

Our mission is to provide a safe educational environment where students develop lifelong learning skills that nurture positive attitudes and self-worth.



MASTER CONTRACT AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT #885

AND

EDUCATION MINNESOTA ST. MICHAEL-ALBERTVILLE

July 1, 2023 - June 30, 2025

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1. PURPOSE

This AGREEMENT is entered into between Independent School District No. 885, Albertville, Minnesota, hereinafter referred to as the School District, and the Education Minnesota – St. Michael / Albertville, Local 1994, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

2. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

2.1 RECOGNITION

In accordance with the PELRA, the School District recognizes the Education Minnesota – St. Michael / Albertville as the Exclusive Representative of teachers employed by the School District, whose Exclusive Representative shall have those rights and duties as prescribed by the PELRA, and as described in this Agreement.

2.2 APPROPRIATE UNIT

The Exclusive Representative shall represent all the teachers of the District as defined in this Agreement and in said Act.

3. DEFINITIONS

- 3.1 **PELRA**: Shall mean the Public Employment Labor Relations Act of 1971, as amended MS § 179A.01.
- 3.2 **TERMS AND CONDITIONS OF EMPLOYMENT**: The term, terms and conditions of employment, means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits, other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, staffing ratios, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. In the case of school employees, "terms and conditions of employment" includes adult-to-student ratios in classrooms, student testing, and student-to-personnel ratios. Terms and conditions shall be subject to the provisions of the M. S. § 179A.03, Subd. 19.
- 3.3 **TEACHER**: The term, "teacher," shall mean any person in the appropriate unit employed by the School District in a position for which licensure is required by the Professional Educator Licensing and Standards Board; in a position as a physical therapist, occupational therapist, art therapist, music therapist, or audiologist; or in a position creating and delivering instruction to children in a preschool, school readiness, school readiness plus, or pre-kindergarten program or other school district based early education program. The term "teacher" shall not, however, include any superintendent, assistant superintendent, principal or assistant principal who devotes more than fifty percent (50%) of his/her time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees as may be excluded under the provision of PELRA. Any teacher within the unit who is employed on a less than full-time basis will have all contract rights which are stated herein prorated in the appropriate percentage, subject to such restrictions as may be contained within the District's insurance contracts or as otherwise provided for in other text within this Agreement.
- 3.4 **EMPLOYER**: Shall mean St. Michael-Albertville Independent School District No. 885.
- 3.5 **BOARD**: Shall mean the School Board of St. Michael-Albertville Independent School District No. 885.
- 3.6 **EXCLUSIVE REPRESENTATIVE**: Shall mean Education Minnesota - St. Michael / Albertville, Local 1994.
- 3.7 **MEET AND CONFER**: The School Board shall designate a representative or a committee to meet and confer with Education Minnesota - St. Michael / Albertville, which may include its representative, in accordance with MS § 179A.08, Subdivision 2.
- 3.8 **DAY**: The parties agree that the definition of a day shall follow the definition of a "basic day" as provided in Section 10.1 and shall be broken down into respective hourly increments with a day constituting a sum total of eight (8) hours.

3.9 **OTHER TERMS:** Terms not defined in this Agreement shall have those meanings as defined by MS § 179A.

4. SCHOOL DISTRICT RIGHTS

4.1 INHERENT MANAGERIAL RIGHTS

The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. The School District shall meet and confer to discuss policies and other matters relating to their employment that are not terms and conditions of employment.

4.2 MANAGEMENT RESPONSIBILITIES

The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

4.3 EFFECT OF LAWS, RULES, AND REGULATIONS

The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws, rules and regulations of the State Board of Education, and valid rules, regulations, and orders of State and Federal government agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders, shall be null and void and without force and effect. In the event a provision of this Agreement is deemed by a court or agency of competent jurisdiction to be in violation of a law, rule, or regulation, the parties shall enter into negotiations for the purpose of amending such provision to bring it into required compliance.

4.4 RESERVATION OF MANAGERIAL RIGHTS

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

5. TEACHER RIGHTS

5.1 RIGHT TO VIEW

Pursuant to MS § 179A.06, Subdivision 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative; nor shall it be construed to require any teacher to perform labor or services against his/her will.

5.2 RIGHT TO JOIN

Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

5.3 REQUEST FOR DUES CHECK OFF

Teachers shall have the right to request and be allowed payroll deduction for the exclusive representative, and the political fund associated with the exclusive representative and registered pursuant to section 10A.12.

The School District must rely on a certification from the exclusive representative requesting remittance of a deduction that the organization has and will maintain an authorization, signed by the public employee as defined in state statute. The exclusive representative is not required to provide the School District a copy of the authorization unless a dispute arises about the existence of the terms of authorization. The exclusive representative must indemnify the School District for any successful claims made by a Teacher for unauthorized deductions in reliance on the certification.

Any dues deduction will remain in effect until the School District receives notice from the exclusive representative that the Teacher has changed or canceled their authorization in writing in accordance with the terms of the original authorizing document, and the School District is required to rely information from the exclusive representative receiving remittance of the deduction regarding whether the deductions have been properly changed or canceled. The exclusive representative must indemnify the School District, including any reasonable attorney fees and litigation costs, for any successful claims made by the Teacher for unauthorized deductions made in reliance on such information from the exclusive representative.

Deduction authorizations are independent from the Teacher's membership status with the exclusive representative and remain in effect whether or not this Agreement has expired or authorizes the deduction.

The School District must commence deduction within 30 days of notice of authorization from the exclusive representative and must remit the deductions to the exclusive representative within 30 days of the deduction.

This language is intended to reflect the statutory requirements set out in Minnesota Statutes section 179A.06, Subdivision 6.

5.4 PERSONNEL FILES

Pursuant to MS § 122A.40 Sub. 19 as amended, all evaluations and files relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense, and to submit for inclusion in the file written information in response to any material contained therein. A district may destroy the files as provided by law and must expunge the teacher's file of any material found to be false or inaccurate through the grievance procedure.

5.5 COPE DEDUCTIONS

Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the amount the teacher has agreed to contribute to the NEA and/or AFT political action committees (AFT-COPE or NEA Fund for Children and Public Education) in the same manner and according to the same schedule as the School District makes authorized deductions for dues check-off.

6. BASIC SCHEDULES AND RATES OF PAY

6.1 2023-2024 SALARY SCHEDULE

The wages and salaries reflected in Appendix A; attached hereto, reflect schedule increases for the 2023-2024 school year.

6.2 2024-2025 SALARY SCHEDULE

The wages and salaries reflected in Appendix B, attached hereto, reflect schedule increases for the 2024-2025 school year.

6.3 STATUS OF THE SALARY SCHEDULE

The salary schedules attached hereto as Appendix A and Appendix B shall not be construed as part of a teacher's continuing contract.

6.4 PLACEMENT ON THE SALARY SCHEDULE

The following provision shall govern placement on the appropriate basic salary schedule:

6.4.1 Initial Placement

A new teacher shall be placed on such a step of the salary schedule as agreed between the District and the teacher. The parties agree that the initial placement of a teaching candidate who has completed a master's degree which substantively reflects an undergraduate teacher licensure program does not automatically warrant placement in the master's lane without additional coursework in a course content area, including education, indicating additional knowledge or competence beyond basic licensure requirements. Initial lane placement cannot be altered for one calendar year following the date of hire notwithstanding any other provisions of Section 6.4.

A teacher will be provided written notice of lane placement at the time of hire and may request pre-approval from the director of administrative services prior to the date of hire to apply credits towards a future lane change. Once employment has started, all credits applied to lane changes must be earned after the date of hire unless pre-approved.

6.4.2 Salary Step and Career Increment Advancement

A teacher shall advance on the basic salary schedule one (1) full step increment advancement for each year of one hundred twenty (120) or more days of teaching service to the District. A day is defined in Section 3 as the number of hours an employee is contracted to work.

Upon completion of one year on Step 15, teachers will realize a career increment. The non-accumulative career increment will be added to the appropriate lane at Step 15 on the basic salary schedule.

6.4.3 Lane Increment

1. Application for a lane change must be submitted by September 15 (cycle no. 1) or February 15 (cycle no. 2). No teacher shall be granted more than one (1) lane change per cycle or two lane changes per school year. Teachers hired after May 2, 2022 are also limited to a maximum of one lane change per school year for any post-Master's graduate lane changes (i.e. MA to MA 10, MA 10 to MA 20, and MA 20 to MA 30).
2. A teacher's contract will not be modified to reflect an earned lane change retroactively. Lane changes approved following the September 15 deadline will be effective the following November 1. Lane changes approved following the February 15 deadline will be effective at the start of the following April 1.
3. Application for a lane change shall be made to the office of the director of administrative services by submission of a transcript of credits and a form to be designated by the school district.
4. Credits applied to a lane change must be earned after the date of hire.
5. Any credits applied to lanes beyond the MA lane must be earned subsequent to the earning of the Master's Degree.
6. Credits are to be used only once for a lane change.
7. For the purposes of this section, a "reputable institution" would include, but is not limited to, an institution that has been regionally accredited by an appropriate state or non-profit agency which commonly provides accreditation for higher education in the respective state and/or region.

6.4.4 Undergraduate Lane Changes (BA to BA 10, BA 10 to BA 20, BA 20 to BA 30)

1. Teachers are encouraged to seek pre-approval for coursework before they register to avoid a possible denial of use of credits for a lane change. Course pre-approvals may be requested by any Teacher and are valid for two years following approval by the superintendent and his/her designee.
2. Credit for an undergraduate lane change is defined as all undergraduate and graduate credits applicable to a major or minor field of teaching licensure, or to a Masters or fifth (5th) year program. All courses required by the continuing education regulations for re-certification of the teaching license will be applicable for a lane change, but classified as undergraduate credits.
3. Except as noted in paragraph 3, credits must be in the teacher's major field of concentration or in a field in which a portion of the teacher's assignment is included or in an area listed on the teacher's current teaching license or in education.
4. Any other credits must be approved in advance by the superintendent or his/her designee.
5. Effective for teachers with a hire date after July 1, 2020, the parties agree that credits for K-12 administrative licensure are not generally considered germane to the teacher's assignment and that the school district will limit the application of administrative credits to no more than ten (10) credits, viewed cumulatively, per teacher towards any lane change in an entire STMA career. Credits that are both administrative and germane to the

teacher's assignment, and otherwise meet the provisions for lane changes as specified in this section would continue to be eligible for a lane change credit subject to administrative approval. Approval for such credits must be granted by the superintendent or his/her designee prior to the inception of the course work. The limitations in this paragraph do not apply to teachers hired before July 1, 2020.

6. Up to four undergraduate credits per lane change are allowed prior to placement in the MA lane, but must be pre- approved by the superintendent or his/her designee.
7. Credits must be at least a grade of "B" or its equivalent ("S" on a satisfactory/unsatisfactory grading system or "P" on a pass/fail grading system).
8. One (1) semester credit hour shall equal one and one-half (1 ½) quarter credit hours. Other credit systems will be evaluated at the discretion of the district.
9. College credits must be earned through a reputable institution of higher learning with qualified staff at a nationally or regionally accredited college or university.
10. All coursework applicable to a lane change may be reviewed by the superintendent or his/her designee for inclusion of substantive content comparable to undergraduate or graduate level coursework at a reputable institution.
11. A district's adverse credit approval decision may be appealed in writing by the exclusive representative within ten (10) days following employee notice of an adverse decision and reviewed by the Credit Evaluation Committee.

6.4.5 GRADUATE LANE CHANGES (BA 30 to MA, MA to MA 10, MA 10 to MA 20, MA 20 to MA 30)

1. Teachers are encouraged to seek pre-approval for coursework before they register to avoid a possible denial of use of credits for a lane change. Course pre-approvals may be requested by any Teacher and are valid for two years following approval by the superintendent or his/her designee.
2. Credit for a graduate lane change is defined as graduate credits at a reputable and accredited institution or credits that represent the equivalent of graduate coursework. Credits must be at least a grade of "B" or its equivalent ("S" on a satisfactory/unsatisfactory grading system or "P" on a pass/fail grading system).
3. College credits must be earned through a reputable institution of higher learning with qualified staff at a nationally or regionally accredited college or university.
4. Credits reported from Learner's Edge, regardless of reporting institution, do not meet the definition of "graduate credits" for the purposes of this section. Such credits may only be used for undergraduate credits.
5. All courses required by the continuing education regulations of re-certification of the teaching license will be applicable for a lane change. Courses taken through a reputable institution of higher learning with qualified staff at a nationally or regionally accredited college or university that are identified as "continuing education" coursework that is otherwise germane to the teaching assignment may qualify for graduate credit for all graduate lane changes.
6. Except as noted in paragraph 4, credits must be in the teacher's major field of concentration or in a field in which a portion of the teacher's assignment is included or in

an area listed on the teacher's current teaching license or in education. Any other credits must be approved in advance by the Superintendent or his or her designee.

7. Effective for teachers with a hire date after July 1, 2020, the parties agree that credits for K-12 administrative licensure are not generally considered germane to the teacher's assignment and that the school district will limit the application of administrative credits to no more than ten (10) credits, viewed cumulatively, per teacher towards any lane change in an entire STMA career. Credits that are both administrative and germane to the teacher's assignment, and otherwise meet the provisions for graduate lane changes as specified in this section would continue to be eligible for a lane change credit subject to administrative approval. Approval for such credits must be granted by the superintendent or his/her designee prior to the inception of the course work. The limitations in this paragraph do not apply to teachers hired before July 1, 2020.¹
8. All coursework applicable to a lane change may be reviewed by the superintendent or his/her designee for inclusion of substantive content comparable to undergraduate or graduate level coursework at a reputable institution.
9. A district's adverse decision on approval of credits may be appealed in writing by the exclusive representative within ten (10) days following employee notice of an adverse decision and reviewed by the Credit Evaluation Committee.
10. For a lane change from MA 20 to MA 30, credits must be germane to the current teaching assignment as determined by the superintendent or his/her designee, reflect a grade equivalent of "B" or higher, and earned after the teacher has attained the MA+20 lane.

6.4.6 Credit Approval Appeal Process

- a. Purpose - In instances of appeal by a teacher, the evaluation of credits will be made by the Credit Evaluation Committee. The purpose of the Committee is to approve or disapprove credits in accordance with the provisions of this section.
- b. Makeup of the Committee -The makeup of the Credit Evaluation Committee will consist of the President of Education Minnesota- St. Michael-Albertville (EM-STMA) or his/her designee and the superintendent or his/her designee. In the event that the Committee is unable to make a consensus determination as to the applicability of credits, the credits will not be approved for lane change or placement. The Committee members agree to act in good faith and work towards a consensus determination whenever possible placing appropriate emphasis on consistency under similar facts and circumstances.
- c. Application for approval - Application for approval of credits must be submitted in advance in writing. If unusual circumstances do not permit submission in advance, the Credit Evaluation Committee may decide to approve credits after the fact in exceptional circumstances.

¹ Effective upon ratification of the 2023-25 Master Agreement, the parties clarify and affirm that the intent of this paragraph provision is to otherwise waive any applicable germane to licensure/assignment standard for any post-MA lane changes related to education administration credits for certified staff hired before July 1, 2020.

6.4.7 National Board Certification

Any teacher who earns and /or maintains a National Board for Professional Teaching Standards (NBPTA) certification and/or Certificate of Clinical Competence, or certification for National Certified School Psychologists, Clinical Social Workers, or Certified Orientation and Mobility Specialists will receive up to a \$1000.00 year stipend for the length of their certification. This stipend will be prorated based on the teacher's FTE.

With the exception of specialists who are required to recertify each year, teachers must submit sufficient evidence of certification to the director of administrative services each year by August 1st for the stipend to be applicable the following school year.

6.4.8 Payroll Procedure

Payment of the annual base salary each year of the agreement shall begin in September and end in August according to the following language:

- a. Teachers shall be given the option of choosing to receive their annual salary in twenty-four (24) equal bi-monthly payments from September to August, or may receive twenty (20) equal bi-monthly installments from September to June.
- b. Teachers must select a payment option prior to the start of employment or the work year, whatever is applicable. The annual payment option selected shall remain in effect from year to year or until the teacher informs the School District in writing of the desire to change payment options for a subsequent year. In no event shall the payment option of a teacher be changed after the start of the first day of the teacher's work year.
- c. In the event a teacher fails to inform the School District of his/her desired payment option prior to the start of the teacher's work year or employment, that teacher shall be paid in twenty-four (24) equal installments (pro-rated for teachers who start employment after the start of the school year).
- d. In the event a successor agreement is not entered into prior to the expiration of this Agreement, a teacher shall be compensated according to the terms of this Agreement until a successor agreement is fully ratified.
- e. Teachers shall receive payment on the 15th and 30th of each month except when the 15th or 30th falls on a Saturday, Sunday, or federal holiday when payment will be made on the preceding business day.

6.4.9 Retroactive Pay

Retroactive pay will be received by the bargaining unit working under an expired contract except those teachers who voluntarily terminated their employment for reasons other than retirement or resignation effective at the end of the contract year.

7. EXTRA COMPENSATION

7.1 EXTRA AND CO-CURRICULAR SALARY SCHEDULE

The wages and salaries for all extra and co-curricular assignments are reflected in Appendix C, which is attached hereto and incorporated into this Agreement.

7.2 ASSIGNMENTS

7.2.1 All extra and co-curricular assignments shall be on a voluntary basis and shall not be part of a teacher's continuing contract. Resignation from an extra or co-curricular activity must be submitted 90 calendar days prior to the start of the activity, except in the case of emergency. Fall sports and activities advisors must submit their resignations by May 1st prior to the end of the school year.

7.2.2 The amounts reflected in Appendix C shall apply only when the position is filled by a licensed staff member currently employed by the District.

7.2.3 The parties agree that the School Board or its duly designated representative shall attempt to fill the positions in Appendix C with qualified licensed staff in the employment of the District based upon experience, knowledge, skill and demonstration of success. Vacancies shall be posted on the district web site. Vacancies shall also be sent by email to all staff.

7.3 STATUS

The extra and co-curricular salary schedule is based upon a percentage as specified in Appendix C applied against the BA lane of the salary schedule. For purposes of compensation on the extra and co-curricular schedule, a person receives credit for one step after each academic year in which that person actually performs an assignment under that schedule for the School District. A Teacher may advance only to the top of the BA lane.

7.4 NEW POSITIONS IN APPENDIX C

If the District creates any additional position(s) not already included in Appendix C, the District and the Exclusive Representative will negotiate the salary for the newly created position.

7.5 EXTRA AND CO-CURRICULAR PAYMENTS

Teachers involved in extra and co-curricular assignments as set forth in Appendix C, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement. Payments shall be paid in two increments (midpoint and at the conclusions of the assignment).

7.6 PROFESSIONAL GROWTH

The District will designate \$12.50 per pupil unit each year of the contract to be used for professional growth for unit members for the purpose of enhancing teaching performance. These allocations will be appropriated from any mandated staff

development funds. If mandated funds are not available the amount designated will come from the general fund. This money will be distributed to each building based on the number of teachers in the building. Requests for professional growth will be considered by the building Professional Growth Committees. The Professional Growth Committees will be established by the Education Minnesota – St. Michael / Albertville.

Each committee or designee will have the responsibility for approval and/or non-approval. Decisions will be addressed at the attendance area level. The committee can approve all, part, or none, of each request. Requests will be honored on a first-come, first-serve basis. The decision of the building committee will be final and binding.

It will be the responsibility of each attendance area principal to notify the District Office of expenditures for record keeping purposes.

7.7 SCHEDULE C RETROACTIVE PAY

Retroactive pay for schedule C will be awarded to positions that are on steps only, but will not be made available to coaches or advisors who have voluntarily separated from the school district and who no longer have other employment relationships with the district at the time of ratification. An exception to this provision will be made for retiring teachers or certified staff who resign but work until the end of the school year.

All other provisions of Schedule C are effective as of the date of ratification only. The changes in stipend percentages and/or stated dollar amounts as proposed for Schedule C for the 2023-2025 Master Agreement will be effective as of July 1, 2024.

8. INSURANCE

8.1 GENERAL PROVISIONS

The District will provide the following group insurance program to all eligible teachers who choose to participate.

Any teacher commencing a leave of absence during the term of this Agreement shall be entitled to remain in the group insurance programs of the District, at personal cost during the period of leave, for as long as the insurance carrier shall permit such participation; provided, however, that the teacher arrange payment of any required insurance premium to the District Office before such premium payments are due and payable to the insurance carrier by the District.

8.2 HEALTH AND HOSPITALIZATION INSURANCE

The District shall provide a health and hospitalization insurance program. Any changes in the aggregate health and hospitalization insurance program must be voted on and approved by the union membership. The selection of the insurance carrier and policy shall be made by the School District as provided by law with the mutual agreement of the teachers union.

8.2.1 Single Insurance

The School District shall contribute up to \$564.00 per month for premiums for any teacher who qualifies for, and is enrolled in the School District's health and hospitalization insurance plans. Effective October 1, 2024, the District shall contribute up to \$642 per month. Any additional cost of the monthly premium shall be borne by the employee and shall be paid by payroll deduction. A portion of the monthly contribution may be put into a health saving account according to the terms and conditions of the individual insurance plan.

8.2.2 Dependent Coverage

The School District shall contribute up to \$1345.00 per month for premiums for any teacher who qualifies for, and is enrolled in the School District's health and hospitalization plans. effective October 1, 2024, the District shall contribute up to \$1530 per month Any additional cost of the monthly premium shall be borne by the employee and shall be paid by payroll deduction. A portion of the monthly contribution may be put into a health saving account according to the terms and conditions of the individual insurance plan.

8.2.3 Retiree Coverage

- A. All full-time teachers who have completed twenty (20) years of actual teaching service in the St. Michael-Albertville School District, and do not qualify for

Medicare, shall be eligible to continue participation in the District's group health and hospitalization insurance plans, provided that the employee was participating in the plan prior to retirement. The School District shall contribute fifteen hundred dollars (\$1500.00) annually toward the cost of a single premium and effective September 1, 2022, the District shall contribute three thousand dollars (\$3000.00) annually toward the cost of a single premium for a maximum of five (5) years, or until the provisions of paragraph C apply, for each teacher retiree who enrolls in and qualifies for, under the provisions listed herein.

- B. An eligible retiree may elect to apply the School District's premium contribution toward dependent coverage, provided the retiree meets the School District's requirement for the premium contribution. If the retiree dies before the federal age requirement for Medicare, an eligible spouse may elect to continue coverage as outlined under this section until the deceased retiree would have qualified for Medicare.
- C. Should the retiree become eligible for Medicare or Medicaid benefits prior to the federally mandated age requirement, the benefits outlined in this section shall cease upon the date the retiree became eligible for Medicare or Medicaid.
- D. Should the retiree, through re-employment, become eligible for health insurance benefits comparable to the District's plan, the District's contribution shall cease. The retiree qualifying under this section shall notify the District of any re-employment during the period covered in paragraph A above.
- E. The maximum lifetime benefit in district contribution towards insurance that a retiree (or combined with the retiree's spouse if applicable) may realize under the provisions of this section is \$15,000.00.
- F. The retiree must enroll in insurance coverage during the initial period of enrollment eligibility following retirement as extended by Continuation of Health Coverage Act (COBRA).
- G. Effective for the 2023-24 school year and thereafter, an STMA retiree who meets the eligibility criteria in Paragraph A of this section, and who retains a valid MN teaching license, will be eligible for up to an additional two thousand dollars (\$2000.00) annually toward the cost of a single premium for medical insurance coverage for a maximum of five (5) years, or until the provisions of paragraph C apply, for each eligible teacher retiree who works twenty (20) complete duty days as a substitute teacher during a designated school year. The district will credit these funds pro rata at the start of the benefit plan year based on a notice of intent and may recover a pro rata portion of these funds if the terms of this paragraph are not met. Additional premiums contributions pursuant to this substitute teaching provision as identified in Paragraph G do not otherwise apply towards the lifetime maximum benefit identified in Paragraph E. The benefit earned in this paragraph is in addition to the compensation earned for subbing which will not be less than the daily substitute rate of pay.

8.2.4 Medical Insurance Benefits For Married Certified Staff

For two permanent certified staff members who are legally married and hired on a continuing contract under this Agreement the following medical insurance benefits apply:

- a. This section is not effective until October 1, 2024;
- b. Both staff members must have their terms and conditions of employment determined by this Master Agreement;
- c. One of the staff members must enroll dependent/family medical insurance coverage with the school district;
- d. Each of the staff members must provide necessary documentation to determine eligibility as requested by Human Resources;
- e. The maximum benefit for both staff members is the district contribution limit for dependent care medical insurance coverage per month plus \$150.00 per month.
- f. This benefit will be paid in the form of a contribution; and
- g. The total district medical insurance contribution benefit for both staff members combined cannot exceed the total monthly premium cost of the policy.

8.3 INCOME PROTECTION

8.3.1 After the first pay period, full-time employees who work at least seventy-five (75) days per year will be covered under the District's Long Term Income Protection insurance plan. Ninety (90) consecutive calendar days after a teacher is totally disabled, the teacher shall receive monthly benefits of two-thirds (2/3) of their monthly earnings, subject to contract limits.

8.3.2 The School District shall contribute the full annual premium for each full-time teacher, and prorated premium for each part-time teacher who works a minimum of 20 hours a week and who chooses to participate in the plan.

8.4 LIFE INSURANCE

The School District shall contribute the full annual premium for \$50,000 term life insurance for each full-time teacher, designated as a 0.5 FTE or higher, for the 2023-2025 school years. Teachers may purchase coverage beyond this amount at their own expense, subject to policies of the insurance carriers.

8.5 DENTAL INSURANCE

The School District shall contribute up to \$340.00 per year for single or family coverage for all teachers who qualify for and enroll in the District's dental insurance program. Effective October 1, 2024, the District shall contribute up to \$360 per year. Any additional cost of the monthly premium shall be borne by the employee and shall be paid by payroll deduction.

8.6 CLAIMS AGAINST THE SCHOOL DISTRICT

The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim

shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

8.7 ACTIVITY CENTER FEE BENEFIT

1. Permanent certified staff hired at half-time or more are eligible for a single annual membership credit effective March 1 1, 2024.
2. This credit may be applied one-time between July 1 and June 30.
3. This credit may only be used towards an Activity Center annual membership as administered through STMA Community Education;
4. Eligible staff may elect to apply the credit towards a family membership;
5. This benefit is not retroactive to membership fees charged prior to March 1, 2024;
6. This benefit also extends to retired STMA teachers with fifteen or more years of service to the STMA school district; and
7. The school district reserves all rights to change membership fees and alter, change, or discontinue the activity center membership program.

9. LEAVES OF ABSENCE

9.1 SICK AND SAFE TIME

9.1.1 Each teacher under contract in the appropriate unit shall earn sick and safe time with pay at the rate of ten days the first (1st) year and fifteen (15) days for each subsequent year in the employ of the District. The annual amount of sick leave to be credited for the year shall be added to the amount of unused, accumulated sick leave, if any, and the sum of such sick leave shall be available to the teacher at the commencement of the teacher's duty year.

9.1.2 Unused sick and safe time shall accumulate from one year to the next to a maximum of one hundred ten (110) days. Teachers who have accumulated the maximum number of days shall not have sick days deducted from the total of one-hundred ten (110) until that teacher has exhausted fifteen (15) days pursuant to Subdivision 1 of this Article.

9.1.3 Teachers shall utilize their allowance of sick and safe time when an absence is due to:

- Physical or mental illness or disability;
- Medical, dental or chiropractic treatment or preventative care;
- Closure of the school district due to weather or public emergency²;
- Domestic abuse, sexual assault or stalking of a family member; or
- Other reasons as cited in Minnesota Statute sections 181.032 and 181.9445 to 181.9448.

Cumulative sick and safe time leave may be utilized for absences due to the same reasons cited above for the following family members of the Teacher (subject to an annual maximum of 30 days):

- Child, including foster child, adult child, legal ward, child for whom the Teacher is a legal or guardian or child to whom the Teacher stands *in loco parentis*;
- Spouse, or registered domestic partner;
- Sibling, stepsibling, or foster sibling;
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child;
- Grandchild, foster grandchild or step-grandchild;
- Grandparent or step-grandparent;
- Child of the sibling;
- Sibling of the parents of the Teacher;
- Child-in-law or sibling-in-law;

² The inclusion of this statutory language does not alter the district's prior practice for school closure during the initial two days of cancellation per school year or the expectations for certified staff to work remotely in the event an e-learning day is designated by the superintendent.

- Any family members identified above of the Teacher's spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the employee.

Teachers may use all of their accumulated sick leave for an ill child under eighteen (18) years of age or a child under the age of twenty (20) who is still attending secondary school.

Additional sick leave may be granted by the superintendent or the director of administrative services, whose decision is not subject to the grievance procedure.

The District may require documentation, including the written statement of a qualified and licensed medical provider, to qualify an employee's eligibility for the use of sick leave under this section.

The parties agree that the terms and provisions outlined in this section are intended to mirror or reflect the requisites outlined in M.S. §§ 181.032 and 181.9445 to 181.9448. In the event that the substantive terms and conditions stated in statute involving the use of sick leave are amended, or the statute is rescinded, the parties would negotiate the language in this section following the expiration of the contract. "Substantive terms and conditions" for the purposes of this section are any statutory changes that impact the employee's access to the amount of sick leave, or the conditions under which the employee can access or utilize sick leave.

9.1.4 A teacher who is absent more than two (2) consecutive days may be required by the District to furnish a statement from a qualified and licensed medical provider of the teacher's choice, as evidence of illness or injury, in order to qualify for sick leave. In the event the District requires such a statement, the teacher will be notified by the District prior to the teacher's return from the absence, if possible. Nothing in this subdivision shall prevent the District from denying sick leave when an investigation indicates that sick leave was abused or inappropriately requested. Any denial of sick leave may be submitted to the grievance procedure.

9.1.5 Approved sick and safe time shall be deducted from any accrued sick leave earned by the teacher pursuant to Section 9.1.1.

Effective January 1, 2024, the parties agree and acknowledge that the sick and safe time, accrual and rollover provisions, as provided under the terms of this Agreement, meet or exceed the requirements for sick and safe leave/time as outlined in Minnesota Statutes sections 181.032 and 181.9445 to 181.9448, as amended.

9.1.6 Sick Leave Bank

A teacher accessing the sick leave bank:

- is a teacher who is physically incapable of performing their duties due to a serious medical condition caused by a life threatening, chronic illness, injury or accident where the teacher has applied for long-term disability (per doctor statement) and is for a serious medical condition that is not a result of a worker's compensation compensable injury; or
- is a teacher's spouse or dependent child under the age of twenty-one (21), with a serious medical condition that requires long-term care and the teacher provides the District with medical documentation substantiating that the spouse or dependent child under the age of twenty-one (21) is physically incapable of caring for himself or herself without adult assistance.

A teacher accessing the sick leave under either of the two eligibility criteria stated above:

- must exhaust their accumulated sick leave; and
- not yet qualify for the district's income protection plan (only applicable to the teacher).

A teacher who has met the above criteria shall notify the president of the union a minimum of one week before the teacher exhausts the available sick leave. The president shall then notify the teachers in the building. Teachers may, on an individual basis, voluntarily donate a maximum of two (2) days of their sick leave to the teacher in need by notifying the office of Human Resources of the appropriate reduction in the donating teacher's sick leave. Additionally, teachers may donate sick leave to teachers in other buildings, as they become aware of the need. A teacher accessing the sick leave bank can receive up to thirty (30) days of donated sick leave.

Any teacher wishing to donate to the sick leave bank must have at least one-hundred (100) days of sick leave accumulated.

9.1.7 Sick Leave Savings Incentive

Staff may be eligible for cash out sick leave subject to the following terms:

- a. A teacher must have accumulated 110 days (880 hours) of sick leave as of June 30th;
- b. A teacher must have used no more than two (2) sick leave days or sixteen (16) sick leave hours in the previous year;
- c. A teacher must be employed at 0.5 FTE for the entirety of the previous school year; and
- d. A teacher must have completed an application and submitted the application to Human Resources by September 30th of the following school year;
- e. All cash pay-outs will be in cash only and subject to applicable tax withholdings as required by law;
- f. Any cash payouts will be limited to no more than two sick days or sixteen (16) hours of sick leave per school year;

- g. Any teacher employed at less than a 1.0 FTE, the criteria identified above in e. and f. are applicable, but any cash pay out will be limited to no more than one pay sick day or eight (8) sick leave hours per calendar year;
- h. Cash payouts will be at the daily rate of \$160.00 for the 2023-24 and 2024-25 school years;
- i. Any sick leave days or sick leave hours paid out will be reduced from the teacher's sick leave bank;
- j. Failure to submit the application by the September 30 deadline voids the teacher's claim to the benefit for the prior school year; and
- k. The parties agree that district administration does not have the responsibility to proactively identify all teachers who may be eligible under the terms of this provision and provide notification of potential eligibility.
- l. The parties further agree that this provision is not intended to discourage staff from utilizing any available sick and safe time under the provisions of state law or this Agreement and in the event this provision is determined void under state law the benefit is otherwise stricken to the extent necessary to comply with state law.

9.2 WORKER'S COMPENSATION

A teacher who is unable to perform work duties and responsibilities due to injury which occurred at work and who is collecting worker's compensation insurance will be entitled to compensation without use of sick leave for the first three (3) days of absence per incident. A teacher collecting worker's compensation may draw upon their accumulated sick leave so that they can continue to receive full salary from the School District provided that they:

- 1. Submit the worker's compensation payments to the School District; or
- 2. Keeps their worker's compensation payments but have their salary reduced by the amount equal to such payments.

If the teacher chooses to draw sick leave, the School District will deduct from the teacher's accumulated sick leave only that fraction of each day that is not covered by worker's compensation insurance payments.

9.3 PERSONAL LEAVE

9.3.1 A full-time teacher shall be granted personal leave of two (2) days per year and not to be deducted from sick leave pay. Increments of 1/4 day or less are subject to the availability of a substitute and principal approval. Teachers will be paid for unused personal leave days at the daily rate of substitute pay subject to the limitations outlined in Section 9.3.3.

9.3.2 Notice for personal leave days must be submitted on the district electronic system of record at least three (3) days in advance, except in case of emergencies. 5% of certified staff may be absent on personal leave on any student contact day during the 2023-24 school year. And thereafter, 8% of certified staff from each building may be absent on personal leave on any student contact day. The limit of the number of teachers allowed out on personal leave from each building will be doubled during non-student contact days.

9.3.3 A teacher may accumulate up to ten (10) personal leave days. Unused personal leave days will automatically carry over from one year to the next up to a maximum of ten (10) days. A teacher may submit a written request to be reimbursed for unused personal leave days by June 30th, but for no more than two (2) days per contract year.

9.3.4 A teacher may earn an additional four (4) hours of personal leave if the teacher is present for 165 out of 173 student contact days during a designated school year. To qualify, the teacher must apply by written application on a form, as determined by Human Resources, between the start date of the school year and September 30th. After this application deadline, the teacher would no longer be eligible for this additional four (4) hours of personal leave. The allocation of additional personal leave under this provision would occur on or after November 1st in the following school year. A teacher at less than 1.0 FTE, would be eligible for a proportional allotment (i.e. 0.5 FTE could earn two (2) hours). A teacher working less than 0.5 FTE is not eligible.

9.4 ADDITIONAL PERSONAL LEAVE INCENTIVE FOR ATTENDANCE

A teacher, at 0.5 FTE or higher, who works 172 out of 173 designated student-contact days in a contract year, and is not absent for more than eight (8) duty hours, shall be eligible for an additional four (4) hours of personal leave. To qualify, the teacher must apply by written application on a form, as determined by Human Resources, between the start date of the school year and September 30th. The allocation of additional personal leave under this provision would occur on or after November 1st. A teacher at less than 1.0 FTE, would be eligible for a proportional allotment (i.e. 0.5 FTE could earn two (2) hours). This benefit is separate from and is in addition to the benefit identified in Section 9.3.4.³

9.5 BEREAVEMENT LEAVE

Each teacher in the appropriate unit shall be granted bereavement leave with pay upon request as follows:

9.5.1 Up to three (3) days of bereavement leave may be used by a teacher upon the death of a member of the immediate family. The specific length of bereavement leave may be subject to review by the superintendent or director of administrative services.

9.5.2 For purposes of this section, immediate family shall be defined as the teacher's spouse or domestic partner, child, parent, grandparent, grandchildren, brother or sister; and, spouse's parent, grandparent, grandchildren, brother or sister.

9.5.3 Bereavement leave of up to three (3) days per occurrence shall not be deducted from sick leave.

³ Section 9.4 is in effect for the 2023-24 school year.

9.5.4 Additional bereavement leave beyond the three (3) days per occurrence limit may be granted by the superintendent or director of administrative services upon the written and/or verbal request of the teacher. This time shall be deducted from sick leave.

9.5.5 Each teacher will be allowed to attend the funeral of a relative or a friend not included in the immediate family up to two (2) days per school year subject to the approval or disapproval of the superintendent or director of administrative services, which will be deducted from accumulated sick leave. Additional time may be granted by the superintendent or director of administrative services for exceptional circumstances including distance of travel.

9.6 EXCLUSIVE REPRESENTATIVE LEAVE

9.6.1 The School Board recognizes that pursuant to MS § 179A.07, Subd. 6, of the PELRA, as amended in 1973, a public employer must afford reasonable time off to elected officers or appointed officials of the Exclusive Representative.

9.6.2 Each year, the Exclusive Representative shall be credited with eight (8) days, non-accumulative, to be used by the teachers who are officers or agents of the Exclusive Representative. Requests for such leave days shall be made through the President of the Exclusive Representative. The Exclusive Representative agrees to notify the superintendent or director of administrative services no less than forty-eight (48) hours prior to the date of the intended use of such days.

9.6.3 The School Board agrees to grant leave to all representatives from the negotiating team for any mediation and/or arbitration hearing.

9.7 FAMILY LEAVE

9.7.1 The School Board shall grant family and medical leave to eligible employees pursuant to the Family and Medical Leave Act without pay, but with twelve (12) weeks of continued District contributions for health insurance benefits, pursuant to the Family and Medical Leave Act, for, (1) the birth of a child and to care for the newborn child within one year of birth; (2) the adoption or foster parent placement of a child and to care for the newly placed child within one year of placement with the employee; (3) the care of an employee's spouse, child, or parent who has a serious health condition, (4) the employee's own serious health condition, and (5) a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation. The School Board shall grant family and medical leave to eligible employees pursuant to the Family and Medical Leave Act without pay, but with up to twenty-six (26) weeks of continued District contributions for health insurance benefits, pursuant to the Family and Medical Leave Act, to care for the employee's spouse, son, daughter, parent, or next of kin who is a current member of the Armed Forces with a the serious injury or illness incurred during active duty military service.

9.7.2 In the event of a pregnancy, a teacher may commence either a pregnancy leave, without pay, prior to the onset of disability occasioned by childbirth, or the teacher may continue teaching until the onset of disability leave with pay.

- a. **Pregnancy Leave:** If a pregnant teacher chooses to commence a pregnancy leave, she shall first submit a written application to the School District at least four (4) weeks prior to beginning the leave. The application shall provide notice of the teacher's expected delivery date as determined by her attending qualified and licensed health care provider. The pregnancy leave shall remain in effect from the date of commencement through the period of childbirth and recovery.
- b. **Disability Leave:** If a pregnant teacher chooses to continue teaching until the onset of disability occasioned by pregnancy and childbirth, she shall notify the school district in writing at least four (4) weeks prior to the expected delivery date as determined by her attending qualified and licensed health care provider. The teacher may utilize her accumulated sick leave through the period of pregnancy-related disabilities, childbirth, and recovery. A maximum of six (6) calendar weeks may be used from the date of the delivery, unless otherwise prescribed by a qualified and licensed health care provider.
- c. **Adoption:** A combined maximum of six (6) calendar weeks of accumulated sick leave may be utilized by an employee for the adoption of child(ren), provided the leave is used preceding and/or immediately following the placement of the child(ren). The staff member may only use one (1) week of their accumulated sick leave prior to the placement of the child(ren). Staff will be required to provide official documentation of pre-adoptive meetings from the appropriate agency or organization. If both parents are employed by the School District, they may use a combined total up to six (6) calendar weeks leave.
- d. **Paternity Leave:** A teacher may use up to ten (10) days of paternity leave (paid sick hours) for the birth of a child if the sick leave is available.

9.7.3 A teacher requesting a family leave shall notify the School District in writing at least four (4) weeks prior to commencing the leave. The length of the leave shall be determined by mutual agreement between the teacher and the School District, except that the School District may require the teacher to return from leave at a natural break in the school year, such as a marking period or at the end of the Winter or Spring break or at the beginning of the next school year. If the teacher previously initiates a pregnancy leave or a disability leave, she may elect to notify the School District of her intent to take a family leave at the time of notice of pregnancy leave or disability leave or any time thereafter, but in no event later than four (4) weeks prior to the commencement of family leave.

9.7.4 Family leave shall not exceed one (1) calendar year but may be extended by mutual agreement between the teacher and the School District. A teacher must notify the School District of his/her intent to return before February 1, preceding the school year in which he/she is scheduled to return. If no notification is received before February 1, the School District will request in writing that a teacher respond and if no response is received within 14 business days of the date of the School District's letter, the School District will accept the failure to respond as the teacher's resignation.

9.7.5 Upon returning from family leave the teacher shall be reinstated to their original position or to a position for which the teacher is licensed. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary, and benefit status, and other advantages, accrued prior to taking the leave. These provisions shall also apply to a teacher returning from pregnancy leave or disability leave.

9.8 EXTENDED LEAVE

9.8.1 The School District may grant an extended leave of absence of at least three (3) years, but no more than five (5) years to any teacher who qualifies for such leave pursuant to the provisions of MS § 122A.46. To qualify for an extended leave of absence, a teacher must have been employed by the School District for at least five (5) years and must have at least ten (10) years of allowable service credit in TRA, or the bylaws of the appropriate retirement association or ten years of full-time teaching service in Minnesota public elementary and secondary schools.

9.8.2 An application for an extended leave of absence must be submitted no later than March 1 of the school year preceding the school year in which the extended leave is to commence. An extended leave of absence shall commence on a date mutually agreed between the teacher and the School District, or at the beginning of the school year following the school year in which the teacher submitted written application for extended leave to the School District, and shall continue until a date mutually agreed between the teacher and the School District, or until the beginning of the school year following the school year in which the School District receives notice of the teacher's intent to return. However, nothing herein shall require the School District to grant an extended leave of absence exceeding five (5) years duration nor obligate the School District to reinstate a teacher returning from an extended leave of absence unless the teacher notifies the School District of his/her intent before February 1, preceding the school year in which he/she intends to return.

9.9 MEDICAL LEAVE

9.9.1 A Teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. The School District may, upon the request of the teacher, renew a leave. A teacher must notify the School District of his/her intent to return before February 1, preceding the school year in which he/she is scheduled to return. If no notification is received before February 1, the School District will request in writing that a teacher respond and if no response is received within 14 business days of the date of the School District's letter, the School District will accept the failure to respond as the teacher's resignation.

9.9.2 A request for leave of absence or renewal thereof under this action shall be accompanied by a doctor's written statement outlining the condition of health and estimated time at which the teacher is expected to be able to assume his/her normal responsibilities.

9.10 ALTERNATIVE EXPERIENCE LEAVE

9.10.1 The School District may grant alternative experience leave of absence for up to two (2) years. To qualify for an alternative experience leave of absence, a teacher must have been employed by the School District for at least five (5) years.

9.10.2 An application for alternative leave of absence must be made in writing no later than March 1, of the school year preceding the school year in which the alternative leave is to commence.

9.10.3 The starting and ending dates of alternative experience leave shall be mutually agreed between the teacher and the School District. A teacher must notify the School District of his/her intent to return before February 1, preceding the school year in which he/she is scheduled to return. If no notification is received before February 1, the School District will request in writing that a teacher respond and if no response is received within 14 business days of the date of the School District's letter, the School District will accept the failure to respond as the teacher's resignation.

9.11 JURY DUTY LEAVE

Leave may be granted to those who are requested to serve on juries. No deduction in salary will be made, but faculty members are required to reimburse the School District the salary received for jury duty. Travel expenses received in connection with jury duty shall remain with the teacher. If the jury is adjourned prior to 12:00 noon, the staff member shall return to his/her appropriate school assignment.

9.12 MILITARY LEAVE

Military leave shall be granted pursuant to applicable law.

9.13 CRISIS LEAVE

Teachers may use up to three (3) days of sick leave to cover absences due to a personal crisis with the approval of the superintendent or director of administrative services. Crisis is interpreted as a rare, short term, unusual event or emergency such as a natural disaster or fire.

9.14 LEAVES DURING PROBATIONARY PERIOD

The parties agree that the applicable periods of probation for teachers as set forth in MS § 122A.40 Subd. 5 are intended to be periods of actual service enabling the School District to have the opportunity to evaluate a teacher's performance. Parties agree, therefore, that periods of time for which the teacher is on a leave pursuant to this section shall not be counted in determining the completion of the probationary period.

10. HOURS OF SERVICE

10.1 BASIC DAY

A basic teachers' day shall consist of eight (8) hours, to include an average of thirty (30) minutes duty-free lunch period. Teachers working less than a basic day shall be paid pro rata based upon the basic full-time teacher's day.

10.2 BUILDING HOURS

The specific duty hours may vary among school buildings according to the needs of the educational programs provided by the School District. Teachers shall have the option to schedule thirty (30) minutes of their workday before and/or after the specific duty hours of their building, provided that the total eight (8) hours specified in Section 1 is worked each day and the teachers are present when students are in school or teacher meetings are scheduled. A teacher shall indicate the teacher's work schedule at the beginning of the school year. Any changes in the teacher's schedule shall be made by mutual agreement between the teacher and the building principal. On days when students are not in session, the duty hours may vary from the regular schedule.

10.3 TEACHER PREPARATION TIME

10.3.1 Each full-time secondary teacher shall be given one (1) daily planning period commencing after the beginning of the student contact day. A daily planning period shall equate to the time permitted for a single planning period with the time designated for a normal class period in each respective secondary school attendance area. The current preparation time practice will continue and will not change without consultation with the Exclusive Representative.

10.3.2 Each full-time kindergarten teacher shall be given a daily thirty (30) minute planning period per six day schedule and average a forty-five (45) minute planning period over a six day schedule. Each full-time teacher in grades 1-4 shall be given a daily 40 minute planning period per six day schedule and average a forty-five (45) minute planning period over a six day schedule. The planning period shall commence after the start of the student contact day. The planning period shall include passing time between specials classes, lunch, recess and other activities in which the teacher is responsible for transitioning students between classes and activities. Specialists will have a schedule with back to back classes. It is understood that additional planning time shall be either before or after their student contact day.

10.3.3 No loss of preparation time or lunchtime shall result from travel between buildings.

10.4 CONFERENCES

10.4.1 The School District may require each full-time teacher to exceed the regular forty (40) hour workweek to participate in sixteen hours of post-duty day activities per school year. This will be achieved by scheduling equivalent days off within the school calendar (or

ending the school year up to two (2) days earlier.) Additional variations in the basic workday may be mutually agreed upon between the School District and the Exclusive Representative.

10.4.2 The School District may require each part-time teacher to participate in up to four (4) evening parent-teacher conferences per school year. Teachers on a part-time contractual agreement shall be compensated at an hourly rate (commensurate with contractual salary) for parent-teacher conference hours in excess of the duty day.

10.5 JOB SHARING

Non-probationary teachers may request to share a teaching position as provided herein. A teacher selected to share a position shall retain membership in the bargaining unit and shall be considered to meet the definition of "Teacher" in Article III of the Master Agreement. The terms and conditions of the Master Agreement shall apply unless expressly altered in this Letter of Understanding.

Teachers shall not be deprived of any salary schedule placement already recognized and being paid for the previous school year in this district. Thereafter, shared teachers shall be paid on a pro-rata basis on the next step of the salary schedule.

Shared teachers shall retain leave benefits accrued immediately prior to such assignments and shall be granted additional leave on a pro-rata basis.

Shared teachers shall attend full curriculum days and full workshop days without the payment of additional salary.

Job sharing teachers, who wish to participate in the insurance coverage set forth in Article VIII of the Master Agreement, shall receive a School District contribution as provided in Article III, Section 3.

Those teachers wishing to share a position shall submit an application to the Superintendent. An application should be made prior to March of the school year preceding the school year in which the shared teaching will become effective to facilitate staffing plans. The School District may waive this deadline.

Applications may or may not be approved and/or renewed on a yearly basis upon the approval of the School Board. At the time the application is approved, participating teachers shall mutually agree in writing to the dates and conditions of duty. A copy of the written agreement shall be forwarded to the Union.

10.6 TEACHER ON SPECIAL ASSIGNMENT (TOSA)

- a. ***Definition.*** The term "Teacher on Special Assignment" (TOSA) shall be used to describe the reassignment of a non-probationary currently employed teacher into a non-classroom assignment. Special assignment positions may exist to provide leadership, mentorship, peer assistance or review, or coordination for an education program of the District. The District will require a current Minnesota teacher license in order to be employed in a TOSA position. TOSA positions are not supervisor positions as defined by PELRA.

- b. **Assignment**. A TOSA assignment must be mutually agreed upon by the teacher and the District. Teachers may not use their seniority status to claim any TOSA position or vacancy. Teachers on an unrequested leave of absence (ULA) may apply for TOSA positions and be considered by the District for these positions. The District will not be required to offer a teacher on ULA a TOSA assignment.
- c. **Term**. The school board shall determine the beginning and end dates of a TOSA assignment based on the mutual agreement of the parties. Teachers will be notified in writing by April 1st of any change in TOSA assignment for the following school year.
- d. **Compensation and contractual rights**. A TOSA under this section shall continue to receive all compensations, fringe benefits and other contractual benefits and protections. Due to the nature of the special assignment, additional times and/or compensation may be required. Such time and compensation will be outlined in the description of the position when the position is posted.
- e. **Seniority**. Accrual of seniority shall be unaffected by the TOSA. A TOSA shall continue to earn experience credit (seniority) as if he/she were regularly employed as a teacher in the District.
- f. **Reinstatement**. An individual returning to their teaching duty from a TOSA under this section shall be reinstated to the teaching assignment he/she held prior to the special assignment, unless that position is no longer available. In that case, the teacher will be reassigned to a comparable position consistent with the teacher's licensure.

11. SCHOOL YEAR CALENDAR

11.1 TEACHER DUTY DAYS

The teacher duty year shall consist of one hundred eighty-six (186) duty days. Teachers shall attend no more than four (4) pre-school workshop days that will be held during the same week. At least eight (8) hours of the pre-school workshop days will be dedicated to teacher preparation in their classrooms. The equivalent of one duty day (8 hours) shall be teacher preparation time to be completed at teacher discretion during the four-weeks prior to the first student contact day of the school year subject to building availability. One non-student-contact day (8 hours) shall be scheduled in the second half of the school year by the superintendent according to the provisions of 11.2. At least four (4) hours of this day will be dedicated to teacher preparation time in their classrooms with the remaining time directed by building administrators.

Three teacher work days, one day following each trimester, will be dedicated solely to end of term grading and teacher preparation for the upcoming trimester. On the teacher work day dedicated to grading at the end of Term 1 and Term 2, teachers will be given the option of working from home, but will remain responsible for meeting any applicable grading deadlines as set out by the building principal. On the teacher work day dedicated to grading at the end of Term 3, teachers will be required to appear in the building for the initial four (4) hours or one-half of the duty day, but will have the option of working from home for the last four (4) hours or one-half of their duty day

11.2 SCHOOL CALENDAR

Prior to the development of the school calendar with other stakeholders, , the School Board or its designee shall first meet exclusively with Education Minnesota – St. Michael / Albertville regarding teacher recommendations for the structure and implementation of the school year calendar. The Board is not otherwise obligated to accept any recommendations. School year calendars may be authorized in two-year increments.

11.3 COMPENSATORY TIME

When possible, certified staff hours will be flexed to adjust the work day to cover activities outside the teachers' normal 8-hours duty day. Compensatory time shall be accrued by teachers when requested by the building principal for attendance at the following district identified school activities, which occur outside teachers' normal 8-hour duty day. Teachers should accrue compensatory time at the rate of one hour for one hour. Use of accrued compensatory time shall occur outside the student contact day and as approved by the building principal.

- Kindergarten Registration
- Kindergarten Open House
- High Potential Parent Meetings
- Parent Grade Information Meetings
- Conference hours for part-time teachers (excluding job share teachers)
- First grade literacy night (Fieldstone)

- Reading Specialist/Coach parent information nights (two/year)

IEP meetings are specifically excluded from activities eligible for Compensatory Time. Compensatory time shall be used within the same school year.

11.4 EMERGENCY CLOSINGS

In the event that a teacher duty day(s) is lost due to an emergency closing of a school building(s), Education Minnesota – St. Michael / Albertville shall meet and confer regarding which duty day(s), if any, shall be established in lieu of the day(s) lost due to an emergency closing.

11.5 STRETCH CALENDAR FOR DESIGNATED CERTIFIED STAFF

Beginning with the 2022-23 school year, the parties agree to a Stretch Calendar for teachers in the birth to three programs for the Early Childhood Special Education Program (ECSE) and other select certified staff positions related to providing special education services where needed to provide required services. For the purposes of this memorandum, a “stretch calendar” is defined as a school year calendar from July 1 through June 30 of a given year. This includes keeping the total contract days at the number set out by the Master Agreement (184 days plus 2 days designed for conferences).

The stretch calendar system will be created annually by the teacher following guidelines set out by the Director of Special Services or designated supervisor.

11.6 COMPENSATION FOR DESIGNATED SPECIALISTS

Effective July 1, 2024,

1. Teachers hired for a position specifically listed below that have acquired and maintained the required licensure for their respective position as a tier 3 or tier 4 teacher, and have provided verification of earning 55 or more graduate credits closely germane to the underlying area of licensure and assignment shall be eligible to receive three percent (3%) of the corresponding amount listed in the BA lane for their step added to their base salary upon approval of Human Resources.

OR

2. A teacher who meets the criteria stated above, and has completed two years of service (a minimum of 90 days per school year) while being designated in the MA 30 lane for the entirety of at least one school year shall be eligible to receive five

percent (5%) of the corresponding amount listed in the BA lane for their step added to their base salary upon approval of Human Resources.⁴

A teacher may only qualify for the compensation in paragraph 1 or paragraph 2 in any given school year. To qualify for the compensation in Section 11.6, an eligible teacher must submit a written request to Human Resources from May 1 to June 30 for the following school year.

In addition, for teachers or specialists as designated below who do not otherwise qualify for compensation in paragraphs 1 or paragraph 2 above:

- a. Emotional behavior disorder (EBD) special education teachers who hold a tier 3 or tier 4 license in EBD instruction may earn 2% of the corresponding amount listed in the BA lane for their step added to their base salary upon approval of Human Resources.
- b. Licensed school nurses (LSN) who hold a tier 3 or tier 4 license may earn 2% of the corresponding amount listed in the BA lane for their step added to their base salary upon approval of Human Resources.

For the purposes of this section (Section 11.6), an out-of-field placement does not mean the teacher holds the applicable licensure.

The following licensure and/or position areas are eligible:

- Occupational Therapist
- Deaf and Hard of Hearing
- Physical Therapist
- Physical and Health Disabilities
- School Psychologist
- Speech Language Pathologist
- Work Experience Coordinator
- Teacher of the Blind and Visually Impaired
- Special Education Building Coordinators
- Licensed School Nurses (LSN required)
- Additional positions as agreed to by both parties

The language in Section 11.6 as previously written in the 2021-2023 Master Agreement remains in effect for the entirety of the 2023-24 school year.⁵ The language in this section, as amended, will take effect July 1, 2024 and will be in effect for the 2024-25 school year. Section 11.6 will sunset in its entirety, as of June 30, 2025 upon expiration of this Agreement.

⁴ A teacher or specialist must work one school year following the school year in which the individual is placed in the MA 30 lane to meet the provisions of paragraph 2 (i.e. if the lane change occurred on September 15 the individual did not work the entire school year in the MA 30 lane for the purposes of this section).

⁵ For the 2023-24 school year only, the language “while being designated in the MA 30 lane for the entirety of at least one school year” shall be constructed to include certified staff placed in the MA 30 lane during the Fall 2022 lane change cycle pursuant to the language as written in the 2021-23 Master Agreement.

11.7 SPECIAL EDUCATION DUE PROCESS

Special education teachers and other specialists under the direction of the Director of Special Services who have student caseloads and required mandatory reports shall have eight (8) hours of paid due process or indirect services time to use throughout the work year during their duty day and/or duty year at a time approved by the Director of Special Services; plus up to sixteen (16) hours otherwise dedicated to conferences may be used as due process time upon approval of the building supervisor and Director of Special Services.

11.8 ELEMENTARY OVERLOADS

In the event a primary/elementary teacher is overloaded with three (3) or more students, they will receive the daily substitute rate of pay to be submitted by stipend. This compensation is not applicable to specialists.

12. GRIEVANCE PROCEDURE

12.1 GRIEVANCE INFORMATION

A grievance shall mean an allegation by Education Minnesota-St. Michael / Albertville resulting in a disagreement regarding the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. Pursuant to M.S. § 179A.20, Subd. 4, a disciplinary action shall constitute a grievance, which may be submitted to the grievance procedure.

12.2 REPRESENTATIVE

Education-Minnesota-St. Michael / Albertville, the administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

12.3 DEFINITIONS AND INTERPRETATIONS

12.3.1 Extensions

Time limits specified in this Agreement may be extended by mutual agreement.

12.3.2 Days

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by State law.

12.3.3 Computation of Time

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not Saturday, a Sunday, or a legal holiday.

12.3.4 Filing and Postmark

The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period or is personally filed with the superintendent or director of administrative services and includes the date and signature of both the employee/union steward and appropriate party at the time of hand delivery or is verifiable by other means.

12.4 TIME LIMITATION AND WAIVER

Grievances shall not be valid for consideration unless the grievance is submitted in writing by Education Minnesota-St. Michael / Albertville President or their designee to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred. Failure of the aggrieved

party to file any grievance within such period shall be deemed a waiver thereof. Failure of the aggrieved party to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. Failure by the School Board or its designee to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

12.5 ADJUSTMENT OF GRIEVANCE

An effort shall first be made to adjust a grievance informally between Education-Minnesota-St. Michael / Albertville and the School Board's designee. The School Board and Education Minnesota – St. Michael / Albertville shall attempt to adjust all grievances which may arise during the course of employment of any certified employee covered under the terms of this Agreement within the School District in the following manner.

12.5.1 Level I

If the grievance is not resolved through informal discussions, the director of administrative services shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

12.5.2 Level II

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed, the superintendent, or their designee, shall set a time to meet regarding the grievance within five (5) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or their designee shall issue a decision in writing to the parties involved.

12.5.3 Level III

In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. Upon receipt of appeal, the School Board shall set a time to hear the grievance, and such hearing shall be made within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. 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 appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

12.6 SCHOOL BOARD REVIEW

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the Level I or Level II decision has been rendered and completes the review within ten (10) days of the date of notice. In the event

the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

12.7 ARBITRATION PROCEDURES

In the event that the teacher or the Education Minnesota-St. Michael / Albertville and the School Board are unable to resolve any grievance, the grievance may be submitted as defined herein:

12.7.1 Request

A request to submit a grievance to arbitration must be in writing signed by Education Minnesota-St. Michael / Albertville President or their designee and submitted to the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

12.7.2 Prior Procedure Required

No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

12.7.3 Selection of Arbitrator

Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request a list of arbitrators from the Bureau of Mediation Services pursuant to MS § 179A.21, Subd. 2 from which the parties shall select an arbitrator, providing such request is made within twenty (20) days after the request for arbitration. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

12.7.4 Submission of Grievance Information

- a. Upon appointment of the arbitrator, the appealing party shall within ten (10) days prior to the arbitration hearing forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
 1. The issues involved;
 2. Statement of the facts;
 3. Position of the grievant; and
 4. The written documents relating to the Article XII, Section 5, of the grievance procedure.
- b. The School Board shall make a similar submission of information relating to the grievance to Education Minnesota–St. Michael / Albertville within ten (10) days prior to the hearing.

12.7.5 Hearing

The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, 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. The proceeding before the arbitrator shall be a hearing de novo.

12.7.6 Decision

Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration's decisions as provided by the PELRA.

12.7.7 Expenses

Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in the arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript or recording shall be the responsibility of the party requesting such transcript recording.

12.7.8 Jurisdiction

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

13. UNREQUESTED LEAVE OF ABSENCE AND SENIORITY LIST

The purpose of this Section is to implement the provisions of M.S. 122A.40, Subd. 10. The School Board may place on unrequested leave of absence (ULA), without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position(s), lack of pupils, financial limitations, or merger of classes. Such leave of absence will continue for a period of four (4) years, after which the right to reinstatement will terminate. The teacher's right to reinstatement will also terminate if the teacher fails to file with the School Board by March 1st of any year, a written statement requesting reinstatement.

- (a) ***Seniority***: Seniority only applies to Tier 3 and Tier 4 teachers and commences with the first day of continuous teaching service in the School District. A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence while Tier 1 or Tier 2 teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed, in the absence of a voluntary movement as outlined in paragraph (i). Continuing contract teachers shall be placed on unrequested leave of absence in the inverse order according to the seniority list as defined in paragraph (c) of this section. Retirement shall be considered a break of employment regardless of whether the retiring teacher is immediately rehired on a part-time basis and therefore they shall not retain their previous seniority status.
- (b) ***Exceptions***: No teacher including probationary shall be placed on ULA if any other teacher employed in the same field, license area, and/or subject matter has met the three following conditions: 1) had two or more incidents of formal discipline including one suspension of at least three days by the superintendent in the last two calendar years; 2) had been provided with a written Notice of Deficiency and been afforded a reasonable opportunity to correct any deficiencies including at least ninety (90) or more calendar days to remedy; and 3) has reached a final disposition of any disciplinary action. In addition, teachers employed full-time in the role of an academic dean shall not be placed on ULA if the teacher in such a role previously taught in the district immediately prior to becoming an academic dean for a minimum period of two or more years.
- (c) ***Seniority List***: Each school year, the School District shall annually create and share with the union a seniority and licensure list. The list will include the name of every teacher, their seniority date, license tier, and licensure area. The list will be available electronically to all teachers when originally posted and upon any revisions to the list. Any teacher with a correction or omission regarding the seniority and licensure list is required to supply a written request for correction or omission to the list within ten (10) calendar days from electronic notification to the Director of Administrative Services or his/her designee.
 1. It will be noted on the Seniority List that Tier 1 and Tier 2 teachers do not have continuing contract status.

2. The School Board shall approve and post a final seniority list by April 1st in an official place and make the final list available to all teachers upon request.
 3. The seniority date, for purposes of the seniority list, is the first contract day of the school year in the initial year of teaching employment with the School District or the effective date of hire as acted upon by the Board if hired after the start of the school year and prior to May 1st.
- (d) **Seniority Accrual:** Teachers will continue to accrue seniority while on Board approved leaves.
- (e) **Seniority Tie Breaker:** The lower file folder number as recorded on the teacher's Minnesota teaching license will be the basis in determining between continuing contract teachers of equal seniority for purposes of determining the order of placement on Unrequested Leave of Absence and implementation of involuntary transfer.
- (f) **Notification:** Teachers placed on such leave will receive notice of final school board action by June 1st of the school year prior to the commencement of such leave.
- (g) **Dropping of License Currently Teaching Under:** A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualifies the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.
- (h) **Years of Service:** Any teacher placed on such leave may engage in teaching or any other occupation during such period, may be eligible for unemployment insurance if otherwise eligible for such compensation under the law, 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.
- (i) **Reinstatement:**
1. **Process:** No new teacher at any tier level shall be employed by the School District while any qualified continuing contract teacher is on ULA in the same field, subject matter, and same FTE entitlement. Teachers placed on ULA shall be reinstated to the position(s) from which they have been

given leave or any other available positions in the School District in the fields in which they are qualified as such positions become available. The order of the reinstatement shall be in inverse order in which the teachers were placed on ULA.

2. **Notices:** When placed on ULA, a teacher must file their name and address, to which any notice of reinstatement or availability of position shall be mailed with the School District Human Resources office. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be enough, and the teacher on ULA shall be responsible to provide a method for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in the article.
 3. **Acceptance of Reemployment:** If a position that is of the same FTE the teacher was at prior to the leave becomes available for a qualified teacher on ULA, the School District shall mail the notice to such teacher who shall have ten (10) business days from the mailing date to accept reemployment. From August 1st to September 15th, a teacher shall have five (5) business days from the mailing date to accept the reemployment. If a teacher on unrequested leave of absence is offered a position of lesser FTE or outside the field of the position they are on leave from, the teacher may remain on unrequested leave of absence until an equal position is offered or the timeline of four (4) years expires. Failure to accept, in writing, within such ten (10) day period (or five days if applicable) shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.
 4. **Reinstatement Rights:** Reinstatement rights shall automatically cease four (4) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board, the licensed teacher and the union.
- (j) **Filing of Licenses:** In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those applying for additional licenses, must be submitted to PELSB for filing as of January 15th of such year in order to be considered for purposes of determining ULA for the following school year. A license filed after January 15th shall be considered for purposes of recall but not for the current reduction.
- (k) **Effect:** This section shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This section shall govern all teachers covered under the Master Agreement and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

- (l) ***Procedure:*** Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in M.S. 122A.40. Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:
1. states the applicable grounds for the proposed placement;
 2. provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
 3. provides notice to the teacher that failure to request a hearing will be deemed an acceptance of the school board's proposed placement action.

13.1 EARLY RETIREMENT OR RESIGNATION NOTICE

- a. This benefit in this section is effective upon ratification and will sunset, in its entirety, as of June 30, 2025;
- b. The benefits in this section are not retroactive;
- c. Permanent certified staff hired as a 1.0 FTE who have worked for the school district for a minimum period of three (3) years, and who are mutually released from the district, will be compensated \$750.00 upon separation from the school district when the certified staff member provides notice of their resignation or retirement in writing to Human Resources on or before February 15th; and
- d. This provision presumes the staff member will work until the end of the current school year. A certified staff member may only receive this notice incentive compensation one-time.

14. 403(b) ANNUITY MATCHING CONTRIBUTION PLAN

14.1 ELIGIBILITY

All continuing contract (tenured) teachers in District No. 885 shall be eligible for a School District contribution to a state-approved 403(b) matching contribution plan in accordance with MS § 356.24, as amended, provided that:

- a. The teacher has attained continuing contract status in District No. 885.
- b. The teacher has authorized at least a matching contribution to an approved 403(b) annuity matching contribution plan, to be paid by payroll deduction, with equal contributions each pay period.
- c. A teacher shall notify the School District in writing of his/her intention to initiate participation in this 403(b) annuity matching plan and the amount of their contribution. Such participation shall continue year to year at the specified amount unless the teacher notifies the School District to the contrary. To be eligible for the full annual match contribution listed in Section 14.2, the teacher must submit a contribution form, either in writing or electronically if applicable, by September 1st. After this date, the match for the initial year will be prorated. A teacher can sign up for the 403(b) account at any time. The 403(b) match benefit will not be applied retroactively.

14.2 SCHOOL DISTRICT MATCH CONTRIBUTION

The School District will make a matching contribution for a full-time continuing (tenured) status teacher towards an approved matching annuity plan subject to the requirements of MS § 356.24 in an amount not to exceed the following:

<u>Years of Service in ISD 885</u>	<u>Maximum Board Matching Contribution</u>
Continuing Contract (Tenured) through 9th year	\$550.00
10th through 14th year	\$1,292.00
15th through 19th year	\$1,842.00
20th year +	\$2,475.00
Lifetime Maximum District Contribution:	\$35,000.00 ⁶

Part-time continuing contract status teachers who work at least half time shall be entitled to a pro-rata contribution.

⁶ The lifetime maximum district contribution remains at \$30,000 for the 2023-24 school year and the new lifetime maximum of \$35,000 is effective July 1, 2024.

15. EARLY CHILDHOOD FAMILY EDUCATION – SCHOOL READINESS

Early Childhood Family Education and School Readiness/Bright Beginnings teachers hereinafter referred to as ECFE and SR shall be entitled to the terms and conditions of this Master Agreement, except as modified or defined in this ARTICLE.

15.1 STATUTORY CONSIDERATIONS

Pursuant to MS § 122A.26, an ECFE/SR teacher who teaches in an ECFE/SR program which is offered through a community education program which qualifies for ECFE/SR aid must meet licensure requirements as a teacher.

15.2 PROBATIONARY PERIOD

The probationary period for an ECFE/SR teacher shall be three (3) consecutive school years of continuous service. Upon completion of the probationary period, an employee may be disciplined, suspended, or discharged only for just cause subject to ARTICLE XVII, Progressive Discipline and ARTICLE XII, Grievance Procedure.

15.3 ECFE/SR SENIORITY

ECFE/SR teachers shall be placed on a separate seniority list. ECFE/SR teachers shall not have bumping or reinstatement rights on the regular K-12 seniority list, nor shall regular K-12 teachers have bumping or reinstatement rights on the ECFE/SR seniority list unless they have no break in service and are on both lists, as noted below. The seniority date ~~is~~, for purposes of the seniority list, is the first contract day of the school year in the initial year of teaching employment with the School District or the effective date of hire as acted upon by the School Board if hired after the start of the school year and prior to May 1st. When there is no break in service, certified staff transferring from one list to another will retain their seniority date on the list they are coming from and will also establish a new seniority date on the list they are going to. Seniority dates will not otherwise change when moving between the two lists.

15.4 LAYOFF AND RECALL

Placement on unrequested leave of absence shall be based upon seniority. Reinstatement of ECFE/SR teachers from layoff shall be inverse order of their placement on unrequested leave of absence. Non-probationary ECFE/SR teachers on unrequested leave of absence shall have full reinstatement rights for a period of four (4) years from their date of layoff.

15.5 HOURS OF SERVICE, DUTY DAY, DUTY WEEK, DUTY YEAR

Recognizing that the unique, changing, and irregular nature of the ECFE/SR program, hours of service, duty day, duty week, and duty year shall be assigned by the school district and modified from time-to-time based upon the needs of the program.

For the duration of this contract (2023-2025), School Readiness/Bright Beginnings teachers will work one of two basic duty days:

1. Eight (8) hour day, consisting of either two (2) half-day sessions or one (1) full-day session; or
2. Four (4) hour day, consisting of one (1) half-day session.

15.6 ASSIGNMENTS

Prior to July 1 of each year, the employer will send each ECFE/SR teacher a notice of assignment for the subsequent school year, indicating the minimum contracted hours of assignment, or a notice that the ECFE/SR teacher is being placed on unrequested leave of absence.

15.7 ADDITIONAL HOURS

Any newly created or reinstated classes shall be offered to qualified ECFE/SR teachers based on seniority and the scheduling needs of the program. Employee-initiated program classes are exempted from this provision.

15.8 CLASS CANCELLATIONS

Cancellation of classes during the school year shall not cause the reassignment of senior teachers to classes assigned to junior teachers.

15.9 SPECIAL EVENTS

A special event is a class that is offered once. This could be once a month, quarter, or year. ECFE/SR staff will be paid a flat rate of fifty dollars (\$50) for the planning and supervising of each event.

15.10 SPECIAL INTEREST CLASSES

Special interest classes are classes that meet for two or more consecutive weeks. ECFE/SR teachers will be paid their regular hourly rate for teaching special interest classes. Preparation time will be allocated as necessary and appropriate for the class.

15.11 PREPARATION TIME

ECFE teachers will be given sixty (60) minutes of preparation time per class taught up to 2.5 hours. Preparation time for ECFE teachers includes any setup and takedown for classes. Additional setup/takedown time may be granted by administration based on the needs of a particular class and operating procedures of the program. ECFE teachers will be allotted two (2) hours per month of preparation time for program planning purposes.

School Readiness (SR)/Bright Beginnings (BB) teachers will be allotted a duty-free preparation time of thirty (30) minutes per 2.5 hour preschool class taught. It is understood that additional planning time shall be either before or after the student contact day. Each School Readiness (SR)/Bright Beginnings (BB) teacher will be allotted two (2) hours per month of preparation time for program planning purposes.

15.12 SALARY STEP ADVANCEMENT

ECFE/SR teachers shall advance one step on the salary schedule for each year of service, provided that the employee rendered a minimum of 500 hours of paid service. Teachers who work less than 500 hours per year shall advance on the subsequent July when paid service equals 500 hours since his/her last advancement.

15.13 CAREER INCREMENT

Upon completion of one year on Step 15, teachers will realize a career increment. The non-accumulative career increment will be added to Step 15 of the ECFE/SR salary schedule.

	23-24	24-25
Step 16 - 19	\$2.44	\$2.51
Step 20 - 24	\$4.61	\$4.75
Step 25+	\$6.99	\$7.20

15.14 LEAVES AND GROUP INSURANCE

ECFE/SR teachers will be granted pro-rata leaves and group insurance benefits per the Master Agreement except:

- A. Personal Leave: ECFE/SR teachers will earn personal leave on a pro-rata basis. ECFE/SR teachers will be paid for unused personal days at the pro-rata substitute rate of pay. A day of personal leave shall be defined as each ECFE/SR teacher’s average hours worked per week divided by five (5.) The provisions of ARTICLE IX, Section 3, Subd. 2 and 3 will apply except that no more than one (1) ECFE/SR teacher will be granted personal leave on any given day, except in the case of an emergency.

15.15 SCHOOL CLOSINGS

In the event of weather-related or emergency school closings, ECFE/SR teachers arriving on site prior to school cancellation will be paid a minimum of one hour with the option to stay and be paid for the completion of his/her normal work-shift, if mutually acceptable with his/her supervisor.

**15.16 ECFE / SR SALARY SCHEDULE
(APPENDIX “B-1”)**

**ST. MICHAEL-ALBERTVILLE PUBLIC SCHOOLS
ALBERTVILLE, MINNESOTA**

The salaries for the ECFE/SR teachers are as follows:

Step	2023-2024			2024-2025		
	BA	BA + 10	BA + 20	BA	BA + 10	BA + 20
1	\$30.29	\$31.71	\$32.55	\$31.19	\$32.66	\$33.52
2	\$30.97	\$32.42	\$33.28	\$31.90	\$33.39	\$34.28
3	\$31.66	\$33.15	\$34.03	\$32.61	\$34.15	\$35.05
4	\$32.45	\$33.98	\$34.88	\$33.43	\$35.00	\$35.93
5	\$33.27	\$34.83	\$35.75	\$34.26	\$35.87	\$36.82
6	\$34.10	\$35.70	\$36.64	\$35.12	\$36.77	\$37.74
7	\$35.04	\$36.68	\$37.65	\$36.09	\$37.78	\$38.78
8	\$36.00	\$37.69	\$38.69	\$37.08	\$38.82	\$39.85
9	\$36.99	\$38.73	\$39.75	\$38.10	\$39.89	\$40.95
10	\$37.92	\$39.70	\$40.75	\$39.06	\$40.89	\$41.97
11	\$38.86	\$40.69	\$41.77	\$40.03	\$41.91	\$43.02
12	\$39.78	\$41.75	\$42.96	\$40.97	\$43.00	\$44.25
13	\$40.71	\$42.73	\$43.97	\$41.93	\$44.01	\$45.29
14	\$41.88	\$43.95	\$45.11	\$43.13	\$45.27	\$46.47
15	\$43.07	\$45.09	\$46.29	\$44.36	\$46.45	\$47.67

Step advancement will be granted upon a service minimum of 500 actual hours worked.

15.17 PAY CALCULATIONS

Early Childhood Family Education teachers and School Readiness/Bright Beginnings teachers will have their base salaries calculated twice annually. The salaries will be based on registration enrollments and projected earnings. The salaries will be effective mid-September through December 31 and from mid-January through May 31. Any additional hours worked during a pay period will be added to the base salaries and paid on the following payday. Earnings will be reconciled in mid-January and at the end of the school year with payments made during the semester, and adjustments will be made in final paychecks consistent with such reconciliation.

15.18 LANE CHANGES AND MASTER'S STIPEND

Lane changes applicable to Section 16.16 or Appendix B-1 shall follow the same process and timelines as applicable to all certified staff as outlined in Article 6. The effective dates of such changes are November 1 and April 1 respectively.

ECFE/SR teachers who qualify for a step advancement (500 actual hours worked) may also apply for a Master's stipend in the amount of \$2000.00 by submitting evidence of a Master's degree to human resources. Initial notices received after January 1st will not be eligible for the annual stipend until the following school year. Once approved by the board, eligibility for this stipend shall remain in effect until further notice. Stipends will be paid on June 30th.

16. PROGRESSIVE DISCIPLINE

16.1 PURPOSE

The purpose of the Article is to set forth the procedures for, and the conditions under which employees may be disciplined. All discipline shall be for just cause and, except for oral reprimands, subject to the grievance procedure found in Article XII of this Agreement, except as modified herein. Except in cases of termination, all discipline administered shall have remediation as its goal.

16.2 STEPS

1. **Oral Reprimand:** An oral reprimand is a conversation between the District's administrative representative and a teacher with the primary purpose of addressing and remediating an issue without formal discipline. An oral reprimand does not constitute formal written discipline or a disciplinary meeting, and the parties agree does not otherwise constitute a "written disciplinary" action pursuant to M.S. § 179A.20, subdivision 4. An oral reprimand may be memorialized in writing reflecting a succinct summary of the content of the conversation and placed in the employee's personnel file. The District shall remove an oral reprimand from a teacher's personnel file upon written request after five years from the date issued. The decision to issue an oral reprimand is at the sole discretion of the District.
2. **Written Reprimand:** A written reprimand shall be placed in the employee's personnel file. Before a written reprimand is placed in an employee's file, a copy will be given to the employee. An employee may waive the presence of a union representative at any disciplinary meeting. Upon written authorization, a copy will be forwarded to the president of the union.
3. **Suspension Without Pay:** An employee may be suspended without pay for just cause. Suspension shall not take place until the grievance process as outlined in Section 12 is concluded or the employee has waived any further rights to grieve the matter notwithstanding any additional remedial right provided to employee under state statute. The Superintendent shall give written notice of the suspension to the employee along with the reasons for the suspension.
4. **Withholding of Salary Increase:** The School Board may withhold a salary increase pursuant to the provisions of this Article.
5. **Termination:** Termination for cause shall be in accordance with MS § 122A.40 and other relevant statutes. Teachers who have been terminated in accordance with these statutes shall not have access to the grievance procedure.

17. DURATION

17.1 TERM AND REOPENING NEGOTIATIONS

This Agreement shall remain in full force and effect for a period commencing on July 1, 2023, and thereafter until modifications are made pursuant to MS § 179A. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent no later than May 1, 2025.

Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) days prior to the expiration of this Agreement.

17.2 EFFECT

This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the teachers of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions.

17.3 FINALITY

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except by mutual consent of the parties or in the event that negotiations are necessitated by the action of a court or agency affecting terms and conditions of this Agreement pursuant to Article IV, Section 3.

17.4 SEVERABILITY

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

**APPENDIX A
SALARY SCHEDULE MATRIX
2023-2024
ST. MICHAEL-ALBERTVILLE PUBLIC SCHOOLS
ALBERTVILLE, MINNESOTA 55301**

Step	BA	BA + 10	BA + 20	BA + 30	MA	MA + 10	MA + 20	MA + 30
1	45,065	47,180	48,427	50,542	52,917	55,039	57,166	59,290
2	46,078	48,244	49,519	51,681	54,107	56,279	58,450	60,626
3	47,114	49,328	50,632	52,842	55,326	57,543	59,764	62,298
4	48,293	50,561	51,900	54,163	56,708	58,985	61,258	63,855
5	49,501	51,824	53,196	55,519	58,126	60,457	62,790	65,451
6	50,737	53,121	54,526	56,905	59,874	62,276	64,678	67,087
7	52,136	54,583	56,026	58,471	61,523	63,991	66,460	68,932
8	53,571	56,086	57,569	60,084	63,217	65,753	68,290	70,829
9	55,047	57,631	59,154	61,736	64,956	67,562	70,170	72,781
10	56,422	59,071	60,633	63,281	67,073	69,764	72,455	75,152
11	57,831	60,548	62,148	64,863	68,749	71,506	74,267	77,031
12	59,192	62,122	63,924	66,716	70,366	73,188	76,012	78,841
13	60,582	63,586	65,425	68,283	72,019	74,908	77,798	80,694
14	62,313	65,398	67,128	70,060	73,712	76,668	79,627	82,592
15	64,089	67,100	68,874	71,883	75,518	78,546	81,578	84,887
16-19*	67,729	70,740	72,514	75,523	79,158	82,186	85,218	88,527
20-24*	70,953	73,964	75,738	78,747	82,382	85,410	88,442	91,751
25+*	74,489	77,500	79,274	82,283	85,918	88,946	91,978	95,287

* Career Increments: Upon completion of one year on Step 15, teachers will realize a career increment. The non-accumulative career increment will be added to the appropriate lane at Step 15 on the basic salary schedule. The (*) rows after Step 15 represent career increments and is not considered part of the basic salary schedule. This information is listed for illustration purposes only. Career increments are specifically designated as:

Step 16 - 19	\$3,640
Step 20 - 24	\$6,864
Step 25+	\$10,400

Except for teachers who were "off" schedule in 1998-99, no teacher in the BA and BA+10 lanes will be allowed to progress beyond career increment 2

**APPENDIX B
SALARY SCHEDULE MATRIX
2024-2025
ST. MICHAEL-ALBERTVILLE PUBLIC SCHOOLS
ALBERTVILLE, MINNESOTA 55301**

Step	BA	BA + 10	BA + 20	BA + 30	MA	MA + 10	MA + 20	MA + 30
1	46,417	48,595	49,880	52,058	54,505	56,690	58,881	61,069
2	47,460	49,691	51,005	53,231	55,730	57,967	60,204	62,445
3	48,527	50,808	52,151	54,427	56,986	59,269	61,557	64,167
4	49,742	52,078	53,457	55,788	58,409	60,755	63,096	65,771
5	50,986	53,379	54,792	57,185	59,870	62,271	64,674	67,415
6	52,259	54,715	56,162	58,612	61,670	64,144	66,618	69,100
7	53,700	56,220	57,707	60,225	63,369	65,911	68,454	71,000
8	55,178	57,769	59,296	61,887	65,114	67,726	70,339	72,954
9	56,698	59,360	60,929	63,588	66,905	69,589	72,275	74,964
10	58,115	60,843	62,452	65,179	69,085	71,857	74,629	77,407
11	59,566	62,364	64,012	66,809	70,811	73,651	76,495	79,342
12	60,968	63,986	65,842	68,717	72,477	75,384	78,292	81,206
13	62,399	65,494	67,388	70,331	74,180	77,155	80,132	83,115
14	64,182	67,360	69,142	72,162	75,923	78,968	82,016	85,070
15	66,012	69,113	70,940	74,039	77,784	80,902	84,025	87,434
16-19*	69,761	72,862	74,689	77,788	81,533	84,651	87,774	91,183
20-24*	73,082	76,183	78,010	81,109	84,854	87,972	91,095	94,504
25+*	76,724	79,825	81,652	84,751	88,496	91,614	94,737	98,146

* Career Increments: Upon completion of one year on Step 15, teachers will realize a career increment. The non-accumulative career increment will be added to the appropriate lane at Step 15 on the basic salary schedule. The (*) rows after Step 15 represent career increments and is not considered part of the basic salary schedule. This information is listed for illustration purposes only. Career increments are specifically designated as:

Step 16 - 19	\$3,749
Step 20 - 24	\$7,070
Step 25+	\$10,712

Except for teachers who were “off” schedule in 1998-99, no teacher in the BA and BA+10 lanes will be allowed to progress beyond career increment 2.

**APPENDIX C⁷
EXTRA / CO CURRICULAR**

BA LANE ONLY WITH REALIZED COACHING / DIRECTING EXPERIENCE/ POSITION	EFFECTIVE July 1, 2024
COACHES / Percentages on BA Lane	
GROUP 1	
Head Basketball, Head Wrestling, Head Football, Head Hockey, Head Gymnastics, Head Volleyball, Head Swimming, Head Dance Team	13.75%
GROUP 2	
Adapted Sports, Head Baseball, Head Softball, Head Track, Head Golf, Head Tennis, Head Cross County, Head Soccer, Head Lacrosse	12.25%
GROUP 3A⁸	
Assistant Basketball, Assistant Wrestling, Assistant Hockey, Assistant Gymnastics, Assistant Volleyball, Assistant Football, Assistant Swimming, Assistant Dance	10.5%
GROUP 3B	
Assistant or JV Basketball (B & G), Assistant or JV Wrestling, Assistant or JV Varsity Hockey (B & G), Assistant or JV Varsity Gymnastics, Assistant or JV Varsity Volleyball, Assistant or JV Varsity Football, Assistant or JV Varsity Swimming, Assistant or JV Varsity Dance	10.0%
GROUP 4	
Assistant Baseball, Assistant Softball, Assistant Track, Assistant Tennis, Assistant Soccer, Assistant Cross Country, Assistant Golf, Assistant Lacrosse, 9th Grade/B Squad Basketball, 9th Grade Wrestling, 10th Grade Football	8.5%
GROUP 5	

⁷ All changes in Schedule C go into effect as of July 1, 2024. For the 2023-2024 school year, the parties agree to follow the stipends/percentages as identified in Schedule C within the 2021-23 Master Agreement.

⁸ The positions identified in Group 3A will not take effect until July 1, 2024.

9th Grade Football, 9th Grade/B Squad Soccer, 9th Grade/B Squad Volleyball	8.00%
GROUP 6	
9th Grade/10th Grade/B Squad Baseball, 9th Grade Softball, B Squad Lacrosse, C Squad Tennis	7.5%
GROUP 7 - 7th & 8th Grade	
Football, Basketball, Wrestling, Volleyball, Swimming, Softball, Baseball, Track, Tennis, Golf, Cross Country, Soccer	5.5%
GROUP 8	
Speed and Agility	4.5%
Weight Room Coach	10.5% (3.00% Fall, 4.50% Winter, 3.00% Spring)
Adaptive Bowling Coach	5%
Middle School Assistant Coach	3%
GROUP 9	
Post Season Schedule	See Exhibit 1
CHEERLEADING	
High School Cheerleading Assistant Advisor	3.0% Per Season (Fall)
High School Cheerleading Advisor	4.75% Per Season (Fall)
BAND	
Pep Band Advisor	4.5% Per Season
Pep Band postseason appearance	\$100.00 Per Event
Summer Marching Band Advisor	11.5%
Summer Marching Band Assistant Director	8.5%
Summer Marching Band Color Guard Instructor	6.5%
Summer Marching Band Percussion Instructor	6.5%
Jazz Bands	6.5%

Middle School Jazz Band/Woodwind Ensemble	4.5%
Select Choirs	6.5%
Middle School Select Choir	4.5%
MUSICAL	
Play Director	9.5%
Instrumental Director	8.0%
Vocal Director	9.5%
Musical Assistant Director	5.75%
DRAMA	
One-Act Play Director	7.5%
Junior Varsity One Act Director	5.5%
One-Act Play Assistant Director	5.5%
Three-Act Play Director	9.5%
Three-Act Play Assistant Director	6.5%
Three-Act Play Technical Director	6.5%
Three-Act Play Set Builder	4.25%
SPEECH AND DEBATE	
High School Speech Director	10.0%
High School Assistant Speech Director	7.0%
Debate/Student Congress- Director	8.0%
Debate/ Student Congress- Assistant Director	6.5%
YEARBOOK	
Middle School Yearbook	7.5%
STUDENT COUNCIL	
High School Advisor	9.5%

Middle School Advisor (Pay 2 Advisors)	4.00%
NATIONAL HONOR SOCIETY	
High School Advisor	10.00%
ADVISORS	
Prom (Pay 2 Advisors)	2%
Curriculum Writing	\$45.00 Per Hour
Spelling Bee	\$75.00 Per Event
Math Masters 5 th , 6 th Grade, MathCounts 6 th -8 th Grade, Math League 9 th -12 th Grade	4.25%
Mock Trial	7.0%
Mock Trial Assistant	4.5%
Super Mileage Car	5.0%
B.P.A.	5.5%
Asst. B.P.A.	2.5%
Arts of the Knight	\$550.00 stipend
Web Coordinators	3.5%
Community Service Advisor	\$550.00 stipend
AV Club Advisor	8.5%
Performing Arts Center Manager	\$7500.00 Per School Year/ 20% for 2024-25 ⁹
Event Coordinator	\$9000.00 Per School Year/ 20% for 2024-25 ¹⁰
Supervising Assistant to the Activities Director	\$5000.00 Per Year
Activity/Event Supervisor (Football)	\$125.00 Per Event
MISCELLANEOUS	

⁹ The change to 20% is effective for the 2024-25 school year. The staff member in this assignment as of July 1, 2024 will get the higher of 20%, or the stipend amount for 2023-24, whichever is higher.

¹⁰ Same as footnote No. 6..

Teaching and/or Classroom Supervision During Regular Workday Preparatory Time, Authorized Meetings After School Hours*	\$45.00 Per Hour
Summer School Teaching, Homebound Instruction, Extended Day/Year School Teaching, Summer Nurse Hours	\$45.00 Per Hour
Elementary Music Teacher Concert	\$50.00 Per Event
Mileage	IRS Rate Per Mile
EM-STMA Union President	\$3000.00 per school year ¹¹
CONTEST DIRECTOR <i>(Directors will be paid for directing or accompanying, but not both during the same contest)</i>	
Contest / Performance (9-12)	\$25.00 Per Song (\$400.00 per Director max per school year)
VOCAL / INSTRUMENTAL SOLO ENSEMBLES	
Contest / Performance (9-12)	\$25.00 Per Song (\$400.00 per Director max per school year)
DEPARTMENT CHAIR	
Senior High School (Up to 6 positions)	\$400.00 Per Chair
Senior High School (7 or more Positions)	\$500.00 Per Chair
CLUBS	
Destination Imagination (3-12)	4.25%
Middle School Art Club Advisor, Middle School Chess Club Advisor	\$250.00

*Any teacher assigned to grades 5-8 covering another class during regular weekday prep will be credited for one hour of pay.

Except as expressly provided for within the Master Agreement, any new changes in Schedule C are not retroactive and not otherwise effective until ratification. Agreements do not take effect until the entire Master Contract is ratified by both parties.

¹¹ The parties agree that the inclusion of this stipend plus any corresponding taxes (i.e. TRA) is subject to full reimbursement from the exclusive representative and that the district is not responsible for this cost.

EXHIBIT 1 POST SEASON SCHEDULE

Sport	1 Win Head	1 Win Assistant	2 Wins Head	2 Wins Assistant	3 Wins Head	3 Wins Assistant	4+ Wins Head	4+ Wins Assistant
Football	\$300	\$250	\$500	\$425	\$700	\$600	\$950	\$800
Boys Cross Country	\$350	\$300						
Girls Cross Country	\$350	\$300						
Boys Soccer	\$150	\$130	\$300	\$250	\$500	\$400		
Girls Soccer	\$150	\$130	\$300	\$250	\$500	\$400		
Volleyball	\$250	\$210	\$350	\$290	\$750	\$600		
Girls Tennis	\$150	\$130	\$450	\$350				
Girls Swim/Dive	\$350	\$300						
Wrestling	\$350	\$300						
Girls Basketball	\$200	\$170	\$450	\$400	\$750	\$600		
Boys Basketball	\$200	\$170	\$450	\$400	\$750	\$600		
Gymnastics	\$350	\$300						
Boys Hockey	\$200	\$170	\$450	\$400	\$750	\$600		
Girls Hockey	\$200	\$170	\$450	\$400	\$750	\$600		
Boys Swim/Dive	\$350	\$300						
Boys Lacrosse	\$150	\$130	\$250	\$210	\$750	\$600		
Girls Lacrosse	\$150	\$130	\$250	\$210	\$750	\$600		
Softball	\$150	\$130	\$250	\$210	\$350	\$290	\$800	\$650
Boys Tennis	\$150	\$130	\$450	\$350				
Boys Track/Field	\$350	\$300						
Girls Track/Field	\$350	\$300						
Baseball	\$150	\$130	\$250	\$210	\$350	\$290	\$800	\$650
Boys Golf	\$450	\$250						
Girls Golf	\$450	\$250						
Mock Trial	\$350	\$300						
BPA	\$350	\$300						
Speech	\$350	\$300						
One-Act	\$350	\$300	\$600	\$500				
Debate	\$350	\$300						

Exhibit 1 is intended to compensate a head coach approximately \$50.00 per day and an assistant varsity coach (1 per program) \$40.00 per day for additional days of practice that extend beyond the typical conclusion of the season. The actual payment amounts are as specifically designated above. Advancement at a tournament or event on the same day or weekend does not qualify for additional compensation or constitute a "win" for the purposes of Exhibit 1.

**APPENDIX D
STAFF DEVELOPMENT**

STAFF DEVELOPMENT STIPENDS*	
SD/PG District Building Lead Representative	\$2250.00 base rate and will increase by \$250 per year for every ten additional staff members once a site reaches 90 staff members up to a maximum rate of \$3500.00
SD Building Committee Member	\$300.00 (stipend or sub expense or combination with \$300.00 representing the maximum cost to the District)
Building Technology Integrationist (AP, BW, FE, SE)	\$2000.00 Per Building
Building Technology Integrationist (ME, MW)	\$4000.00 Per Building
Building Technology Integrationist (HS)	\$5000.00 Per Building
Mentor Teacher	\$500.00
Building Mentorship Coordinators	
Year One	
1-5 new teachers	\$200.00
6-10 new teachers	\$300.00
11-15 new teachers	\$400.00
15+ new teachers	\$500.00
Year Two	
1-3 new teachers	\$200.00
4-6 new teachers	\$300.00
7-9 new teachers	\$400.00
10+ new teachers	\$500.00
Chair of Support Staff Professional Development Comm.	\$1000.00 Per Year

*The staff development stipend amounts are per school year and the District retains the inherent authority to elect to remove, or not otherwise fill or assign these positions in a school year.

APPENDIX E¹²
OVERLOAD COMPENSATION

The definition of an “overload” for the purposes of this appendix is when a full time certified staff member agrees to an additional teaching assignment during their designated preparation period as identified in the Master Contract.

The District agrees to compensate a certified staff member the amount stated in Appendix E per trimester. The per trimester rate is one hundred fifty percent (150%) of the certified staff member’s hourly rate. (This calculation is the base salary divided by 186 days divided by 8 hours/day to calculate the hourly rate. The hourly rate is then multiplied by 150% and then multiplied by (186/3) to get the per trimester rate). The certified staff member would reference the identical step and lane placement as they are being paid for their base salary. The maximum step placement is step 25.

In the event the certified staff member teaches an “overload” for less than the full trimester, the parties agree that the amount referenced in Appendix E would be prorated based on the number of days of instruction provided in an “overload” context divided by the number of designated student contact days in the trimester.

This appendix is not intended to address the terms of compensation related to STMA Online which is addressed in Attachment No. 3.

¹² Appendix E shall not be applied retroactively and is applicable to overload assignments started on or after the date of ratification.

2023-2024 Overload Stipend Matrix								
Step	BA	BA + 10	BA + 20	BA + 30	MA	MA + 10	MA + 20	MA + 30
1	\$2,817	\$2,949	\$3,027	\$3,159	\$3,307	\$3,440	\$3,573	\$3,706
2	\$2,880	\$3,015	\$3,095	\$3,230	\$3,381	\$3,517	\$3,653	\$3,789
3	\$2,944	\$3,083	\$3,165	\$3,302	\$3,458	\$3,596	\$3,735	\$3,894
4	\$3,018	\$3,160	\$3,244	\$3,385	\$3,544	\$3,687	\$3,829	\$3,991
5	\$3,094	\$3,239	\$3,325	\$3,470	\$3,633	\$3,779	\$3,925	\$4,091
6	\$3,171	\$3,320	\$3,408	\$3,556	\$3,742	\$3,892	\$4,043	\$4,193
7	\$3,259	\$3,411	\$3,501	\$3,655	\$3,846	\$3,999	\$4,153	\$4,309
8	\$3,348	\$3,505	\$3,598	\$3,755	\$3,951	\$4,110	\$4,268	\$4,427
9	\$3,440	\$3,602	\$3,697	\$3,859	\$4,059	\$4,222	\$4,386	\$4,549
10	\$3,527	\$3,692	\$3,790	\$3,955	\$4,192	\$4,360	\$4,528	\$4,697
11	\$3,614	\$3,784	\$3,885	\$4,054	\$4,297	\$4,470	\$4,642	\$4,815
12	\$3,700	\$3,883	\$3,995	\$4,170	\$4,398	\$4,575	\$4,750	\$4,927
13	\$3,786	\$3,974	\$4,089	\$4,268	\$4,501	\$4,682	\$4,862	\$5,043
14	\$3,895	\$4,087	\$4,195	\$4,378	\$4,607	\$4,791	\$4,976	\$5,162
15	\$4,006	\$4,193	\$4,305	\$4,493	\$4,720	\$4,909	\$5,098	\$5,306
16-19	\$4,233	\$4,421	\$4,532	\$4,720	\$4,948	\$5,136	\$5,326	\$5,533
20-24	\$4,434	\$4,623	\$4,734	\$4,922	\$5,148	\$5,338	\$5,528	\$5,734
25+	\$4,656	\$4,843	\$4,955	\$5,143	\$5,370	\$5,560	\$5,748	\$5,956

2024-2025 Overload Stipend Matrix								
Step	BA	BA + 10	BA + 20	BA + 30	MA	MA + 10	MA + 20	MA + 30
1	\$2,901	\$3,037	\$3,117	\$3,254	\$3,407	\$3,543	\$3,680	\$3,817
2	\$2,967	\$3,105	\$3,188	\$3,327	\$3,483	\$3,623	\$3,763	\$3,903
3	\$3,033	\$3,176	\$3,260	\$3,402	\$3,562	\$3,704	\$3,847	\$4,010
4	\$3,109	\$3,255	\$3,341	\$3,487	\$3,650	\$3,797	\$3,943	\$4,111
5	\$3,186	\$3,336	\$3,424	\$3,574	\$3,742	\$3,892	\$4,042	\$4,214
6	\$3,266	\$3,420	\$3,510	\$3,663	\$3,854	\$4,009	\$4,164	\$4,319
7	\$3,356	\$3,514	\$3,607	\$3,764	\$3,961	\$4,120	\$4,278	\$4,438
8	\$3,448	\$3,610	\$3,706	\$3,868	\$4,070	\$4,232	\$4,396	\$4,560
9	\$3,543	\$3,710	\$3,808	\$3,974	\$4,181	\$4,350	\$4,517	\$4,685
10	\$3,633	\$3,803	\$3,903	\$4,073	\$4,318	\$4,491	\$4,664	\$4,838
11	\$3,723	\$3,898	\$4,001	\$4,176	\$4,426	\$4,604	\$4,781	\$4,959
12	\$3,810	\$3,999	\$4,115	\$4,295	\$4,530	\$4,711	\$4,894	\$5,075
13	\$3,899	\$4,093	\$4,212	\$4,396	\$4,636	\$4,822	\$5,008	\$5,195
14	\$4,011	\$4,210	\$4,322	\$4,511	\$4,745	\$4,936	\$5,126	\$5,317
15	\$4,125	\$4,320	\$4,433	\$4,628	\$4,861	\$5,056	\$5,252	\$5,465
16-19*	\$4,360	\$4,554	\$4,668	\$4,862	\$5,095	\$5,291	\$5,486	\$5,699
20-24	\$4,567	\$4,762	\$4,876	\$5,069	\$5,304	\$5,498	\$5,693	\$5,906
25+	\$4,795	\$4,989	\$5,103	\$5,297	\$5,531	\$5,726	\$5,921	\$6,134

Signature Page(s)

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

ON BEHALF OF:

Education Minnesota
St. Michael / Albertville

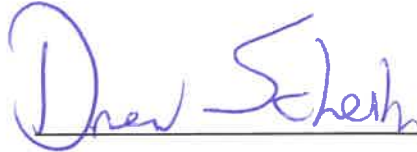


Robert Zahler, President
Local No. 1994

2/12/24
Date

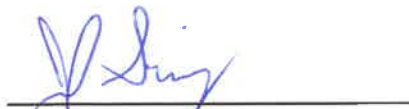
ON BEHALF OF:

Independent School District
Number 885



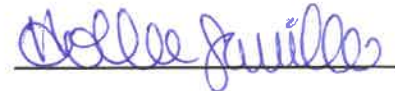
Drew Scherber
School Board Chairperson

02-05-2024
Date



Jared Simpson, Lead Negotiator
Local No. 1994

2-12-24
Date



Holley Saville
School Board Clerk


02-05-2024
Date

Attachment No. 1- Substitute Teachers
MEMORANDUM OF UNDERSTANDING
Between
Education Minnesota –St. Michael / Albertville
And
Independent School District 885
St. Michael / Albertville


This memorandum of understanding (MOU) represents mutually agreed upon terms for the classification of substitute or temporary teachers under the Agreement.

1. A substitute teacher completing a long-term teaching assignment for which they are licensed by the Professional Educator Licensing Standards Board (PELSB) for more than 30 days shall be paid pro rata in accordance with the terms and conditions outlined in this agreement;
2. Placement of long-term substitute teaching staff is at the discretion of the school district;
3. The terms and conditions of employment for substitute certified staff working for the school district on a short-call license only or without otherwise meeting the provisions set out in paragraph 1 is at the discretion of the school district;
4. STMA certified staff who have retired and worked for the school district for more than ten (10) years who complete work on an assignment of more than ten (10) consecutive days, and who retains a valid Minnesota teaching license through PELSB, will be eligible to receive the per diem they earned at the time of retirement or separation;
5. This MOU expires in its entirety as of June 30, 2025; and
6. The parties have made no other representations or promises about these issues to each other outside of the terms identified in this memorandum.

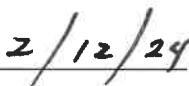
The undersigned acknowledge this document represents the complete understanding and the entirety of the parties' agreement on the above issue.



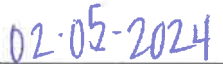
For Education Minnesota-St. Michael / Albertville



For Independent School District No. 885



Date



Date

Attachment No. 2
MEMORANDUM OF UNDERSTANDING
Between
Education Minnesota –St. Michael / Albertville
And
Independent School District 885
St. Michael / Albertville

This memorandum of understanding (MOU) reflects an agreement to permit the school district advanced step placement beyond step 15 on teaching assignments that require licensure in special education, speech-language pathology, school psychology, and secondary math (grades 7-12).

The parties agree:

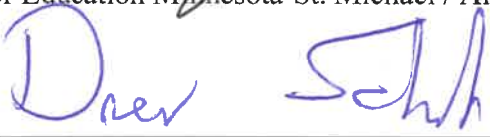
1. Certified staff hired under the provisions of this memorandum will be grandfathered in and realize a career increment immediately upon hire and in subsequent years of continuous employment with the STMA School District;
2. This memorandum does not obligate the school district to re-open this issue or reconsider prior discretionary placement with currently employed certified staff;
3. The school district retains the full discretion to make step and lane placement at the time of hire in accordance with the provisions set out in Section 6.4;
4. The district is not otherwise obligated to make a higher placement for years of experience except where educational or staffing needs warrant; and
5. This memorandum will expire or sunset in its entirety as of June 30, 2025.

The undersigned acknowledge this document represents the complete understanding and the entirety of the parties' agreement on the above issue.



For Education Minnesota-St. Michael / Albertville

2/12/24
Date



For Independent School District No. 885

02.05.2024
Date

Attachment No. 3- STMA Online Learning
MEMORANDUM OF UNDERSTANDING
Between
Education Minnesota –St. Michael / Albertville
And
Independent School District 885
St. Michael / Albertville

This memorandum of understanding (MOU) represents an agreement between the parties as to compensation for certified staff related to teaching online learning.

WHEREAS, the District has received approval from the Minnesota Department of Education (MDE) to provide online instruction during the 2021-22 school year and in the summer between academic terms;

WHEREAS, the District will require licensed certified staff members in the related subject area who would provide instruction; and

WHEREAS, the District and Education Minnesota-St. Michael / Albertville (EM-STMA) agree that online learning/teaching is distinct from providing synchronous or asynchronous teaching of in-person courses;

THEREFORE, the District and EM-STMA, agree to the following terms and conditions limited to providing online instruction:

- I. Secondary Learning Outside of Contract Day- STMA Online Platform
 1. Teachers who have agreed to teach curriculum through Edmentum or another pre-designed online platform outside of their duty day during the school year shall be covered by the provisions of this section.
 2. Effective at the start of the second trimester, teachers providing STMA Online Learning outside of their duty day may teach up to a maximum of forty (40) enrollments per subject per teacher per trimester.
 3. All other terms and conditions of the Master Contract will otherwise be applicable. All teaching for STMA Online Learning during the school year will be considered exclusive of the teacher's daily workload or duty day.
 4. STMA administration reserves the right to cancel a course, and/or combine courses or sections.
 5. A secondary teacher cannot be assigned to more than one subject, or area of licensure, per trimester.
 6. Only tier 3 or tier 4 licensed applicants will be eligible.
 7. A teacher providing STMA Online instruction is performing duties outside of their normal duty day or work year, therefore the parties agree that the teacher will be paid \$3800.00 per trimester.
 8. In the event of course cancellation or leave, STMA Online teacher pay would be prorated in accordance with the school calendar.

II. Supplemental Online Instructions Outside of the Contract Work Year

1. For STMA Online courses taught outside of the teacher's contracted work year, the teacher will be paid \$45.00 an hour. The teacher will track the hours worked and provide a stipend form at the conclusion of the course. Teachers will be limited to working 5 or less hours per day. The hours will be subject to verification by the designated administrator.
2. The District will post positions providing supplemental online instruction and give preference to internal applicants, provided the internal applicant is qualified and otherwise meets the licensing requirements of the course.
3. Only tier 3 or tier 4 licensed applicants will be eligible.
4. If there are no qualified teachers willing to teach STMA Online courses, the District can elect to cancel the course and secure qualified instructors through the traditional open posting process.
5. Administration reserves the right to cancel or combine classes, subject to a student limit of 40 students per course.
6. The District may record the position as an overload for state reporting purposes.

III. Elementary Instruction (Grades K to 6) through STMA Online

1. The parties have met in good faith to share concerns around the terms and conditions of employment for certified staff providing exclusive online instruction at the elementary grade levels.
2. For the 2023-2024 and 2024-2025 school years, any non-probationary certified staff member teaching grades K to 6 through STMA Online under elementary licensure for all of their contractual duty day, will have the option to provide written notice to Human Resources by February 1st if the teacher otherwise objects to continuing in the same STMA Online assignment. In such an event, the district will have discretion to reassign the teacher to any other assignment in which the teacher is qualified except STMA Online.
 - a. This notice of intent to change the teacher's assignment from online to another assignment does not otherwise implicate the district's inherent right of assignment and does not later or change any of the provisions set out in Section 13 of the Master Contract for the process involved with identifying certified staff who should be placed on Unrequested Leave of Absence in the event of budget reductions.
3. The parties agree that it is in the mutual interest of both parties to move forward with the roll out of this educational offering for 2023-2024 and 2024-2025 and that it is difficult to reasonably foresee all of the possible contractual issues around the terms and conditions of employment without more information about potential enrollment and other factors that cannot be determined at this time.
4. The parties further agree that it is especially challenging to foresee the work-related impacts on specialists at the elementary level, including the respective work impacts on teachers of English as a Second Language, Physical Education and other specialties such as Art and/or Music. The district and the union agreed to monitor these respective impacts during the initial stages of the program roll out.

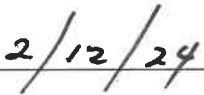
5. Therefore, the parties agree to RESERVE its corresponding rights under the Public Employee Labor Rights Act (PELRA) to discuss the terms and conditions of employment involving STMA online and elementary instruction (grades K-6). With 15 work day written notice by either party, the parties agree to meet and work in good faith to address issues, applicable to the terms and conditions of employment, within a reasonable period of time.

The parties agree that this MOU will sunset in its entirety on June 30, 2025. The terms set out in this MOU will replace, in its entirety, any prior agreements involving online instruction. The parties further agree that this MOU does not set a precedent, practice or constitute a course of dealing and that a new agreement on this issue will need to be incorporated into the future certified contract.

The undersigned acknowledge this document represents the complete understanding and the entirety of the parties' agreement on the above issue.



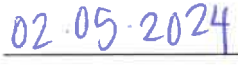
For Education Minnesota-St. Michael / Albertville



Date



For Independent School District No. 885



Date

Attachment No. 4- Schedule C Exploratory Committee
MEMORANDUM OF UNDERSTANDING
Between
Education Minnesota –St. Michael / Albertville
And
Independent School District 885
St. Michael / Albertville

This memorandum represents mutually agreed upon guidelines for conducting a committee review of Schedule C positions identified as high school and middle school music including positions in band, choir, and related roles as identified by both parties.


The purpose of this process is for the committee to issue consensus recommendations to the District and Education Minnesota (EM-STMA) for due consideration and possible incorporation into the 2025-27 Master Agreement or via an adoption by a Memorandum of Understanding in the interim.

The parties agree on the following guidelines:

1. The Committee will be co-chaired by a designee of EM-STMA and a designee of the District.
2. Committee work will start no earlier than October 1, 2024 and finish no later than April 30, 2025. The number of meetings and actual meeting times will be mutually determined by the co-chairs. Both parties promise to work in good faith and to invest sufficient time to discuss the issue adequately.
3. The Committee will consist of no more than 14 members, including the co-chairs, with seven representatives from the District and seven representatives from the Union;
4. Committee co-chairs will give due consideration to building and grade level representation; and
5. Committee meetings are to be set outside of the scheduled or contract work day and the District will not pay additional compensation to members for serving on the committee.

Neither party is obligated to accept or adopt the stated recommendations. No recommendations are effective until both parties agree to incorporation into a future master contract or adopt by memorandum.

This memorandum will sunset, in its entirety, on June 30, 2025. The undersigned acknowledge this document represents the complete understanding and the entirety of the parties' agreement on the above issue.



For Education Minnesota-St. Michael / Albertville

Date

2/12/24

Drew Schell

For Independent School District No. 885

02.05.2024

Date

Attachment No. 5- E-Learning
MEMORANDUM OF UNDERSTANDING
Between
Education Minnesota –St. Michael / Albertville
And
Independent School District 885
St. Michael / Albertville

This Memorandum of Understanding ("MOU") is entered into by and between Education Minnesota-St Michael-Albertville ("EM-STMA") and Independent School District 885, St. Michael-Albertville Schools ("District").

WHEREAS, Minnesota Statutes section 120A.414, subdivision 1, defines an "e-learning day" as "a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather";

WHEREAS, Minnesota Statutes section 120A.414, subdivision 1, states that a school district may have up to five e-learning days in one school year, with each e-learning day being counted as a day of instruction and being included in the hours of instruction required under Minnesota Statutes section 120A.41;

WHEREAS, Minnesota Statutes section 120A.414, subdivision 2, further states that a school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers;

WHEREAS, the EM-STMA is the exclusive representative of teachers who are employed by the District, and the EM-STMA and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for teachers in the District; and

WHEREAS, the EM-STMA and the District have consulted and have entered into this MOU to document their mutual agreement regarding the effects of an e-learning day plan;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOU, the EM-STMA and the District agree as follows:

1. District Notice to Teachers. The Superintendent may designate up to five e-learning days per school year. When the Superintendent designates a regular school day as an e-learning day, the District will notify teachers, parents, and students through the District's normal communication methods for inclement weather at least two hours before the normal school start time.

2. Teacher Notice to Students and Parents. Teachers will communicate student expectations for an e-learning day to students and parents before the first e-learning day following procedures outlined in the District Flex Learning Plan. Teachers in other programs, including transition programs for special education students, will communicate expectations for an e-learning day before the first e-learning day.

3. Duty Day. On e-learning days, full-time (1.0 FTE) teachers must be accessible both online and by phone throughout the designated learning day as specified in the district's e-learning plan normal duty day, which extends from 7:30am to 3:30pm, excluding the teacher's ordinary preparation time and a thirty-minute duty-free lunch.

4. Accessibility and Assignments. Teachers and certified staff will post assignments and monitor communication as follows:

- K-6. Teachers will monitor their school email for parent/teacher communication from 9:00am to 12:00 pm and from 12:30pm to 3:00pm. Teachers will respond via email or phone.

- 7-12. Teachers will have an assignment posted for each class by 9:00 am and will monitor their school email and Google Classroom for parent/student communication from 9:00am to 12:00 pm and 12:30pm to 3:00pm. Teachers will respond via email or phone.

5. Parent Response. Teachers are not required to respond to parent or student inquiries during their ordinary preparation time or their duty-free lunch. Within this time frame, part-time teachers are expected to be accessible both online and by phone for the number of hours they were scheduled to work on the regular school day that was designated as an e-learning day. When an immediate response to a parent or student inquiry is not possible on an e-learning day, teachers will respond as soon as practicable.

6. Teacher Location. Teachers are not required to be physically present at a District building on an e-learning day. Weather permitting, teachers may choose to access their assigned building during an e-learning day.

7. Communication Methods. Teachers will use the District's electronic systems (email, phone, voicemail, and Google Classroom) to communicate with students and parents on e-learning days. Other methods, not specified here, may be designated by district administration to help facilitate access to student learning. Teachers who need an electronic device to provide services on an e-learning day may check out the device from the District when inclement weather is anticipated and in advance. If an electronic device is not available in the building, the teacher will work with the building administrator to make alternate arrangements.

8. Personal Costs. Teachers may not seek reimbursement from the District for any personal costs that they incur in connection with an e-learning day. Such costs may include, but are not limited to, costs associated with using electricity, the internet, a hotspot, or a personal device. The District and the EM-STMA agree that any personal costs associated with an e-learning day are offset by the benefits of an e-learning day.

9. Recording Student Attendance. Teachers will initially mark all students as "present" for an e-learning day. If a student does not complete the e-learning day work within three (3) school days, teachers will consult with their supervisor or building administrator to determine whether the student should be marked "absent."

10. Paid Leave. On e-learning days, teachers may use any form of paid leave that was approved before the school day was designated as an e-learning day. Teachers may also use sick leave on e-learning days, but they must enter their absence into the District's electronic reporting system and must notify their building administrator so coverage can be arranged. Pre-approved personal days will not be reversed unless the teacher is specifically directed to teach by administration on or before the start of the e-learning day.

11. Snow/Inclement Weather Days. The school district will reserve the right to set a late starting time when weather conditions necessitate. If an entire designated contract day is called off due to snow or inclement weather, the district will not designate an e-learning day for the initial two cancellation days in a given school year.

12. Summary of Work. Licensed staff members such as 5-12 Media Specialists, Nurses, School Psychologists, SLP/Related Special Services, Dean of Students, and Q-Comp Coaches, who do not have a classroom assignment are expected to work a duty day from 7:30am to 3:30pm and perform the following:

- Develop a role-specific action plan for the day. Completing designated steps as instructed on the Flex Learning Action Plan document and communicating to their respective principal or supervisor within two work days following the e-learning day; and
- Reflect on their accomplishments for the day and complete the remainder of the Flex Learning Action Plan document; and
- Utilize digital communication tools to conduct virtual meetings and respond to communications as appropriate.

13. Duration. This MOU will be in effect from the ratification date of the 2023-2025 Master Contract through June 30, 2025. This MOU will expire on June 30, 2025, unless the parties affirmatively act to extend the MOU or incorporate the terms of this agreement into the next Master Agreement.


14. Conflict with Statute. To the extent that this Agreement is in conflict with other mandates as set out in state statute, the parties agree to meet and re-define any issues impacting the terms and conditions of employment.

15. No Precedent or Past Practice. Nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement between the District and the Union. No party may submit this MOU in any proceeding as evidence of a precedent or practice.

16. Entire Agreement. This MOU constitutes the entire agreement between the parties related to e-learning days. Neither party has relied on any statements or promises that are not set forth in this document. The MOU controls to the extent that it conflicts with the CBA. No changes in this MOU are valid unless they are in writing and signed by both parties.

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

The undersigned acknowledge this document represents the complete understanding and the entirety of the parties' agreement on the above issue.



For Education Minnesota-St. Michael / Albertville

2/12/24
Date



For Independent School District No. 885

02-05-2024
Date

Attachment No. 6
MEMORANDUM OF UNDERSTANDING
Between
Education Minnesota –St. Michael / Albertville
And
Independent School District 885

St. Michael / Albertville WHEREAS, Teachers, including specialists, shall be compensated according to the provisions of the Master Agreement anytime they are assigned to teach during their preparatory period; and

WHEREAS, Teaching a classroom of students, in addition to the students already assigned to that teacher for that period, is a considerable responsibility and workload; and

WHEREAS, It is in the interest of the District to have qualified and valued specialists teaching students as much as possible;


THEREFORE, the parties agree to the following:

1. For the purposes of this Memorandum only, a "specialist" is defined as a teacher assigned to grades K-12 who delivers instruction in art, music, physical education or media (would include media specialists). It does not apply to teachers working in special education, deans or any other type of teacher not expressly defined herein. It does not apply to other assigned duties including lunchroom supervision or other forms of supervision. It does not apply to covering responsive hour(s).
2. For the purposes of this Memorandum only, a "class of students" is a group of fifteen (15) or more students not typically assigned to the teacher who are otherwise scheduled to learn media, art, music or physical education.
3. When a specialist is directed by a building administrator to teach the same or a different lesson to a class of students whose regular teacher for that period is absent for any reason, the specialist teacher assigned the extra caseload of students shall be compensated \$45 for a period of at least thirty (30) minutes and up to one hour. When the specialists teach that extra load of students beyond an hour, they shall receive \$45 plus a prorated amount for the time over an hour at a rate of \$45 per hour.
4. In situations where the specialist is assigned an extra class for the entire instructional day, they shall be compensated at the daily substitute rate for short-term day-to-day substitutes. If teaching the double class the entire day requires the specialist to lose their prep, they shall be compensated for missing their prep period at the rate in the Master Agreement in addition to the daily substitute pay.
5. The maximum payout to any teacher for any eligible compensation under this Memorandum for any one contract day is the daily substitute rate plus the compensatory rate for a missing prep period (if applicable).

6. Teachers will submit for compensation via a stipend or designated form and submit to their supervisor for approval within 30 days of any eligible event. The stipend forms will be paid within 3 payroll periods following submission.


7. This memorandum will be in effect as of July 1, 2023 and will expire or sunset, in its entirety, as of June 30, 2025. Each party reserves all rights to bargain this issue anew in future collective bargaining including amending or incorporation into the next Master Agreement. Neither party makes any assurance or representations of any other offer or agreement.

The undersigned acknowledge this document represents the complete understanding and the entirety of the parties' agreement on the above issue.



For Education Minnesota-St. Michael / Albertville

Date 2/12/24



For Independent School District No. 885

Date 02.05.2024

Attachment No. 7
MEMORANDUM OF UNDERSTANDING
Between
Education Minnesota- St. Michael-Albertville
And
Independent School District 885
St. Michael-Albertville

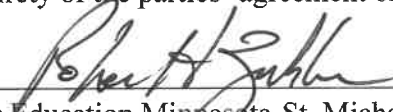
This memorandum represents an agreement to amend the application of Section 9.1.6 from February 15, 2024 to June 30, 2024.

As a pilot project, the parties agree to permit up to a maximum of 15 sick days to be secured from the sick leave bank for the purposes of covering non-compensable scheduled work time related to worker's compensation injury. The days would be deducted from the donating employee's sick leave bank as set out in Section 9.1.6 and applied towards non-compensable time in the same manner as set out in Section 9.2.

A staff member cannot access the sick leave bank for worker's comp purposes until all forms of accrued leave, including personal time, have been exhausted.

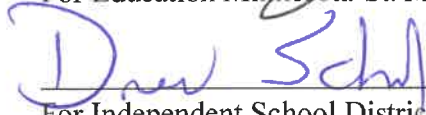
The parties agree this pilot project is temporary in nature, is not intended by either party to establish a new contract practice, and that the language as otherwise this memorandum will sunset in its entirety with no assurance or representation or extension or renewal, effective June 30, 2024.

The undersigned acknowledge this document represents the complete understanding and the entirety of the parties' agreement on the above issue.



For Education Minnesota-St. Michael / Albertville

2/12/24
Date



For Independent School District No. 885

02-05-2024
Date

Attachment No. 8
MEMORANDUM OF UNDERSTANDING
Between
Education Minnesota –St. Michael / Albertville
And
Independent School District 885
St. Michael / Albertville

WHEREAS, the parties have completed a collaboration process pursuant to a prior Memorandum of Understanding examining the impacts of variances in educational preparatory planning time; and

WHEREAS, the parties mutually agreed to implement this plan during the 2023-24 school year; WHEREAS, the parties agree that this plan is an interim remedy that does not fully address the interests and concerns of certified staff with respect to the elementary preparatory time issue on a permanent basis;

THEREFORE, the parties agree that it is in the interest of goodwill and continued mutual cooperation to agree to the following for the duration of this Agreement with full understanding this issue remains open for further discussion in the upcoming round of collective bargaining:

1. Under Section 10.3.2 of the Master Agreement, the language reads as follows:

Each full-time kindergarten teacher is assured of a daily thirty (30) minute planning day per six day schedule and an average forty-five (45) minute planning period over a six day schedule. A full-time teacher assigned to grades 1-4 is assured of a daily forty (40) minute planning period per six day schedule and average a forty-five (45) minute planning period per six day schedule. The planning period shall commence after the start of the student contact day. The planning period shall include passing time between specials classes, recess and other activities in which the teacher is responsible for transitioning students between classes and activities. Specialists will have a schedule with back to back classes. It is understood that additional planning time shall be either before or after their scheduled student contact day.

2. Under this MOU, Section 10.3.2 of the Master Agreement, would be amended to read as follows:

Each full-time kindergarten teacher is assured of a daily thirty (30) minute planning day per six day schedule and an average sixty (60) minute planning period over a six day schedule. A full-time teacher assigned to grades 1-4 is assured of a daily forty (40) minute planning period per six day schedule and average a sixty (60) minute planning period per six day schedule. The planning period shall commence after the start of the student contact day. The planning period shall include passing time between specials classes, recess and other activities in which the teacher is responsible for transitioning students between classes and activities. Specialists will have a schedule with back to back classes. It is understood that additional planning time shall be either before or after their scheduled student contact day.

3. The parties acknowledge that the past practice in application of 10.3.2 has not been scheduled

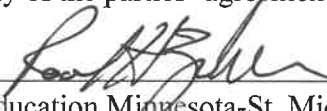
in one continuous block of time per day, but may be awarded in different segments in alignment with the language stated above.

4. The school district estimates the costs of implementation to be approximately \$30,000 for the 2023-24 school year.

5. This memorandum will expire or sunset, in its entirety, as of June 30, 2025. The parties agree to revisit the issue upon request by either side with any alteration in terms subject to mutual agreement.

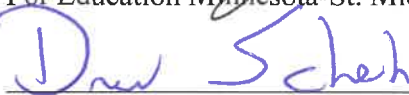
6. Each party reserves all rights to bargain this issue anew in future collective bargaining including amending or incorporation into the next Master Agreement. Neither party makes any assurance or representations of any other offer or agreement.

The undersigned acknowledge this document represents the complete understanding and the entirety of the parties' agreement on the above issue.



For Education Minnesota-St. Michael / Albertville

2/12/24
Date



For Independent School District No. 885

02.05.2024
Date