro rata basis. Teachers who have part-time service identified are listed in Appendix F of the collective bargaining agreement.

The parties further agree that teachers listed in Appendix F, upon completion of twenty (20) years of full-time consecutive service, that qualify for TRA annuity payments as set forth in Minn Stat. §354.44 become eligible for the retirement incentive based upon the criteria outlined in Section 1. Pursuant to Article XIII, Section 3, these teachers shall accumulate five days of credit each full year of actual teaching at ISD No. 199 and a pro-rata benefit for years of part-time teaching at .5 FTE or greater up until June 30th following their 55th birthday.

This Memorandum of agreement is effective as of the date of signing of this agreement. The parties agree that this Memorandum of Agreement shall have no bearing on and will not impact any employee that retired prior to the 2014-2015 school year.

Education Minnesota Inver Grove Heights
Local #1718




President



Lead Negotiator

Independent School District 199



School Board Chair



School Board Clerk



Director of Human Resources

Date: February 24, 2020

Date: FEBRUARY 24, 2020

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 199 (hereinafter "District"); and Education Minnesota Inver Grove Heights (hereinafter "Union"), exclusive representative for teachers.

The district acknowledges and supports the need for all special education teachers to receive time for due process and student service requirements.

1. **Supplementary Duties:** The Director of Special Services and Assistant Director of Special Services will work with principals who supervise special education programming in their buildings to remove supplementary duties such as bus duty and extra team assignments from special education teachers and service providers to allow additional time to meet due process and student service requirements.
2. **Due Process Time:** The district will provide the following support to special education classroom teachers in the elementary and middle schools to assist with the timely and proficient completion of due process responsibilities.
 - a. Each of the above mentioned licensed special education teachers may request a due process day as needed throughout the school year, 16 hours per year of which will be guaranteed. Days that are not approved will be tracked. Teachers will follow the district procedure for requesting the time so that administrators can review the availability of substitutes when needed.
3. **Review:** The supports provided above will be reviewed with Education MN IGH in March of 2021 to determine whether these measures have been effective in supporting the work of special education teachers and service providers. The district reserves the right to modify or discontinue any of these supports after June 30, 2021, at its sole discretion, based on the needs of students and the budgets of the district.

Education Minnesota Inver Grove Heights
Local #1718

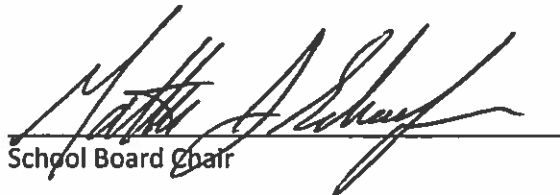


President



Lead Negotiator

Independent School District 199



School Board Chair



School Board Clerk



Director of Human Resources

Date: February 24, 2020

Date: FEBRUARY 24, 2020