EASTERN CARVER COUNTY SCHOOLS

Master Agreement
Between

Chaska Education Association
and
Independent School District 112

Effective: July 1, 2025 through June 30, 2027

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ARTICLE I PURPOSE

This Agreement is entered into between Independent School District No. 112, Chaska, Minnesota, hereinafter referred to as "the District" and the Chaska Education Association, hereinafter referred to as "the Association" or exclusive representative, to provide the terms and conditions of employment for teachers for the duration of this Agreement.

Section 1. Parties:
The parties will interpret the terms and conditions of this contract to align with the work the District and the Association does to establish an environment in which the children in the school community receive an education of highest quality. The District and association will work collaboratively to support and serve teachers in a manner consistent with the district adopted exceptional personalized learning framework. The District and the Association believe each individual teacher is at the center of their professional growth. Supporting teacher growth is something we do with, rather than to, teachers to promote growth, achievement and career success.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:
In accordance with P.E.L.R.A., the District recognizes the Association as the exclusive representative of teachers employed by the District which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit:
The Association shall represent all the teachers of the District as defined in this Agreement and in P.E.L.R.A.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment:
The term, "terms and conditions of employment" means the hours of employment and compensation including fringe benefits. The following items are not considered terms and conditions: teacher payment of premiums for group insurance coverage of retired teachers; severance pay; educational policies of the District. The term is subject to the provisions of P.E.L.R.A.

Section 2. Teacher:
The word "teacher" means any public employee other than a superintendent, principal, assistant principal, or a supervisory or confidential employee, employed by a school district:

(1) in a position for which the person must be licensed by the Board of Teaching or the commissioner of education; or
(2) in a position as a physical therapist, occupational therapist, art therapist, music therapist, or audiologist.

Section 3. District:
For purposes of administering this Agreement, the word "District," shall mean the School Board or its designated representative(s).

Section 4. Other Terms:
Terms not defined in this Agreement shall have those meanings as defined in P.E.L.R.A.

ARTICLE IV DISTRICT RIGHTS

Section 1. Inherent Managerial Rights:
The exclusive representative recognizes that the 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 District, its overall budget, utilization of technology, the organizational structure, and selection, direction and number of personnel.

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

Section 3. Effect of Laws, Rules and Regulations:
The Association recognizes that all teachers shall perform the teaching and other related services prescribed by the School Board. Teachers shall be governed by the laws of the State of Minnesota and by the rules, regulations, directives, and orders issued by the District. The Association recognizes that all provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void.

Section 4. Reservation of Managerial Rights:
The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not specifically included in this Agreement, and all managerial functions not specifically included in this Agreement are reserved to the District.

ARTICLE V TEACHER RIGHTS

Section 1. Right to Views:
Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or their representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment so long as the same is not designed to and does not interfere with full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

Section 3. Request for Dues Check Off:
Teachers shall have the right to request and be allowed dues check off for the Association. Upon receipt of a properly executed authorization card of the teacher involved, the District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the Association. Deductions may be determined by the membership chair for the Association by giving 30 days' written notice to the District

payroll office to initiate deductions. When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the time period of September 1 through September 30 each year. Cancellation must be in writing, and forwarded to the Local President and payroll office within that month. Deductions will begin on October 15th and end on June 15th. Deductions shall be made and transmitted each month to the Association together with a list of names of the teachers from whose pay deductions were made and the dollar amounts thereof.
The Association hereby warrants and covenants that it will defend, indemnify, and hold the District harmless from any and all actions, suits, claims, damages, judgments, and executions, or other forms of liability, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the request for dues check-off.

Section 4. Association Business:
Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that such activities shall not interfere with normal school operations.

Section 5. Association Use of District Buildings:
The Association and its representatives shall have the right to the use of District facilities and equipment in accordance with the District's policies, rules and regulations provided such use shall not interfere with normal District activities or functions. The District reserves the right to assess charges for additional custodial and operational expenses beyond normal maintenance costs resulting from such use. The Association shall also have the right to reasonable use of District teachers' mailboxes and technology (i.e. email) for Association business except for the distribution of any political campaign literature regarding a candidate (local, state or national) or political literature that stipulates how to vote. Reasonable use of District teachers' mailboxes and technology for Association business must be in quantities which do not interfere with the regular school mail operation. The Association will use discretion when conducting Association business.

Section 6. Association Access to Information:
The School District agrees that the Association shall have access to public documents of the School District which are necessary for the Association to exercise its responsibility as exclusive representative; provided, however, that such information shall not invade the privacy of any individual person as covered by any State or Federal statute. The District reserves the right to charge the costs of reproducing such information to the Association.

Section 7. Personnel Files:
Pursuant of M.S. 122A40, Subd. 19, as amended, all evaluations and files relating to individual teachers shall be available during regular school business hours to each individual teacher upon their written request. The teacher shall have the right to reproduce the contents of their file at the teacher's expense and to submit for inclusion in the file written information in response to any material contained in it. The District shall notify the teacher of disciplinary additions to the personnel file. The District shall maintain or destroy personnel files as provided by law.

Section 8. Dropping a License:
Teachers may not drop a teaching license they held at the time they were hired without the Superintendent's prior written approval if they have taught in that licensure area in the School District in the last 10 years. Violation of this provision shall be deemed to be insubordination and grounds for termination of the teacher's individual contract under M. S. § 122A.40.

ARTICLE VI LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days:
The School Board shall, prior to April 1 of each school year, establish the number of school days and teacher duty days for the coming school year, and the teachers shall perform services on those days determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and pursuant to such authority, has determined to conduct school. The length of the school year shall consist of 184 days in the year for teachers including: student days, orientation and workshop days, and in-service training days as determined by the District. The District shall provide the Association the opportunity to meet and confer on the calendar prior to March 1.

Section 2. Teachers New to the District:
Teachers new to the District will be required to work up to 3 days for orientation in addition to those specified in Section 1 above.

Section 3. Closings:
In the event of a teacher duty day lost for any reason, teachers are not required to report for duty. The District has the right to reschedule such a lost day within or at the end of the regular school year and, in that event, the teachers shall report for duty on the rescheduled day. Teachers who are on an approved absence (i.e. PTO, Sick) on a day in which teachers are not required to report to duty (i.e. school is closed all day due to a snow emergency), shall have the day reinstated to their leave (i.e. PTO, Sick) balance. Teachers who are on an approved absence on the day of a late start or early release will have their leave hours restored.

ARTICLE VII HOURS OF SERVICE

The District and Association will work collaboratively to eliminate contractual and district structures and systems inhibiting what would constitute a professional day given the district adopted personalized learning framework.

Section 1. Professional Day:

The hours of instruction for students at each building shall be established by the School District. The professional teacher's day on which salaries shall be based is a period of time that the school is regularly in session for students plus reasonable time as is necessary to plan the day's work, confer with pupils and parents, attend necessary staffing, building faculty/committee meetings, and perform such other duties as are appropriate for teachers. A duty-free lunch period of thirty (30) minutes in accordance with current practice shall be scheduled for each teacher. Teachers shall, upon notice to the Building Principal, be allowed to leave the building during the duty-free lunch period, except as emergency conditions might otherwise require.

Professional Day Expectations:
(1) Administrators will review the language on Professional Day with the bargaining unit members at the start of the school year or when they are hired, if after the start of the school year.
(2) Teachers are expected to be at school and prepared and ready for students when school is regularly in session for students.
(3) Teachers are expected to meet with parents and students as needed.

(4) Teachers are expected to attend staff meetings as needed.
(5) Teachers are expected to attend PLC grade level/department/team/job alike or staff meetings as scheduled by administration at reasonable times before, during or after school unless there are unavoidable circumstances.
(6) Consistent with the above expectations is a shared judgment that teachers should not, as a general practice, enter the building shortly before students arrive and leave shortly after students depart.
(7) Whenever a teacher leaves the building during the student day, the teacher shall notify the Office of the Building Principal.

Section 2. Duty Free Lunch:
Except in emergencies, each teacher shall be provided a duty free lunch period of at least 30 minutes.

Section 3. Teacher Assignment:

Subd. 1. Student Contact Time:
Scheduled student contact time for each full time teacher is established at an average of 1500 minutes per week. This contact may occur in varied time blocks of teaching, supervision or a combination of these.

Subd. 2. Preparation Time:
Teachers shall have preparation time within the student day amounting to 300 minutes per week. Preparation time in a common block is desired with a goal of 60 minutes per day. Alternative methods of instruction and/or scheduling may result in variations of preparation time on a day-to-day basis. Preparation time shall be provided in one, two or three uninterrupted blocks during the student day and must be at least 15 minutes in length to count toward the teacher's preparation time unless modified by mutual agreement between the building administration and the CEA.

Preparation time is normally used for the planning and follow-up of lessons and the administration in each building will attempt to honor this purpose for preparation time. However, preparation time may also be used for parent conferences, individual student assistance, faculty or team meetings or curriculum meetings.

Subd. 3. Overload:
Teachers assigned for more time than specified in Subd. 1. above shall be additionally compensated at a rate prorated upon the teacher's base salary.

Subd. 4. Traveling Teachers:
Efforts shall be made in the arranging of teachers' schedules to limit the amount of intra-District travel. Assignment to more than 1 building may be the result of student need and/or an effort to maximize teacher contracts. Questions concerning such intra-District assignments should be addressed to building principal(s) or the Director of Human Resources. Mileage between schools will be paid at the Internal Revenue Service (IRS) rate.

Subd. 5. Change of Assignment:
Management has the right of assignment and assignments or changes in assignments are made at the sole discretion of the district. A teacher will be notified in writing of any change in a teacher's specific annual assignment proposed after tentative assignments for the next year are issued. The

teacher may request a meeting with the administration to discuss the change at which time the administration will explain their rationale for the change in assignment.

A teacher who wishes to be considered for a change of assignment should contact the Executive Director of Human Resources. This request would be taken into consideration, but is not a guarantee.

Subd. 6. Teacher on Special Assignment (TOSA):
See guidelines for Teacher on Special Assignment (TOSA) in Appendix B.

Subd. 7. Option to Work Remotely on Grading Days and Special Education Due Process Days:
The purpose of working remotely is to provide teachers with the flexibility to choose how best to complete their work on this day. Teachers may work remotely for all or part of the day and there is no restriction as to how many teachers may work remotely on the grading days. The remote grading day may not be used in conjunction with PTO or Comp time to extend one's personal leave time. The option for working remotely is dependent on teaching assignment. As a work day, normal professional standards and district policies apply.

(1) Early and Family Education teachers and Elementary teachers have 2 remote work days per year, at the end of 1st and 2nd trimester.
(2) Secondary teachers have 1 remote work day; at the end of 1st semester
(3) Special Education teachers also have the option to work remotely on due process days provided they obtain pre-approval and a substitute teacher. Special Education teachers may be recalled to school if their substitute fails to report to duty. The remote due process day may not be used in conjunction with PTO or Comp time to extend one's personal leave time.

ARTICLE VIII RATES OF PAY

Section 1. Rates of Pay:
The wages and salaries reflected in Schedule A (2025-2026) Schedule B (2026-2027), Schedule C (Miscellaneous Compensation), shall be a part of this Agreement.

Section 2. Rates of Pay for Teachers Substituting/Covering Another Teacher's Class:
(1) Teachers earn additional compensation ($55 per hour) for substituting/covering another teacher's class during their prep period. Teachers earn additional compensation ($30) for teaching advisory during a colleague's absence.
(2) In an emergency situation when a teacher is assigned to teach/be responsible for a whole class of students in addition to their own class (for less than a full day), the teacher will receive $55 per hour. For example, a teacher needs to leave one hour early at the end of the day and there is no teacher with prep available. The principal decides to assign a teacher that is currently teaching to take the additional whole class of students of the teacher who needs to leave. In this instance, the teacher who takes on the responsibility of the additional whole class receives $55 per hour.
(3) In an emergency situation when a teacher is assigned to teach/be responsible for a whole class of students in addition to their own class (for a full day), the teacher will receive $275 per day. For example, a third grade teacher is absent for an entire day and the district is unable to secure a substitute. The principal decides to assign a teacher that is currently teaching to take the

additional whole class of students for the day. In this instance the teacher who takes on the responsibility of the additional whole class receives $275.

(4) In an emergency situation when multiple teachers are assigned to teach/be responsible for less than a whole class of students in addition to their own class (for less than a full day) the teachers will receive $55 per hour divided by the number of classrooms that the students are split into. For example, a third grade teacher needs to leave one hour early at the end of the day and there is no teacher with prep available. The principal decides to divide the students and place them in three other third grade classrooms. In this instance, the three teachers each receive $18.33 hour ($55/3).

(5) In an emergency situation when multiple teachers are assigned to teach/be responsible for less than a whole class of students in addition to their own class (for a full day) the teachers will split $275. For example, a third grade teacher is absent for an entire day and the district was unable to secure a substitute and the principal decides to divide the students and place them in three third grade classrooms. In this instance, the three teachers each receive $91.67 ($275/3).

Section 3. Additional Rates of Pay:

(1) Summer School and Extended Learning Opportunities not tied to an Individualized Education Program (IEP): $35.00/hour

(2) Extended School Year (ESY) tied to an Individualized Education Program: The teacher's daily rate of pay.

(3) Curriculum Creation/Writing: $35.00/hour

(4) Move, Pack or Relocate: A teacher that is required to move, relocate or pack their space for construction within a building or to a different building will receive a stipend of $200 to compensate the teacher for the additional work of packing, unpacking, etc... Examples of a required move include:

  (a) A teacher is required to move from one building to another in the district due to the district changing the teacher's assignment.

  (b) A teacher is required to move from their current classroom within a building to another classroom within the same building because of a relocation of grade level classrooms.

  (c) A teacher is required to pack their classroom or workspace due to construction projects taking place in the building.

*** No stipend is provided when a teacher chooses to move to a different building (i.e. when a teacher applies for a position in another building) or when a teacher chooses to move to a different assignment (i.e. 1st grade to 3rd grade) within the same building.

*** The increase in stipend from $150 to $200 will begin on January 1, 2026.

(5) District Committee: $30.00/hour for participation in district-level strategic initiatives that are selected at the sole discretion of the Superintendent.

(6) National Board Certification: For 2025-2026 and 2026-2027, the amount of $30,000 per year will be divided among eligible teachers and each eligible teacher will receive a stipend of up to a maximum of $1,000 per person. If there are over 30 eligible teachers, the $30,000 will be divided amongst the qualifying teachers. This stipend will be paid upon receiving verification of initial National Board Certification or renewal from the teacher. The following groups qualify for this bonus:

  (a) Employees who successfully complete and maintain the National Teacher Board Certification

  (b) Speech and Language Clinicians, (speech pathology and audiology) who hold their Certificate of Clinical Competence, School Social Workers who hold the School Social Work Specialist Certification, Occupational Therapists who hold the National Board for

Certification in Occupational Therapy, School Psychologists who hold the National School Psychologist credential, School Counselors who are National School Counselor Certified, and Licensed School Nurses who hold the National Board for Certification of Schools Nurses credential.

Section 4. Status of Salary Schedule:
The salary schedules are not to be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to commencement of the subsequent school term, a teacher shall be compensated according to the last Agreement executed between the Association and the District until such time as a successor Agreement is executed. Teachers shall advance on the salary schedule one step for each year of the Agreement subject to the right of the District to withhold increments for just cause. In instances where this Agreement is not settled prior to the start of the contract year, the appropriate step advancement shall occur after settlement.

Section 5. Increment Withholding:
Before an increment is withheld, the teacher shall be notified in writing and, wherever appropriate, counseled by the administration and given reasonable time and assistance to correct their deficiency. Copies of all notices pertaining to the withholding of an increment shall be sent to the grievance chairperson of the Association. After withholding of the increment for a school year, the teacher shall, unless a subsequent withholding is made by the District under this section, be returned to their former step on the salary schedule. An action withholding a salary increase shall be subject to the grievance procedure.

Section 6. Placement on Salary Schedule:
The following rules shall be applicable in determining the appropriate placement of a teacher on the salary schedule.

Subd. 1. New Teachers Prior Experience:

(1) Teachers with prior teaching and/or other relevant experience related to their position, initial placement on the salary schedule will be at the discretion of the District. At a minimum, teachers with prior teaching experience in a germane field will be granted at least one half of their years of teaching experience in their initial placement on the salary schedule.
(2) A teacher who is hired by the District and who has served a full year of internship in the District as part of their preparation for a teaching license, shall be granted one year of credit for this internship for schedule advancement at the time a continuing contract is granted in the District.
(3) All years granted by the District will be considered proficient.

Subd. 2. New Teachers Education/Lane:

(1) Each new teacher employed by the District shall submit a transcript of their college credits (undergraduate and graduate inclusive) with the return of their signed individual teaching contract. Each new teacher to be offered a contract by the District shall, before signing an individual contract, be given the opportunity to review a copy of the existing Agreement between the District and the Association.
(2) In the placement of new teachers, credits to be considered for application on any lane of the salary schedule must not be earned prior to June 30, 2008 and germane to the teacher assignment as determined by the District. Only credits earned after licensure has been granted are eligible for lane change consideration. At the District's discretion, advanced degrees

(master's degree/doctoral degree) earned prior to licensure may be considered for credit if the subject area is germane to the teaching license.

(3) Credits earned through an accredited post baccalaureate program (e.g. University of Minnesota) will be eligible for credit only if the credits are above and beyond those credits earned for teacher licensure.

Subd. 3. Current Teachers Education/Lane:

(1) To apply on the salary schedule, all credits beyond the bachelor's degree must be earned from an accredited institution recognized for the purposes of licensure by a State Board of Teaching. All credits submitted for any lane change must carry a grade equivalent of "B" or higher. A "pass" on a pass/fail grade system will be accepted if the instructor indicates that the work was equivalent to a "B" or higher.

(2) Credits to be considered for lane change must be approved by the Human Resources Department, in writing, prior to the teacher registering for the course. Requests must include evidence the coursework is germane to the teacher's assignment as defined by the District and approved by the Executive Director of Human Resources. There should be evidence the coursework is graduate level and the credits are accepted toward an advanced degree by a college or university accredited in the applicable area of study. Once a degree program has been approved by the Executive Director of Human Resources, the teacher can continue taking courses set forth on that degree plan without individual approval for each course.

All credits counted toward lane changes beyond the BA lane must be earned after a teacher has received the BA degree. All credits counted toward lane changes after the MA degree must be earned after a teacher has received the MA degree. The district reserves the right to recognize additional programs or assign credits to teachers with a degree or certification that is outside the typical Masters or credit program.

All previous credits will be honored and any limiting factor would not take effect until January 1, 2026. For more information on what credits may be or may not be accepted, please contact the Human Resources Department.

(3) A teacher shall be paid on the master's degree lane or higher degree lane if the degree program was pre-approved, in writing, by the Executive Director of Human Resources.

(4) At the time a block of credits is considered for a lane change, no credits earned prior to June 30, 2008, will be counted toward the lane change. Individual contracts will be modified to reflect qualified lane changes upon submission of an official transcript of credits/and/or degree to the Human Resource Office. For example: Teacher submits official transcript that qualifies for a lane change on November 15. New salary takes effect from that day forward (based on number of days remaining in that contract year). Teachers who submit an official transcript for a lane change after the completion of a contract year and before the beginning of the following contract year (during the summer) – new salary will take effect the following contract year (beginning with September 15 paycheck). If the following contract year is a new contract, and the new contract is not settled, then the lane change will be included in retro pay once the contract is settled.

(5) The rules contained in this article relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized.

Section 7. Absent Without Leave:
A teacher absent in excess of leave provisions during the school year shall have their salary reduced by the amount of (number of individual contract days i.e. 1/184) the day(s) in excess of available leave.

Section 8. Experience Credit:
When this Agreement refers to a year of service or experience, a teacher shall not receive a year's credit on the salary schedule unless they have completed at least 100 days of service within the District. However, if the District would benefit by having a teacher begin a leave at the end of a quarter or other logical break in the school year, the Superintendent, may, upon request, grant credit for a year's experience to a teacher who has taught less than 100 days if that teacher has taught at least 2 quarters or an equivalent period during the year in question.

Section 9. Payment of Salary:
The salaries of all teachers will be paid in (24) payments by direct deposit on the 15th and the last day of the month.

ARTICLE IX CO-CURRICULAR ASSIGNMENTS

Section 1. Co-Curricular Assignments:
Co-curricular assignments associated with additional compensation shall not be construed to be part of the continuing contract.

Section 2. Compensation for Coaches and Advisors of Student Activities and Athletics:
Compensation for co-curricular assignments for head and assistant athletic coaches, 9th grade coaches, and student activity advisors is determined by a formula developed by the Co-Curricular Advisory Council and adopted by both the Association and the District. The rates of compensation are listed in Schedule C.

Section 3. Assignment of Co-Curricular Duties:

Subd. 1. Assignment:
The District may assign a teacher to co-curricular or other assignments subject to established compensation of such services. An assignment shall not be made without agreement of the teacher except where no qualified teacher has volunteered to assume the assignment. In such a case, the assignment shall be only on a year-to-year basis until a qualified teacher volunteers to accept the assignment.

Subd. 2. Extra Duty Assignment Statement:
Co-curricular assignments shall, insofar as possible, be described in the individual teacher extra duty assignment statement. The compensation, if any, to be paid for such an assignment will be listed.

ARTICLE X POOLED BENEFITS

Section 1. Selection of Carrier:
The selection of the insurance carrier shall be made by the District.

Section 2. Insurance Benefits:
The plan year for insurance benefits is from July 1 through June 30. For 2025-2026, the amount of $808.33 per month ($9,700 annually) will be available for eligible teachers to distribute as they designate among-benefits (health insurance, dental insurance, vision insurance, life insurance, supplemental life insurance, accidental death or dismemberment insurance, basic long term disability insurance, increased long term disability insurance, flex, Health Savings Account/HSA) or cash (newly hired teachers eligible for insurance benefits shall receive the $970 per month or $9,700 annually, September through June, for their first year of employment, to distribute as they designate among benefits (health insurance, dental insurance, vision insurance, life insurance, supplemental life insurance, accidental death or dismemberment insurance, basic long term disability insurance, flex, Health Savings Account/HSA) or cash. Teachers eligible for benefits must enroll in at least single health coverage, $50,000 life insurance and Long Term Disability (LTD). See Human Resources Website for Employee Benefit Guide and Summary Plan Descriptions (Medical Insurance) for specific information (i.e. Eligible Dependents, Special Enrollment Period).

Each eligible teacher shall enroll in group term life insurance in the amount of $50,000. The principal sum benefit for any teachers age 75 and over shall be the amount specified by the policy and may be lower than the amount specified in this section. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier. Supplemental life Insurance and/or accidental death and dismemberment will be made available as an option. The LTD policy will be at 66.66% of base monthly salary and the waiting period will be 60 days. The LTD plan will include an additional provision, if the carrier permits, providing for a teacher to return to work part-time on a prescribed rehabilitation program while continuing to receive pro-rata benefits.

For 2026-2027, the amount of $912.50 per month ($10,950 annually) will be available for eligible teachers to distribute as they designate among-benefits (health insurance, dental insurance, vision insurance, life insurance, supplemental life insurance, accidental death or dismemberment insurance, basic long term disability insurance, increased long term disability insurance, flex, Health Savings Account/HSA) or cash (newly hired teachers eligible for insurance benefits shall receive the $1,095 per month or $10,950 annually, September through June, for their first year of employment, to distribute as they designate among benefits (health insurance, dental insurance, vision insurance, life insurance, supplemental life insurance, accidental death or dismemberment insurance, basic long term disability insurance, flex, Health Savings Account/HSA) or cash. Teachers eligible for benefits must enroll in at least single health coverage, $50,000 life insurance and Long Term Disability (LTD).

During the Open Enrollment period for benefits for 2025-2026 and 2026-2027 a teacher eligible for benefits may "opt out" of enrolling in at least single health coverage by providing proof of insurance to the Human Resource Office (at the time of Open Enrollment). A teacher electing to "opt out" will not receive the amount available for eligible teachers to distribute among benefits. A teacher electing to "opt out" will receive the District provided $50,000 life insurance policy and Long Term Disability (LTD) policy. This "opt out" language sunsets at the end of this contract and will be reviewed for the next contract.

Each eligible teacher shall enroll in group term life insurance in the amount of $50,000. The principal sum benefit for any teachers age 75 and over shall be the amount specified by the policy and may be lower than the amount specified in this section. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier. Supplemental life Insurance and/or accidental death and dismemberment will be made available as an option. The LTD policy will be at 66.66% of base monthly salary and the waiting period will be 60 days. The LTD plan will include an additional provision, if the carrier permits, providing for a teacher to return to work part-time on a prescribed rehabilitation program while continuing to receive pro-rata benefits.

For 2025-2026 and 2026-2027, where a teacher and their spouse are both employees in the district, they may pool their district insurance contributions with the following stipulations:

a. both teachers must participate in the District health insurance plan, if qualified, and maintain 2 single, a single plus 1-or a family contract. Beginning July 1, 2021 the health insurance configuration will be single, single plus one (1) and family.

b. both teachers must participate in the District life and LTD insurance plans; and

c. any balance remaining shall be applied toward benefits (health insurance, dental insurance, vision insurance, life insurance, supplemental life insurance, accidental death or dismemberment insurance, basic long term disability insurance, flex, Health Savings Account/HSA) or cash.

Subd. 1. Selling of Sick Leave and PTO Days:
Eligible teachers, at the time of open enrollment, may sell up to 2 future sick leave days (must be sold first) and 3 future personal time off (PTO) days each year at $165 per day to distribute among benefits (health insurance, dental insurance, life insurance, vision insurance, supplemental life insurance, accidental death or dismemberment insurance, flex, Health Savings Account/HSA), or cash. Teachers who have an accrued sick leave balance of 30 unused sick days (accrued sick leave and PTO days) or more on July 1 are eligible to sell future sick leave and PTO days.

Subd. 2. Selling of Additional PTO Days:
Eligible teachers, at the time of open enrollment, may sell up to an additional 3 future Personal Time Off (PTO) days each year at $165 per day to distribute among benefits (health insurance, dental insurance, life insurance, vision insurance, supplemental life insurance, accidental death or dismemberment insurance, basic long term disability insurance, flex, Health Savings Account/HSA), or cash. Teachers who have an accrued sick leave balance of 60 unused sick days (accrued sick leave and PTO days) or more on July 1 are eligible to sell additional future PTO days.

Section 3. Duration of Insurance Contribution:
A teacher will be covered by District insurance for the number of days or months employed by the District during the contract. If a teacher's employment is ended prior to the completion of the contract year, the teacher has the right to purchase insurance under COBRA.

Section 4. Claims Against the District:
Any description of insurance benefits contained in this article are intended to be informational only and the eligibility of any teacher for benefits shall be governed by the terms of the underlying benefit plan adopted by the District pursuant to this article. The District's only monetary obligation is to pay such

amounts as agreed to in this Agreement and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Definitions:

Subd. 1. Full-Time:
For purposes of Sections 2,3,4 and 5 of above, a teacher shall be considered full-time and eligible for benefits if they are contracted for at least 30 hours per week for a full school year.

Subd. 2. Qualification for Insurance:
40 hours per week for one semester or 100 continuous days (whichever is less) will also qualify a teacher for insurance benefits contained in this article. Teachers qualifying for benefits as outlined in this subdivision and working less than a full year contract shall have benefits awarded at a level that is .5 of the insurance contribution provided by the District.

Subd. 3. Long Term Disability:
The LTD policy will be at 66.66% of base monthly salary and the waiting period will be 60 days.

ARTICLE XI LEAVES OF ABSENCE

Section 1. Personal Time Off (PTO):
PTO is defined as absence used for illness or disability, bereavement, adoption, religious holidays, personal use and paid child care leave. PTO does not include such absences as jury duty (Section 6,) military leave (Section 5,) civic duties, FMLA, and unpaid child care leave.

Subd. 1. PTO/Sick Leave Credit:
All full time teachers as defined in ARTICLE III, Section 2. above shall be credited with 80 hours of PTO and 16 hours of sick/adoption leave per contract year. The credit shall be made at the beginning of each school year. Part-time and job share teachers shall accrue PTO hours and sick/adoption leave hours on a pro-rata basis. If a teacher leaves the District having used more PTO hours and/or sick/adoption leave hours than they earned, the District shall reduce the teacher's final paycheck for any unearned PTO or sick/adoption leave hours on a pro-rata basis. PTO may be taken in 1 hour increments.

Subd. 2. Unused PTO:
At the end of each contract year, unused PTO hours will be added to each teacher's previously accrued sick/adoption leave balance.

Subd. 3. Sick Leave:
Sick leave may be taken in 1 hour increments. Hours used for illness will be deducted from a teacher's accrued sick leave balance unless they wish to have them taken from the current year's PTO-hours. A teacher may use PTO hours and accumulated sick/adoption leave for illness of the teacher, the teacher's spouse or child. The teacher may also use PTO hours and accumulated sick/adoption leave not to exceed 5 work days (40 hours for full-time teachers and prorated hours for part-time and job share teachers) per year for illness involving the teacher's parent, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, spouse's parent, or person residing in

the teacher's household. In extenuating circumstances, a teacher may make an additional request for use of accumulated sick/adoption Leave and or an extension to the 5 day limit to the superintendent/designee. A teacher may also use PTO and accumulated sick/adoption leave in accordance with M. S. 181.9413 (2021) as amended.

Subd. 4. Bereavement Leave:

(1) Upon advance notice and arrangement with the supervisor, up to five (5) days paid leave (PTO or accumulated sick leave), may be used by a teacher for the attendance at or arrangement of the funeral of a teacher's spouse or domestic partner, child, parent, or other dependents.
(2) Up to three (3) days may be used by a teacher for attendance at or arrangement for the funeral of a teacher's brother, sister, grandparent, grandchild, brother-in-law or sister-in-law, son-in law, or daughter-in-law and spouse's parent, grandparent.
(3) One (1) day of leave, non-accumulative, maybe used by a teacher for attendance at or arrangement of the funeral of a friend or others not listed above.
(4) The Executive Director of Human Resources may approve additional days for situations not identified above and/or allow the use of sick leave for significant travel associated with bereavement.

Subd. 5. PTO Birth/Adoption:

A teacher giving birth shall be able to use PTO/accumulated sick/adoption Leave for the teacher duty days during the 6 to 8 continuous calendar weeks (doctor's normal prescribed time period of disability due to childbirth) following the delivery of the child. A teacher adopting a child shall be able to use up to six continuous calendar weeks/30 continuous days of PTO/accumulated sick/adoption leave for the teacher duty days following the adoption of the child. Non duty days, such as breaks, holidays, summer and weekends are included in the determination of the 6 to 8 continuous calendar weeks for a teacher giving birth or 6 continuous calendar weeks/30 continuous days in the case of adoption. PTO/accumulated sick/adoption leave may not be used on non-duty days.

Subd. 6. Religious Leave:

Employees shall be granted one (1) day of religious leave per year with no loss of pay upon verification to the Executive Director of Human Resources that the purpose of the religious leave is a traditionally required religious observance of their particular faith and/or creed.

Subd. 7. Furnish Evidence of Illness:

After 3 consecutive days of illness or disability, the District may require a teacher to furnish a medical certificate from the attending physician as evidence of illness, indicating such absence was due to illness or disability. The District may require certification by the attending physician stating that the teacher is in good health and able to resume their duties upon return. In the event that a medical certification will be required, the teacher will be so advised.

Subd. 8. Extended Leave:

When current PTO hours and any accrued hours have been exhausted, the Superintendent/designee shall be authorized to grant an extended leave of absence without pay.

Subd. 9. PTO Approval:
To use PTO, teachers must give at least a 3 day notice (except for reasons of bereavement, childbirth, adoption, and illness) and receive pre-approval from their building administrator. Approval of such requests may not exceed more than 5% of the teaching staff of any particular building for any given day. Licensed School Nurses are not counted in the 5% maximum that applies to teaching staff. Traveling teachers will count toward the 5% in proportion to their assignment in a building (e.g., a teacher who is a .30 FTE at three different buildings will have their FTE prorated for calculation of the 5% at each building.)

Subd. 10. PTO Increments:
PTO may be taken in 1 hour increments.

Subd. 11. PTO Restrictions:
No more than 3 consecutive PTO days may be granted except for reasons of bereavement, childbirth, adoption, and absence due to extended illness. Up to 6 consecutive PTO days may be granted for bereavement. Up to 10 consecutive PTO/accumulated sick/adoption leave days may be granted to a teacher whose spouse gives birth immediately following the birth of the child. Up to 10 consecutive PTO/accumulated sick/adoption leave days may be granted to a teacher whose spouse is an adoptive parent (Article XI, Section 1, Subd. 4) following the adoption of the child. Non duty days such as breaks, holidays and summer will be considered in the determination of the number of PTO days granted for reasons of bereavement, childbirth, and adoption. Discretionary leave may be granted by the Superintendent in extenuating circumstances.

In extraordinary circumstances, a teacher may use up to six PTO days consecutively. The granting of such an exception shall be at the discretion of the District. If an exception is granted by the District the teacher must have the required amount of PTO time available. Each day missed beyond the first three consecutive days will be charged at twice the time off(16 PTO hours for full-time teachers and prorated hours for part-time teachers). For example, a full time teacher taking 6 consecutive days of PTO will be charged one day for each of the first three days and two days each for the final three days for a total of 9 total days of PTO. For teachers that do not have the required amount of PTO to cover such a leave, or who wish to extend beyond the 6 consecutive days, may appeal to the Executive Director of Human Resources for unpaid days under the Discretionary Leave language. This exception may only be accessed by the same teacher once every three years.

Subd. 12. Donation of PTO or Accumulated Sick Leave:
A teacher may contribute a total of 4 days (32) hours for full-time teachers and prorated hours for part-time and job share teachers) per fiscal year (July 1-June 30) of their accumulated PTO or sick/adoption leave to another employee for the following reasons:

a. The employee receiving the donation is being placed on long term disability (LTD) and has insufficient PTO and sick leave days to meet the LTD waiting period without loss of income. Only the minimum number of days necessary to meet the terms of the waiting period after the recipient has used their accumulated sick leave days may be donated; or
b. The employee receiving the donation has experienced a catastrophic circumstance, as determined by the Superintendent/designee, that resulted in a 0 balance of the employee's PTO and sick leave days.

Guidelines to request a donation of a day and/or how to donate a day to another employee may be requested through the District 112 Human Resource Department.

Subd. 13. Termination and PTO:
Upon termination of a teacher's employment for any reason, all PTO hours and accumulated sick/adoption leave shall be immediately and automatically cancelled.

Section 2. Workers' Compensation:

Subd. 1. Compensable Injury:
Upon the request of a teacher who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act incurred while in the employ of the District, the District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the teacher and the teacher's regular rate of pay to the extent of the teacher's accrued sick leave. Such payment shall be paid by the District to the teacher only during the period of disability.

Subd. 2. Leave Deduction:
A deduction shall be made from the teacher's accumulated sick leave accrual time according to the portion of days of sick leave or time which is used to supplement workers' compensation.

Subd. 3. Additional Compensation:
In no event shall the additional compensation paid to the teacher by virtue of sick leave result in the payment of a total daily, weekly or monthly compensation that exceeds the regular compensation of the teacher.

Subd. 4. Submission of Workers' Compensation Check:
A teacher who is absent from work as a result of an injury compensable under the Workers' Compensation Act who receives sick leave pursuant to this Section shall submit their workers' compensation check, endorsed to the District, prior to receiving payment from the District for their absence.

Subd. 5. No Entitlement to Sick Leave or Sick Leave Accrual:
A teacher shall not be entitled to sick leave benefits under this Section if they are injured while in the employ of another employer or while not in the employ of the District, nor shall any accrual of such leave occur during the period of convalescence from the injury.

Section 3. Family and Medical Leave (FMLA):
The District will administer-FMLA and all applicable state laws.

Section 4. Probationary Period and Leaves:
The applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the District to have the opportunity to evaluate a teacher's performance. Periods of time for which the teacher is on leave shall not be counted in determining the completion of the probationary period.

Section 5. Military Leave:
Military leave shall be granted to a teacher pursuant to M.S. Chapter 192 and other applicable law. Teachers on military leave shall accrue seniority and step advancement during the period of the leave.

Section 6. Jury Duty:
A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District, less the mileage per diem and other expenses as regulated by State guidelines. To qualify for this payment, the teacher must return to their regular duties on being dismissed from jury duty.

Section 7. Association Leave:
At the beginning of every school year the Association shall be credited with 40 days of paid leave to be used by teachers who are officers or agents of the Association. Such leave shall be used as authorized by the Association President. Documentation of the days utilized shall be completed and submitted to the Association executive committee and the District in January and June of each school term. The cost of substitute teachers, if required, is paid by the Association

Section 8. General Leave:

Subd. 1. Eligibility:
Teachers with a minimum of 3 years of experience in the District may apply for an unpaid leave of absence subject to the provisions of this Section. Application for such leave must be made by March 1 of the year preceding the school year for which the leave is sought. The granting of such leave shall be at the discretion of the District.

Subd. 2. Conditions of General Leave:
A general leave may be granted by the District for overseas teaching, Peace Corps, extended illness of the teacher's family, study germane to the teacher's assignment, travel, holding a full-time office in a professional organization, service as an elected or appointed official, or for other reasons deemed appropriate by the District.

Subd. 3. Benefits While on General Leave:

(1) A teacher on general leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, vision insurance, life insurance, supplemental life insurance), as permitted under the insurance policy provisions provided the teacher pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). The teacher shall be responsible for paying the monthly premium amounts in advance and on such dates as determined by the District/third party administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the teacher to pay the premiums to the District/third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and no salary is paid for an unpaid/general leave, long-term disability insurance coverage is not available.

(2) A teacher on general leave shall retain such amount of sick leave days and other accrued benefits which they had accrued, if any, at the time they went on general leave for use upon their return. No additional paid leave (i.e. PTO sick) shall accrue for the period of time that a teacher is on general leave.

Subd. 4. Returning from General Leave:

(1) Seniority, step advancement, and other compensation shall not accrue for a teacher on general leave.

(2) Upon completion of a general leave, the teacher shall be returned to an equivalent position they were in prior to the leave if such a position is available, following the language set forth in ARTICLE XII (i.e., a more senior teacher is not displaced by the teacher returning from leave).

Section 9. Child Care Leave:

Subd. 1. Birth and Adoption:
Child rearing leave of absences shall be available to teachers for a period of time, not to exceed 24 calendar months, for the purpose of caring for a newborn infant or pre-school adopted child for whom the applicant has the legal responsibility for the care and support of said child. Such leave may be taken subsequent to the birth of the teacher's child, or in the case of adoption, when the child is physically turned over to the teacher-parent.

Subd. 2. Notification to District:
(1) At least 3 calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the District in writing whether or not the employee intends to take child care leave. This election may be changed at any time before the teacher is no longer disabled from working due to childbirth or pregnancy related disability.

(2) Upon filing an application for leave following adoption of a pre-school child, the teacher shall be required to notify the District, in writing, of the teacher's intention to take a child care leave. Such notice will include the estimated date when such leave shall become effective.

Subd. 3. Leave Request:
In connection with the election to take child care leave, the teacher shall submit a request for such leave in writing. Such a request shall include an estimated commencement date and return date. The estimated commencement date shall be the physician's projected date the teacher will no longer be disabled from teaching due to childbirth or pregnancy-related disability; or, for the non-birthing parent, the date in which the child is expected to be in the care of said parent; or, in the case of an adoption, the agency estimated date when the child will be turned over to the parent.

Subd. 4. Commencement Date:
The actual commencement date of child care leave shall be the date on which the teacher is no longer disabled due to childbirth and pregnancy-related disability as determined by the physician; or, for the non-birthing parent, the date in which the child is in the care of said parent; or, in the case of an adoption, the date when the child is physically turned over to the teacher-parent. The

return date shall be no later than 24 calendar months following the actual commencement of the leave or to coincide with a natural break in the school year.

Subd. 5. District Notification:
If a teacher complies with the provisions of this Section, a child care leave will be granted by the District. The District will notify the teacher in writing within 30 days of school board action.

Subd. 6. Assignment Upon Return:
A teacher returning from child care leave will be returned to their previous assignment if available. If not available, the teacher shall return to an assignment for which they are otherwise qualified.

Subd. 7. Retention of Experience Credit and Unused Leave:
A teacher who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement as of the beginning of the leave. The teacher shall not accrue additional experience credit for leave time during the period of absence for child care leave unless in that school year, the teacher worked 100 continuous days, 40 hours per week or one semester 40 hours per week, whichever is less, according to ARTICLE X, Section 2, Subd. 2 above.

Subd.8. Maintaining Group Insurance Participation:
A teacher on child care leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, vision insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the teacher pay the entire premium for such group insurance programs commencing with the beginning of the leave (see the Insider page - Benefits for specific coverage available). The teacher shall be responsible for paying the monthly premium amounts in advance and on such dates as determined by the District/third party administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the teacher to pay the premiums to the District/third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary and no salary is paid for an unpaid/child care leave, long-term disability insurance coverage is not available.

Subd. 9. Leave Without Pay:
A child care leave of absence granted under this Section shall be a leave without pay.

Section 10. Leave Extensions for General and Child Care Leaves:

Subd. 1. Leave Extension Request Dates:
Teachers on general or child care leave shall notify the Director of Human Resources, in writing, of their intention to request a leave extension according to the following schedule:

(1) by March 1 when the return of said yearlong leave was intended to coincide with the opening of school.
(2) in the case of leaves expiring during the school year, at least 60 days prior to the scheduled return date.

Applications for extensions will be acted upon no later than April 1, as per conditions of Subd. 1a, or no later than 30 days prior to the specified return date, as per conditions of Subd. 1b.

Subd. 2. District Notification to Teacher:
Teachers will be notified of the status of their extension application in writing within 5 working days following the Board meeting at which time leave was acted upon. Should the extensions be denied, the teacher is expected to return on the date arranged at the time of the leave approval.

Subd. 3. Assignment Upon Return:
Teachers returning from a leave extension will be assigned a position for which they are licensed and otherwise qualified.

Section 11. Unpaid Leave at District Discretion:
The Superintendent/designee may grant discretionary leave for extraordinary circumstances after all PTO and accrued sick leave days have been used up by the teacher. In considering such leave request, consideration will be given to the reason for the request, the effect upon the educational program, the availability of a substitute, prior absenteeism, and other such factors as may be deemed relevant by the District. Whether or not such leave will be granted, and under what circumstances, will be at the discretion of the District after reviewing all of the circumstances.

ARTICLE XII UNREQUESTED LEAVE OF ABSENCE (ULA)

This article has been agreed upon by the District and the Association pursuant to the provisions of M.S. 122A.40, Subd. 10 and shall constitute a plan for unrequested leave because of merger of classes caused by consolidation of districts, discontinuance of position, lack of pupils, or financial limitations.

Section 1. Definitions:

Subd. 1. Terms Defined:
For purposes of this article, the terms defined shall have the meaning respectively ascribed to them.

Subd. 2. Teacher:
The word "teacher," shall mean those members of the bargaining unit as defined in this Agreement (see ARTICLE III, Section 2).

Subd. 3. Qualified:
The word "qualified," shall mean a teacher who is certified in the subject matter category and has: 1) taught in that area in the District; or 2) within the last ten-year period, completed 9 quarter hours/6 semester hours of credits in that subject matter. An official transcript must be received by the Human Resource Department no later than March 1 in order for the above credits to be considered for the following school year.

Any newly acquired license must be submitted to the Human Resource Department no later than March 1 in order to be considered under the definition of "qualified" for the following school year.

Subd. 4. Subject Matter:
The term "subject matter" shall mean areas in which a teacher holds a certification issued by the State of Minnesota.

Subd. 5. Seniority:
The word "seniority" applies to qualified teachers and commences with the first day of continuous teaching service in the School District (see ARTICLE XIII).

Subd. 6. Acceptance of or Recalled to a Part-time Position:
A teacher who was at any time on continuing contract in the District and who chooses to accept a part-time position in lieu of being placed on ULA or is recalled to a part-time position shall have recall rights to a full-time position for a period of 5 years. If a full-time vacancy becomes available during the school year, the starting date shall be mutually agreed between the teacher and the District. In the absence of agreement, the District shall select a starting date that coincides with some natural break in the school year – e.g., a vacation period, grading period, the beginning of the school year, or the like.

Subd. 7. School Board:
The term "School Board," means the local governing board of the District.

Section 3. Unrequested Leave of Absence (ULA):

Subd. 1. ULA Not to Exceed 5 Years:
The School Board may place on ULA for a period not to exceed 5 calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of merger of classes caused by consolidation with another district or districts, discontinuance of position, lack of pupils, or financial limitations. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the District.

Subd. 2. Hearing Rights:
Teachers to be placed on ULA shall be entitled to the notice and hearing rights specified in M.S. 122A.40.

Subd. 3. ULA Procedure:
Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exceptions: 1) No continuing contract teacher shall be placed on ULA if there is any other teacher who is qualified in the subject area and is employed on a temporary one year license approval by the State of Minnesota (i.e. Tier 1 License); 2) No continuing contract teacher with an evaluation rating of "developing towards meeting current expectations" or higher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter has received at least 2 performance evaluation ratings of "not yet meeting current expectations" in their career and 1 of the evaluation ratings of "not yet meeting current expectations" in the last 2 years and/or if there are any other teachers employed as Tier 2, long term substitutes or probationary teachers.

By May 10, of the year that the District determines that a reduction in teaching positions is needed, teachers will be categorized (i.e. qualified) and placed into one of three groupings:

(1) Grouping 1: Teachers who are not continuing contract (i.e. Long-term Substitutes, Tier 1, Tier 2 and other probationary teachers)
(2) Grouping 2: Continuing contract teachers with at least 2 performance evaluation ratings of "not yet meeting current expectations" in their career and 1 of them in the last 2 years.
(3) Grouping 3: All other continuing contract teachers.

When the District determines a reduction of teaching positions is needed the District will begin the reduction process with those teachers on a temporary one year license approval from the State of Minnesota and any long term substitute or probationary teachers as deemed appropriate by the District Grouping 1. If further reductions are needed the ULA process will begin with teachers in Grouping 2. Among the teachers in Grouping 2, the order of teachers placed on ULA is based on their average performance summative evaluation rating, with the teachers with the lowest average performance summative evaluation rating placed on ULA first. If further reductions are needed, teachers in Grouping 3 with the shorter length of continuing service with the District will be placed on ULA first.

Subd. 4. ULA Procedure:
When reducing the number of Licensed School Nurses is necessary, the release shall be in reverse seniority order.

Subd. 5. Right to Displace:
A teacher to be placed on ULA will exercise their right to displace a teacher lower on the seniority list who is employed in a position for which both are qualified (as defined in Section 2, Subd. 3. above) unless such teacher notifies the Superintendent, in writing, that they do not intend to exercise this right.

Section 4. Status While on Leave:

Subd. 1. Eligibility to Participate in Group Insurance Programs:
A teacher on ULA is eligible to continue to participate in group insurance programs (health insurance, dental insurance, vision insurance, life insurance, supplemental life insurance), as permitted under the insurance policy provisions, provided the teacher pay the entire premium for such group insurance programs commencing with the beginning of the leave (see the Insider page - Benefits for specific coverage available). The teacher shall be responsible for paying the monthly premium amounts in advance and on such dates as determined by the District/third party administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the teacher to pay the premiums to the District/third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary and no salary is paid for an unpaid ULA, long-term disability insurance coverage is not available.

Subd.2. Status of Prior Experience and Seniority:
All seniority credit earned prior to placement on ULA shall be maintained by the teacher. The teacher on ULA shall accrue additional seniority credit for the time spent on ULA.

Section 5. Reinstatement:

Subd. 1. Order of Reinstatement:
No new teacher shall be employed by the District while any qualified teachers as set forth in Section 2. Subd. 3 above, in the same area of certification are on ULA. Teachers placed on ULA shall be reinstated to the position from which they have been given leave or any other positions for which they are qualified as set forth in Section 2., Subd. 3 above as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

Subd. 2. Teacher Contact Information While on ULA:
When placed on ULA, a teacher shall file with the District Human Resources Office their name and address to which any notice of reinstatement or availability of position shall be mailed. In the event a teacher will be away from that address for more than 10 days, the teacher will file with the District Human Resources Office an alternative address or method of communication. Notice of any applicable vacancies shall be given to a teacher on ULA by registered mail, to such teacher's last known address and the teacher on ULA shall be responsible for providing for forwarding of mail or for address changes. Failure of a notice to reach a teacher on ULA shall not be the responsibility of the District if the notice has been mailed as provided in this section.

Subd. 3. Process When Position Becomes Available:
If a position becomes available for a qualified teacher on ULA the District shall send by certified mail the notice to all teachers on ULA certified for such position. The teachers will be asked to respond in writing within (10) days from receipt of notification whether or not they will accept such a position if the order of seniority makes them eligible for the position. When 2 or more positions in the same area of licensure become available at approximately the same time, such teachers shall be asked to respond in writing within 10 days from receipt of notification by giving numerical preference for each available position, and their preference shall be granted in order of seniority from among positions remaining.

A qualified teacher who fails to reply, in writing, (within such 10 day period from receipt of notification) to recall/reinstatement to a permanent position offered involving at least the number of hours of work from which the teacher was placed on unrequested leave shall forfeit any further recall/reinstatement or reemployment rights.

A qualified teacher who rejects recall/reinstatement (1st time) to a permanent position, offered prior to August 1, involving at least the number of hours of work from which the teacher was placed on unrequested leave shall be allowed to remain on unrequested leave status.

A qualified teacher who rejects recall/reinstatement to a permanent position a 2nd time (2nd time – counts as 2nd rejection if in a different year than 1st rejection), offered prior to August 1, involving at least the number of hours of work from which the teacher was placed on unrequested leave, shall forfeit any further recall/reinstatement or reemployment rights.

If notice of recall is given to any qualified teacher after August 1 in any school year, such teacher shall have the right to defer the effective date of return until the beginning of the next succeeding school year. If the notice of recall/reinstatement is provided again to the same qualified teacher,

in the following year prior to June 30, the teacher shall accept the position or shall forfeit any further recall/reinstatement or reemployment rights.

In the event a teacher rejects recall/reinstatement to a position the 1st time, the District shall be free to fill the vacant position on a temporary basis from any source, subject to the provisions of Subd. 4 below. The District shall also be free to fill any position on a temporary basis pending completion of the recall procedure.

A teacher on unrequested leave may choose to terminate (i.e. retire, resign) employment at any time rather than remain on unrequested leave.

Subd. 4. Long Term Substitute Position:
If a position requiring a long-term substitute opens during any school year, the District agrees to offer such a position to any qualified teacher on ULA. A long-term substitute position is defined as one requiring a substitute for a single teacher for more than 30 working days. If a teacher on ULA is recalled to a long-term substitute position, the teacher shall be issued a contract specifying appropriate step and lane placement and shall receive all fringe benefits otherwise called for in this Agreement.

Subd. 5. Reinstatement Rights Cease in 5 Years:
Reinstatement rights shall automatically cease 5 years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

Section 6. Realignment:
Nothing in this article, for purposes of placement on ULA or recall there-from, shall require the District to reassign a senior teacher to a different subject matter category to accommodate the seniority claims of a junior teacher, nor shall it require the District to assign a senior teacher to a substantially different grade level assignment. For purposes of this Section, a substantially different grade level assignment shall mean an assignment between kindergarten, grades 1-5, 6-8, 9-12.

Section 7. Effect:
This article shall be effective at the beginning date of this Agreement and shall govern all ULA until a new Agreement between the District and the Association is officially signed and ratified. This article shall govern all teachers as defined in Section 2, Subd. 2 above and shall not be construed to limit the rights of any other licensed employee not covered by the Agreement or other Agreement affecting such licensed employee.

ARTICLE XIII SENIORITY

Section 1. Seniority:

(1) The word "seniority," means the number of days in the District of contracted continuous service during the regular school year.
(2) The first day of actual service in the District is the date seniority acquisition begins.
(3) Summer sessions, and extended employment are not considered applicable to seniority acquisition.

(4) Contracted teachers in the District shall earn seniority based on the full time equivalent (FTE) they are assigned for the year.
(5) Probationary teachers do not appear on seniority listing. Upon earning continuing contract status in the District, the newly continuing contracted teacher shall receive seniority credit for all prior continuous years of service in the District.
(6) Continuous active employment shall not be broken by an authorized leave of absence properly utilized according to the provisions of this Agreement. Teachers on authorized leave of absence shall retain the seniority acquired at the time the leave was granted. However, seniority credit shall not accrue while a teacher is on a leave of absence unless specifically so provided by the terms of the leave.

The original seniority date shall be retained by any teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40 but whose employment was subsequently reinstated by the School Board without actual interruption of regular service.

Section 2. Establishment of a Seniority List:

Subd. 1. District Creates Seniority List:
Each year, the District shall cause a seniority list to be created to reflect any addition or deletion of personnel caused by retirement, death, resignation, cessation of services, or continuing contract awards. Such yearly revised listing shall govern the application of the ULA policy until thereafter revised.

Subd. 2. Posting of a Preliminary Seniority List:
By January 15 of each year, or as soon thereafter as practicable, the District shall prepare and distribute a preliminary seniority listing of continuing contract teachers.

Subd. 3. Seniority Listing for Early Childhood Family Education (ECFE) Teachers:
By November 1 of each year, or as soon thereafter as practicable, a separate seniority list will be prepared for ECFE teachers. These teachers will not have seniority rights beyond their own seniority list.

Subd. 4. Seniority Listing for Licensed School Nurses (LSN):
Seniority shall be defined as the date on which a licensed school nurse is hired by the district. Licensed school nurses shall accumulate no seniority on the K-12 teacher seniority list or on the Early and Family Education Teachers seniority list. A separate seniority list shall be maintained for licensed school nurses. Licensed school nurses will not have seniority rights beyond their own seniority list.

Section 3. Challenges to Seniority Listing:

Subd. 1. Disagreement With Seniority List:
Any teacher whose name appears on the seniority listings described in Section 2. above, and who disagrees with their placement on the list shall have (20) days from the date of posting to supply written documentation, proof, and a request for a seniority change to the Director of Human Resources.

Subd. 2. District Review:
The District shall evaluate all written communications regarding the order of seniority contained in the lists described in Section 2. above and will make appropriate changes.

Subd. 3. Determination of Seniority:
Seniority shall be determined by using the first day of service. In the event of a tie, the teacher who signed her/his contract with the District first shall be deemed senior. If an additional tie-breaker is necessary the teacher with the lowest Minnesota Department of Education file folder number shall be deemed senior.

Section 4. Final Seniority Listing:

(1) By March 1 of each year, or as soon thereafter as practicable, a final seniority list shall be prepared by the District.

(2) Any teacher may challenge the final seniority list by filing a grievance within 15 days of the posting of the final seniority listing.

(3) In the absence of a grievance, the posted final seniority listing will be deemed to be correct.

ARTICLE XIV DEFERRED COMPENSATION, RETIREMENT INSURANCE & SEVERANCE

Section 1. Deferred Compensation Program:
All teachers may elect to participate in a deferred compensation plan pursuant to Section 457(b) and 403(b) of the Internal Revenue code and subject to applicable provisions of Minnesota Statutes. Teachers may participate in the deferred compensation program with one or more of the companies designated as a School Board approved investment provider.

Section 2. Deferred Compensation Matching Program:
All full time teachers (as defined by ARTICLE X, Section 5, above) in the District will be eligible to participate in the deferred compensation matching program .

Subd. 1. Participation in Deferred Compensation Matching and Severance:
All continuing contract-teachers who began their 4th year of teaching in the District prior to July 1, 1991, are eligible to participate in the deferred compensation matching program in addition to the severance program. Should these teachers participate in the deferred compensation matching program and become eligible for severance pay (pursuant to Section 1 above), the total District matching contribution (does not include accrued interest which is the property of the teacher) will be subtracted from the severance amount, with the teacher receiving the net amount as severance. Should the District's contribution to the deferred compensation matching program exceed the teacher's eligible severance at the time of retirement, no severance payment will be due to the teacher and the teacher will retain the District match to their account.

Subd. 2. Notification to Payroll Office to Begin:
Eligible teachers must notify the payroll office, in writing, of their intention to participate in the District's matching program and the amount of the teacher's contribution. This notice shall continue from year to year at the specified amount, and include the appropriate district match level contributions, as appropriate, per the schedule below, unless the employee notifies the

payroll office in writing of any change. Eligible teachers may elect to participate in the District's matching program at the time of open enrollment (for the following contract year) or at any time during the eligible contract year.

Subd. 3. District Match:
The District will match eligible teacher contributions according to the following schedule based on years of teaching in the District:

(1) Contract Year 2025-2026
    (a) From Date of hire through 18th year: $1224
    (b) For teachers beginning their 19th or more years of teaching in the district: $1444
(2) Contract Year 2026-2027
    (a) From Date of hire through 18th year: $1400
    (b) For teachers beginning their 19th or more years of teaching in the district: $1675

Subd. 4. No Participation While on Unpaid Leave:
Teachers on unpaid leave may not participate in the Deferred Compensation Matching Program while on leave.

Subd. 5. Plan Subject to State and Federal Guidelines:
The District deferred compensation program is subject to the rules of the State of Minnesota Deferred Compensation Matching Program and Tax Sheltered Annuities plan as set forth under Minnesota, and/or Federal statutes and IRS rulings.

Section 3. Retirement Insurance:
A teacher retiring from the District and under the provisions of Teachers' Retirement Association (TRA) is eligible to continue to participate in group insurance programs (health insurance, dental insurance, vision insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the teacher pay the entire premium for such group insurance programs commencing with the beginning of the retirement (see the Insider page - Benefits for specific coverage available). The teacher shall be responsible for paying the monthly premium amounts in advance and on such dates as determined by the District/third party administrator. The right to continue participation in such group insurance programs will discontinue upon the failure of the teacher to pay the premiums to the District/third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and a retiree receives no salary, long-term disability insurance coverage is not available.

Section 4. Severance:
This section refers only to those full time teachers who have taught in the District for at least 20 continuous years and who began full time teaching in the District prior to July 1, 1991. Please see Appendix A for the list of teachers who qualify and pertinent information.

ARTICLE XV GRIEVANCE PROCEDURE

The teacher/Association and the District's designee shall attempt to resolve a concern within 15 days from the time the concern is brought to the attention of the District's designee. If resolution is not reached, a formal grievance by written statement will be submitted by the grievant(s) to the District's designee within 5 days pursuant to the following sections:

Section 1. Definitions:

Subd. 1. Grievance:
The word "grievance," under this procedure, shall refer to a claim brought only by the Association alleging that a violation, misinterpretation, or misapplication of any term or terms of this Agreement has occurred.

Subd. 2. Days:
Reference to the word "days," regarding time periods in this procedure shall refer to working days. The term "working day," is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time:
In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. If the last day of the period falls on a weekend or a legal holiday, the time period will run until the end of the next work day.

Subd. 4. Service:
The word "service," means personal service or by e-mail.

Subd. 5. Filing and Postmark:
The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or e-mailed within the time period.

Section 2. Resolution of Grievance:
The District and the Association shall attempt to resolve all grievances which may arise during the course of employment of any teacher in the following manner:

Subd. 1. Level I (Principal or Supervisor):
If the grievance is not resolved through informal discussions, the District's designee shall give a written decision on the grievance to the parties involved within 5 days after service of the written grievance.

Subd. 2. Level II (Superintendent or Designee):
In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent or Designee provided such appeal is made in writing within 5 days after service of the decision in Level I. Within 7 days after service of the appeal, the Superintendent/designee shall set a mutually agreeable time to meet regarding the grievance. Within 5 days after the meeting, the Superintendent/designee shall issue a decision, in writing, to the parties involved.

Subd. 3. Level III (Board of Education):
In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board. Such an appeal must be made in writing within 5 days after receipt of the Level II decision. The School Board shall set a time to hear the grievance within 20 days after receipt of the appeal. At the option of the School Board, a representative of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendation to the Board at a regularly scheduled meeting. Within 10 days after the School Board has taken action on

the recommendation related to the grievance, its decision will be issued, in writing, to the parties involved.

Subd. 4. Level IV. Final Resolution Options:

(1) **Mediation:** If both parties mutually agree to submit the grievance to mediation, a request will be made to the Commissioner to assign a mediator at the earliest possible date. The site and date of mediation shall be established by the Bureau of Mediation Services (BMS). The mediator or the BMS shall not be empowered to compel a settlement upon the parties. The mediation process shall terminate when: 1) the mediator determines that a settlement is not eminent; 2) either party indicates a desire to disengage from mediation by serving written notice to the other party and to the BMS; or, 3) a mutually agreeable settlement is reached.

Each party shall be free to determine who will represent them in mediation. The number of representatives and cost incurred by the parties shall be borne as determined in this section, Subd. 4.b.

If a settlement is reached, the parties shall commit the agreement to writing which shall be dated and signed by the parties and the mediator. The signed agreement shall be binding on the parties.

(2) **Arbitration Option:**

(a) **Timelines for Arbitration:** In the event the teacher/Association and the District are unable to resolve any grievance, the grievance may be submitted to arbitration. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party. This signed request must be filed in the office of the Superintendent within 10 days following the decision in Level III of the grievance procedure. An agreement to mediate a grievance will temporarily hold the timelines required for the submission of a grievance to arbitration. The timelines will restart upon termination of mediation if the grievance is not resolved.

(b) **Procedures:** If either party requests arbitration, the parties shall endeavor to elect a mutually acceptable arbitrator to hear and decide the grievance. If no agreement is reached, either party may request the Commissioner to furnish a list of 5 names and the parties shall select, within 10 days of receipt of the list, a mutually acceptable arbitrator to hear and decide the grievance. Upon appointment of the arbitrator, the teacher(s) or the Association shall, within 5 days after the notice of appointment, forward to the arbitrator, with a copy to the School District, the substance of the grievance which shall include the following:

a) the issues involved;
b) the statement of the facts;
c) position of the grievant;
d) written documents developed in the first 3 levels of the grievance procedure.

The District is to make a similar submission of the information relating to the grievance either before or at the time of the hearing.

The District and the Association shall not be permitted to assert in such arbitration procedures any grievance or to rely on any evidence not previously disclosed to either party.

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

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated there under. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the BMS, State of Minnesota. For purposes of M. S. 572.15, the arbitrator's decision shall be considered delivered when it is placed in the regular United States mail after being properly addressed to the representatives of the parties.

Each party shall bear its own expenses in connection with arbitration, including expenses relating to the parties' representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. When the parties agree regarding the need for the transcript, they shall bear equally the expense of the same. Where no agreement is reached regarding the necessity of a transcript, the requesting party shall bear the cost of the transcript. Other expenses, such as the arbitrator and any other services on which the parties mutually agree are necessary for the conduct of the arbitration, shall be borne equally.

Section 3. Time Limitation/Waiver/Extension:

Subd. 1. Timelines:
A grievance shall not be valid for consideration unless the grievance is submitted, in writing, to the District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the first event, or knowledge of the event, giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the teacher/Association and the District's designee.

Subd. 2. Extension of Timelines of Waiver of Step:
The parties by mutual written agreement may waive any step and/or extend any time limits in the grievance procedure. However, failure to adhere to the time limits shall result in a forfeit of the grievance or, in the case of the District or its designees, shall result in the grievance being transferred to the next level at the option of the Association.

Subd. 3. Grievances filed after May 15:
In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the parties shall attempt to process such grievances prior to the end of the school term or as soon thereafter as possible on a mutually agreed upon timeline.

Section 4. Processing of Grievances:
Processing of all grievances shall occur after the close of the student contact portion of the teacher's workday whenever possible. If this process is not possible, the teacher shall not lose wages during their necessary participation in the grievance proceeding on the following basis:

The number of teachers participating may equal the number of administrative representatives participating in the grievance proceeding on behalf of the District.

Section 5. Severability:
The provisions of this grievance procedure shall be severable, and if any provision or paragraph or the application of any such provision or paragraph under any circumstances is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph under the different circumstances.

Section 6. Expiration of Agreement:
Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

Section 7. Non-reprisal:
No reprisals of any kind shall be taken by the District or the Association or any member of either toward another because of participation in this grievance procedure.

Section 8. Ordering of Remedies and Waiver:

(1) A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined in this Agreement, the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

(2) This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XVI PROGRESSIVE DISCIPLINE

Section 1. Tenets of Progressive Discipline:
The Association and the District have agreed to the tenets of Progressive Discipline to ensure the highest quality of professionalism and instruction for students. Discipline shall be administered for good and sufficient reason. Normally, the District will utilize the levels of progressive discipline in the order as noted below, however, the District reserves the right to take measures deemed necessary by the circumstances.

(1) Letter of Expectation (Non-Disciplinary)
(2) Letter of Deficiency
(3) Suspension without pay, and
(4) Termination

Section 2. Teacher Response to Disciplinary Action:
The imposition of an oral reprimand shall not be subject to the grievance procedure. Following the issuance of a written reprimand and/or letter of deficiency, and /or suspension without pay, a teacher shall have the right to file a grievance under the grievance procedure. A teacher who is the subject of a discharge shall be governed by M.S. 122A.40, and such action shall not be subject to the provisions of this article.

Section 3. Suspension Without Pay:
Suspension without pay shall take effect upon the teacher's receipt of written notification from the Superintendent/designee. The written notification will state the grounds for suspension together with a statement that the teacher may make a written request for review under the grievance procedure of this Agreement. A grievance contesting a suspension without pay shall be subject to the grievance procedure commencing at Level II.

Section 4. Administrative Leave:
A teacher may be placed on administrative leave with pay during an investigation. An administrative leave with pay shall not be considered a disciplinary action.

Section 5. Written Response:
The teacher shall have the right to submit a written response any time written disciplinary action is placed in the teacher's District personnel file. Such response shall be attached as a permanent addendum to the written disciplinary action.

ARTICLE XVII EARLY CHILDHOOD FAMILY EDUCATION

Section 1. Application:
Effective upon the execution of this Agreement, the provisions of this Agreement shall apply to Early Childhood Family Education teachers identified as Preschool Teachers or Parent Educators employed by the Community Education Program of the District, except as otherwise provided in this Article.

Section 2. Duty Day/Duty Year:

Subd. 1. Preparation Time:
Recognizing that Early Childhood Family Education teachers work a nontraditional duty day and duty year, the provisions of ARTICLE VI, Length of the School Year, and Article VII, Hours of Service, shall not be applicable except that Early and Family Education teachers will have preparation and workshop time not less than that time provided to teachers proportional to their duty day and duty year.

As is defined in the Agreement between the Association and the District, preparation time is normally used for planning and follow-up lessons and the administration in each building will attempt to honor this purpose for preparation time. However, preparation time may also be used for parent conferences, individual student/parent assistance, faculty or team meetings or curriculum meetings.

Subd. 2. Days and Hours of Service:
Days and hours of assignment shall be assigned by the District.

Subd. 3. Additional Hours:
When additional hours are available, the Manager of Early Childhood Programs and the Executive Director of Community Education shall determine which teacher is qualified for the position, and this decision is not subject to arbitration. In the event 2 or more teachers are qualified, the assignment shall be offered in seniority order, not to exceed a maximum of 40 hours per week.

Subd. 4. Fiscal Year:
Early and Family Education programs will be conducted over the period of a fiscal year on a calendar different from that of the K-12 teaching staff. The fiscal year shall be defined as July 1 through June 30.

Subd. 5. Release/Reduction of Staff:
When reducing the number of Early and Family Education teachers is necessary, the release normally shall be in reverse seniority order. The District may release a regularly scheduled Early and Family Education teacher out of seniority order for the purpose of protecting the integrity of the program.

Section 3. Exclusions:
The following provisions of the Agreement do not apply to Early Childhood teachers:

Articles:	VI	Length of School Year: Sections 1
	VII	Hours of Service: Sections 1, 3
	XII	Unrequested Leaves of Absence
	XIII	Seniority

ARTICLE XVIII MISCELLANEOUS

Section 1. Resignation/Retirement:
Written resignations/retirements are to be submitted to the Executive Director of Human Resources prior to 4:30 p.m. on March 1 to be effective at the close of the current school year.

Requests for release from a contract received after 4:30 p.m. on March 1 may be considered in light of the availability of candidates adequate to assure satisfactory replacement.

In the event March 1 falls on a non-business day, the deadline shall be extended to 4:30 p.m. of the next business day.

Requests for release from a contract during the contract year may be considered in light of the availability of candidates adequate to assure satisfactory replacement.

Section 2. Termination of Benefits:
Upon termination of a teacher's employment, for any reason, all leave benefits, current or cumulative, shall be immediately and automatically suspended. If the teacher is rehired under provisions of ARTICLE XII, all previously accumulated benefits from the previous period of employment will be reinstated.

Section 3. New Teachers:
If the District requires a physical examination of new teachers, the cost of this examination shall be borne by the District. The District shall have the right to select the doctor who will make the examination.

Section 4. Health Examination:
Any teacher whose condition of physical or mental health is thought to be inimical to the welfare of pupils or other employees may be required to undergo a health examination by a licensed physician, psychologist, or psychiatrist at the expense of the District pursuant to M.S. 122A.40.

Section 5. Individual Contract:
Individual contracts shall be consistent with the terms of this Agreement.

Section 6. Deduction for National Education Association (NEA) Federal Political Action Committee:
Upon receipt of a properly executed authorization card of the Association member involved, the District will deduct from the member's paycheck the amount the member has agreed to contribute to the NEA Fund for Children and Public Education. The District is responsible to transmit contributions, along with a roster of contributors, on a monthly basis to the NEA.

Section 7. Association President Release Time:

The President of the Association shall be entitled to full-time release from their teaching duties without loss of pay, benefits, or seniority in order to conduct duties as President. The President's salary will be based on the terms of the Agreement. The costs associated with this release time shall be incorporated into the Agreement settlement. The Association will provide the District reasonable notice of any change in President.

Section 8. Safety:

Subd. 1. Notification of Student With History of Violent Behavior:
The Administration of the District and the Association are committed to a safe learning and working environment for all students and teachers in the district. In accordance with M.S. 121A.64 and District Policy 529, both the administration and teachers will follow the procedures per District Policy (i.e. each classroom teacher of a student with a history of violent behavior will receive written notification from the administration prior to placement of the student in the teacher's classroom).

Subd. 2. Staff Injury:
In the case of a teacher being injured due to a student being physically aggressive, or a teacher being threatened as defined as a high level threat on the district threat assessment and/or determined by the Executive Director of Human Resources, a building administrator is to be notified immediately. When an injury occurs the teacher should seek appropriate medical attention and along with their supervisor follow the protocols for reporting an injury for Workers' Compensation. On a case by case basis the district may approve a request for up to three days of paid leave without deduction from Personal Time Off (PTO) or accumulated sick leave. After such an injury the District will determine the appropriate steps to assure staff and student safety.

Subd. 3. Property Damage:
In the case of a student damaging a teacher's personal property (i.e. glasses), while the teacher is performing teaching duties, or if a teacher's personal property is damaged on school property, due to no fault of their own, the teacher should report the damage to a building administrator immediately. On a case by case basis the district may reimburse the teacher for such damage.

Subd. 4. Medication Administration:
In the case that it is necessary for the registered nurse to delegate medication administration to a teacher (i.e. administering ADD medication or an EpiPen on a field trip) the delegated teacher will receive proper and timely training prior to performing the task. The teacher will receive support from the registered nurse until the teacher is comfortable performing the task and is deemed competent in the task by the registered nurse.

Subd. 5. Concern for Safety:
In the case of a situation where a teacher is concerned for the safety of a staff member or student the teacher should request a meeting with their immediate supervisor and/or an Association representative to discuss the situation.

Section 9. Club Care Registration:
Teachers will receive preferred registration for Club Care (immediately after current families/students are registered).

Section 10. Part-time and Temporary Nurses:
The School District reserves the right to employ and schedule work for part-time and temporary nurses as it deems necessary to meet the needs of the district.

ARTICLE XIX DURATION

Section 1. Terms and Reopening Negotiations:
This Agreement shall remain in full force and effect for the period of July 1, 2025 through June 30, 2027 and thereafter until modifications are made pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations for the next Agreement more than 90 days prior to the expiration of this Agreement.

Section 2. Effect:
This Agreement constitutes the full and complete Agreement between the District and the Association. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

Agreement or the application of any provision. If any provision or section is deemed illegal, only that provision or section will be null and void.

Schedule A
2025-2026
(September 15 – August 31)

Category		BA	Category	MA	MA+40 (SEM) MA+60 (QTR) SP/PHD
Emerging Teacher	A1	$53,432	Emerging Teacher	$61,044	$67,300
Teacher 1	B4	$57,394	Teacher 1	$66,780	$73,036
Teacher 2	C7	$62,608	Teacher 2	$73,556	$79,292
Professional Teacher 1	D10	$64,172	Master Teacher 1	$81,168	$87,424
Professional Teacher 2	E13	$67,822	Master Teacher 2	$87,112	$93,890
Professional Teacher 3	F16	$68,864	Master Teacher 3	$90,866	$98,373
Professional Teacher 4	G19	$70,381	Master Teacher 4	$92,326	$100,980
Professional Teacher 5	H22	$71,897	Master Teacher 5	$95,454	$105,672
Career Incentive 1	I26	$72,897	Career Incentive 1	$96,454	$106,672
Career Incentive 2	J31	$73,897	Career Incentive 2	$97,454	$107,672
Career Incentive 3	K36	$74,397	Career Incentive 3	$97,954	$108,172
Q-Comp Performance Pay		$575	Q-Comp Performance Pay	$575	$575
Q- Comp Site Goal		$1	Q- Comp Site Goal	$1	$1
Q-Comp Collaborative Team/PLC		Up to $400	Collaborative Team/PLC	Up to $400	Up to $400

*Lane changes are based on quarter credits. All semester credits shall be referred to and considered at a conversion rate of 1 semester credit equals 1.5 quarter credits.
*Movement through salary increments (A-H) is based on three proficient (or higher) annual summative evaluations and 100+ days of service.
*Movement through salary increments is based on three proficient (or higher) annual summative evaluations and 100+ days of service for Title 1 teachers and 700+ hours for Early and Family Education teacher.
*See Q-Comp Letter of Agreement on qualifications for Q-Comp Performance, Site Goal and Collaborative Team/PLC stipends.

Schedule B
2026-2027
(September 15 – August 31)

Category		BA	Category	MA	MA+40 (SEM) MA+60 (QTR) SP/PHD
Emerging Teacher	A1	$54,153	Emerging Teacher	$61,868	$68,209
Teacher 1	B4	$58,169	Teacher 1	$67,682	$74,022
Teacher 2	C7	$63,453	Teacher 2	$74,549	$80,362
Professional Teacher 1	D10	$65,038	Master Teacher 1	$82,264	$88,604
Professional Teacher 2	E13	$68,738	Master Teacher 2	$88,288	$95,158
Professional Teacher 3	F16	$69,794	Master Teacher 3	$92,093	$99,701
Professional Teacher 4	G19	$71,331	Master Teacher 4	$93,572	$102,343
Professional Teacher 5	H22	$72,868	Master Teacher 5	$96,743	$107,099
Career Incentive 1	I26	$73,868	Career Incentive 1	$97,743	$108,099
Career Incentive 2	J31	$74,868	Career Incentive 2	$98,743	$109,099
Career Incentive 3	K36	$75,368	Career Incentive 3	$99,243	$109,599
Q-Comp Performance Pay		$575	Q-Comp Performance Pay	$575	$575
Q- Comp Site Goal		$1	Q- Comp Site Goal	$1	$1
Q-Comp Collaborative Team/PLC		Up to $400	Collaborative Team/PLC	Up to $400	Up to $400

*Lane changes are based on quarter credits. All semester credits shall be referred to and considered at a conversion rate of 1 semester credit equals 1.5 quarter credits.
*Movement through salary increments (A-H) is based on three proficient (or higher) annual summative evaluations and 100+ days of service.
*Movement through salary increments is based on three proficient (or higher) annual summative evaluations and 100+ days of service for Title 1 teachers and 700+ hours for Early and Family Education teacher.
*See Q-Comp Letter of Agreement on qualifications for Q-Comp Performance, Site Goal and Collaborative Team/PLC stipends.

Schedule C (2025 – 2027)

Below is the compensation schedule for head coaches/advisors. There are multiple assistant and 9th grade coach/advisor positions also available. Please contact the Athletic/Activities Directors for more information.

For **2025-2026**		For **2026-2027**	
Tier 1 = 100% of base	$7,148.82	Tier 1 = 100% of base	$7,363.28
Tier 2 = 90% of base	$6,433.94	Tier 2 = 90% of base	$6,626.95
Tier 3 = 80% of base	$5,719.06	Tier 3 = 80% of base	$5,890.62
Tier 4 = 70% of base	$5,004.17	Tier 4 = 70% of base	$5,154.30
Tier 5 = 60% of base	$4,289.29	Tier 5 = 60% of base	$4,417.97
Tier 6 = 50% of base	$3,574.41	Tier 6 = 50% of base	$3,681.64
Tier X = Miscellaneous Amounts		Tier X = Miscellaneous Amounts	

Tier 1	Sport/Activity	For 2025-2026	For 2026-2027
	Basketball	$7,148.82	$7,363.28
	Football	$7,148.82	$7,363.28
	Hockey	$7,148.82	$7,363.28
	Drama (Musical)	$7,148.82	$7,363.28
	Speech	$7,148.82	$7,363.28
Tier 2	Baseball	$6,433.94	$6,626.95
	Dance Team	$6,433.94	$6,626.95
	Gymnastics	$6,433.94	$6,626.95
	Lacrosse	$6,433.94	$6,626.95
	Soccer	$6,433.94	$6,626.95
	Swimming & Diving	$6,433.94	$6,626.95
	Volleyball	$6,433.94	$6,626.95
	Wrestling	$6,433.94	$6,626.95
	Softball	$6,433.94	$6,626.95
	Track & Field	$6,433.94	$6,626.95
	DECA	$6,433.94	$6,626.95
	Debate	$6,433.94	$6,626.95
	Knowledge Bowl	$6,433.94	$6,626.95
	Robotics	$6,433.94	$6,626.95

Tier 3	Alpine Skiing	$5,719.05	$5,890.63
	Cross Country	$5,719.05	$5,890.63
	Golf	$5,719.05	$5,890.63
	Nordic Skiing	$5,719.05	$5,890.63
	Tennis	$5,719.05	$5,890.63
	Band (Jazz)	$5,719.05	$5,890.63
	Drama (Spring Play)	$5,719.05	$5,890.63
Tier 4	Band (Marching)	$5,004.17	$5,154.30
	Key Club	$5,004.17	$5,154.30
	Student Council	$5,004.17	$5,154.30
	Yearbook	$5,004.17	$5,154.30
	National Honor Society	$5,004.17	$5,154.30
Tier 5	Adapted Athletics	$4,289.29	$4,417.97
	Cheerleading (Fall)	$4,289.29	$4,417.97
	Cheerleading (Winter)	$4,289.29	$4,417.97
	Band (Co-Curricular Winter)	$4,289.29	$4,417.97
	Chamber Singers	$4,289.29	$4,417.97
	Quiz Bowl	$4,289.29	$4,417.97
	Student Council (Middle School)	$4,289.29	$4,417.97
	Yearbook (Middle School)	$4,289.29	$4,417.97
Tier 6	Equipment Manager	$3,574.41	$3,681.64
	Drama (One Act Plays)	$3,574.41	$3,681.64
	Prom	$3,574.41	$3,681.64
Tier X	Strength Training (Fall)	$2,264.03	$2,331.95
	Strength Training (Winter)	$3,894.68	$4,011.52
	Strength Training (Spring)	$2,893.84	$2,980.66
	Intramural Supervisor (Fall)	$1,323.96	$1,363.68
	Intramural Supervisor (Winter)	$1,985.78	$2,045.36
	Intramural Supervisor (Spring)	$1,323.96	$1,363.68

	CAP	$1,323.96	$1,363.68
	Health Occupational Sciences Association (HOSA)	$1,323.96	$1,363.68
	Science Bowl	$1,323.96	$1,363.68
	International Club	$1,323.96	$1,363.68
	Band (Co-Curricular Fall)	$1,720.72	$1,772.34
	Knowledge Bowl (Middle School	$1,323.96	$1,363.68
	Deep Portage Coordinator (Middle School)	$1,323.96	$1,363.68
	WEB Coordinator (Middle School)	$661.98	$681.84

Assistant Coaches and Advisors:
Assistant coaches and advisors shall be paid 70% of what the head coach/advisor receives for their respective sport/activity.

9th Grade Coaches and Advisors: 9th grade coaches and advisors shall be paid 60% of the above schedule of what the head coach/advisor receives for their respective sport/activity.

Experience Compensation: For all head coaches/advisors, with prior experience, initial placement on the experience compensation schedule below will be at the discretion of the Athletic Director/Activities Director. For all Assistant and 9th grade coaches/advisors, placement on the experience compensation schedule below shall be based solely upon years of experience within District 112.

Years of Experience	Additional Experience Pay
Beginning Years 1-3	0%
Beginning years 4-6	3%
Beginning Years 7-9	6%
Beginning Years 10-12	8%
Beginning Years 13-15	10%
Beginning Years 16-18	12%
Beginning Years 19-21	14%
Beginning Years 22+	16%

Extended Season Compensation: Coaches and advisors shall be compensated for extended season duty for each day spent in state or higher competition with participants. The extended season includes any state level or higher competition following the section post-season contests and is competition that is not regularly scheduled season competition. The number of assistant coaches that will be paid is based on the MSHSL "official squad" section/state policies. Any program requesting extended season compensation for more coaches than defined by "official squad" needs approval from the Athletic Director. For programs not governed by the MSHSL "official squad" the number of

coaches/advisors/supervisors paid will be the number deemed by the Athletic or Activities Director as essential and required for those extended season events. Coaches/Advisors will receive 5% of their base plus experience pay for each day of competition in the extended season. If supervisory duties are required in the event of out of town travel on a non-competition day, a coach/advisor/supervisor shall be paid at a rate of $60 per day. Total extended season pay is limited to 20% of base plus experience pay for each coach/advisor/supervisor (supervisory fee is not included in extended season compensation cap).

Schedule of Payments: The first payment will be received on the second payday after the beginning of the activity. The last payment will be received on the next payday after the last day of the activity.

Appendix A Teachers Eligible for Severance

Severance: This appendix refers only to those teachers listed below who meet the criteria stated.

Section 1. Eligibility for Severance Pay: Full time teachers who have taught in District 112 for at least 20 continuous years and who began full time teaching in the District prior to July 1, 1991 shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. The teacher shall submit a written letter of their intent to retire no later than 60 days prior to the effective date of retirement. The acceptance by the School Board must be completed no sooner than 90 days prior to retirement and no later than 30 days prior to retirement.

Subd. 1. Application: This Article shall apply only to teachers whose service has been full time for all 20 years as defined by this Agreement (Article X, Section 5).

Subd. 2. Accumulation of Days for Payment: Full time teachers may accumulate 5 days of unused sick leave for each full year of actual teaching in District 112 up to a maximum of 100 days to the extent of the teacher's unused sick leave days. Teachers sharing a position shall accumulate 2.5 days per year up to the 100 day maximum.

Subd. 3. Daily Rate: In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the salary schedule for the basic school year, exclusive of co-curricular activities, extended employment or other additional compensation.

Section 2. Method of Payment: Severance payments shall be paid by the District in equal installments over a period of time not to exceed 24 months. Severance Payments shall be made of 1/3 by June 30 of the year of retirement, 1/3 on the following January 1st and the final 1/3 on the next January 1st. Severance payments will be made into the State of Minnesota Health Care Savings Plan as follows: For teachers who participated fully each year in the District 112 Deferred Compensation District Matching Program beginning in 1991-92 (Article XIV, Section 5), the total District 112 matching contribution will be subtracted from the severance amount and the remaining available severance will be placed in an individual State of Minnesota Health Care Savings Plan. For teachers who did not participate fully each year in the District 112 Deferred Compensation District Matching Plan beginning in 1991-92 (Article XIV, Section 5), the total District 112 matching contribution will be subtracted from the severance amount; then any available severance payment will be made to an individual 403b plan in the amount equal to the District matching contribution the employee was eligible for had they participated fully since 1991-92; and then for any remaining severance amount, payment will be made to an individual State of Minnesota Health Care Savings Plan. If a teacher dies with a portion of their severance pay unpaid, the full balance then due shall be paid to the teacher's beneficiary, if any, otherwise to the teacher's estate.

Section 3. Terminated Employment: Severance pay pursuant to the conditions outlined in Section 1 shall not be granted to a teacher whose employment is terminated pursuant to Minnesota Statutes 122A.40.

Teachers Eligible for Severance Per Appendix A:

	Name	Hire Date
1.	Godwin-Lemke, Stacy	9/4/1990
2.	Hager, Derek	7/17/1989
3.	Jackson, Virginia	1/11/1990
4.	Oppreicht De Garcia, Gretchen	9/4/1990
5.	Powers, Michael	7/27/1990

Appendix B Teachers on Special Assignment

Guidelines for Use of Teachers on Special Assignment (TOSA's)

1. These guidelines are not retroactive and do not apply to any TOSA positions created before July 1, 2007.

2. The District reserves the right to engage in the use of TOSA's from time to time. The use of such TOSA positions will be limited to situations where the District chooses to utilize the unique educational background, skills, and formal education of individual teachers to perform unique, seasonal, and/or temporary support tasks which are deemed essential to the successful achievement of the District's mission and goals.

3. TOSA assignments would be for positions that are believed to be temporary and could last for any period of time from 1 week to 2 years. The District reserves the total discretion to grant or to deny continuance of a TOSA position beyond the initial period for which approval was received. Neither the teacher nor their exclusive representative shall have cause to seek redress or review of the decision to deny continuance beyond the initial period, nor shall such decisions be subject to grievance or arbitration.

4. The total number of such positions at any given time or during any given school year is at the sole discretion of the Superintendent.

5. The TOSA positions will be posted in the same manner as regular teaching positions. The selection process used to fill TOSA positions will be collaborative in nature and will involve classroom teachers.

6. Persons serving in TOSA positions will not conduct performance reviews of other licensed teachers or similar management duties but may engage in peer coaching in the same manner in which they would be able to do in their regular teaching assignment.

7. Any subsequent extension of the assignment beyond that initially approved period for an individual TOSA position is contingent upon the specific approval of the Superintendent/designee and the completion of a satisfactory review of the TOSA's performance during the initial period of the assignment.

8. Upon completion of their term as a TOSA, the teacher shall be returned to a position equivalent to the position they were in prior to the TOSA assignment, if such a position is available, following the language set forth in ARTICLE XII (i.e. a more senior teacher is not to be displaced by the teacher returning from a TOSA assignment.).

9. Other than the basic requirement of a valid Minnesota teaching license, appropriate criteria to be used in the selection of persons to fill such TOSA vacancies is to be determined at the sole discretion of the District.

10. The District's interest in assignments of this kind is to find the best qualified person to match the duties unique to the position. All possible consideration in the selection process for

persons to fill such a temporary assignment will be given first to existing District employees. The District does reserve the right, however, at its sole discretion, to fill a TOSA position from among a pool of outside applicants when it is deemed appropriate to the extraordinary circumstances and qualifications required by a particular TOSA position.

11. Licensed teachers assigned to TOSA positions will not be counted in budget calculations related to class size ratios.

12. By definition, TOSA positions are unique and may not bear a direct relationship either to each other or to regular classroom teaching positions. Responsibilities related to students, grading, conferences with parents, IEP meetings and other similar duties that may be a routine part of a regular classroom teacher's responsibilities will typically not exist for teachers while serving in a TOSA role. Some flexibility in the definition of a "teacher's day" for teachers assigned to these TOSA positions must exist. While the general provisions in ARTICLE VII relating to "an average of 8 hours per day" and to "a duty free lunch period of at least 30 minutes" shall also be applied to TOSA positions, flexibility may be required in the case of provisions related to "preparation time" and "a reasonable amount of school activities beyond the basic teacher's day" found in that same ARTICLE VII. To the extent possible, expectations as to the definition of "teacher's day" for any particular TOSA position will be laid out in the position posting and may be discussed during the selection process.

Letter of Agreement - Alternative Compensation Systems (Q Comp)

(Q Comp/ATPPS)

This Memorandum of Understanding is entered into between Eastern Carver County Schools, Independent School District 112, ("the District") and the Chaska Education Association ("the Association"), to establish and implement the Alternative Teacher Professional Pay System ("Q Comp/ATPPS") for the teachers of the District. All teachers, as defined by M. S. 122A.40 and the Master Agreement, shall be eligible for and participate in this program.

Q Comp/ATPPS commenced with the 2013-2014 school year as approved by the Association general membership and the District School Board. The District and the Association agree to the terms of this Memorandum of Understanding through the conclusion of the 2024-2025 school year. The District and the Association may mutually agree to minor revisions to Q Comp/ATPPS MOU during this time period without renewing this entire document.

Should any change be made to the alternative teacher professional pay systems, M. S. 122A.413-122A.415 both parties agree to discontinue all provisions of Q Comp/ATPPS unless an alternative agreement is reached. The discontinuation shall occur on June 30 of the calendar year in which the Legislative changes were authorized, with all funds accounted for as of that date. Changes to the application approved by the Minnesota Department of Education on May 2, 2013 ("the Application") must be made by mutual agreement of the Association and District. The District will make copies of the application available to all staff on request.

Article 1: Funding

a. All alternative compensation funding from the state of Minnesota and from the local alternative compensation levy shall be used exclusively for appropriate Q Comp/ATPPS expenditures allowed under MDE guidelines.

b. The District may, at its discretion, supplement the funding of Q Comp/ATPPS from the general fund or other funding sources.

c. If the State increases the per capita dollar amount of alternative compensation funding, the extra funds will be allocated by the Q Comp/ATPPS Oversight Committee with a preference given to increasing performance pay.

d. Any Q Comp/ATPPS funds not used in one school year will automatically carry over to the following year's Q Comp/ATPPS budget.

e. The Q Comp/ATPPS Oversight Committee will have responsibility for administering and writing the annual budget for Q Comp/ATPPS.

Article 2: Eligibility

a. All District teachers, including ECFE and Title One teachers who work 100+ days during the school year, are eligible for full or prorated performance/evaluation, site and PLC bonus stipends per district guidelines. Teachers who work fewer than 100+ days will have their eligibility determined by the Q Comp/ATPPS Oversight committee on a case by case basis.
b. Long Term Substitutes (LTSs) must be contracted for a full 185 days to be eligible.

c. Hourly teachers who work fewer than 10 hours per week and contract teachers who work less than a .2 FTE may choose not to participate in PLCs. Any of these teachers who choose not to participate in the PLC must notify their administrator/program director in writing no later than September 15. Such notice must be given annually.
d. Teachers who work a partial year due to late hire, severed employment, an approved leave or retirement shall be assessed for eligibility regarding incentive payments if they fall to less than 100 days of service.
e. Teachers hired after October 1 as Long Term Subs or teachers on a regular or temporary assignments will follow the observation guidelines based on the length of their contract (even if they are not eligible for the performance bonus):
    1. Contracted 16-59 days require one formal observation
    2. Contracted 60-119 days require two formal observations + Professional Practice Self-Reflection and Goal Setting
    3. Contracted 120+ days require three formal observations + Professional Practice Self-Reflection and Goal Setting
f. No teacher shall receive more than 100% of the full incentive amounts.

Specific Eligibility Guidelines are as follows:

Performance Bonus - $575 and Salary Change

- 100+ days = 1 year of teaching unless in an approved job-share in which case the $575 will be prorated, if eligible.
- Continuing Contract Teachers on cycle years 1 and 2 require one observation by an administrator & coaching session
- Continuing Contract Teachers on cycle year 3 require one evaluation by an administrator
- Probationary teachers in Years 1, 2 and 3 require three formal observations and one summative evaluation by an administrator.
    - Per statute, all probationary teachers must have at least one formal observation within the first 90 days of service.
- Non-tenured and Tier 1 & 2 licensed staff will continue to have an annual evaluation and multiple observations per state statute.
- Regardless of the cycle, administrators will conduct at least 1 short observation (approximately 20 minutes) annually for their assigned caseload. Observations and feedback will be documented in WeClimb.
- $575 bonus is prorated by FTE worked up to 1.0 FTE (includes job share, part-time)
- Long-term substitutes receive a bonus if they work entire 185 day contract
- Probationary teachers, continuing contract teachers teaching in a new discipline and/or teaching at a significantly different grade level and who are rated at
    - "Not yet demonstrating current expectation" on their Summative Evaluation, will not earn the Q comp Performance Pay Bonus nor their movement on the salary schedule.

- "Developing towards current expectation" on their Summative Evaluation, will not earn the Q comp Performance Pay Bonus, but will earn their movement on the salary schedule.

Q-Site Bonus - $1

- 100+ days = 1 year of teaching unless in an approved job-share in which case the $1 will be prorated if eligible.
- $1 bonus is prorated based on FTE worked (up to 1.0 FTE)
- For staff in multiple buildings, bonus is based/prorated on time spent at respective buildings
- Long term substitutes receive a bonus if they work entire 185 day contract

If Q-Site Goal Is Not Met

- If the building hasn't met its goal for the year, the allocated fund for payouts will be transferred to the Q Comp reserve fund.

Q-PLC Bonus - up to $400

PLC Bonus - $200 (PLC meets requirements) + $200 (PLC meets goal(s) = $400 total possible

- Teachers must meet all requirements that have been established by their PLC to receive $200 bonus per teacher
- PLC must demonstrate goal(s) were met to receive additional $200
  - Administrators finalize all PLCs
- Not prorated on FTE
- Long term substitutes (185 day contract) receive a bonus if they meet all requirements

Participation Rates - $22.00/hour

- Licensed staff who are approved to participate in Q comp Professional Development offered by Peer Trainers shall be paid at a rate of $22.00 per hour
- Teachers will be paid $150/day for attendance at New Teacher Orientation.

Article 3: Career Ladder Positions:

The following career ladder positions, as outlined in the application approved on May 8, 2013 by the Minnesota Department of Education (MDE), are included in the Q Comp program.

a. Instructional Coach

The qualifications, responsibilities, evaluation, and hiring processes for Instructional Coaches are laid out in the application.

Compensation and Number of Positions:

1. Instructional coaches will be released full time from teacher responsibilities on a regular contract.
2. Following the completion of their 3 year assignment, Instructional Coaches may reapply for another 3-year term or return to their previous teaching assignment or a similar/equivalent teaching assignment should their previous assignment/building no longer exist.
3. Instructional Coaches will flex up to no more than 5 days during the regular contracted time to be used during the summer months. Flexed days will be approved by the Department of Teaching and Learning.
4. Instructional Coaches needing additional days not covered by the flex contract must receive approval from the Q-Comp/ATPPS Oversight Committee for any additional days. Days not covered by the flexed contract will be paid at the Instructional Coaches' daily rate of pay.
5. The Lead Instructional Coach may work up to but no more than 10 additional contract days at their daily rate of pay.
6. A total of up to the equivalent of 15 Instructional Coaches for the entire District shall exist, representing approximately 15-20 teachers in evaluation cycle and 25-30 teachers in coaching or support cycles combined

b. Peer Trainer

The qualifications, responsibilities, evaluation, and hiring processes for Peer Trainers are laid out in the application.

Compensation and Number of Positions:

1. Peer Trainers will earn $40 per documented hour of training for up to a maximum of 30 hours per year.
2. Peer Trainers needing additional hours may request an exception. Exceptions will be approved by the Q Comp/ATPPS Oversight Committee.
3. Peer Trainers may be contracted and utilized to the extent that the budget permits.

c. Instructional coaches will mentor new teachers

1. An honorarium in the amount of $200 may be paid to a teacher who provides professional support for another teacher that has taken on a significantly different teaching assignment or is new to the district. The building administrator will need to submit a request in writing to Q Comp Oversight in order to be considered for this opportunity.
    a. Example that may qualify: switching from a classroom teacher to a social worker
    a. Example that may not qualify: switching a teaching assignment from kindergarten to 3rd grade
2. Special circumstances may be applied to extend a half-year professional support mentorship to a full year or to provide honorarium-level support to a 4th year probationary teacher who is asked to extend their probationary period due to change in building or position.

Article 4: Observation/Evaluation Process

The observation and evaluation process is outlined in full in the application.

a. Number of observations

All licensed staff members in the District will be observed and receive formative feedback. The evaluation team that will conduct the observations will be as follows for each licensed staff group:

1. Continuing Contract Teachers on cycle years 1 and 2 require one observation by an administrator & coaching session
2. Continuing Contract Teachers on cycle year 3 require one evaluation by an administrator
3. Probationary teachers in Years 1, 2 and 3 require three formal observations and one summative evaluation by an administrator.
    1. First-year probationary licensed staff members will be observed at least 3 times per year by an administrator or program director and at least once by an Instructional Coach.
    2. Second- and third-year probationary licensed staff members will be observed at least 3 times per year by an administrator or program director and at least once by an Instructional Coach.
2. For probationary licensed staff members working less than a 185 day contract (late hires, LTS, etc.) the following minimum administrative expectations are:
    a. Contracted 16-59 days require one formal observation
    a. Contracted 60-119 days require two formal observations + Professional Practice Self-Reflection and Goal Setting
    b. Contracted 120+ days require three formal observations + Professional Practice Self-Reflection and Goal Setting

b. Process

1. All formative coaching (instructional coaches and administrators) and summative evaluations (administrators) will be based on direct classroom observations and will be scored using the Association and District Teacher Evaluation System which uses the ECCS' Evaluative Program supported by WeClimb software.
    1. The Teacher Evaluation Rubric will be used for the evaluation of classroom teachers and Set Two will be used for the evaluation of special education staff members for due process.
    2. Teachers will be expected to achieve a score of "meeting current expectation" or higher at the summative evaluation conference after all observations/evaluations have been completed.
    3. The observation/evaluation process for all licensed staff members will include filling out Observation Goal-Setting forms with coaches/administrators to begin their cycle. Coach/administrator will complete the ECCS Learning Indicators rubric prior to the reflection meeting to discuss/share with educators at a meeting.
    4. Instructional Coaches and administrators will be trained annually for at least 1 day on the observation/evaluation process and rubric, which will include a variety of inter-rater reliability activities.
    5. All new observers/evaluators will receive 1 day of training in cognitive coaching
    6. Licensed staff members will select a focus for each observation, based on District, building, PLC, or personal goals (alignment is strongly encouraged) established through the

self-evaluation process. If a question exists regarding a non-observable element, licensed staff members may provide artifacts that tangibly represent the non-observable elements.

c. Appeals

In the event a licensed staff member in good standing (not on an improvement plan) has a concern with the reliability or accuracy of the formative/summative evaluation(s) for performance pay or the observer/evaluator, the licensed staff member may submit a written appeal to the Q Comp/ATPPS Oversight Committee. The licensed staff member has the right to local representation throughout the appeal process, which has 2 different levels each with several steps. The appeals process is as follows:

1. Level One is an informal process with the observer where the Association representative (building representative) and the District designee (administrator) attempt to resolve the concern within 15 days from the time the concern is brought to the attention of the Q Comp/ATPPS Oversight Committee. This level of the appeals process involves 3 steps:

    a. The licensed staff member informs the Q Comp/ATPPS Oversight Committee, in writing via email, of the concerns with the individual who has conducted the observation or the outcome determined for the observation.

    b. The licensed staff member, with or without the Association representative, and the observer/evaluator, with or without the District designee, shall attempt to resolve the concern informally at the lowest level.

    c. If the concern is resolved, the matter will be closed. If the concern continues, the teacher may appeal to Level Two.

1. Level Two is a formal process made to the full Q Comp/ATPPS Oversight Committee. This level of the appeals process involves 4 steps:

    a. The licensed staff member will submit a written statement via email along with observation documentation to the Q Comp/ATPPS Oversight Committee within 5 days of the Level One decision.

    b. Within 7 days after the Q Comp/ATPPS Oversight Committee receives the appeal, a meeting time will be established to address the concern. The licensed staff member has the right to have local representation throughout the appeals process.

    c. Within 5 days of the meeting, the Q Comp/ATPPS Oversight Committee shall issue a written decision to the parties involved.

    d. Once the Q Comp/ATPPS Oversight Committee has issued a Level Two decision, the concern is considered closed, and no further appeal on that concern can be made.

Article 5: Performance Pay

Specific requirements of each performance measure are laid out in the application. Site goals are updated and approved by MDE annually. Teachers are eligible for a total of up to and $976 based on the performance measures below and guidelines as specified in Article 2 above.

a. Up to $625 and $575 will be awarded to each teacher who achieves a score of "meets current expectations" or higher on summative evaluation every three years and completes a supervisor's 20 minute observation and feedback conversation in the goal setting and coaching phases of the other two years in the three year cycle.

a. Up to $1 will be awarded to each teacher when the annual site/student achievement goal established by each site is met.

b. Up to $400 will be awarded to each teacher that actively participates in a PLC, meets requirements and the PLC achieves stated goal(s).

Article 6: Salary Schedule as Negotiated in the Master Agreement

a. Salary Schedules A will continue in full force and effect for the school year. Salary Schedule B will continue in full force and effect for the school year.

a. The structure of the salary schedule will remain intact. Teachers will continue to make horizontal movements as outlined in ARTICLE VIII, Section 2, of the Agreement.

c. Vertical movement on the schedule will be as follows:

1. Steps are reclassified as increments based on proficient years of service.
2. Movement through the increments is based on a summative evaluation every three years and 20 minute supervisor's observation in goal setting and coaching phases in the other two years of the three year cycle.
3. Teachers' placement on the salary schedule in 2013-2014 shall serve as the starting point for determining future proficient performance increments. Additionally teachers' initial placement is viewed as "meeting current expectation".
4. Once a "meeting current expectation" performance increment is achieved, it becomes a permanent part of a teacher's salary.
5. The values of the salary schedule shall continue to be negotiated as part of the Agreement.
6. As is current practice, the District and a newly hired teacher must mutually agree upon initial placement on the salary schedule.
7. Teachers ineligible for additional performance increments because they have already achieved the highest performance increment shall remain eligible for all other incentives.

Article 7: Appeals Process

Any appeals relating to Q Comp/ATPPS are submitted to and governed by the Q Comp/ATPPS Oversight Committee except: increment movement on the salary schedule (whether due to discipline or due to lack of a proficient summative evaluation by an administrator). In the event the District determines to withhold an increment from a licensed staff, the grievance process in the Agreement applies.

Article 8: Discontinuation of ATPPS/Q Comp

Should either party end participation in Q Comp/ATPPS, all performance pay and performance increment/steps earned for the school year in which notice of termination of participation in the Q Comp/ATTPS was given by a party will be paid per this MOU for that school year only.

a. The salary schedule will remain in full force and effect.

b. Teachers will continue to make horizontal movements according to the Agreement, ARTICLE VII.

c. Teacher observation/evaluation will continue in the district model to comply with M. S. 122A.413-122A.41.

Letter of Agreement - E-Learning Days
2025-2027

In the event an E-Learning Day is called, teachers are responsible for providing student learning activities and will be accessible for student support based on the district guidelines. Such days will be counted toward the 184 day contract. District-wide E-Learning days will not be enacted until after the second emergency closure day in a school year. An E-Learning day will only be enacted prior to the second emergency closure day if the district's (or a particular school building's) student days or hours for that school year fall short of state requirements. If an E-Learning day is enacted, the district E-Learning plan will be put into place.

Pre-approved sick and personal leave will be reinstated when a E-Learning Day is called and the teacher completes the E-Learning duty day.

Letter of Agreement - Class Size Ratios
2025-2027

Class Size Ratios:

Class size ratios apply to teachers who plan and deliver curriculum/lessons, grade student work and report grades, with the exception of team taught classes, hybrid, blended, online, phy ed, band, choir and orchestra.

Elementary Class Size Ratios:

Kindergarten - 25
1st and 2nd grade - 30
3rd grade - 32
4th and 5th grade - 35

Elementary class size is measured by the number of full-time students served at least 40% of the time in the grade level classroom for at least 7 weeks.

Secondary Class Size Ratios:

38 or more students in 2 out of 5 sections or;
Total caseload is over 185 students over 5 sections

Secondary class size is measured based on student enrollment for at least half of a grading period (i.e. if a semester is 90 school days, the class size should be at or over the range for 45 school days prior to additional support).

Process:

If a teacher believes that their section size or overall caseload exceeds the numbers listed above, they would initiate a review process by communicating to the union. The review process may include a meeting with the teacher, CEA representative, principal, assistant superintendent or executive director of human resources. Class roster data and any other relevant data would be reviewed to determine if the teacher qualifies for additional support or if more data is needed.

Additional Support:

Option 1:
$500/student over the class size range, or over 185 total caseload over 5 sections for the grading period

Option 2:
1 day of sub relief for teachers who are 1-2 students over the range, or 2 days of sub relief for teachers who are 3 or more students over the range. Sub relief days are dependent on the building securing a substitute or determining other ways to cover the class on the day the teacher elects to take the sub relief day. Sub relief days should be approved by administration, and generally should not be taken on days that have higher teacher absenteeism.
Examples:

1. A Kindergarten teacher with 26 students who spend 40% of their day or more in the classroom for more than 7 weeks is 2 students over the range. This teacher could elect to be paid $1000 for each trimester, or they could elect to for 1 day sub relief.
2. A secondary teacher that has 40 students in 2 or more sections is 3 students over the range. This teacher could elect to be paid $1500 for the semester, or they could elect to have 2 days of sub relief.

*** The Class Size Ratios language sunsets at the end of this contract and will be reviewed for the next contract.

Signature Page

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

CHASKA EDUCATION ASSOCIATION

Dwayne Johnson
President, Chaska Education Association
Lead Negotiator

Andrew Ott
Negotiator

Nathan Foss
Negotiator

Stephanie Heier
Negotiator

Cindy Ottinger
Negotiator

Sarah Rother
Negotiator

Gina Skluzacek
Negotiator

INDEPENDENT SCHOOL DISTRICT 112

Sean Olson
Board Chair

Tim Klein
Board Member

Jenny Stone
Board Member

Dr. Erin Rathke
Superintendent

Matt Brain
Executive Director of Human Resources and Lead Negotiator

David Brecht
Executive Director of Finance and Operations

Date Board Action: September 15, 2025