

TEACHER MASTER AGREEMENT 2023-2024 AND 2024-2025

ARTICLE 1 - PURPOSE

This Master Agreement is entered into between Independent School District 508, Saint Peter, Minnesota, hereinafter referred to as the School District, and the Saint Peter Education Association, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as PELRA, to provide the terms and conditions of employment for teachers for the duration of this Master Agreement.

ARTICLE 2 - RECOGNITION

SECTION 1. RECOGNITION: In accordance with PELRA, the School District recognizes the Saint Peter Education Association as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Master Agreement.

SECTION 2. EXCLUSIVE REPRESENTATIVE: The School District recognizes that the Association shall represent all the teachers of the School District as defined in this Master Agreement. In addition, the School District agrees not to negotiate with, or recognize any teacher organization other than the Association so long as the Association is the duly authorized exclusive bargaining agent.

SECTION 3. TEACHER: The word "teacher" shall mean any degreed person employed by the School District in a position for which licensure is required by the state of Minnesota or in a position of physical therapist or occupational therapist, art therapist, music therapist or audiologist, except Superintendent, assistant superintendent, principals, and assistant principals who devote more than 50 percent of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, emergency employees, and daily substitute teachers who do not replace the same teacher for more than 30 working days.

SECTION 4. PART-TIME TEACHER:

SUBD. 1. A part-time teacher is a teacher who is a member of the bargaining unit and is employed through a contract with the School District.

SUBD. 2. Part-time teachers shall receive salary and other benefits as set forth in this Master Agreement in proportion to the amount of time employed compared to a full-time teacher, according to the provisions in this Master Agreement.

SUBD. 3. A regularly employed, part-time teacher will advance on the salary schedule in the same manner as that of a full-time teacher's advancement. The salary, as established by that salary step and salary lane, will be prorated to equal the proportion of time employed. This salary will be the amount of basic compensation paid to the part-time teacher for that school year.

SUBD. 4. Time actually employed will be defined to mean the time spent in the school building, including teaching, supervision, and preparation.

SUBD. 5. A part-time teacher will receive a prorated amount of sick leave, personal leave, serious illness, and death leave, as provided in this Master Agreement. Other fringe benefits provided for full-time teachers will not be provided to part-time teachers.

SUBD. 6. A part-time teacher will accrue a full year of seniority for each year of part-time teaching.

SUBD. 7. Teachers who have been previously employed as full-time teachers in the School District, but who are now employed as part-time teachers, shall retain their accumulated sick leave days, salary lane, and step placements and seniority they earned as full-time teachers. After becoming part-time teachers, said teachers shall have the option to continue in the group health and hospitalization insurance plan, group long-term disability plan, group dental insurance plan, and group life insurance plan, on a prorated basis. Any other benefits will be increased according to the provisions of this section dealing with part-time teachers.

ARTICLE 3 - TERMS AND CONDITIONS OF EMPLOYMENT

SECTION 1. MEANING OF TERMS AND CONDITIONS: The term "terms and conditions of employment," means the hours of employment, the compensation therefor, including fringe benefits except retirement contributions or benefits other than School District payment of, or contribution to, premiums for group insurance coverage of retired teachers or severance pay, and the school District's personnel policies affecting the working conditions of teachers, personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of PELRA.

SECTION 2. TEACHER EVALUATION: The School District and Association agree to recognize the Teacher Evaluation Plan adopted by the School Board and an Exclusive Representative of the teachers in the District. Any change or revision in the plan will be approved by the School Board after agreement with the Association. The School District will provide each teacher with a copy of said item.

ARTICLE 4 - DEFINITIONS

SECTION 1. EXCLUSIVE REPRESENTATIVE: The term "exclusive representative," shall mean the Saint Peter Education Association.

SECTION 2. PELRA: The acronym, "PELRA," shall mean the Public Employment Labor Relations Act.

SECTION 3. PERB: The acronym, "PERB," Public Employment Relations Board

SECTION 4. ASSOCIATION: The word "Association," shall mean the Saint Peter Education Association.

SECTION 5. APPROPRIATE UNIT: The term "appropriate unit," shall mean the Saint Peter Education Association.

SECTION 6. SCHOOL DISTRICT: For purposes of administering this Agreement, the term "School District," shall mean the School Board or its designated representatives.

SECTION 7. TIERED 2 LICENSED TEACHERS

Statutory Considerations: Pursuant to M.S. 122A.182, a Tier 2, and School Readiness Teachers may be a teacher of record in a Minnesota Public school System. However, M.S. 122A.182 specifically provides that such licensure shall not be construed to bring such Tier 2 teacher within the definition of a teacher for purposes of M.S. 122A.40, Subd. 1.

Probationary Period: Time spent as a Tier 2 licensed teacher will be credited toward the teacher's probationary period as provided in M.S. 122A.182.

Salary: Tier 2 teachers will be compensated as provided for in ARTICLE 34 and the appropriate salary schedule.

Applicable Sections of the Master Agreement: Tier 2 teachers shall be covered by all articles of the Master Agreement with the exception of Article 19-Unrequested Leave of Absence (ULA).

SECTION 8. TIER 1 LICENCED TEACHERS

Statutory Considerations: Pursuant to M.S. 122A.181, Tier 1 teacher may be a teacher of record in a Minnesota Public school System. However, M.S. 122A.181 specifically provides that such licensure shall not be construed to bring such Tier 1 teacher within the definition of a teacher for purposes of M.S. 122A.40, Subd. 1. Time spent as a Tier 1 teacher will not count toward an individual's probationary period.

Salary: Tier 1 teachers will be compensated as provided for in ARTICLE 34 and the appropriate salary schedule.

ARTICLE 5 - SCHOOL DISTRICT RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS: The Association 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction, and number of personnel.

SECTION 2. MANAGEMENT RESPONSIBILITIES: The Association recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

SECTION 3. EFFECT OF LAWS, RULES, AND REGULATIONS: The Association recognizes that all teachers covered by this Master Agreement shall perform the teaching and professional school-related services prescribed by the School District and shall be governed by the laws of the state of Minnesota, and by the School District rules, regulations, directives, and orders, issued by properly designated officials of the School District.

SECTION 4. MEDICAL EXAMINATION: When a teacher under contract has been directed by the School District to take a medical test as a condition of employment, the School District will reimburse the teacher in an amount equal to the out-of-pocket cost of an office visit not covered by insurance.

ARTICLE 6 - ASSOCIATION SECURITY

SECTION 1. DUES CHECK OFF: Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Association, including the Saint Peter Education Association, Minnesota Valley Uniserv, Education Minnesota, and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing between September 1 and September 30 of any

year. Pursuant to such authorization, the School District shall deduct 1/20 of such dues from the regular salary check of the teacher for 10 months beginning in October 1 and ending in July 31 of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following July. The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which for any person may have or claim to have, now or in the future arising out of or by reason of the deduction of dues specified by the exclusive representative.as provided herein.”

SECTION 2. PAYMENT OF FEES: With respect to all sums deducted by the School District, whether for membership dues, the School District shall remit to the Association within 10 calendar days, the total amount deducted, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating at least monthly any changes in personnel from the list previously furnished. The Association agrees to furnish information needed by the School District to fulfill the provisions of this article and not otherwise available to the School District.

SECTION 3. SCHOOL DISTRICT INFORMATION: The School District agrees pursuant to PELRA, to furnish financial data to the Association upon request by the Association. The School District agrees, subject to the privacy laws, to furnish such information as is available for the Association to process any grievance. Photocopies of such information shall be provided by the School District, and the Association agrees to pay for the photocopy supplies. The School District agrees to furnish the information within 7 calendar days. If more time is needed, the School District will inform the Association as to the reason for the delay.

SECTION 4. SCHOOL BOARD MEETINGS: The Superintendent shall provide a copy of the School Board meeting agenda and supporting documents to the Association. The Superintendent shall notify the Association of special School Board meetings. Minutes of all School Board meetings shall be furnished to the Association following the meeting.

SECTION 5. 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 negotiating grievance procedures and the terms and conditions of employment.

SECTION 6. TRANSACTION OF ASSOCIATION BUSINESS: Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on School District property at all reasonable times,

provided that this business shall not interfere with or interrupt normal School District operations.

The Association shall have the right to use School District facilities and equipment. The Association shall also have the right to have copies made from the School District's copying machine during regular business hours provided the Association shall reimburse the School District for the cost of all photocopy supplies. The Association shall not remove any equipment from the School District premises without the written permission of the building principal or his/her designee.

The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the School District inter-school mail service, the School District e-mail service, and teacher mailboxes for communications to teachers.

SECTION 7. MEETINGS WITH THE SUPERINTENDENT: Teachers shall have the right to set up meetings with the Superintendent to discuss problems related to their position if they have not been able to resolve the issue by working with their supervisor or if the issue involves the supervisor. The teacher has the right to have a representative of the Association present if he/she desires.

SECTION 8. ADDITIONAL RIGHTS: The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided by existing laws and regulations.

ARTICLE 7 - PERSONNEL FILES

SECTION 1. REVIEW OF PERSONNEL FILES: Each teacher shall have the right, upon written request, to review the contents of his/her own personnel file during School District business hours. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

- a) any required medical information,
- b) all teacher evaluation reports,
- c) copies of annual salary payment schedule, and
- d) tenure recommendations.

SECTION 2. WRITTEN RESPONSE TO PERSONNEL FILE: Pursuant to M.S. 122A.40, Subd. 19, a teacher shall have the right to file a written response to any material contained in his/her personnel file.

SECTION 3. COPY TO TEACHER OF ITEMS IN PERSONNEL FILE: A copy of any item added to the teacher's file shall be provided to the teacher when the item is included in the file.

ARTICLE 8 – EARNED SAFE & SICK TIME

SECTION 1. EARNED SAFE & SICK TIME PER YEAR: At the beginning of each school year, all teachers shall be credited with 12 working days of earned safe & sick time. In the event that a teacher, for any reason, is no longer employed by the School District before the end of the school year, the number of allowable earned safe & sick time days will be days worked divided by the total combined contract days times 12. Any fraction of a teacher workday will be rounded up to the next higher whole day if more than a half day and rounded down if less than half a teacher workday. A teacher who has used all of his/her allowable earned safe & sick time, including any accumulated earned safe & sick time that may have accrued, may choose leave under the conditions of the Family and Medical Leave Act (FMLA) section of this Agreement or use leave from the sick bank, if qualified. During this leave, the teacher has the right to participate in all other insurance programs offered by the School District at his/her own expense.

SECTION 2. UNUSED EARNED SAFE & SICK TIME: Unused earned safe & sick time days may accumulate to a maximum credit equal to 1 contract year. On an annual basis, teachers who have accumulated in excess of 185 days can request to be paid \$50 per day for any accumulated, unused sick days. The maximum number of annual payout days for an individual teacher is 12.

SECTION 3. USES FOR EARNED SAFE & SICK TIME: Accumulated earned safe & sick time with pay shall be allowed by the School Board pursuant to state statute. MN Stat. 181.9447.

SECTION 4. EVIDENCE OF ILLNESS: The Superintendent may require a teacher to furnish a medical certificate from a qualified physician or psychiatrist as evidence of personal or qualifying family member (MN Stat: 181.9445) illness for more than three days. If such a requirement is made, and the teacher is billed, the School District shall pay the entire cost of such billing. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose. Documentation regarding other allowable absences may be requested as allowable by MN Stat: 181.9447

SECTION 5. DEDUCTIONS OF EARNED SAFE & SICK TIME: All earned safe & sick time allowed under this article shall be deducted from the accrued earned safe & sick time days earned by the teacher. earned safe & sick time deduction shall be deducted in half-day increments except in cases where a regularly employed teacher substitutes for a teacher using sick leave. In these cases, sick leave may be deducted in **1/4-day increments**.

SECTION 6. APPROVAL OF EARNED SAFE & SICK TIME: Earned safe & sick time pay shall be approved only upon submission of a request made through the school district's automated absence management system.

SECTION 7. FALSE CLAIM OF SICK LEAVE: Any teacher who falsely claims earned safe & sick time shall be subject to termination.

SECTION 8. EARNED SAFE & SICK TIME FOR TEACHERS MARRIED TO EACH OTHER: Two teachers married to each other, both working in the School District, may combine their days earned under this article to cover absences necessitated by the illness or disability of a parent, spouse, or dependent child in need of the teacher's personal care or attention.

SECTION 9. SICK LEAVE BANK: Within 30 days of the beginning of the school year or the beginning date of employment, each teacher may contribute one or more earned safe & sick time days to the sick leave bank.

SUBD. 1. A teacher may use days from the sick leave bank if the following conditions have been met:

- a) The teacher has contributed to the bank on an annual basis of up to 12 years or a total of 12 days. After 12 days, future contributions are voluntary. Forms to contribute days will be made available to teachers during opening of school workshops or when they are hired. Contributed days will be subtracted from the teacher's accrued sick leave time.
- b) The teacher has accumulated, on average, a minimum of 6 days per year for each year he/she has taught in the School District prior to the situation which caused the teacher to need to use the sick leave bank. Days used to cover a disability will lower the qualifying requirement by the number of days used for the disability. Days contributed to the sick leave bank will count as accumulated.
- c) The teacher has exhausted his/her sick leave.

- d) The situation which has caused the teacher to exhaust his/her sick leave is a situation that is covered under the definition of a serious illness in ARTICLE 9 below.

SUBD. 2. A teacher may not use days from the sick leave bank to substitute for extended maternity leave.

SUBD. 3. The School District may extend this provision to a teacher who does not meet the guidelines under extenuating circumstances.

SUBD. 4. A teacher using the sick leave bank must take income protection insurance once he/she becomes eligible to use it.

SUBD. 5. A request to draw sick days must be presented, in writing, to the Superintendent or his/her designee and the executive board of the exclusive representative.

ARTICLE 9 - SERIOUS ILLNESS OR BEREAVEMENT LEAVE

SECTION 1: DEFINITIONS:

SUBD. 1. The term "immediate family" shall mean spouse, significant other father, mother, brother, sister, son/son-in-law, daughter/daughter-in-law, grandparents, grandparents-in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-daughter, step-son, and any other relative or non-relative living in the household with the teacher.

SUBD. 2. The term "serious illness" shall mean an illness which is viewed by the medical profession as life threatening or life altering.

SECTION 2. BEREAVEMENT LEAVE: A teacher may be granted up to 6 days of non-accumulative leave annually which may be used for serious illness or death in the immediate family. Three of the 6 days may be used for extended family or special friend. In the event of a second or any additional death in the immediate family, additional leave will be granted not to exceed 5 full days per death. Any additional days will be taken at full deduction in pay.

SECTION 3. PALLBEARER: If a teacher is asked to serve as a pallbearer for any funeral, then such teacher may be granted up to a maximum of 2 days of leave for such purpose and said 2 days shall count toward the aforesaid number of 6 days.

SECTION 4. ADDITIONAL FUNERALS: A teacher shall be given the opportunity to

attend the funerals of persons not covered in the above sections. In such cases, the teacher shall reimburse the School District for the cost of a substitute.

ARTICLE 10 - CHILD CARE LEAVE

SECTION 1. SICK LEAVE: A teacher who is pregnant may use sick leave for that period of time allowed under the Family and Medical Leave Act (FMLA) section of this Agreement. Any sick leave under this section is limited to the earned sick leave accrued by the teacher at the time of taking the leave.

SECTION 2. COMBINATION OF LEAVE: A teacher may use sick leave as provided in the section above and then take extended childcare leave as provided below.

SECTION 3. CHILDCARE LEAVE: A childcare leave may be granted by the School Board, subject to the provisions of this section, to a teacher-parent of a natural or adopted infant child, provided such teacher-parent is caring for the child on a full-time basis.

SECTION 4. DATE FOR CHILDCARE LEAVE REQUEST: A teacher making application for childcare leave shall inform their supervisor, in writing, of the request to take the leave at least three (3) calendar months before commencement of the intended leave. Commencement date and return date are to be included in the request. A teacher may be asked to provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

SECTION 5. ADJUSTMENTS TO DATES: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year – i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like.

SECTION 6. LIMITATIONS TO LEAVE: In making a determination concerning the commencement and duration of a childcare leave of absence, the School District shall not, in any event, be required to:

- a) Grant any childcare leave for more than 12 months in duration.
- b) Permit the teacher to return to employment prior to the date designated in the request for childcare leave, except in the case of stillbirth or miscarriage, in which event consideration for an earlier return would be given by the Superintendent.

SECTION 7. NOTIFICATION: If a teacher complies with all provisions of this article,

childcare leave will be granted by the School District. The School District shall notify the teacher of its decision in writing no later than 30 days of receiving the request for said leave.

SECTION 8. REINSTATEMENT: A teacher returning from childcare leave shall be reinstated in a position for which the teacher is licensed and qualified, subject to the following conditions:

- a) That the position in the School District has not been terminated under the conditions covered in the article concerning unrequested leave of absence.
- b) That the teacher is able to perform the duties of the position.
- c) That the teacher returns on the date designated on the request for leave approved by the School District; provided, however, that if complications develop which prohibit such return as verified in writing by the teacher's physician, the teacher may extend the leave up to 1 year from the commencement date of the leave.

SECTION 9. PROBATIONARY TEACHERS: 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 the opportunity to evaluate a teacher's performance. Periods of time for which the teacher is on childcare leave shall not be counted in determining the completion of the probationary period.

SECTION 10. EXPERIENCE CREDIT AND UNUSED LEAVE: A teacher who returns from childcare leave within the provisions of this article 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 not accrue additional experience credit or leave time during the period of absence for childcare leave.

SECTION 11. CONTINUATION IN GROUP INSURANCE: A teacher on childcare leave is eligible to participate in group insurance programs during the 12 weeks of the FMLA section of this Agreement at the same level of district contribution as usual. If the teacher continues on with childcare leave after the FMLA time has expired, the teacher may continue in group insurance programs at the teacher's own expense while on childcare leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the School District pursuant to this article.

SECTION 12. SALARY: Any childcare leave of absence granted under this section shall be a leave without pay.

ARTICLE 11 - LONG-TERM FAMILY CARE LEAVE

SECTION 1. DURATION OF LEAVE: The School District shall grant a long-term family care leave of up to 1 year to any teacher who makes a written application for said leave. The intent of said leave is for the entire school year, except in case of emergency when it would be for the remainder of the school year.

SECTION 2. APPLICATION FOR LEAVE: A teacher making an application for long-term family care shall inform the School District, in writing, at 2 months prior to the start of the intended leave, except in cases of emergency. The School District will respond to the applicant in writing within thirty 30 days.

SECTION 3. INSURANCE DURING LEAVE: Said leave is without pay but the teacher may remain in the group insurance programs as governed by the FMLA section of this Agreement. The teacher has the right to participate in all other insurance programs offered by the School District at his/her own expense. The teacher may continue in health insurance coverage beyond the FMLA at his/her own expense while on leave. This right will terminate if the teacher does not return to the School District as provided for under this article.

SECTION 4. NOTIFICATION OF RETURN FROM LEAVE: The teacher on leave shall indicate intent to return to the School District by notifying the Superintendent, in writing, prior to March 1 of the year of the leave.

SECTION 5. REINSTATEMENT: A teacher returning from said leave shall be reemployed in his/her former position or in a position for which the teacher is qualified commensurate with a position occupied prior to the child/parent leave.

SECTION 6. DEFINITION OF PARENT: Reference to the word, "family," is intended to mean the teacher's biological parent or, in the case of adoption, guardian.

ARTICLE 12 – ADOPTION LEAVE

SECTION 1. WRITTEN APPLICATION: The School District shall grant an adoption leave to any teacher who makes a written application for such leave.

SECTION 2. TIMING OF APPLICATION: Upon learning of the date of home placement, the teacher shall submit a written application for adoption leave to their supervisor.

SECTION 3. DURATION OF LEAVE: Adoption leave will commence on an agreed-upon date and may be for a period of up to 12 months. The School Board may

extend the leave beyond 12 months to achieve the best possible return date for both the teacher and the students. This extension must be mutually agreed upon prior to the commencement of the leave.

SECTION 4. RETURN TO POSITION: Upon signifying, in writing, by March 1, his/her intent to return to work within the 12-month period, the teacher shall be reinstated to his/her original job or to a position of like status and pay. The continuing Master Agreement shall remain in effect, and the teacher shall retain all seniority, salary, and fringe benefits which he/she had accrued prior to taking adoption leave.

SECTION 5. PARTICIPATION IN INSURANCE PROGRAMS: A teacher on adoption leave is eligible to participate in group insurance programs as governed by the FMLA. The teacher has the right to participate in all other insurance programs offered by the School District at his/her own expense. The teacher may continue in health insurance coverage beyond the FMLA at his/her own expense while on leave. The right to continue participation in such group programs, however, will terminate if the teacher does not return to the School District pursuant to this article.

SECTION 6. SALARY AND FRINGE BENEFITS: Said leave will be without pay. However, a teacher may use personal or sick leave for that portion of time allowed under the FMLA section of this Agreement.

ARTICLE 13 – FAMILY AND MEDICAL LEAVE (FMLA)

SECTION 1. PURPOSE: Pursuant to the FMLA, an eligible teacher shall be granted, upon written request, up to a total of 12 weeks of unpaid leave per 12-month period in connection with:

- a) the birth and first-year care of a child;
- b) the adoption or foster placement of a child;
- c) the serious health condition of a teacher's spouse, child, or parent; and
- d) the teacher's own serious health condition.

SECTION 2. SALARY AND FRINGE BENEFITS: Such leave shall be unpaid, except an eligible teacher, during such leave, shall be eligible for regular School District group health insurance contributions as provided in this Agreement for the period of the leave but not to exceed 12 weeks per 12-month period, notwithstanding any other provisions of this Agreement.

SECTION 3. ELIGIBILITY: To be eligible for the benefits of this article and insurance contribution, a teacher must have been employed by the School District for the previous 12 months and must have been employed for at least 1,250 hours during

such a 12-month period.

SECTION 4. SUBSTITUTION OF PAID LEAVE: The teacher may elect to substitute paid sick leave or paid personal leave for leave otherwise provided under this article. Substitution of paid sick leave may be elected to the extent the circumstances meet the usual requirements for the use of sick leave. However, nothing in this Agreement shall require the School District to combine leaves for a period of time that exceeds 12 weeks.

SECTION 5. NOTIFICATION: The teacher will provide at least 30 days of written notice of request for leave when the reason for the leave is foreseeable. The teacher shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the School District.

ARTICLE 14 - SABBATICAL LEAVE OF ABSENCE

SECTION 1. PURPOSE: Any teacher who has been continuously employed as a teacher for a period not less than 7 years in the School District may apply for a sabbatical leave of absence **for a period not to exceed 1 year** for the purpose of professional growth. Any teacher granted a sabbatical leave of absence may not apply for or be granted; any further sabbatical leaves of absence for a period of 7 years.

SECTION 2. APPLICATION: Written application for the sabbatical leave must be made to the Superintendent prior to April 1 to be considered for the following school year and shall include a signed assurance that the applicant shall return as a teacher to the School District for a period of not less than 2 years after the leave if the absence is for a full year, or for a period of not less than 1 year after the leave if the absence is for ½ year. The applicant shall provide a planned proposal outlining the request for sabbatical leave. The proposal shall include, but not be limited to:

- a) Name of applicant;
- b) Department or grade level of the applicant;
- c) Period of leave
 - 1) full year - all day,
 - 2) full year - half-day,
 - 3) first semester,
 - 4) second semester,
- d) Any past use of sabbatical leave;
- e) Description of preparation for leave;
- f) Description of courses/activities/projects involved in leave;
- g) Expected outcomes of leave;

- h) Plan for a brief presentation of the results of the leave to the School Board, the date which shall be mutually agreed upon between the School Board and applicant; and
- i) A letter of endorsement from at least 2 of the following:
 - 1) department chairperson or grade level leader,
 - 2) principal,
 - 3) Superintendent,
 - 4) department chairperson from institute involving course work or a letter of acceptance from a college or university or proof of a grant or fellowship for study, if applicable, and
 - 5) a related party involved in the leave, if applicable.

Alternates may apply until June 15 if the selected teacher withdraws his/her application.

SECTION 3. TIME OF DECISION: The School Board shall decide, at its first regular meeting in April, which applicant will be granted sabbatical leave and notify all applicants of its decision.

SECTION 4. MULTIPLE APPLICATIONS FOR LEAVE: The decision concerning who will receive sabbatical leave, if more than 1 teacher applies, will be made by the School Board using the following criteria:

- a) Is the leave germane to what the teacher is teaching?
- b) Will the leave benefit the School District?
- c) Will the leave benefit the individual teacher?
- d) Has either teacher used the article before?
- e) Seniority.

SECTION 5. INABILITY TO COMPLETE THE LEAVE: In the event the teacher on sabbatical leave is unable to fulfill his/her duties after the sabbatical leave because of death, illness, or injury, the salary repayment shall be waived by the School District.

SECTION 6. REQUIREMENTS WHILE ON LEAVE: Not more than the equivalent of 1 teacher shall be granted a sabbatical leave during any single year of the Master Agreement. The allowance granted to a teacher on sabbatical leave shall be 75 percent of the basic salary of the teacher for the school term during which the sabbatical leave takes place. If said leave is for less than the full school year, then said allowance shall be reduced proportionately. If a teacher, while on sabbatical leave, is employed in a gainful occupation for which the teacher receives compensation (excluding employment which the teacher holds during times when the teacher would not otherwise be actively teaching, e.g. summer work, National Guard employment, etc.), then the teacher shall

still receive 75 percent of his/her basic salary, provided that the total compensation from all sources shall not exceed 100 percent of the total income which the teacher would have received working in the School District during the year of leave. A representative of the School District will meet with the teacher before the leave commences in order to determine the amount of full salary, applicable sources of income, and the 75 percent figure. The teacher on leave shall be required to report to the School District each month his/her income from all applicable sources by furnishing copies of check stubs or other evidence of income earned. If the School District determines that the teacher has received or will receive from said outside employment sufficient sums so that the teacher's leave allowance, together with said outside compensation, exceeds the teacher's total income which he/she would have received from the School District, then the School District may withhold sufficient sums from said leave payments so that the teacher does not receive any more during said leave than he/she would have received from full employment in the School District during the year of the leave.

SECTION 7. ACCRUAL OF BENEFITS ON LEAVE: Teachers on sabbatical leave of absence shall, on their return to the School District, be eligible to maintain regular progress on the salary schedule and shall receive the benefit of adjustments in the basic salary schedule and other conditions of employment. All fringe and accrued benefits provided by the Master Agreement, except sick leave, shall be maintained during said leave.

SECTION 8. PRIOR SICK LEAVE: Although sick leave shall not accumulate during the sabbatical leave of absence, sick leave accrued prior to the leave shall be restored at the time of return.

SECTION 9. DECISION TO GRANT LEAVE: The granting of sabbatical leave and the selection of a teacher to be granted such leave will be at the complete discretion of the School Board, provided its action is not arbitrary or capricious.

SECTION 10. INTENT TO RETURN FROM LEAVE: The teacher on leave shall indicate intent to return by notifying the Superintendent, in writing, prior to March 1 of the year of sabbatical leave, or the balance of the salary allowance for the leave of absence shall be canceled, and the teacher shall be liable to the School District for any sabbatical salary received.

ARTICLE 15 - LONG-TERM PERSONAL LEAVE

SECTION 1. TWO-YEAR LEAVE: A long-term personal leave of absence of up to 2 years may be granted to any teacher, upon written application, for the purpose of engaging in a study at an accredited college or university related to the teacher's teaching responsibilities, foreign or military teaching programs, or as a full-time

participant in the Peace Corps or Jobs Corps. Written application for such leave must be submitted to the Superintendent at least ninety 90 days prior to the commencement of the leave. The applicant shall provide a planned proposal outlining the request for a long-term personal leave of absence. The proposal shall include, but not be limited to, the following:

- a) Name of applicant;
- b) Department or grade level of the applicant;
- c) Period of leave:
 - 1) one year,
 - 2) two years,
- d) Description of courses/activities/projects involved in the leave;
- e) Expected outcomes of the leave; and
- f) Plan to provide a synopsis of the outcome of the leave upon the completion of said leave.

SECTION 2. ONE-YEAR LEAVE: A long-term personal leave of absence of up to 1 year may be granted to any teacher, upon written application, for the purpose of engaging in a cultural or work program related to his/her teaching position. Written application for such leave must be submitted to the Superintendent at least 90 days prior to the commencement of the leave. The applicant shall provide a planned proposal outlining the request for a long-term personal leave of absence. The proposal shall include, but not be limited to, the following:

- a) Name of applicant;
- b) Department or grade level of the applicant;
- c) Period of leave
 - a. 1 year
- d) Description of courses/activities/projects involved in the leave;
- e) Expected outcomes of the leave; and
- f) Plan to provide a synopsis of the outcome of the leave upon the completion of said leave.

SECTION 3. TWO-YEAR LEAVE: A long-term personal leave of absence of up to 2 years may be granted to a teacher for the purpose of working for the State Department of Education or at the educational department of a college or university.

SECTION 4. INTENT TO RETURN: The teacher on leave shall indicate intent to return by notifying the Superintendent, in writing prior to March 1 of the final year of

said leave.

SECTION 5. DURATION OF LEAVE: Said leave may not be shortened unless the position filled has become vacant and the teacher on leave wishes to return or a like position is vacant and the teacher wishes to fill it. This leave may not be extended beyond the initial length except for reasons stated elsewhere in this article or when it is mutually agreed upon prior to the commencement of the leave to provide for a better return date.

SECTION 6. RETURN TO POSITION: Upon return from said leave, the teacher shall be reinstated to his/her original job or to a position of like status and pay. The individual teacher's continuing contract shall remain in effect, and the teacher shall retain all seniority, salary and fringe benefits which he/she had accrued prior to taking a long-term personal leave.

SECTION 7. COMPENSATION: Said leave shall be without pay. The teacher shall have the right to participate in any insurance programs provided by the School District but said participation shall be at the teacher's cost.

ARTICLE 16 - MILITARY LEAVE

SECTION 1. CONDITIONS OF LEAVE: A military leave of absence, without pay, shall be granted to any teacher who shall be inducted or shall enlist for military duty in time of war or other emergency declared by proper authority in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as would have accrued had he/she taught in the School District during such period.

SECTION 2. COMPENSATION WHILE ON LEAVE: Teachers shall continue to receive their regular compensation when called to active duty as members of the National Guard or Reserves, but not exceeding a total of 15 days in any calendar year.

ARTICLE 17 - ASSOCIATION LEAVE

SECTION 1. LENGTH OF LEAVE: A leave of up to three (3) years shall be granted to any teacher, upon written application, for the purpose of serving as an officer of the Association.

SECTION 2. RETURN TO POSITION: Upon return from said leave, such teachers shall be reinstated at the same position on the salary schedule and shall maintain all benefits accrued prior to said leave.

SECTION 3. COMPENSATION: Said leave shall be without pay. The teacher shall have the right to participate in any insurance programs provided by the School District but said participation shall be at the teacher's cost.

SECTION 4. DURATION OF LEAVE: Said leave may not be shortened unless the position filled has become vacant and the teacher on leave wishes to return or a like position is vacant and the teacher wishes to fill it. This leave may not be extended beyond the length stated except for reasons stated elsewhere in this article or when it is mutually agreed upon prior to the commencement of the leave to provide for a better return date.

SECTION 5. INTENT TO RETURN: The teacher on leave shall indicate intent to return by notifying the Superintendent in writing prior to March 1 of the final year of said year.

SECTION 6. DAILY LEAVE PROVISIONS: At the beginning of every school year, the Association shall be credited with 10 non-accumulative days to be used by a maximum of 2 teachers at one time who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the School District, in writing, at least 48 hours prior to the date for the intended use of said leave. The Association agrees to reimburse the School District for the cost of substitute teachers hired by the School District to replace the teachers who take the leave provided in this section.

ARTICLE 18 - PERSONAL LEAVE

SECTION 1. ACCUMULATION OF LEAVE: At the beginning of each school year, a full-time teacher or any part-time teacher shall be granted 2 days of personal leave to be used at the discretion of the teacher for situations that arise requiring the teacher's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Master Agreement. The maximum number of consecutive personal leave days that may be used by a teacher at any given time is 5 days. The teacher will use paid personal days and unpaid personal days to a maximum of 5 days. Consecutive days shall include days before and after holidays. For part-time teachers, all amounts are prorated. This leave may accumulate to a maximum of 6 days. Once the teacher has reached the 6-day maximum, the teacher shall be entitled to receive, upon written request by the last day of the school year, the sum equal to the daily substitute rate at the end of the school year for any personal days in excess of 6 days not used during the school year.

SECTION 2. REQUESTS FOR LEAVE: Requests for personal leave must be made to the building principal at least 2 days in advance, except in the event of emergencies.

Requests shall be considered only upon submission of a request made through the school district's automated absence management system. No more than 3 teachers from each building shall be granted personal leave during the same school day.

SECTION 3. RESTRICTIONS ON LEAVE: Personal leave may not be used for absence caused by inclement weather affecting travel from the teacher's residence to school. However, if a teacher has requested and been granted a personal leave for a day in which school was closed due to inclement weather or some other type of emergency, the personal day will not be deducted from the days available to that teacher.

ARTICLE 19 - UNREQUESTED LEAVE OF ABSENCE (ULA)

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

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

- a) The word teacher means a full-time or part-time tenured teacher.
- b) The word qualified shall mean a certified teacher who is approved by the Minnesota Department of Education to teach in the subject matter or field taught and has taught or requested to teach the subject matter in the past five (5) years.
- c) The term subject matter or field shall mean teachers in the following categories:
 - 1) Early Childhood Special Education ECSE
 - 2) Elementary Categories:
 - A) kindergarten, and
 - B) grades 1 through 6.
 - 3) Secondary Categories:
 - A) business education,
 - B) counselor,
 - C) foreign language,
 - D) health,
 - E) home economics (family and consumer science),
 - F) industrial arts (industrial technology),

- G) language arts,
- H) mathematics,
- I) science,
- J) social studies,
- K) activities director,
- L) vocational, and
- M) speech.

4) K-12 Categories:

- A) art,
- B) computer coordinator,
- C) emotional/behavior disorders,
- D) specific learning disabilities,
- E) developmentally and cognitively disabled (DCD)
- F) music,
- G) media/librarian,
- H) physical education,
- I) developmental/adaptive physical education,
- J) speech therapist,
- K) gifted/talented,
- L) English as a second language (ESL),
- M) social worker, and
- N) school nurse.

5) lane designation:

- A) BA;
- B) BA+10;
- C) BA+20;
- D) BA+30;
- E) MA;
- F) MA+10;
- G) MA+20;
- H) MA+30.

d) The word seniority means time served by a full-time or part-time tenured teacher commencing with the first day of actual service in the School District. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation but whose employment was subsequently reinstated by action of the School Board and the teacher, without interruption of regular service, shall retain his/her original seniority date. Seniority applies only to Tier 3 and Tier 4 qualified teachers.

e) The term school district shall have the same meaning as defined in ARTICLE

1 of this Master Agreement.

SECTION 3. ULA: The School District may place on ULA for a period not exceeding the period of time set forth in this section, 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 caused by consolidation of districts. Such leave shall be effective no later than the close of the school year or at such an earlier time as mutually agreed between the teacher and the School District. Teachers placed on such leave shall receive notice by June 1 of the school year prior to the commencement of such leave with reasons therefore, without the necessity for any hearing applicable to ULA, except that a hearing may be requested by the employee within 10 days of the School Board proposal of ULA. The purpose of the hearing will be to show any violation of this article. This shall be the process for resolution of ULA disputes and are not grievable under Article 26 of the Master Agreement. No teacher who has acquired tenure rights shall be placed on ULA while probationary, Tier 1, and Tier 2 teachers are retained in positions for which the teacher who has acquired tenure rights is licensed and qualified.

Teachers placed on ULA leave shall be selected in order of seniority in the field and subject matter for which they are employed; i.e., the teacher lowest on the seniority list shall be the first teacher placed on ULA. However, if such teacher is licensed in another category and is senior to a teacher in such other category, then such teacher shall be permitted to bump the least senior teacher in that category, provided that said bumping teacher has had regular public school teaching experience in that subject area within the last 5 years. A teacher may satisfy said requirement of regular public-school teaching within the last 5 years in a new subject category by doing the following: (1) requesting a transfer into such new subject category in which the teacher is licensed and qualified, and (2) if the request is granted by the School District, and if the teacher has not actually taught in that subject category in the last 5 years, then such teacher must agree to enroll in and satisfactorily complete a 3-credit college level course in said new subject area during the summer months preceding the year in which the new subject will be taught. If taking such a summer school course is not possible, then such teacher must complete such course during the fall semester. In the event of staff reduction requiring action affecting teachers whose first day of employment in the School District commenced on the same date who would have equal seniority, the selection of the teacher for purposes of discontinuance shall be in accordance with the following order of criteria:

- a) The teacher or teachers on the lower-numbered step of the salary schedule shall be terminated first;
- b) If teachers with identical seniority who are on the same step of the salary schedule, then the teacher or teachers with the fewest number of total years

teaching public school shall be terminated first;

- c) If, after the application of the above criteria, a tie still remains, then the teacher or teachers on the lower lane or lanes of the salary schedule shall be terminated first; and
- d) If, after the application of the above criteria, a tie still remains, job performance, as evaluated and documented by the School District, shall be used as the deciding factor. 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 School District earned prior to the commencement of such leave.

SECTION 4. REINSTATEMENT: No new teacher shall be employed by the School District while any teacher qualified in the same field and subject matter is on ULA. Teachers placed on ULA shall be reinstated to positions from which they have been given leave or any other available position in the School District in the category or categories in which they are licensed and qualified as such positions become available, provided they have had regular public school teaching experience within the last 5 years in the category in which the position becomes available, or provided that they have complied with the requirements set forth in the preceding section. The order of reinstatement shall be in inverse order in which teachers were placed on ULA, i.e., the last teacher placed on ULA who is qualified and certified for the position shall be the first recalled. If a teacher earns an additional license while on ULA, said teacher shall have seniority in such new licensed categories from the initial date of employment. When placed on ULA, a teacher shall file with the School District personnel office his/her name and the address to which any notice of reinstatement or availability of position shall be mailed. Proof of service in the form of a certified letter by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and any teacher on ULA shall be responsible for providing for forwarding of mail or for address change. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this section. If a position becomes available for a qualified teacher on ULA, the School District shall mail the notice in the form of a certified letter to such teacher who shall have 20 days from the date of such notice to accept the reemployment. Failure to reply, in writing, within such a 20-day period shall constitute a waiver on the part of any teacher to any further rights of employment or reinstatement and said teacher shall forfeit any future reinstatement or employment rights. In the case of a mid-year vacancy, the teacher qualifying for reinstatement shall signify intention to accept or decline the position within 20 days of the date of the notice. Said teacher may choose to return to said position at the time of its availability or at the beginning of the ensuing

school year.

Reinstatement rights shall automatically cease on the first day of the 6th September (i.e., slightly more than 5 years) following the placement on ULA, and no further rights to reinstatement shall exist unless extended by written mutual consent between the School District and each qualified teacher.

SECTION 5. ESTABLISHMENT OF SENIORITY LIST: By December 1 of each year, the School District shall cause a seniority list (by name, date of employment, qualification, and subject matter or field and current position held) to be prepared from its records.

It shall thereupon post such list in an official place in each school building of the School District. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority on said list shall have 10 days from the date of posting to supply written documentation, proof, and request for seniority change to the School District. Any teacher who disagrees with the findings of the School District concerning his/her position on the seniority list may file a grievance according to the procedures set forth in the grievance article. A final seniority list shall thereupon be prepared by the School District, which list, as revised shall be binding on the School District and any teacher. Each year thereafter the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new teachers. Such yearly list shall govern the application of the ULA plan until thereafter revised.

SECTION 6. RETENTION OF SENIORITY RIGHTS: Any teacher who has been listed on the seniority list and who leaves his/her classroom position, at the request of the School District, to fulfill another position in the School District shall retain his/her seniority on the teacher's seniority list.

SECTION 7. GOVERNANCE OF THE ARTICLE: This article shall govern all continuing contract teachers as defined in this Master Agreement or in the law and shall not include probationary teachers. This article shall not be construed to limit the rights under Minnesota law of any other certified employee not covered by the Master Agreement.

ARTICLE 20 - LONG-TERM DISABILITY LEAVE

SECTION 1. REQUEST FOR LONG-TERM DISABILITY LEAVE: A teacher who becomes disabled or is forced to use income protection insurance shall submit a written request to the Superintendent for long-term disability leave. This request will include a commencement date and an estimated return date. With an exception for mental illness, said leave will be for no more than a 2-year period, but it may be renewed at

the discretion of the School Board upon written request of the teacher.

SECTION 2. INSURANCE BENEFITS: While on said leave, the School District will continue to pay the equivalent of the single health insurance premium for the period of 1 year. The teacher may elect to stay in the group at his/her own expense after that period. The teacher may elect to remain in all other programs at his/her own expense.

SECTION 3. RETURN FROM LONG-TERM DISABILITY LEAVE: If the teacher on said leave is medically certified able to return and is taken off of long-term disability insurance prior to the estimated return date given on his/her request, he/she shall be able to do so provided a 3-week notice is given to his/her replacement.

ARTICLE 21 - WORKERS' COMPENSATION

SECTION 1. RATE OF PAY DURING ABSENCE: Upon the request of a teacher who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received by the teacher pursuant to the Workers' Compensation Act and the teacher's regular rate of pay to the extent of the teacher's earned accrual of sick leave.

SECTION 2. DEDUCTION FROM SICK LEAVE: A deduction shall be made from the teacher's accumulated sick leave accrual time according to the prorated portions of days of sick leave which is used to supplement workers' compensation payments.

SECTION 3. PAYMENT DURING DISABILITY: Such payment shall be paid by the School District to the teacher only during the period of disability.

SECTION 4. PAYMENT GREATER THAN NORMAL COMPENSATION: In no event shall the additional compensation paid to the teacher by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the teacher.

ARTICLE 22 - COURT PROCEEDINGS

SECTION 1. COMPENSATION DURING JURY DUTY: Teachers shall continue to receive their regular compensation when called for jury duty. The compensation received for jury duty shall be remitted to the School District.

SECTION 2. COMPENSATION FOR OTHER COURT PROCEEDINGS: Any teacher summoned or subpoenaed to provide testimony or information to any agency,

commission, board, legislative committee, arbitrator, or court, during the regular workday, shall be provided leave with pay for each day or part thereof which the teacher is required to be absent. The teacher shall reimburse the School District that compensation, except for mileage reimbursement and meal allowance, which he/she receives for providing such testimony. The teacher may elect compensation in place of the daily pay from the School District.

ARTICLE 23 - PROFESSIONAL DEVELOPMENT

SECTION 1. PROFESSIONAL MEETINGS: Teachers shall be permitted to attend professional meetings and/or classroom visitations as approved by the Superintendent or his/her designee.

SECTION 2. REIMBURSEMENT: The School District shall pay for all reimbursable expenses incurred during the professional leave if the School District requested the teacher to attend the meeting.

SECTION 3. AVAILABILITY OF FUNDS: The School District shall have the option to pay part of the expense incurred during the professional leave requested by the teacher depending upon availability of funds in the budget for such requests.

ARTICLE 24 - RELEASED TIME

A teacher shall not be obligated to serve on any committee established by the School District unless release time is provided. If teachers elect their members to the committee, any individual teacher can decline to serve, and another teacher shall be elected.

ARTICLE 25 - POLITICAL ACTIVITY OF TEACHERS

Teachers shall not actively engage in partisan political activity on school premises during school hours.

ARTICLE 26 - GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS AND INTERPRETATIONS:

SUBD. 1. The word "grievance" shall mean an allegation by a grievant resulting in a dispute or disagreement between the grievant and the School District as to the interpretation, compliance, or application of terms and conditions of employment insofar as such matters are contained in this Master Agreement. In the event the occurrence giving rise to the grievance affects a majority of the teachers, the Association shall have the right to file a grievance. An effort shall first be made to adjust the alleged

grievance informally between the grievant and the School District.

SUBD. 2. In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. Student contact days shall be the only days that will be allowed to count in computing the duration of the prescribed times pertaining to any procedure contained in this article. During June, July, and August, the computation shall be actual days prescribed in this article except Saturdays, Sundays, and holidays.

SUBD. 3. The filing or service of any notice or document required by this Agreement shall be timely if it is received within the time period or if it is personally served to the party involved.

SUBD. 4. A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provisions of the Master Agreement allegedly violated, and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred or 20 days after the grievant, through use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The event giving rise to the grievance shall be the date that definitive action is taken by the School District, Association, or teacher or administrator, or when an interpretation of the terms or application of this Agreement is made by one of said parties. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. Failure by the School Board, or its representative(s), to issue a final and written decision within the time periods provided in this article shall constitute a forfeit of the grievance in favor of the grievant.

SUBD. 5. The grievant shall personally appear at all levels of the grievance process. The Association has the right to represent the grievant at all levels.

SECTION 2. ADJUSTMENT OF GRIEVANCE: The School Board and the Association shall attempt to adjust all grievances which may arise during the course of employment of any teacher in the following manner:

SUBD. 1. In the event that the Association believes that there is a basis for a grievance exists, the Association shall first discuss the alleged grievance with the building principal, either personally or accompanied by the Association representative. If, as a result of the informal discussion with the building principal, the alleged grievance still exists, the grievant shall file a written grievance with the building principal or Superintendent pursuant to SECTION 1., Subd. 4. above.

LEVEL 1. If the grievance is formally filed in writing, the principal or the School

District's designee shall give a written decision on the grievance to the parties within 5 days after receipt of the grievance.

LEVEL 2. In the event the grievance is not resolved in LEVEL 1, the written decision rendered may be appealed to the Superintendent, provided such appeal is made, in writing, within 5 days after receipt of the decision in LEVEL 1. The Superintendent shall give a written decision on the grievance to the parties involved within 5 days after receipt of the grievance.

LEVEL 3. In the event the grievance is not resolved in LEVEL 2, the written decision rendered may be appealed to the School Board, in writing, within 5 days after receipt of the written decision in LEVEL 2. If the grievance is appealed to the School Board, the School Board will hear the grievance within 10 days after receipt of the appeal. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the grievance at this level. Within 5 days after the meeting, the School Board or its committee shall issue its decision, in writing, to the parties involved.

SECTION 3. ARBITRATION PROCEDURE: In the event that the parties are unable to resolve any grievance, the grievance may be submitted to arbitration as defined below:

SUBD. 1. The notification to submit a grievance to arbitration must be filed in the office of the Superintendent within 10 days following the decision in LEVEL 3.

SUDB. 2. The School District and the teacher shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the School District and the teacher organization are unable to agree on an arbitrator within 5 days, they shall request from the Minnesota Bureau of Mediation Services (BMS), a list of 5 qualified arbitrators. The parties shall alternately strike names from the list of 5 arbitrators until only 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. 3. 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.

SUBD. 4. The decision of the arbitrator shall be final and binding upon the parties. The decision shall be issued to the parties by the arbitrator.

SUBD. 5. If the arbitrator requires the attendance of any teacher during the regular working hours, the teacher shall not suffer any loss of salary as a result of his/her attendance.

SUBD. 6. The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose, not exceeding 5 in number, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

SUBD. 7. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and 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 parties shall share equally the fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

SUBD. 8. 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 in this section, the teacher shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE 27 - MEET AND CONFER

SECTION 1. MEETINGS TO REVIEW MASTER AGREEMENT: Representatives of the School District and Association will meet and confer on matters as specified under PELRA relating to the services being provided to the public. These meetings are not intended to bypass the grievance procedure.

SECTION 2. SUBMISSION OF ITEMS FOR DISCUSSION: Each party will submit to the other, at least 48 hours prior to the meeting, an agenda of items to be discussed.

SECTION 3. TIME OF THE MEETINGS: All meetings will regularly be scheduled to take place as promptly as possible at 3:35 p.m. The teachers involved will be freed from assigned instructional responsibilities for these meetings unless otherwise mutually agreed.

ARTICLE 28 - HOURS OF SERVICE

SECTION 1. BASIC DAY: The teacher's basic day, inclusive of lunch, shall be 8 hours. The specific hours at any individual building may vary according to the educational needs of the educational programs of the School District. The specific hours for each building will be designated by the building principal.

SECTION 2. ADDITIONAL ACTIVITIES: In addition to the basic school day, teachers shall be required to reasonably participate in School District activities beyond the teacher's basic day as required by the School District. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities. Individual requests of conflicts or problems will be considered by the School District, and teachers may exchange assignments with each other on giving notice to the principal.

SECTION 3. DUTY-FREE LUNCH: All teachers shall be entitled to a minimum of a 30-minute, duty-free lunch. A "duty-free lunch period" shall be defined to mean that no classes, supervisory duties, or child-study staffings will be scheduled for the teacher during this time block.

SECTION 4. REVISIONS NECESSARY DUE TO UNUSUAL CIRCUMSTANCES: In the event a split-shift or a four-day week or other schedule of hours becomes necessary due to a fuel shortage or damage or destruction of a school building, the School District may revise the school day hours after formally consulting with the Association.

SECTION 5. NON-COMPENSATED DUTY: Any teacher who agrees to return outside the basic day for a non-compensated duty shall be allowed to leave school at the end of the student contact day on each day of said duty.

SECTION 6. PREPARATION TIME: A full-time classroom teacher shall be provided with a minimum of 250 minutes of instructional preparation time per week during the time period that extends from the start of classes until dismissal. This preparation time will be provided in usable blocks of at least 20 minutes. Attempts will be made to guarantee each full-time classroom teacher a minimum of 50 minutes of preparation time per day. Preparation time shall be free from other assigned duties.

SECTION 7. PREPARATION TIME FOR PART-TIME TEACHERS: Part-time teachers shall receive 10 minutes of preparation time for each 50 minutes of teaching duties during the day.

SECTION 8. NORMAL TEACHING LOAD: A kindergarten teacher will have no more than 21 students in his/her class; a 1-3 grade classroom teacher 25 students; 4th grade classroom teacher 27 students. If a classroom teacher is asked to teach a class that exceeds this number, he/she will be compensated using the overload assignment rate.

At the middle school level (5-8), a classroom teacher will have no more than 168 students. At the high school level, a regular classroom teacher assignment is assumed to be 3 95-minute blocks and 1 30-minute supervision or 2 95 minute blocks, 2 45-minute blocks and 1 30-minute supervision, or 1 95 minute and 4 45 minute blocks and a 30 minute supervisory period, or 6 45-minute blocks and one supervisory period. If a classroom teacher is asked to teach an additional section, they will be compensated using the overload assignment rate. In the event that the School District changes the schedule, it agrees to reopen the Master Agreement to renegotiate normal teaching load language (for example, if the School District returns to a 7-period day, a normal teaching load would be 5 classes and 1 supervisory assignment).

SECTION 9. Overload Assignment Rate

Any teacher who exceeds the normal teaching load as stated in Article 28 will be compensated as follows:

- a. A middle and high school teacher will be paid \$44 per hour
- b. An elementary teacher will be paid \$44 per day
- c. Overload compensation will be reviewed quarterly by the beginning of the third week of each quarter.

ARTICLE 29 - SPECIAL AND STUDENT TEACHING ASSIGNMENTS

SECTION 1. SPECIAL TEACHING ASSIGNMENTS: Assignments for driver education and summer school will be made with consideration given to tenured teachers and preference to teachers regularly employed in the School District. Compensation for teaching in summer school and extended day credit recovery programs shall be determined on a prorated basis of the hours taught related to a 7-hour day of each teacher's salary for the immediately preceding school year. Summer school and extended day credit recovery program teachers teaching less than full time shall be provided 10 minutes of compensated preparation time, per day, for each summer school class period assignment.

SECTION 2. STUDENT TEACHING ASSIGNMENTS: All teachers who are recommended by the Superintendent to assist in the student teaching program and who mutually agree shall participate in the program as supervisory teachers. Supervisory teachers, in this instance, are not supervisory employees as defined in PELRA. All monies received by the School District for student teachers shall be distributed to the supervising teacher.

ARTICLE 30 - LENGTH OF SCHOOL TERM

SECTION 1. TEACHER DUTY DAYS: Pursuant to M.S. 120A.40, the School Board shall establish the number of school days and teacher duty days for the next school year prior to June 1 of each year, and the teacher shall perform services on those days

as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and pursuant to such authority, has determined to conduct school. The school year for 2023-2024 shall consist of 185 duty days, and the school year for 2024-2025 shall consist of 185 duty days. The School Board may not decrease the number of contracted days, but it may increase the number of contract days by up to 5, thus increasing duty days in the Agreement from 185 up to a possible 190. If the School District adds days, the teachers will be paid their daily rate as determined by dividing the individual teaching contract salary by 185. The School Board will meet with a representative of the Association prior to making this decision.

SECTION 2. EMERGENCY CLOSINGS: In the event of a teacher duty day lost for any emergency, the teacher shall perform duties on such other day or days in lieu thereof as the School District shall determine after formal consultation with the Association.

ARTICLE 31 - TEACHER ASSIGNMENT AND TRANSFERS

SECTION 1. NOTICE OF ASSIGNMENT: All classroom teachers assigned to a different building, different grade level, or different subject matter shall receive notice of such assignment on or before July 15th of the year preceding the reassignment. The teacher has 10 days after receiving notice of reassignment to resign without being held to his/her individual teaching notice of assignment.

SECTION 2. REQUEST TO TRANSFER ASSIGNMENTS: A teacher may request a transfer to a different class, building, or position by making the request, in writing, to the Superintendent and setting forth the reason or reasons for the desired transfer in the request.

SECTION 3. INTERVIEW FOR VACANT POSITIONS: Any teacher requesting a transfer to a different position will be guaranteed an interview for said position if a vacancy in that position occurs. All teachers will be notified of vacancies and new positions as they become available.

SECTION 4. EXTRA-CURRICULAR/CO-CURRICULAR ASSIGNMENTS: Any teacher applying for a co-curricular vacancy occurring within the School District will be guaranteed an interview for said position. Whenever said teacher is a member of the bargaining unit, **he/she must have a current Minnesota teaching license to be considered for positions.** All teachers will be notified of vacancies and new positions as they become available. If no member of the bargaining unit has applied for a vacancy, then, the School District may fill the position with the most qualified applicant. The right of assignment is a management right.

SECTION 5. UNTENURED TEACHERS: Any untenured teacher released by the

School District for reasons other than cause shall be guaranteed an interview for any job opening in the School District for which he/she is qualified.

ARTICLE 32 - RETIREMENT

SECTION 1. ELIGIBLE AGE FOR MEDICAL INSURANCE PAYMENT: Any teacher who has been employed at least 10 consecutive years by the School District may retire at the end of the school year in which he/she reaches the age of 56 or thereafter. If a teacher reaches age 56 after the end of one school year and prior to the beginning of the next school year, it will be considered retiring at age 56.

SUBD. 1. Upon retirement at the end of any year in which the teacher qualifies for retirement, the teacher may remain in the School District's insurance plans as follows:

SUBD. 2 With regard to life insurance in effect at the time of retirement, the School District will continue to pay life insurance premiums for up to nine (9) years after retirement or age 65, whichever comes first.

SUBD.3. With regard to dental insurance at the time of retirement, the teacher will assume responsibility for payment of all premiums.

SECTION 2. MEDICAL INSURANCE PAYMENT FOR TEACHERS EMPLOYED BEFORE JULY 1ST, 2009, THE FOLLOWING LANGUAGE WILL APPLY:

- a) The School District will provide up to \$60,000 for eligible teachers to be used for both district provided, and non-district provided medical insurance related expenses, including Medicare supplemental coverage if eligible.

The district will contribute eligible funds into a district sponsored retiree Health Reimbursement Arrangement (HRA) on behalf of the teacher annually in the amount equal to the lesser of the plan chosen by the eligible teacher or \$14,000. The contribution to be made monthly in the amount of 1/12th of the annual amount until the eligible School District funds have been exhausted. If an eligible teacher elects medical coverage outside of the district's plans, they will be ineligible to return to the district's group plan(s). Upon retirement for any year in which the teacher qualifies for retirement, a teacher will be credited with one hundred dollars (\$100) per day of unused sick leave for up to ten (10) days of sick leave in excess of 185 days. The amount credited under this provision will be added to the \$60,000 that may be used towards the purchase of medical insurance during retirement. This money is for continuing medical

insurance coverage if eligible. In the event of the teacher's death, this benefit ceases.

SECTION 3. MEDICAL INSURANCE PAYMENT FOR TEACHERS EMPLOYED AFTER JULY 1ST, 2009, THE FOLLOWING LANGUAGE WILL APPLY:

- a) Eligibility: The benefits outlined in this article shall be available to regular full-time teachers employed as a teacher after July 1, 2009, for the full school year. Teachers must be actively working for the full school year to be eligible for the district sponsored Health Reimbursement Arrangement (HRA). Teachers on unpaid leave during a school year will not be eligible for HRA contributions for that school year. The HRA contribution will not be prorated for partial school years worked with the following exception: teachers who retire prior to the end of the school year will receive a prorated contribution based on the number of days worked divided by the total number of teacher duty days in the school year during which they retire.
- b) Beginning in the contract year 2009-2010, the School District will set aside \$1,000 annually for all newly hired full-time teachers. The School District contribution will be made in July following the preceding full school year of service. The School District contribution will be deposited into a School District reserved account on behalf of all eligible teachers as outlined in this article; however, all School District contributions will remain School District assets until eligible teachers meet the School District's vesting requirements. Teachers will become vested when they have at least 10 years of continuous service to the district. At the end of 10 years of continuous service to the School District, the School District will deposit \$10,000 into the School District-sponsored HRA account on behalf of the eligible teacher. For each year of service thereafter beginning in 2021-2022, the School District will deposit \$1350 annually in the HRA account of all eligible teachers as outlined in this article. The School District contributions will be made in July following the preceding full school year of service. The vested teacher will have access to his/her HRA account balance upon separation of employment.
- c) Teachers hired after July 1, 2009, shall not be eligible for benefits provided under SUBD. 1. Above.

SECTION 4. PAYMENT FOR UNUSED SICK LEAVE: Any teacher who has been employed at least 10 consecutive years by the School District may retire at age 56 or thereafter. A teacher will be paid \$50 per day for any accumulated, unused sick leave

days for a maximum of up to the equivalent of one (1) contract year. A teacher may have the payment deposited into an HRA as allowed under Section 5 below. If a teacher reaches age 56 after the end of the school year and prior to the beginning of the next school year, he/she will be considered retiring at age 56.

SECTION 5. DEFINITION OF 10 CONSECUTIVE YEARS: The term, "10 consecutive years," as used in this article, shall mean that the teacher must be actually teaching in the School District for 10 consecutive years immediately preceding his/her retirement. School Board-approved leaves will not count against the 10-year requirement and shall not disqualify a teacher on the basis of the consecutive year stipulation. The only other exception shall be illness or medically certified disability, which will count toward the 10-year requirement.

SECTION 6. EARLY RETIREMENT: Any teacher who has been employed for 15 or more years by the School District and has 1 or less years until he/she retires from the School District will be eligible for early retirement.

SUBD. 1. The following provisions will apply:

- a) An eligible teacher must submit a letter to the Superintendent requesting a leave of absence for early retirement purposes prior to March 15 of the year preceding the requested leave.
- b) An "Agreement for Leave of Absence Incentive" must be approved by the School Board prior to April 15 of the year preceding the requested leave.
- c) At the conclusion of the leave, the teacher will be eligible for continued group health insurance as outlined in Article 32-Section 1 of the Master Agreement.

SUBD. 2. The following incentives will apply:

- a) The School Board will pay the teacher who is granted an early retirement leave \$45 per day for any accumulated, unused sick-leave days at the end of the year in which the leave is approved.
- b) The School Board will pay the School District's part of teacher retirement, as well as the teacher's part of teacher retirement to a teacher while on early retirement leave until the teacher qualifies for the "Rule of 90."

SUBD. 3. A teacher on early retirement leave who returns to employment in the School District prior to qualifying for the Rule of 90 will pay back to the School District all payments for unused sick leave and teacher's retirement, with full interest, made

while the teacher was on leave.

SECTION 7. POST-RETIREMENT HEALTH CARE ARRANGEMENT:

The School District will provide the following tax advantaged District sponsored HRA Plan to qualifying teachers.

SUBD. 1. Within 60 days of the effective date of retirement, the School District shall contribute \$45 per day for any accumulated, unused sick leave days for a maximum of up to the equivalent of one contract year into the district sponsored Post-employment HRA on behalf of eligible employees.

SUBD. 2. All active and Post-employment HRA related administrative fees shall be paid by the individual HRA account holder.

Subd. 3. The School District will provide an IRS compliant Post-Employment Health Reimbursement Arrangement (HRA) as allowable under IRS regulations.

ARTICLE 33 - GROUP INSURANCE

SECTION 1. HEALTH AND HOSPITALIZATION INSURANCE: For the 2023-2024 contract period, the School District will contribute an amount toward the cost of the premium for health insurance coverage for each teacher who qualifies for and is enrolled in the group health insurance plan as specified below:

Individual Insurance Plan:

For the 2023-2024 school year, an amount not to exceed \$15,900 If the cost of the plan is less than \$15,900 the teacher is not entitled to any additional compensation. Beginning in 2024-2025, this amount is increased to \$16,854. If the cost of the plan is less than \$16,854 the teacher is not entitled to any additional compensation.

Family Insurance Plan:

For the 2023-2024 school year, an amount not to exceed \$22,618. If the cost of the plan is less than \$22,618 the teacher is not entitled to any additional compensation. Beginning in 2024-2025, this amount is increased to \$24,653. If the cost of the plan is less than \$24,653 the teacher is not entitled to any additional compensation.

SUBD. 1. ESTABLISHMENT OF HRA/HSA: The School District shall make available tax advantaged plans such as the integrated Health Reimbursement Arrangement (HRA) and Health Savings Account (HSA) accounts to all eligible bargaining unit members.

The School District will be responsible for administrative fees for actively employed and

benefit eligible employees. Administrative fees for separated employees no longer qualifying as actively employed will be the responsibility of the employee. The School District will not be responsible for active or separated employee related individual related investment fees.

SUBD. 2. CONTRIBUTIONS TO THE ACTIVE EMPLOYEES' PLAN:

- a. The School District will make an annual contribution, not to exceed HSA IRS limits, to accounts under the health reimbursement arrangement for qualifying bargaining-unit members equal to the deductible in the highest premium VEBA insurance policy or the difference between the costs of the highest premium plan plus the VEBA contribution, less the cost of the premiums for the plan selected, not to exceed the maximum single and or family district contribution levels outlined in Article 33, Section 1.
- b. The contribution will be made on or about the first day of the VEBA/HRA/HSA Plan year. Any employee who leaves prior to the end of the school year will reimburse the School District on a prorated basis for any unused portion of the District's contribution to the HRA/HSA Trust for that plan year. This amount will be deducted from the employee's paycheck with the employee's permission. In the event that the employee does not give permission, the amount will be repaid to the School District through a payment plan mutually agreed to by the employee and the School District .
- c. If a qualified bargaining-unit member enters the HRA/HSA Plan as a participant on a date after the first day of the HRA/HSA Plan year, the School District shall prorate the amount of the School District's contribution to reflect the late entry. If the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the HRA/HSA Plan, the School District shall, at the participant's request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the contribution made to similarly situated participants who entered the HRA/HSA Plan on the first day of the HRA/HSA Plan year. The participant shall be entitled to the same rights of similarly situated employees to accelerate future School District contributions that are prorated over the HRA/HSA Plan year.

- d. All contributions on behalf of an HRA/HSA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Subdivision 5 below.

SUBD. 3. HIGH-DEDUCTIBLE HEALTH PLAN: The School District shall make available a high-deductible health plan to all eligible bargaining unit members. With respect to qualifying bargaining-unit members, the School District shall contribute an amount up to the insurance contribution identified in Article 33, Section 1, minus the annual contribution towards premiums identified in Article 33, Section 1, Subd. 4.a.

SECTION 2. INCOME PROTECTION INSURANCE: The Association agrees that 100 percent of its members will belong to the group for income protection insurance at their own cost.

SECTION 3. LIABILITY INSURANCE: The School District shall obtain a copy of the liability insurance policy from the insurance agent and place it on file in the School District's Business Office for examination and review by teachers.

SECTION 4. LIFE INSURANCE: For each teacher who qualifies for and is enrolled in the School District's life insurance plan, the School District shall pay the premium for a \$50,000 group life insurance policy for each full-time teacher at the School District for the term of this Agreement.

SECTION 5. DENTAL INSURANCE: For all teachers who qualify for and are enrolled in the School District's insurance plan, the School District agrees to contribute the full premium for family or individual plan dental insurance. The plan shall be the Delta Dental or equivalent.

SECTION 6. INSURANCE COMMITTEE: The School District and the Association shall form a committee of 4, 2 members of the Association appointed by the Association and 2 members of the School District. This committee shall study the specifications for the health and hospitalization insurance, income protection insurance, and dental insurance and make recommendations to the School District for its final action.

ARTICLE 34 - BASIC SCHEDULES AND RATES OF PAY

SECTION 1. 2023-2024 and 2024-2025 SALARY SCHEDULES: The salaries reflected in the schedules shall be a part of the Master Agreement for the 2023-2024 and 2024-2025 school years.

SUBD. 1. The salary shall be paid in 24 equal monthly installments deposited directly to the teacher's individual bank account on the 15th or the last banking day prior to the 15th and the last banking day of the month.

SUBD. 2. Teachers who are retiring may elect to receive their last year's salary in 18 equal installments, provided their resignation for retirement is received prior to June 1 in the school year preceding their last year of service.

SUBD. 3. All deductions for partial absences will be made on the basis of a half day or a full day. Such deductions will be prorated over the remaining pay periods.

SECTION 2. STATUS OF SALARY SCHEDULE: The salary schedules are not to be construed as part of the teacher's continuing contract. After July 1, 2025, the bimonthly payments that each teacher is receiving shall continue until such time as a new Master Agreement is fully ratified by the parties. However, lane changes earned shall be paid as provided elsewhere in this Agreement.

SECTION 3. PLACEMENT ON SALARY SCHEDULE: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

SUBD. 1. Initial placement on the salary schedule will be determined by the School District and based on years of experience and education.

SUBD. 2. Credits to be considered for application on any lane of the salary schedule may be graduate or undergraduate semester hour credits that are germane to the teacher's teaching assignment.

SUBD. 3. A teacher shall be paid on the master's degree lane or higher lane only if the degree program is germane to the teaching assignment, as approved by the School District. Approval shall be given in writing by the Superintendent. This language cannot alter the placement of a teacher on the master's lane or higher employed by the School District prior to July 1, 2018.

SUBD. 4. All credits, in order to be considered for application on the salary schedule, must be approved by the principal and Superintendent, in writing, prior to the taking of the course.

SUBD. 5. Teachers may make lane changes at any time during the school year. A completed set of materials must be received in the School District office by the 10th of the month so that new salary payments can begin on the last working day of the month.

- a) Teachers must submit the following: a request for a lane change letter,
- b) their pre-approval forms,
- c) an official transcript verifying courses were taken, and
- d) forms applicable for PGO credits.

Teachers will be paid retroactively to the date of a fully completed lane change request.

SUBD. 6. Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the teaching license and must be taken at an accredited college or university.

SUBD. 7. A teacher must be employed and actually teach a minimum of 120 days, excluding professional development days, in each school year to qualify for a salary step advancement.

SECTION 4. EXTENDED EMPLOYMENT: The School District shall determine the hours, duties, and the length of extended employment and the teacher to perform the services. If the teacher agrees to provide the service, compensation shall be a prorated amount (on the basis of 185 days a year for 2023-2024 and 2024-2025 of the daily basic contract salary of the preceding year) with payment commencing on the 15th day of the month following the first day of service and continuing bi-monthly thereafter.

SECTION 5. LONG-TERM SUBSTITUTE TEACHERS: Teachers who substitute for the same classroom teacher for a period of 30 consecutive days or longer shall be placed on the salary schedule retroactively at the beginning step of the appropriate lane.

SECTION 6. NATIONAL CERTIFICATION STIPEND: Any teacher who has achieved one of the following National Certifications shall be paid \$2,000 annually for the life of the certification. This stipend shall not be considered part of the Teacher's annual salary.

Certification Effective Date:

- 1. National Board Teacher Certification July 1, 2004
- 2. ASHA Certificate of Clinical Competence July 1, 2019
- 3. Licensed Independent Clinical Social Worker July 1, 2019
- 4. National Certified School Counselor July 1, 2021

5. Nationally Certified School Nurse July 1, 2023
6. National Board for Certification in Occupational Therapy

SECTION 7. DISTRICT LANE: A teacher may make a lane change to the District Lane by completing 10 credits of School District-approved coursework. The approved categories will include National Board Teacher Certification and Personalized and Equitable Learning. The School District may establish additional categories prior to May 15 of each year after an annual formal consultation with the Association. These 10 credits can be used for a lane change increment as is contained in the salary schedule. A teacher may only access the MA+40 lane after entering Step 11 on the salary schedule. Credits to be considered for application to a lane change must receive prior approval of the Superintendent.

- a. Those teachers who previously earned credits in either the National Board Teacher Certification, Data Driven Decision Making or Personalized and Equitable Learning shall remain in their current placement on the salary schedule.

SECTION 8. CONCURRENT ENROLLMENT: For concurrent enrollment classes, a teacher may be asked by the school district to earn additional college credits for certification to teach these classes.

1. The number of credits and total cost shall be agreed upon in advance by the teacher, the school district, and the Association.
2. The teacher shall be compensated for the cost of tuition, books and supplies as agreed upon by the teacher, the school district, and the Association.
3. The teacher agrees to teach in the school district for a minimum of 5 years after the courses have been completed.
4. If the teacher leaves the district prior to the 5-year time period, the teacher shall reimburse the school district an amount equal to 20% of the total costs per year for each year remaining of the 5-year period. For example, if the teacher leaves one year after earning the credits, the teacher shall reimburse 80% of the total costs, (leaving after 2 years = 60%, 3 years = 40%, 4 years = 20%, 5 years = 0%).
5. With pre-approval from the high school principal, concurrent enrollment teachers shall be paid up to 10 hours of curriculum writing time to meet with college/university officials for each concurrent enrollment course assigned during a given year.

SECTION 9. SPECIAL EDUCATION CERTIFICATION AREAS: For specific special education areas, a special education teacher may be asked by the school district to obtain additional certification.

1. The number of credits and total cost shall be agreed upon in advance by the teacher and the school district.
2. The teacher shall be compensated for the cost of tuition, books and supplies as agreed upon by the teacher, the school district, and the Association
3. The teacher agrees to teach in the school district for a minimum of 5 years after the courses have been completed
4. If the teacher leaves the district prior to the 5-year time period, the teacher shall reimburse the school district an amount equal to 20% of the total costs per year for each year remaining of the 5-year period. For example, if the teacher leaves one year after earning the credits, the teacher shall reimburse 80% of the total costs, (leaving after 2 years = 60%, 3 years = 40%, 4 years = 20%, 5 years = 0%).

ARTICLE 35 - JOB SECURITY

The School District agrees that the intent of any agreement it enters into with another school district is to advance opportunities for students at the School District and not to reduce the teachers of this School District.

The School District agrees that if the School District enters into any agreement with another school district, which requires a combined seniority list, it will first reopen the Agreement for the purpose of negotiating common ULA language.

ARTICLE 36 - NEGOTIATIONS AND PUBLICATION OF AGREEMENT

SECTION 1. INITIATION OF NEGOTIATIONS: Between 60 and 90 days prior to the expiration of this Agreement, the School District and Association shall initiate negotiations for the purpose of entering into a successor Agreement for the succeeding 2-year period, except that if the Association is not then the exclusive bargaining agent of the teachers of the School District, then, in the absence of a lawful order to the contrary, negotiations shall thereupon be undertaken between the School District and the duly authorized exclusive bargaining agent.

SECTION 2. RELEASE TIME FOR ASSOCIATION MEMBERS: By mutual agreement, release time shall be provided the Association's negotiating committee to permit the School District and Association representatives to meet both during and after

regular school hours for the purpose of reaching a successor Agreement. If an official mediator or arbitrator requires a meeting during school hours, release time will be provided teacher representatives without loss of salaries, provided, however, that the teachers' representatives shall be limited to 5.

SECTION 3. PUBLICATION OF THE MASTER AGREEMENT: Four signed copies of the final Agreement shall be kept for the purposes of record: 1 retained by the School District, 1 by the Superintendent, and 2 by the Association. The Association shall assume the responsibility of providing a copy of the Master Agreement to members of the bargaining unit. The School District shall provide a copy of the Master Agreement to each teacher newly hired in the School District.

ARTICLE 37 - DURATION

SECTION 1. TIME FRAME OF AGREEMENT: This Master Agreement shall be effective as of July 1, 2023, and shall continue in effect until June 30, 2025. If a new and substitute Agreement has not been duly entered into prior to June 30, 2025, the terms of this Agreement shall continue in full force and effect until such substitute Agreement is adopted, which shall be fully retroactive to July 1, 2025.

SECTION 2. EFFECT: This Master Agreement constitutes the full and complete Master Agreement between the School District and the Association. The provisions of this Agreement 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 Agreement term, whether or not referred to in this Master Agreement, shall not be open for negotiation during the term of this Master Agreement, except by mutual agreement.

SECTION 4. CONFORMITY OF LAW: If any provision of this Agreement or any application of the Master Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SECTION 5. SEVERABILITY: The provisions of this Master Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Master Agreement or the application of any provision.

ATTACHMENTS:

1. Career Increment Schedule
2. Co-curricular Advisory Fee Schedule
3. Co-curricular Fee Schedule

4. Early Childhood Family Education (ECFE) Salary Schedules 2023-2024 and 2024-2025)

SALARY SCHEDULES

<u>2023-2024</u>										
<u>Year</u>	<u>Step</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+40</u>
1	1	46,880	48,476	50,122	51,826	53,589	55,409	57,297	59,242	-
2	2	48,476	50,122	51,826	53,589	55,409	57,297	59,242	61,258	-
3	3	50,122	51,826	53,589	55,409	57,297	59,242	61,258	63,338	-
4	4	51,826	53,589	55,409	57,297	59,242	61,258	63,338	65,494	-
5	5	53,589	55,409	57,297	59,242	61,258	63,338	65,494	67,718	-
6	6	55,409	57,300	59,242	61,258	63,338	65,494	67,718	70,024	-
7	7	57,297	59,242	61,258	63,338	65,494	67,718	70,024	72,404	-
8	8	59,242	61,258	63,338	65,494	67,718	70,024	72,404	74,864	-
9	9	61,258	63,338	65,494	67,718	70,024	72,404	74,864	77,409	-
10	10	63,338	65,494	67,718	70,024	72,404	74,864	77,409	80,045	-
11+	11	66,165	68,416	70,740	73,146	75,634	78,203	80,862	83,611	86,454

<u>2024-2025</u>										
<u>Year</u>	<u>Step</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+40</u>
1	1	48,872	50,536	52,252	54,029	55,867	57,764	59,732	61,760	-
2	2	50,536	52,252	54,029	55,867	57,764	59,732	61,760	63,861	-
3	3	52,252	54,029	55,867	57,764	59,732	61,760	63,861	66,030	-
4	4	54,029	55,867	57,764	59,732	61,760	63,861	66,030	68,277	-
5	5	55,867	57,764	59,732	61,760	63,861	66,030	68,277	70,596	-
6	6	57,764	59,735	61,760	63,861	66,030	68,277	70,596	73,000	-
7	7	59,732	61,760	63,861	66,030	68,277	70,596	73,000	75,481	-
8	8	61,760	63,861	66,030	68,277	70,596	73,000	75,481	78,046	-
9	9	63,861	66,030	68,277	70,596	73,000	75,481	78,046	80,699	-
10	10	66,030	68,277	70,596	73,000	75,481	78,046	80,699	83,447	-
11	11	68,977	71,324	73,746	76,255	78,848	81,527	84,299	87,164	90,128

CAREER INCREMENT SCHEDULE

A career increment is added to the salary of each teacher during the 16th year of service as follows:

Year of Service	Career Increment Amount
16	\$300.00
17	\$350.00
18	\$400.00
19	\$450.00
20	\$500.00
21-25	\$600.00
26+	\$1,200.00

ECFE/SCHOOL READINESS HOURLY RATES

2023-2024 Hourly Rates

<u>Year</u>	<u>Step</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+1</u> <u>0</u>	<u>MA+2</u> <u>0</u>	<u>MA+3</u> <u>0</u>	<u>MA+4</u> <u>0</u>
1	1	31.68	32.75	33.87	35.02	36.21	37.44	38.71	40.03	-
2	2	32.75	33.87	35.02	36.21	37.44	38.71	40.03	41.39	-
3	3	33.87	35.02	36.21	37.44	38.71	40.03	41.39	42.80	-
4	4	35.02	36.21	37.44	38.71	40.03	41.39	42.80	44.25	-
5	5	36.21	37.44	38.71	40.03	41.39	42.80	44.25	45.76	-
6	6	37.44	38.71	40.03	41.39	42.80	44.25	45.76	47.31	-
7	7	38.71	40.03	41.39	42.80	44.25	45.76	47.31	48.92	-
8	8	40.03	41.39	42.80	44.25	45.76	47.31	48.92	50.58	-
9	9	41.39	42.80	44.25	45.76	47.31	48.92	50.58	52.30	-
10	10	42.80	44.25	45.76	47.31	48.92	50.58	52.30	54.08	-
11+	11	44.71	46.23	47.80	49.42	51.10	52.84	54.64	56.49	58.41

2024-2025 Hourly Rates

<u>Year</u>	<u>Step</u>	<u>BA</u>	<u>BA+1</u> <u>0</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+1</u> <u>0</u>	<u>MA+2</u> <u>0</u>	<u>MA+3</u> <u>0</u>	<u>MA+4</u> <u>0</u>
1	1	33.02	34.15	35.31	36.51	37.75	39.03	40.36	41.73	-
2	2	34.15	35.31	36.51	37.75	39.03	40.36	41.73	43.15	-
3	3	35.31	36.51	37.75	39.03	40.36	41.73	43.15	44.61	-
4	4	36.51	37.75	39.03	40.36	41.73	43.15	44.61	46.13	-
5	5	37.75	39.03	40.36	41.73	43.15	44.61	46.13	47.70	-
6	6	39.03	40.36	41.73	43.15	44.61	46.13	47.70	49.32	-
7	7	40.36	41.73	43.15	44.61	46.13	47.70	49.32	51.00	-
8	8	41.73	43.15	44.61	46.13	47.70	49.32	51.00	52.73	-
9	9	43.15	44.61	46.13	47.70	49.32	51.00	52.73	54.53	-
10	10	44.61	46.13	47.70	49.32	51.00	52.73	54.53	56.38	-
11	11	46.61	48.19	49.83	51.52	53.28	55.09	56.96	58.89	60.90

Licensed ECFE/School Readiness Related:

Continuing Contract Status: The parties agree that the Master Agreement applies to Early Childhood Family Education (ECFE) and School Readiness teachers and that such teachers have continuing contract rights.

Application: The following sections of the Master Agreement apply to ECFE/School Readiness

Hours of Service: Employees under this **Article** are hourly employees. The duty day, hours and assignment of ECFE/School Readiness teachers shall be established and assigned by the district for the contract year. Hours of assignment shall be flexible as assigned by the district. The district will determine specific duties and assignments in accordance with the need of the program. Work hours and assignments may be modified by the district to meet program needs. Staff may be reassigned as necessary. The teacher's full-time equivalence (FTE) shall be determined by dividing the annual assignment hours by 1.480.

Salary:

1. The hourly salary schedule pertains only to positions for which licensure is required.
2. Hourly salaries will be based upon years of experience in related fields after licensure was earned and on the level of education attained.
3. The Special Programs Administrator will recommend to the School Board original placement on the hourly salary schedule at the time of employment.

The School Board-approved salary schedule for teachers will be used to determine the ECFE hourly salary schedule, dividing each cell by 185 and then dividing by 8.

Paid Time:

1. Teachers will be given 15 minutes of paid preparation time at their regular hourly schedule for each 60 minutes of instruction (see ECFE/School Readiness Class Payment Chart).
- 2 Teachers will be paid at their regular hourly rate for 15 minutes prior to instruction time and 15 minutes following instruction time.

3. School Readiness teachers shall be provided with 30 minutes of preparation time and 30 minutes of conference time for each student on their class roster. Conferences are typically held 3 times during the school year.

4. Required staff development training and required staff meetings will be paid at the regular hourly rate.

Other Time at Teaching Rate: Home visits, weekly journaling, parent/teacher conference, staff meetings, Professional Learning Community (PLC) meetings, special events, parent advisory board, summer teaching and other events as scheduled will be paid at the teaching rate of pay. Teachers will be expected to participate in scheduled events as directed.

10. In the case of inclement weather causing classes to be canceled, School Readiness teachers will follow the District Protocol related to a Snow Day or Flexible Learning Day and teachers will be paid as such. ECFE teachers will be paid for up to two missed classes due to inclement weather as long as they are not going to be made up.

11. Teachers who are assigned classes that go beyond 6 p.m. or on Saturdays will be paid an additional \$.50 per hour for that amount of instructional time that occurs after 6 p.m. or on Saturdays.

12. Association School ECFE teachers are not entitled to any of the conditions of this Master Agreement other than Earned Safe and Sick Time and the salary schedule including not being placed on the School District seniority list.

Unrequested Leave of Absence: Any teacher who is scheduled to teach a class that is canceled for any reason shall be placed on an unrequested leave of absence for the length of time the class would have run.

ECFE/SCHOOL READINESS CLASS PAYMENT CHART

Length of Class (hrs.)	Prep (hrs.)	Before/After (hrs.)	=	Paid Time (hrs.)
1.00	0.20	0.50	=	1.70
1.25	0.25	0.50	=	2.00
1.50	0.30	0.50	=	2.30
1.75	0.35	0.50	=	2.60
2.00	0.40	0.50	=	2.90
2.25	0.45	0.50	=	3.20
2.50	0.50	0.50	=	3.50
2.75	0.55	0.50	=	3.80
3.00	0.60	0.50	=	4.10
3.25	0.65	0.50	=	4.40
3.50	0.70	0.50	=	4.70
3.75	0.75	0.50	=	5.00

IN TESTIMONY WHEREOF, the parties have executed this Master Agreement this
_____ day of _____ 2024.

SAINT PETER EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

By _____
Association Negotiator

By _____
Association Negotiator

INDEPENDENT SCHOOL DISTRICT 508

By _____
School Board Chairperson

By _____
School Board Clerk

By _____
School Board Negotiator

By _____
School Board Negotiator

St. Peter School District 508 Co-Curricular Fee Schedule 2023-2024 and 2024-25

Years of Experience	Non-Staff Non-Certified	Non-Staff Hour Certified	Non-Staff Certified	Staff Non-Certified	Staff Hour-Certified	Staff Certified
0-5 Years	1.00	1.02	1.04	1.02	1.04	1.06
6-9 Years	1.02	1.04	1.06	1.04	1.06	1.08
10+ years	1.04	1.06	1.08	1.08	1.10	1.10

	1.00	1.02	1.04	1.06	1.08	1.10
Activities Director	\$6438	\$6516	\$6703	\$6837	\$6969	\$7101

Athletics	Football Wrestling Gymnastics Boys Cross Country	Soccer Girls Swimming Softball	Boys Hockey Volleyball Boys Tennis Girls Cross Country	Girls Hockey Baseball Girls Tennis	Boys Basketball Boys Track Boys Golf	Girls Basketball Girls Track Girls Golf
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	1.00	1.02	1.04	1.06	1.08	1.10
Head Coach	\$5020	\$5125	\$5228	\$5333	\$5437	\$5542
Assistant	\$2872	\$2929	\$2987	\$3044	\$3102	\$3158
9 th Grade	\$2461	\$2511	\$2560	\$2608	\$2659	\$2707
Middle School	\$1847	\$1883	\$1920	\$1958	\$1994	\$2031

<i>Adaptive Bowling</i>	1.00	1.02	1.04	1.06	1.08	1.10
Head Coach	\$1068	\$1088	\$1110	\$1131	\$1152	\$1175
Assistant	\$694	\$708	\$723	\$736	\$749	\$762
POHI Assistant	\$348	\$354	\$361	\$369	\$375	\$382

General Activities			
<i>Speech</i>	1.00	1.04	1.10
Head Coach	\$5020	\$5228	\$5542
Assistant	\$2873	\$2988	\$3158
MS Coach	\$822	\$854	\$902
Tournament Director	\$822	\$854	\$902

<i>Debate</i>	1.00	1.04	1.10
Head Coach	\$2797	\$2909	\$3077

<i>Music Extra Duty</i>	1.00	1.04	1.10
Senior High Instrumental	\$3897	\$4054	\$4288
Senior High Choral	\$1949	\$2027	\$2144

Summer Band Assistant	\$780	\$811	\$858
KIDS Coordinator	\$1949	\$2027	\$2144

<i>Drama & Student Council</i>	1.00	1.04	1.10
Senior High Student Council	\$2666	\$2774	\$2933
Middle School Student Council	\$1334	\$1389	\$1466
Fall 3-Act Play Director	\$2666	\$2774	\$2933
** Assistant Director	\$1334	\$1389	\$1466
** Technical Director	\$2666	\$2774	\$2933
Contest One Act Play	\$2000	\$2081	\$2201
** Assistant Director	\$667	\$694	\$735
Spring 3-Act Play Director	\$2666	\$2774	\$2933
** Assistant Director	\$1334	\$1389	\$1466
** Technical Director	\$2666	\$2774	\$2933
Middle School Play Director	\$2000	\$2081	\$2201
** Assistant Director	\$667	\$694	\$735

Musical Play Vocal Director	\$2000	\$2081	\$2201
** Choreographer	\$1334	\$1389	\$1466
**Pianist	\$1334	\$1389	\$1466
Elementary Play Director	\$1598	\$1664	\$1760
High School Sound Person	\$2000	\$2081	\$2201
Dance Line	\$1334	\$1389	\$1466
Box Office Coordinator	\$534	\$556	\$586

<i>Advisors</i>	1.00	1.04	1.10
Senior Class Advisor	\$1068	\$1110	\$1175
Senior Class Advisor	\$1068	\$1110	\$1175
Junior Class Advisor	\$1068	\$1110	\$1175
Junior Class Advisor	\$1068	\$1110	\$1175
Junior Class Prom Assistant	\$267	\$278	\$294
Sophomore Class Advisor	\$534	\$557	\$587
Freshman Class Advisor	\$534	\$557	\$587
National Honor Society Advisor	\$1068	\$1110	\$1175
National Honor Society Assistant	\$428	\$444	\$470
(N) Elementary Student Council	\$747	\$777	\$823
(S) Elementary Student Council	\$747	\$777	\$823
Elementary Science Fair	\$747	\$777	\$823
Intermediate Science Fair	\$747	\$777	\$823
Elementary School Patrol	\$800	\$834	\$881
Thespians	\$747	\$777	\$823
Quill and Scroll	\$747	\$777	\$823
Pep Club	\$800	\$834	\$881
Ecology Club	\$747	\$777	\$823

Future Teachers of America	\$747	\$777	\$823
USAA Target	\$1068	\$1110	\$1175
USAA Target Assistant	\$534	\$557	\$587
SADD Elementary	\$534	\$557	\$587
Middle School Yearbook	\$534	\$557	\$587
Middle School Newspaper	\$428	\$444	\$470
Yellow Ribbon	\$428	\$444	\$470
SWAT	\$428	\$444	\$470

Academic Coaches	1.00	1.04	1.10
Academic Decathlon	\$1068	\$1110	\$1175
Academic Pentathlon	\$747	\$777	\$823
Math League	\$1068	\$1110	\$1175
Math League Assistant	\$428	\$444	\$470
Middle School Math Counts	\$747	\$777	\$823
Knowledge Bowl (9-12)	\$1068	\$1110	\$1175
Knowledge Bowl (7-8)	\$1068	\$1110	\$1175
Knowledge Bowl Assistant	\$267	\$278	\$294
Mock Trial	\$1068	\$1110	\$1175
Mock Trial Assistant	\$428	\$444	\$470
Model UN	\$747	\$777	\$823
Visual Arts	\$747	\$777	\$823
First Tech Challenge	\$1068	\$1110	\$1175

Extra Compensation	
Co-Curricular Workers	\$38.50 per event
Student Bus Supervisor	\$40.37 per event
Driver Education	\$38.50 per hour
Overload/6 th Class	\$44.00 per hour
Coaching Aides	\$10.49 per hour
HIGHLIGHTS Contact	\$713.90 per year
Dept. Chair/Grade Level Leader	\$550 per year
Middle School Advisory Team	\$1,200 per year
Hourly Department Work	As determined by current year contract 1 - 5 years experience- Step 1 at teacher's education lane 6 - 10 years experience- Step 6 at teacher's education lane 10+ years experience- Step 10 at teacher's education lane
Continuing Education Committee	\$1000 per year for the lead (\$500 paid by District, \$500 paid by SPEA) \$500 per year for members (\$250 paid by District, \$250 paid by SPEA)
Strength Coach	\$3630 per season (3-three-month seasons)
Homebound Instruction	Teacher's hourly rate for instruction provided outside of the regular school day or during preparation periods.



Q-COMP
MEMORANDUM OF UNDERSTANDING
between
Independent School District No. 508
and
Saint Peter Education Association

This Memorandum of Understanding (MOU) is entered into between Independent School District No. 508, Saint Peter, MN (District) and the Saint Peter Education Association (SPEA) to establish and implement an alternative teacher professional pay system (Q-Comp).

Q-Comp will commence at the beginning of the 2014-15 school year, contingent upon approval from the SPEA general membership and the District School Board. The District and SPEA agree that the terms of this Memorandum of Understanding will continue into successive years, unless by April 1 of a given year, the District or SPEA gives notice of intent to withdraw from Q-Comp at the end of that school year. The District and SPEA may mutually agree to minor revisions to Q-comp without renewing this entire document.

Should there be any change to the alternative teacher professional pay systems statutes (MN Stat. 122A.414 or 122A.415), both parties agree to discontinue all provisions of Q-Comp unless an alternative agreement is reached. The discontinuation will occur on June 30 with all funds accounted for as of that date.

1. Funding

- 1.1 All Alternative compensation funding from the state of Minnesota and from the local alternative compensation levy will be used exclusively for Q-Comp
- 1.2 The district may, at its discretion, supplement the funding of Q-comp from the general fund or other funding sources.
- 1.3 If the state of Minnesota increases the per capital dollar amount of alternative compensation funding, the extra funds will be allocated by the Q-Comp Advisory Team.
- 1.4 Any Q-Comp funds not used in one school year will automatically carry over to the following year's Q-Comp budget.
- 1.5 The Q-Comp Advisory Team will make recommendations for the annual Q-Comp budget to the School Board for approval.

2. Eligibility for Q-Comp

- 1.6 All teachers, as defined by MN Stat. 122A.40 and the Master Agreement, are eligible for all portions of compensation.

- 1.7 Teachers who work a partial year due to late hire, severed employment, leave of absence, sabbatical, family/medical leave, or retirement will be eligible for all incentive payments, provided the teacher is employed by the district and actually teaches a minimum of one hundred twenty (120) days excluding professional development days.
- 1.8 Part-time teachers are eligible to receive full incentive pay provided they meet all of the Q-Comp requirements for full-time teachers.
- 1.9 No teacher will receive more than 100 percent of Q-Comp incentive amounts.

2. Contingency

Should either party give notice of intent to withdraw from Q-Comp per this MOU, the provisions of this MOU will cease on June 30 of that year. All performance pay and steps earned through that school year will be paid per this MOU.

- 2.1 The salary schedule will remain in full force and effect.
- 2.2 The value of the salary schedule will not be diminished. All teachers will move to the next step earned during that school year.
- 2.3 Teachers will continue to make horizontal movements according to the terms of the Master Agreement.
- 2.4 Teachers will revert back to annual step movement as per the Master Agreement.

3. Saint Peter Public Schools Q-Comp Components and Budget (Attachment A)

Signed:

For: Saint Peter Education Association

For: Independent School District 508
Saint Peter Public Schools

SPEA President

Board Chair

SPEA Secretary

Dated: _____

Dated: _____

Ratified by the SPEA membership on

Ratified by the School Board on



**Memorandum of Understanding
Between
Independent School District no. 508
And
Saint Peter Education Association**

Compensatory Time in Lieu of Payment for Serving as a Substitute During Preparatory Periods

This Memorandum of Understanding (MOU) is entered into between Independent School District no. 508, Saint Peter, MN (District) and the Saint Peter Education Association (SPEA) to allow for compensatory time in lieu of payment for serving as a substitute for another teacher during preparatory periods. This is a non-precedent setting agreement and not an indication of similar agreements in the future.

Compensatory Leave: Compensatory Leave will be granted for assignment of a teacher to a class or school related duty during a preparation period, or the coverage of other classes. Other teaching-related duties assigned outside of the contracted school day may also be granted ~~Compensatory~~ Leave if deemed appropriate and approved in advance by the superintendent.

Subd. 1: Compensatory time can be earned in 30-minute increments. The time earned will round up to the nearest thirty-minute interval.

Subd. 2: After an accumulation of 450 (four hundred fifty minutes of earned compensatory time the teacher will be eligible to request and receive one (1) day of Compensatory Leave. Compensatory Leave can only be taken in full day increments. Compensatory leave is accumulative to a maximum of two (2) days and may be carried over to the next school year.

Subd. 3: During accumulation and after accumulation of 450 (four hundred fifty) minutes, the teacher has the option of taking the compensatory leave or be entitled to receive upon written request on the last day of the school year, the sum equal to the daily substitute rate.

Subd. 4: Compensatory Leave earned days may not be used on the first and last day of school, or on staff development days.

Subd. 5: Request for compensatory leave must be made to the building principal at least 2 days in advance. Requests shall be considered only upon submission of a request made through the school district's automated absence management system and must have a substitute assigned to the absence. No more than 3 teachers from each building shall be granted personal or compensatory leave during the same school day.

Subd. 6: Emergency Closings: In the event school is closed for the full day, teachers on Compensatory Leave will not be charged for that day.

Subd. 7: It is understood that this MOU does not relieve the administration of its obligation to hire regular substitutes when appropriate.

Subd. 8 This MOU is in effect until June 30, 2025. Any compensatory time accumulated prior to this date will remain until used or paid out.

Signed:

For: Saint Peter Education Association

For: Independent School District 508
Saint Peter Public Schools

SPEA President

Superintendent

SPEA Secretary

Board Chair

Dated: _____

Dated: _____