

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TWIN CITIES GERMAN IMMERSION SCHOOL

AND

**EDUCATION MINNESOTA FEDERATION OF CHARTER SCHOOL
EMPLOYEES; TWIN CITIES GERMAN IMMERSION SCHOOL**

EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023

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Article I Purpose

Section 1. Parties: THIS AGREEMENT is entered into between the Twin Cities German Immersion School (hereinafter referred to as the Employer) and Education Minnesota Federation of Charter School Employees: Twin Cities German Immersion School (hereinafter referred to as the Exclusive Representative) pursuant to and in compliance with the National Labor Relations Act, as amended (hereinafter referred to as the NLRA) to provide, in writing, the agreed upon terms and conditions of employment for instructional staff during the duration of this Agreement.

Article II Recognition of Exclusive Representative

Section 1. Recognition: In accordance with the NLRA, the Employer recognizes Education Minnesota Federation of Charter School Employees: Twin Cities German Immersion School as the Exclusive Representative of instructional staff employed by the Twin Cities German Immersion School defined in Article III, Section 3 who are employed by the Employer. The Exclusive Representative shall have those rights and duties as established by the NLRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all of the instructional staff employed by the Employer, as defined in Article III, Section 3, of this Agreement.

Article III Definitions

Section 1. Employer: as used herein includes the Twin Cities German School Board of Directors (school board) or its designated representative(s).

Section 2. Terms and Conditions of Employment: shall mean the hours of employment, the compensation therefore including fringe benefits, except contributions to the Teachers' Retirement Association as required by state statute but does not mean the educational policies of the Employer.

Section 3. Teacher: shall mean all full-time and regular part-time instructional staff, including classroom and special education instructors employed by the Employer at its St. Paul, Minnesota facility; excluding Board Members, classroom instructional assistants, office staff, lunchroom staff, managers, guards and supervisors as defined in the Act as amended, and all other employees. Throughout this Agreement, the terms teacher(s), instructional staff, and instructional employees may be used interchangeably, unless the context indicates otherwise.

Section 4. Full-Time Teacher: shall mean a member of the bargaining unit who is regularly scheduled to work at least eight (8) hours per day, inclusive of a duty free lunch, for 188 days during the school year.

Section 5. Part-Time Teacher: shall mean a member of the bargaining unit who is regularly scheduled to work fewer than eight (8) hours per day, inclusive of a duty free lunch, or fewer than 188 days during the school year.

Section 6. School Year: shall mean the period of time from July 1 to June 30.

Section 7. Other Terms: Terms not specifically defined in this Agreement shall have those meanings as defined by the NLRA

Article IV Employer Rights

Section 1. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of Twin Cities German Immersion School within its legal limitations, and with its primary obligation to provide educational opportunity for the students of Twin Cities German Immersion School.

Section 2. Inherent Managerial Rights: The exclusive representative recognizes that the Employer 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; the selection and direction and number of personnel; and taking whatever action is either necessary or advisable to determine, manage and fulfill the Employer's mission and to direct the Employer's employees.

The Employer's failure to exercise any right hereby reserved to it, or the Employer's exercise of any such right, shall not be considered a waiver of the Employer's right to exercise such right or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The foregoing enumeration of Employer rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to Employer.

Section 3. Effect of Laws, Rules, and Regulations:

Subd. 1. The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform the duties and responsibilities prescribed by the Employer and shall be governed by the laws of the State of Minnesota and by the Employer's rules, regulations, directives, and orders issued by the Employer's properly designated officials.

Subd. 2. The Exclusive Representative also recognizes the right, obligation, and duty of the Employer and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Employer insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Subd. 3. All provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations, and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**Article V
Teacher Rights**

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right or any member of the bargaining unit to express or communicate a view, grievance, complaint or opinion on any matter related to the conditions or compensation of employment or their betterment, so long as the same is not designed to or does not circumvent the right of the exclusive representative or interfere with or disrupt the Employer's operations.

Section 2. Right to Organize: Members of the bargaining unit shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

Section 3. Personnel Files:

Subd. 1. Upon the written request by the employee, the Employer shall provide the employee with an opportunity to review the employee's personnel file. The employer shall comply with a written request no later than three (3) working days after receipt of the request. The personnel file must be made available for review by the employee during the Employer's normal hours of operation at the administrative offices. After the review and upon the employee's written request,

the Employer shall provide a copy of the file to the employee. The Employer shall not charge a fee for the copy, so long as the employee has not made a request for copies within the preceding twelve (12) months.

Subd. 2. Teachers shall receive a copy, either electronically or by paper, of any formal evaluation that is placed in the teacher's individual personnel file. Teachers will be given the opportunity to sign each written evaluation acknowledging receipt of the evaluation before a copy is placed in the teacher's personnel file. Teachers may submit information that is pertinent to the evaluation for inclusion in the teacher's personnel file.

Article VI Exclusive Representative Rights

Section 1. Meet and Confer: "Meet and Confer" means the exchange of views and concerns between Employers and the employees on subjects which are not terms and conditions of employment.

Subd. 1. The Employer and Exclusive Representative recognize the benefit of meeting and conferring on matters relating to employment which are not terms and conditions of employment.

Subd. 2. The Exclusive Representative shall select up to three representatives to meet and confer with the Employer on matters which are not terms and conditions of employment.

Subd. 3. If requested by either party, the parties shall meet and confer up to three (3) times per school year. The parties may meet and confer more than three (3) times per year by mutual consent. The time and location of such meetings shall be determined by mutual agreement.

Subd. 4. Either party may bring any issue to Meet and Confer so long as the issue is not a term and conditions of employment.

Section 2. Union Security and Dues Checkoff:

Subd. 1. Dues Checkoff.

- (a) Any member of the bargaining unit may authorize the Employer to deduct from his/her pay the amount of dues charged by the Exclusive Representative. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective.

- (b) Upon receipt of a signed Exclusive Representative authorization card of the employee involved, the Employer shall deduct from the employee's pay the duly authorized union dues, payable by the employee to the Exclusive Representative during the period provided for in said authorization.
- (c) When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing and forwarded to the Payroll Office within that week.
- (d) The Exclusive Representative will determine and notify the Employer of the annual amount/amount per pay period to be deducted. The Exclusive Representative shall notify the Employer of any change in the rates of membership dues in each year.
- (e) The exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the Employer harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the union dues specified by the exclusive representative as provided herein. This provision does not apply to a grievance brought by the Exclusive Representative against the Employer.

Subd. 2. Remittance. Payroll deductions provided shall be remitted to the Exclusive Representative within fourteen (14) days after the deduction was made. The Employer shall furnish the Exclusive Representative with a record of those for whom deductions have been made and the amounts of the deduction.

Subd. 3. Information to the Exclusive Representative. The Employer shall, upon request, provide the Exclusive Representative with the name, address, telephone number and hiring date of any new employee hired and, further, the Employer shall, upon request, provide the Exclusive Representative with the name of any employee covered by this Agreement who terminates employment.

Section 3. School Buildings and Facilities

Subd. 1. Use of Facilities, Mail Boxes, Email, and Bulletin Boards: The Employer shall permit the Exclusive Representative to use building facilities for meetings pertaining to official Exclusive Representative business. The Employer shall permit the Exclusive Representative to use the mail boxes, email, and designated bulletin board for official Exclusive Representative business. In all cases, such use must be reasonable, take place outside of the regular duty day, and not

interfere with the Employer's operations.

Section 4. Exclusive Representative Leave Days: A maximum of five (5) duty days for the school year may be used as Exclusive Representative Leave Days, to conduct business necessary to the Exclusive Representative. If requested, Exclusive Representative Leave Days shall be granted. Additional days may be granted on the approval of the Employer's Director. Any teacher designated by the Exclusive Representative to use Exclusive Representative Leave Days, shall be subject to the following conditions:

Subd. 1. Upon three (3) work days written notice from the Exclusive Representative President to the Director, a designated teacher or designated teachers may be absent from duty. Said notice shall contain the name of the designated teacher(s) and the date(s) of absence.

Subd. 2. For the duty day(s) of absence of a designated teacher(s), the Exclusive Representative shall reimburse the Employer for the daily cost of the absent teacher(s). This daily cost shall consist of the absent teacher's daily rate of pay, TRA, group insurance benefits, and employer payroll taxes.

Section 5. Negotiations Meetings Scheduled During Working Hours: When meetings are mutually scheduled by the parties to engage in contract negotiations during working hours, up to four (4) teachers, upon proper notification, shall be relieved by a substitute and shall suffer no loss of pay. For the duty day of absence of a designated teacher(s), the Exclusive Representative shall reimburse the Employer for the daily cost of the substitute teacher(s) who replaces the absent teacher(s). This daily cost shall consist of the absent teacher's daily rate of pay, TRA, group insurance benefits, and employer payroll taxes.

Article VII Length of School Year

Section 1. Teacher Duty Days: The number of teacher duty days shall be 188 for non-probationary teachers and 197 during probationary teachers' first or second year of employment, depending on when the additional training for probationary teachers can be provided and attended.

Subd 1. In the event parent-teacher conferences are held outside of the duty day as provided by Article VIII, Section 5, a corresponding amount of work hours or duty days shall be reduced and those hours or days shall be designated as compensation time. Teachers shall not be required to report to duty during this compensation time.

Subd. 2. For teachers who are hired to start at the beginning of the school year, up to one hour of one duty day before the start of student contact days will be reserved for the Exclusive Representative to meet with newly hired teachers at Twin Cities German Immersion School.

Subd 3. Days on which the fall professional conference provided by Education Minnesota occurs shall not be designated as teacher duty days.

Section 2. Adoption of Calendar: The Board of Directors will adopt calendars for the appropriate school year(s). The Exclusive Representative and the Employer shall meet and confer on the calendar for the upcoming school year(s) and shall present its calendar recommendations, if any, to the Board of Directors no later than April 1 of the appropriate year. The Exclusive Representative and the Employer will make every reasonable effort to present to the Board of Directors for consideration a calendar which meets contractual and legal obligations.

Section 3. School Closings: Teachers shall not be required to make up the first two (2) teacher days lost due to cancellation by the Employer for any reason.

Subd. 1. If an employee has previously arranged for use of any leave as stated in Article XII and school is closed for any reason, the employee will not have that leave day or pay deducted. Provided, however, that an employee who is on an unpaid leave does not have the right to be paid on a day that school is closed.

Article VIII Teacher Work Day

Section 1. Basic Day: The basic teacher day for full-time teachers shall be eight hours, inclusive of a duty free lunch.

Section 2. Duty Hours: The specific hours of the basic day will be designated by the Employer.

Section 3. Duty Free Lunch: Each .75 FTE or greater teacher shall be provided with a duty free lunch period of at least thirty (30) minutes (or prorated equivalent thereof) within the eight hour basic day.

Section 4. Additional Activities: In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the teacher's basic day as is required by the Employer. Such activities include but are not limited to staff meetings, professional development training and Professional Learning Communities.

Section 5. Required Activities Outside the Basic Day: In addition to the basic day, teachers shall be required to participate in each of the following:

Subd. 1. One Back to School Night activity per school year (not to exceed three (3) hours in length.)

Subd. 2. The total number of parent-teacher conference hours for a school year, whether during the teacher's basic day or outside of the teacher's basic day, shall not be scheduled by the Employer to exceed twenty-four (24) hours.

Subd. 3. When teachers are required to attend an activity that begins after the completion of the teacher duty day, the teacher shall be excused from duty at the completion of the student day on the day the activity occurs.

Section 6. Preparation Time: Teacher preparation time shall be defined as a single block of time, no less than fifty (50) minutes, occurring during the student contact day, for the teacher to prepare for his/her teaching assignment(s). Exceptions to this may be made by mutual written agreement between the Employer and the Exclusive Representative of the teachers. In the case of early release or a modified schedule, preparation time may be modified accordingly.

Subd. 1. Teachers who modify or adapt German curriculum for the immersion setting for at least 75% of a full time teacher's time shall be provided with an additional fifty (50) minutes of preparation time per week. This time need not be provided in a single block of time. A prorated amount of the time will be provided during weeks containing fewer than five (5) student days.

Subd. 2. Except in the event of an emergency, the teacher shall not be responsible for building activities, meetings, instruction or student supervision during preparation time unless the teacher agrees to waive this restriction.

Subd. 3. Teachers who agree to substitute teach or are directed to perform duties not associated with preparing to instruct students during their preparation time will be paid at a rate as stated in Schedule D in this agreement for any portion of lost preparation time. The rate shall be prorated based upon the amount of preparation time lost.

Section 7: Additional Duties: Should the need arise and the teacher agree, a teacher may teach an additional class during the student contact day. Compensation for an additional class shall be on a prorated basis based on the teacher's normal rate of pay.

Section 8. Special Education:

Subd. 1. Due Process Report Writing and Documentation. Upon approval of the TCGIS special education administrator, an IEP Case Manager may be granted two two-hour weekly blocks of time to be used as needed to complete due process compliance requirements in a non-instructional environment.

Subd. 2. Special Education Workload and Issues Committee. This joint committee shall consist of the Special Education administrator, Human Resources Director (or similar designee who is responsible for staffing decisions), and at least two special education teachers. The committee shall meet three times per year to develop and review policies and practices related to the delivery of student and Special Education services in the District and be proactive in resolving issues of concern to both parties. This committee will make recommendations regarding workloads across different case managers and to balance workload requirements to effectively support student services and outcomes.

Subd. 3. Special Education Supervision Assignments. Upon mutual agreement between the special education administrator and teacher, a special education teacher may be excluded from student supervision assignments within the duty day in situations when student needs take precedence over supervision assignments.

Subd. 4. Middle School Advisory. Upon mutual agreement between the special education administrator and teacher, a middle school special education teacher shall not be required to teach an advisory in the general education setting.

Article IX Probationary Period

Section 1. The first three full years of a teacher's continuous teaching experience for the Employer are deemed to be a probationary period of employment. In the event a probationary teacher lacks sufficient German language skills to instruct students in German, the Employer may extend the probationary period by no more than one year. After completion of the probationary period, the teacher may be terminated only for cause or placed on layoff.

Section 2.

(a) During the probationary period, the Employer maintains the right to terminate the teacher as the Employer sees fit. If the teacher provides a written request for the reason(s) for termination, the Employer must give the teacher its reason in

writing within ten days after receiving such request. The Employer will endeavor to give the teacher 14 days' notice of termination when possible.

(b) If the Employer has made a decision by April 10th to terminate a probationary teacher's employment at the end of the school year, it will notify the teacher of that decision on or before April 15th. This provision does not limit or restrict the Employer's ability to terminate a probationary teacher's employment at any time as it sees fit.

Section 3. During the probationary period, the teacher, shall retain the right to terminate their own employment as they see fit. The teacher will endeavor to give the Employer 14 days' notice of resignation when possible.

Section 4. A probationary teacher must complete at least 120 days of service during the probationary period in order for that year to be considered a "full" year of teaching experience and to count toward completion of the probationary period.

Section 5. Discipline during the probationary period shall not be subject to the grievance procedure.

Section 6. In their first year of employment at TCGIS, all teachers shall be assigned a grade level or subject area resource support teacher.

Article X Discipline

Section 1. Discipline: No employee shall be disciplined or discharged from employment by the Employer except for just cause.

Section 2. Progressive Discipline: Discipline will normally follow the progression identified below. The Employer, however, reserves the right to deviate from this progression depending upon the nature and severity of the teacher's misconduct.

- 1) Oral reprimand and directive
- 2) Written reprimand and directive
- 3) Suspension with or without pay
- 4) Termination

Section 3. Grievance Procedure: Except as otherwise provided in this Article, a disciplinary action or termination shall be subject to the grievance procedure as set forth in Article XI of this Agreement.

Section 4. Administrative Leave: Should an allegation arise which the Employer feels compelled to investigate, the Employer may elect to place an employee on administrative leave during the investigation process. If the Employer chooses to place the employee on administrative leave, the employee shall suffer no loss of pay and no loss of any benefits afforded to them in this Agreement during the time period the employee is on administrative leave.

Section 5. Investigative Meeting: Disciplinary action, other than an oral reprimand, shall not be taken without first holding an investigative meeting with the employee to determine the facts of the incident. A written notice of the meeting shall be given to the employee prior to the meeting. The notice shall include the time, location, and purpose of the meeting.

Section 6. Procedures for Termination: Prior to termination, the Employer must notify the teacher in writing and state its grounds for the proposed termination in reasonable detail. The termination may be challenged through the grievance and arbitration provision contained in this agreement.

Article XI Grievance Procedure

Section 1. Grievance Definition: A "grievance" shall mean a written allegation by the Exclusive Representative resulting from a dispute or disagreement as to the interpretation or application of this Agreement.

Section 2. Representative:

Subd. 1. The Employer may be represented during any step of the grievance procedure by any person or agency so designated.

Subd. 2. The teacher shall be represented by the Exclusive Representative, at any step of the grievance procedure.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: The time limits specified in this Agreement may be extended by mutual agreement of the Employer and the Exclusive Representative. In addition, the parties may waive any level of the grievance procedure by mutual agreement.

Subd. 2. Days: A reference to days regarding time periods in this procedure shall refer to the days Monday through Friday, excluding days designated as holidays by Minnesota law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by this procedure, the date of the act, event, or default shall not be included.

Subd. 4. Filing and Postmark: The filing or service of any notice may be hand delivered, e-mailed or mailed via the United States Postal Service. If a document is mailed, it shall be deemed timely if it bears a postmark of the United States Postal Service within the time period.

Section 4. Time limitation and Waiver:

Subd. 1. Grievances shall not be valid for consideration until the grievance is submitted in writing to the Employer's designee, setting forth the facts of the grievance, the specific provisions of the Agreement allegedly violated, and the particular relief sought, within twenty (20) days from the date giving rise to the grievance. Failure to file a grievance within such time period shall be deemed a waiver of the grievance.

Subd. 2. Failure of the Employer or its designated representative to respond to the grievance within the time limits hereinafter provided may be considered a denial and is appealable to the next step.

Section 5. Adjustment of Grievances: The Employer and the Exclusive Representative shall attempt to adjust all grievances that may arise in the following manner:

Subd. 1. Informal Level: Before reducing a grievance to writing, an effort shall first be made to adjust an alleged grievance informally between the appropriate parties.

Subd. 2. Level I: If the grievance is not resolved through informal discussions, the Exclusive Representative shall submit the grievance in writing to the Employer's designee. Within ten (10) days of receipt of the written grievance, the parties shall then meet for the purpose of trying to resolve the grievance. The Employer shall give a written decision on the grievance to the Exclusive Representative within ten (10) days after the meeting.

Subd. 3. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed, by the Exclusive Representative, to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, a time that is mutually agreeable to both parties to hear the grievance shall be set

within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved.

Subd 4. Level III: In the event the Exclusive Representative and the Employer are unable to resolve a grievance, the grievance may be submitted to binding arbitration.

Section 6. Arbitration Procedures: A request for arbitration must be filed in writing, and signed by the Exclusive Representative. Such request must be submitted within ten (10) days following the decision at Level II.

Subd. 1. Selection of Arbitrator: The Employer and the Exclusive Representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the Exclusive Representative are unable to agree on an arbitrator, they may request from the Commissioner of the Minnesota Bureau of Mediation Services a list of seven (7) names. The list maintained by the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of seven (7) arbitrators 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 the flip of a coin.

Subd. 2. Hearing: The Arbitrator shall hear the grievance and both parties may be represented by such person or persons as they may choose and designate. The parties shall have the right to a hearing at which time both parties will be afforded the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue(s) before the Arbitrator.

Subd. 3. Decision: Decisions, in cases properly before the Arbitrator, shall be final and binding upon the parties, subject to the provisions of applicable law.

Subd 4. Expenses: Each party shall bear its own expenses in connection with the arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The party requesting the transcript shall bear all expenses for said transcript or recording. The fees and expenses for the neutral arbitrator's services shall be borne equally by the Exclusive Representative and the Employer.

Subd. 5. Jurisdiction: The Arbitrator shall have jurisdiction over grievances properly before the Arbitrator pursuant to the terms of this Article. The

jurisdiction of the Arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall the Arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

Article XII Leaves of Absence

Section 1. Sick Leave: Beginning with the first duty day of each school year, employees shall receive a total of eight (8) sick leave days per year, to be earned and credited to the employee on a monthly basis. Employees may accumulate sick leave to a maximum of twenty-nine (29) days.

Subd. 1. Use of sick leave with pay will be allowed by the Employer whenever an employee's absence is due to illness or injury of the employee which prevents the employee's attendance and performance of duties on that day or days.

Subd. 2. Sick leave shall be deducted from the accrued sick leave days granted to the employee in no less than half day increments.

Section 2. Leave of Absence for Disability:

Subd. 1. Teachers qualifying for the long term disability insurance benefits provided in this Agreement will be granted a leave of absence for disability without pay for up to twelve (12) months from the date of expiration of sick leave or from the date of income protection benefits eligibility, whichever comes first. The teacher's employment shall automatically be terminated at the end of this twelve (12) month leave, unless the Teacher produces medical documentation to the Employer's satisfaction that he or she is able to resume teaching either during or immediately upon the expiration of the leave. The Employer may request a second medical opinion from a doctor selected by the Employer, and the Teacher must comply and fully cooperate with this request, including signing appropriate medical information releases.

Subd. 2. A teacher on leave of absence for disability may participate in the group insurance coverage provided in this Agreement. An eligible teacher on a leave of absence, which is covered under the provisions of the Family and Medical Leave Act, may participate, for a period not to exceed 12 weeks, in the group insurance coverage provided in this Agreement under the same conditions as if the employee had continued in continuous employment during the duration of the leave. After 12 weeks they may participate by timely paying 100% of the premium cost each month.

Section 3. Paid Personal Leave: Beginning with the first duty day of each school year, employees shall receive a total of three (3) personal leave days per year. Unused personal leave days will be allowed to accumulate to a maximum of four (4) days.

Subd. 1. Subject to Subd. 2, the leave may be taken at the teacher's option. A teacher shall not be required to provide a reason for the use of personal leave.

Subd. 2. Personal leave is subject to the following:

- A. Requests for personal days must be made at least three (3) working days in advance or may be subject to denial.
- B. No more than three (3) teachers may be granted personal days on the same day.
- C. Probationary teachers may not take personal days during the first ten (10) student contact days or after May 15 of each school year. Non-probationary teachers may not take personal days during the first or last ten (10) school days of each school year.
- D. Personal days shall not normally be allowed to extend a holiday break or normally scheduled break. Requests to use personal days in such a way will only be approved with written reasons for the request. Granting of such a request is at the sole discretion of the Employer.

Section 4. Termination, Resignation and Retirement: Paid leave shall stop accumulating upon the effective date of termination, resignation or retirement.

Section 5. Personal Leave Payout: At the end of each school year, a teacher may request the pay out of their unused personal leave at the rate of \$150/day.

Section 6. Unpaid Personal Leave: Non-probationary employees may submit and the Employer may grant a request from an eligible employee to take unpaid personal leave to fulfill personal obligations or explore personal opportunities.

Subd. 1. In order to give an unpaid personal leave request adequate consideration, the employee must submit the request in writing to the Employer as far in advance as possible.

Subd. 2. An eligible employee may request unpaid personal leave every two (2) years. The length of this leave will be negotiated between the employee and the Employer. With Employer approval, an employee may include available accrued

paid time off, such as personal leave or sick leave, as part of an unpaid personal leave period.

Subd. 3. The Employer will give each request individual consideration. Granting of such requests shall be at the sole discretion of the Employer.

Subd. 4. Subject to the terms, conditions, and limitations of the applicable plans, the Employer will provide health insurance benefits until the end of the first full month of an approved unpaid personal leave. At that time, the employee will be responsible for the entire premium portion of those benefits in order for coverage to continue. When an employee returns from unpaid personal leave, the Employer will resume providing those benefits according to the applicable plans and the terms and conditions outlined in this Agreement.

Subd. 5. Upon the employee's return, the Employer will make every reasonable effort to return the employee to the same position, if it is available, or to an available similar position for which the employee is qualified.

Subd. 6. If an employee does not report to work within three (3) work days at the conclusion of an unpaid personal leave, the employee will be considered to have resigned.

Section 7. Bereavement Leave: Employees will be granted bereavement leave due to the death of a member of the employee's immediate family as follows:

- (a) Up to five (5) days, not deducted from sick leave, for a death.
- (b) Up to five (5) additional days, deducted from sick leave, for a death outside of the United States.

"Immediate family" members consist of a spouse, sibling, sibling-in-law, child (biological, adopted, or step), parent, parent-in-law, grandparent, grandchild, aunt, uncle or guardian.

Article XIII Compensation and Payroll

Section 1. Salary Schedule: The salaries for teachers are listed on Schedule A and Schedule B, attached hereto, and shall be a part of this Agreement for the 2021-22 and the 2022-2023 school years. Placement on salary schedule shall be subject to the following provisions.

Section 2. Base Salary: A teacher's base salary shall be equal to the amount of the teacher's Step placement and the appropriate educational level in Schedule A in the first year of the Agreement and Schedule B in the second year of the Agreement.

Subd. 1. Initial Salary Schedule Placement: A teacher's initial salary schedule placement shall be determined by mutual agreement between the teacher and the Employer at the time of hire.

Subd. 2. Educational column placement: The following shall be applicable in determining Educational column placement of a teacher:

- 2.1. The Bachelor's or Master's (Med/MAT) degrees are the basis for degree column placement on the salary schedules in this Agreement. Teachers will be placed on the educational column corresponding to the degree they have earned.
- 2.2 Bachelor's Degree: Requires completion of a program at an accredited teacher-training institution with the granting of a degree of B.A., B.S., B.E., or, for non-U.S. programs, a degree of equal value.
- 2.3 B.A. Degree Plus 10 Semester or 15 Quarter Hour Credits: Requires the degree as defined in 2.2, above, plus 10 semester or 15 quarter hour credits, which shall be either graduate or undergraduate credits in the teacher's subject matter field.
- 2.4 B.A. Degree Plus 20 Semester or 30 Quarter Hour Credits: Requires the degree as defined in 2.2, above, plus 20 semester or 30 quarter hour credits, which shall be either graduate or undergraduate credits in the teacher's subject matter field.
- 2.5 B.A. Degree Plus 30 Semester or 45 Quarter Hour Credits: Requires the degree as defined in 2.2, above, plus 30 Semester or 45 quarter hour credits, which shall be either graduate or undergraduate credits in the teacher's subject matter field.
- 2.6 Master's (Med/MAT) Degree: Requires the granting of a degree of M.A., M.S., or a degree of equal value, which shall be in the teacher's subject matter field.
- 2.7 Master's (Med/MAT) Degree Plus 10 Semester or 15 Quarter Hour Credits: Requires the completion of 10 Semester or 15 quarter hour graduate credits in the teacher's subject matter field after the degree of M.A., M.S., or, for a non-U.S. program, a degree of equal value.

- 2.8 Master's (Med/MAT) Degree Plus 20 Semester or 30 Quarter Hour Credits: Requires the completion of 20 Semester or 30 quarter hour graduate credits in the teacher's subject matter field after the granting of the degree of M.A., M.S., or, for a non-U.S. program, a degree of equal value.
- 2.9 Master's (Med/MAT) Degree Plus 30 Semester or 45 Quarter Hour Credits: Requires the completion of 30 Semester or 45 quarter hour graduate credits in the teacher's subject matter field after the granting of the degree of M.A., M.S., or, for a non-U.S. program, a degree of equal value.
- 2.10 Master's (Med/MAT) Degree Plus 40 Semester or 60 Quarter Hour Credits: Requires the completion of 40 Semester or 60 quarter hour graduate credits in the teacher's subject matter field after the granting of the degree of M.A., M.S., or, for a non-U.S. program, a degree of equal value.

Section 3. Step Advancement: Teachers shall advance one (1) step on the salary schedule each school year. For purposes of step advancement on the salary schedule, a teacher must have performed services on 120 days in a school year in order to move to the next higher step.

Section. 4. Educational Column Advancement: A teacher who qualifies for educational column advancement will be permitted to change columns provided an educational column advancement application is submitted to the Employer and is accompanied by official transcripts during the timelines indicated below.

Subd. 1. Credits to be counted must be filed with the Employer by official transcripts from the institution where the training was completed.

Subd. 2. Educational column advancement shall be implemented at the end of October for credits submitted by October 1 and at the end of February for credits submitted by February 1, provided the educational column advancement request form and official transcripts are timely submitted by the teacher.

Subd. 3. Credits must be completed or degrees conferred before the appropriate forms and official transcripts may be submitted to the Employer.

Subd 4. Prior Approval: All credits and degree programs, in order to be considered for application on the salary schedule, must first be approved by Employer, in writing prior to the taking of the course. A teacher taking a course

without receiving prior approval does so at his/her own risk.

Section 5. Status of Salary Schedule: If negotiations for a successor agreement are not completed at the commencement of the school year following the expiration date of this Agreement, employees will remain at the step in effect at the time of the expiration date of this Agreement. Educational column advancement shall be granted as currently qualified for pursuant to this Agreement.

Section 6. Computation of Daily Rate of Pay: For the purposes of this Agreement, a teacher's daily rate of pay is 1/188th the amount of the teacher's base compensation as outlined in this Article. The daily rate of pay for a teacher in the first year of employment is 1/197th of his/her base compensation.

Section 7. Part-Time Teachers: The salary paid to teachers who are less than 1.0 full time equivalency (FTE) shall be the percentage of the total teacher's salary as determined in this Article. The teacher's salary shall be the proportionate part of the 8-hour day and 188 day duty year worked. The salary of a teacher in the first year of employment shall be the proportionate part of the 8-hour day and 197 day duty year worked.

Subd. 1. Part time teachers who are required by the Employer to attend special education meetings, which include but are not limited to IEP's and ESR's, that take place outside of that teacher's regular duty day, shall be compensated hourly at the rate specified on Schedule D.

Subd 2. Part time teachers who are required by the Employer to attend other school meetings which include but are not limited to staff development meetings/trainings, workshop and PLC's, that take place outside of that teacher's regular duty day, shall be compensated hourly.

Section 9. Stipends and Hourly Compensation: The stipends and hourly compensation rates for extra duties are listed on Schedule C.

Section 10. Payroll Schedule: Employees shall have the choice of pay computed on the basis of twenty (20) (school year) or twenty-four (24) (year-round) pay periods. Pay shall be distributed on the fifteenth (15th) day of every month and the last business day of each month. To facilitate the processing of payroll, the Employer shall make available a direct payroll deposit program in which an employee's pay is deposited directly into a checking or savings account designated by the employee.

Article XIV Group Insurance

Section 1. Selection of Carrier: The selection of the carrier(s) for the insurances listed in this Article shall be made by the Employer. The level of benefits under the insurance plans listed in this Article shall not be reduced during the duration of this Agreement.

Section 2. Medical-Hospitalization Insurance:

Subd. 1. The Employer shall contribute the amounts stated on Schedule D toward the monthly premium of the plans listed on Schedule D (or their equivalent) for all teachers who are enrolled in the Employer provided group medical-hospitalization plan.

Section 3. Short Term Disability/Income Protection Insurance: The employer will contribute up to \$16.79 per month toward the premium for Employer provided group short term disability/income protection plan for all teachers who are enrolled in the same income protection plan.

Section 4. Long Term Disability/Income Protection Insurance: The employer will contribute 100% of the cost of the monthly premium for the long term disability/income protection plan for all teachers who are enrolled in the same income protection plan.

Section 5. Life Insurance:

Subd. 1. The Employer shall provide a group term life insurance policy covering eligible teachers in the amount of \$50,000 for each eligible teacher who qualifies for and is enrolled in the life insurance plan.

Section 6. Dental Insurance:

Subd. 1. The Employer shall contribute up to \$36.00 per month toward the premium for all teachers who are enrolled in the Employer provided group dental plan.

Section 7. Eligible Employees:

Subd. 1. Full Time Teachers: Full time teachers are eligible for the Employer premium contributions described above.

Subd. 2. Part Time Teachers: Part time teachers regularly employed as .60 to .99 FTE teachers will be entitled to the Employer premium contributions described above on a pro-rated basis.

Section 8. Duration of Insurance Contribution: A teacher is eligible for monthly Employer contributions as provided in this Article as long as the teacher is employed by the Employer. Upon termination of employment, all Employer participation and contributions shall cease, effective on the last working day, except that a terminated employee may continue coverage in the group plan, at the employee's expense, as provided by applicable law. However, a teacher who has been employed for the full school year shall be entitled to employer contributions for twelve calendar months (September 1 - August 31), as provided herein.

Section 9. Affordable Care Act (ACA): In the event the application this Agreement will cause or does cause penalties, fees, or fines to be assessed against the Employer, the parties agree to reopen negotiations for the purpose of eliminating or reducing penalties, fees, or fines to be assessed against the Employer. The Employer and the Union agree that all material terms of compensation, hours, and fringe benefits (including health benefits) may be subject to modification in order to comply with the ACA, to minimize penalties under the ACA, and to address any increase or decrease in cost that the ACA may require. Either party to this Agreement that requests a reopener under this provision shall be obligated to provide specific documentation as to the provision of the ACA that is cause for the requested reopener at the time such a request is made.

Article XV Matching Contribution Program

Section 1. Availability: The employer shall make available and all teachers shall be allowed to make pre-tax payments into a 403b matching contribution plan pursuant to and subject to the limitations contained in M.S. 356.24 and other applicable state and federal laws.

Section 2. Participation: A salary reduction authorization agreement must be completed by the employee prior to the first payroll period in September of the school year they are eligible to participate or when the employee becomes eligible for an increase in the employer's matching contribution.

Section 3. Payroll Contributions and Deductions: The employee shall have deducted his/her 403(b) payment during normal payroll periods through payroll deduction in accordance with Article XIV, Sections 10 and 11.

Article XVI Layoff

The Employer may layoff staff as it deems appropriate and in the best interests of the school, students, and parents. A non-probationary teacher must not be placed on layoff while a probationary teacher is retained in a position for which the non-probationary teacher is licensed. In no event is TCGIS required to realign a more senior teacher in order to accommodate the seniority of a less senior teacher. Layoffs will not take effect until fourteen (14) calendar days after an employee has been notified of the layoff.

Article XVII Transfer and Job Posting

Section 1. Application: This Article applies to vacancies resulting from a termination, resignation, retirement, or creation of a new position, a teacher may make a request for a transfer to the vacancy.

Section 2. Posting: The Employer shall endeavor to post notice of vacancies internally for one week prior to posting externally.

Section 3. Request: A teacher may submit a letter setting forth his or her interest in the vacancy, along with an explanation and documentation supporting the request.

Section 4. Decision: The Employer reserves the right to select the individual it deems to be the best fit for the position. The Employer's decision shall not be subject to the grievance procedure.

Section 5. Reasons: Upon request of the Teacher, the Employer will meet with the Teacher to explain the reason(s) why he or she was not selected for the vacancy.

Article XVIII Miscellaneous

Section 1. Signed Copies: There shall be four (4) signed copies of the final Agreement for the purpose of record: two (2) retained by the Employer and two (2) by the Exclusive Representative.

Section 2. Individual Contracts: The initial employment of a teacher shall be by written agreement, signed by the teacher and by the Employer. This agreement shall be subject to and consistent with the provisions of this Agreement. All subsequent bargaining unit employment shall be subject to the provisions of this Agreement.

Section 3. Mileage Allowance: The Employer shall pay the IRS rate per mile for authorized use of personal cars in connection with Employer business.

Section 4. Deductions for Federal Political Action Committee: Upon receipt of a properly executed authorization card of the teacher involved, the Employer will deduct from the teacher's paycheck the amount the teacher has agreed to contribute to the NEA or AFT political action committee(s). The employer shall transmit contributions along with a roster of contributors on a monthly basis to the NEA or AFT political action committee(s).

Section 5: Strike and Lockout Prohibition:

Subd. 1. Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation of the rights, privileges or obligations of employment, during the life of this Agreement.

Subd. 2. In the event that any Employee violates this article, the Union shall immediately notify any such Employee in writing to cease and desist from such action and shall instruct the Employee to immediately return to his/her normal duties. Any or all Employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

Subd. 3. The Employer agrees it will not cause a voluntary complete cessation of operations of the Employer to support the Employer's bargaining position, commonly called "lockout," so as to prevent employees from working. Temporary or permanent shutdowns by the Employer for economic or other reasons shall not be considered lockouts.

**ARTICLE XIX
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period from July 1, 2021, through June 30, 2023, and thereafter until the successor Agreement is ratified by the parties. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than May 1 of the year the current Agreement expires. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the Employer and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, employer policies, and 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, except by mutual 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.

**EDUCATION MINNESOTA FEDERATION OF CHARTER SCHOOL
EMPLOYEES: TWIN CITIES GERMAN IMMERSION SCHOOL**

by *Scott Stephenson*
Its *president*

Date: *June 25, 2021*

by _____
Its _____

Date: _____

by _____
Its _____

Date: _____

TWIN CITIES GERMAN IMMERSION SCHOOL

by *Juan Cede*
Its *Board Chair*

Date: *06/25/2021*

by *Tal Am*
Its *Exec. Director*

Date: *06.25.2021*

Schedule A
2021-2022

**Salary Schedule
2021-2022**

<u>STEP</u>	<u>BA</u>	<u>BA</u> <u>10</u>	<u>BA</u> <u>20</u>	<u>BA</u> <u>30</u>	<u>MA</u>	<u>MA</u> <u>10</u>	<u>MA</u> <u>20</u>	<u>MA</u> <u>30</u>	<u>MA</u> <u>40</u>
1	37,145	38,451	39,798	41,185	42,610	44,083	45,598	47,157	48,765
2	37,145	38,451	39,798	41,185	42,610	44,083	45,598	47,157	48,765
3	37,888	39,220	40,594	42,009	43,462	44,964	46,510	48,100	49,740
4	37,888	39,220	40,594	42,009	43,462	44,964	46,510	48,100	49,740
5	38,646	40,004	41,406	42,849	44,331	45,864	47,440	49,062	50,735
6	39,798	41,185	42,610	44,083	45,598	47,157	48,765	50,418	52,123
7	41,185	42,610	44,083	45,598	47,157	48,765	50,418	52,123	53,879
8	42,610	44,083	45,598	47,157	48,765	50,418	52,123	53,879	55,687
9	44,083	45,598	47,157	48,765	50,418	52,123	53,879	55,687	57,550
10	45,598	47,157	48,765	50,418	52,123	53,879	55,687	57,550	59,469
11	47,157	48,765	50,418	52,123	53,879	55,687	57,550	59,469	61,446
12	48,765	50,418	52,123	53,879	55,687	57,550	59,469	61,446	63,480
13	50,418	52,123	53,879	55,687	57,550	59,469	61,446	63,480	65,637
14	52,123	53,879	55,687	57,550	59,469	61,446	63,480	65,637	67,170
15	53,879	55,687	57,550	59,469	61,446	63,480	65,637	67,170	67,170

Teacher Retention/Longevity Pay:

Teachers with five (5) years of continuous service to TCGIS will receive an additional \$1500 to base salary each year thereafter.

Teachers with ten (10) years of continuous service to TCGIS will receive an additional \$1000 (total of \$2500 to base salary) each year thereafter.

Teachers with fifteen (15) years of continuous service to TCGIS will receive an additional \$1000 (total of \$3500 to base salary) each year thereafter.

Teachers with twenty (20) years of continuous service to TCGIS will receive an additional \$1000 (total of \$4500 to base salary) each year thereafter.

Schedule B
2022-2023

Salary Schedule
2022-2023

<u>STEP</u>	<u>BA</u>	<u>BA</u> <u>10</u>	<u>BA</u> <u>20</u>	<u>BA</u> <u>30</u>	<u>MA</u>	<u>MA</u> <u>10</u>	<u>MA</u> <u>20</u>	<u>MA</u> <u>30</u>	<u>MA</u> <u>40</u>
1	37,145	38,451	39,798	41,185	42,610	44,083	45,598	47,157	48,765
2	37,145	38,451	39,798	41,185	42,610	44,083	45,598	47,157	48,765
3	37,888	39,220	40,594	42,009	43,462	44,964	46,510	48,100	49,740
4	37,888	39,220	40,594	42,009	43,462	44,964	46,510	48,100	49,740
5	38,646	40,004	41,406	42,849	44,331	45,864	47,440	49,062	50,735
6	39,798	41,185	42,610	44,083	45,598	47,157	48,765	50,418	52,123
7	41,185	42,610	44,083	45,598	47,157	48,765	50,418	52,123	53,879
8	42,610	44,083	45,598	47,157	48,765	50,418	52,123	53,879	55,687
9	44,083	45,598	47,157	48,765	50,418	52,123	53,879	55,687	57,550
10	45,598	47,157	48,765	50,418	52,123	53,879	55,687	57,550	59,469
11	47,157	48,765	50,418	52,123	53,879	55,687	57,550	59,469	61,446
12	48,765	50,418	52,123	53,879	55,687	57,550	59,469	61,446	63,480
13	50,418	52,123	53,879	55,687	57,550	59,469	61,446	63,480	65,637
14	52,123	53,879	55,687	57,550	59,469	61,446	63,480	65,637	67,170
15	53,879	55,687	57,550	59,469	61,446	63,480	65,637	67,170	67,170

Teacher Retention/Longevity Pay:

Teachers with five (5) years of continuous service to TCGIS will receive an additional \$1500 to base salary each year thereafter.

Teachers with ten (10) years of continuous service to TCGIS will receive an additional \$1000 (total of \$2500 to base salary) each year thereafter.

Teachers with fifteen (15) years of continuous service to TCGIS will receive an additional \$1000 (total of \$3500 to base salary) each year thereafter.

Teachers with twenty (20) years of continuous service to TCGIS will receive an additional \$1000 (total of \$4500 to base salary) each year thereafter.

Schedule C
Extra Duty Pay

<u>Extra Duties/Assignments</u>	<u>2021-2022</u>	<u>2022-2023</u>
Elementary Coordinator	\$6000 or .2 FTE	\$6000 or .2 FTE
Middle School Coordinator	\$6000 or .2 FTE	\$6000 or .2 FTE
Holding a Drama teaching position	\$ 1000	\$1000
Professional learning attendance/work required or pre-approved by Professional Learning Committee or Administration outside of regular duty days	\$25/hour or \$200/day	\$25/hour or \$200/day
Required or pre-approved Curriculum Writing and Development projects (outside of normal scope of duty)	\$25/hour	\$25/hour
Resource Support Teacher for New Teacher <i>with</i> comparable teaching experience	\$800 per semester	\$800 per semester
Resource Support Teacher for New Teacher <i>without</i> comparable teaching experience	\$1250 per semester	\$1250 per semester
Mentor Teacher for Intern	\$300 per semester per assigned intern	\$300 per semester per assigned intern

Loss of Prep Time/Substituting	\$25/hour	\$25/hour
Participation in or preparation for required or pre-approved student activities outside of regular school hours.	\$25/hour or \$200/day	\$25/hour or \$200/day
Required or pre-approved overnight trips	\$110/day	\$110/day
Capstone Coordinator	\$5,000	\$5,000
Capstone Chaperone	\$3,000/full trip	\$3,000/full trip
Athletic Coaching	\$900 per team per season	\$900 per team per season

The duties of Additional Compensation positions may be divided among more than one employee; pay shall be prorated accordingly.

Duties listed in Schedule C shall preferentially be offered to Twin Cities German Immersion School teachers. The duties may be assumed by a staff person outside of the teachers' Collective Bargaining Unit if there is no available teacher with sufficient skills, as determined by Administration, to complete the duties of the designated assignment.

Schedule D
Health Insurance

H.S.A Plan

- **Employee Only** – Employer will cover 90% of the Employee Only H.S.A premium cost (for 2021-22: \$393.32 @ 90% = \$353.99/monthly Employer obligation)
- **Employee + Dependent** – Employer will cover 90% of the Employee Only H.S.A. premium plus 25% of the remaining Employee + Dependent H.S.A. amount (for 2021-22: \$478.92/monthly Employer obligation)
- **Family** – Employer will cover 90% of the Employee Only premium H.S.A. premium plus 25% of the remaining Family H.S.A. premium amount (for 2021-22: a total of a \$988.24/monthly Employer obligation)

Value Plan

- **Employee Only** – Employer will cover 90% of the Employee Only Value premium cost (for 2021-22: \$496.10 @ 90% = \$446.49/monthly Employer obligation)
- **Employee + Dependent** – Employer will cover 90% of the Employee Only Value premium plus 25% of the remaining Employee + Dependent Value premium amount (for 2021-22: a total \$608.44/monthly Employer obligation)
- **Family** – Employer will cover 90% of the Employee Only Value premium plus 16% of the remaining Family Value premium amount (for 2021-22: a total of a \$653.39 /monthly Employer obligation)

Advantage Plan

- **Employee Only** – Employer will cover 90% of the Employee Only *Value* premium cost (for 2021-22: \$551.74 @ 90% = \$642.21/monthly Employer obligation)
- **Employee + Dependent** – Employer will cover 90% of the Employee Only *Value* premium plus 25% of the remaining Employee + Dependent *Advantage Plan* amount (for 2021-22: a total of a \$518.26/monthly Employer obligation)
- **Family** – Employer will cover 90% of the Employee Only *Value* premium, \$363.80 plus 17% of the remaining Family *Advantage Plan* amount (for 2021-22: a total of a \$616.58/monthly Employer obligation)

MEMORANDUM OF UNDERSTANDING

Between

Twin Cities German Immersion School (TCGIS)
&
Education Minnesota Federation of Charter School Employees:
Twin Cities German Immersion School

Twin Cities German Immersion School – Qcomp Plan

The Twin Cities German Immersion School (“School”) and Education Minnesota Federation of Charter School Employees: Twin Cities German Immersion School (“Union”) mutually agree that in compliance with Minn. Stat. 122A.413, 414, and 415, and 122A.40, the Twin Cities German Immersion School QComp Plan and Appraisal System shall be the system implemented in the 2017-18 school year.

The QComp Plan was jointly developed by the School and the Union during the summer and fall of 2015, and updated in subsequent years. All the QComp requirements for the teachers are included in the attachment to this MOU (see attached document).

Any dispute resolution will be mutually discussed between the School and the Union.

This MOU and QComp plan shall be reviewed at the end of the 2021-22 school year for any changes or modifications that may be needed for the 2022-23 QComp plan.

EDUCATION MINNESOTA FEDERATION OF CHARTER SCHOOL EMPLOYEES:
TWIN CITIES GERMAN IMMERSION SCHOOL

By: *Scott Stephenson*
Its: *president*

Date: *June 25, 2021*

TWIN CITIES GERMAN IMMERSION SCHOOL

By: *[Signature]*
Its: *Board Chair*

Date: *06/25/2021*

Teel Aul
Exec. Dir.

06.25.2021

Memorandum of Agreement

During the negotiations of the 2019-21 collective bargaining agreement, the Education Minnesota Federation of Charter School Employees: Twin Cities German Immersion School ("Union") made proposals to the Twin Cities German Immersion School ("School") to ensure a set minimum work time during annual workshop week and during each full professional development day throughout the school year. The parties again discussed this issue during the negotiations of the 2021-23 collective bargaining agreement. To address this, the School and the Union agree to the following:

1. The School shall allow for teachers to have a minimum of fifteen hours during teacher workshop week for work time for the purposes of lesson planning, curriculum development, various team meetings, classroom preparation, independent training, etc.
2. The School shall allow for teachers to have a minimum of two hours during each full professional development day throughout the school year for the purposes of lesson planning, curriculum development, various team meetings, classroom preparation, independent training, etc.
3. The School and the Union shall review and renegotiate the terms of this Memorandum of Agreement at the close of the 2022-23 school year.

EDUCATION MINNESOTA FEDERATION OF CHARTER SCHOOL EMPLOYEES: TWIN CITIES GERMAN IMMERSION SCHOOL

By *Scott Stephenson* Date *June 25, 2021*
Its *president*

TWIN CITIES GERMAN IMMERSION SCHOOL

By *Juanaceo* Date *06/25/2021*
Its *Board Chair*

Ted Aul
Exec Dir

06.25.2021

**Memorandum of Agreement
Employee Salary Adjustment**

During the negotiations of the 2021-23 collective bargaining agreement, the Education Minnesota Federation of Charter School Employees: Twin Cities German Immersion School ("Union") and the Twin Cities German Immersion School ("School") agreed to make significant changes to the salary schedule, including the elimination of "Augmentations." As a part of those changes, the parties agreed to the following:

1. Anke Krug shall be paid \$500 per year more than the appropriate amount of her salary set by Schedule A for 2021-22 and Schedule B for 2022-23. This additional amount will be paid during the regular payroll cycle over the course of the applicable school year. This additional amount shall be included in the computation of Ms. Krug's daily rate pay pursuant to Article XIII, Section 7.
2. This Memorandum of Agreement shall be in effect for the duration of the 2021-23 collective bargaining agreement.

EDUCATION MINNESOTA FEDERATION OF CHARTER SCHOOL EMPLOYEES:
TWIN CITIES GERMAN IMMERSION SCHOOL

By *Scott Stephenson*
Its *president*

Date *June 25, 2021*

TWIN CITIES GERMAN IMMERSION SCHOOL

By *[Signature]*
Its *Board Chair*

Date *06/25/2021*

Ted Ande
Exec Director

06.25.2021