

St. Anthony Village
Education Association
Local 7247

Master Contract

2025-2027

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ISD policies provide equal education opportunities for all students and equal employment opportunities for all employees. The district does not discriminate in admission, treatment, employment or access to its programs or activities.

Article I. Purpose

- A. This Master Contract, entered into between Independent School District 282 of St. Anthony and New Brighton, Minnesota, hereinafter called the School District, and the St. Anthony Village Education Association, hereinafter called the Association, Local 7247, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter called the PELRA, to provide the terms and conditions of employment for teachers during the term of this Contract.
- B. Terms and Conditions of Employment The term “terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the School District’s personnel policies established by this Contract which affect the working conditions of teachers. In the case of professional employees, the term does not mean the education policies of the School District.
- C. Effect This Contract shall constitute the full and complete agreement between both parties and may be revised only through the voluntary mutual consent of the parties in the form of a written signed amendment to this contract. This Contract shall supersede any rules, regulation, or practices of the School District which are contrary to or inconsistent with its terms.
- D. Individual Contracts All teachers will be employed by written individual contracts. Any individual contract between the School District and an individual teacher shall be subject to and consistent with the terms and conditions of this Contract. If an individual contract contains any language inconsistent with this Contract, this Contract, during its duration, shall be controlling. The School District shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the PELRA. Within thirty (30) calendar days of the execution of this Contract, individuals will be notified of their salary.
- E. Definitions
1. *School Board* shall mean the Board of Education of Independent School District 282 or its designated representative.
 2. *Superintendent* shall mean the Superintendent of Schools or a designated representative.
 3. *Principal* shall mean the Building Principal or a designated representative.
 4. *Teacher* shall mean a professional employee individually contracted by Independent School District 282 who is required to be and is licensed by the Professional Education Licensing and Standards Board (PELSB), including those on leave of absence who are guaranteed a position upon their return; excluding short call substitutes as defined in Article VIII, E, supervisory employees, confidential employees, superintendents, principals and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties. Teacher shall also mean those long-term

substitute teachers hired to replace an absent teacher who is a public employee, when the substitute teacher is employed more than thirty (30) working days as a replacement for the absent teacher.

5. Other terms not specifically defined in this Contract shall have those meanings as defined by the PELRA.

Article II. Recognition of Exclusive Representative

- A. **Recognition** The School District hereby recognizes the Association as the exclusive representative of all professional employees as defined in Article I, E-4.
- B. **Exclusive Bargaining Agent** The School District agrees not to meet and confer with, negotiate with or recognize any labor or employee organization other than the Association so long as the Association is the duly authorized, exclusive bargaining agent of the teachers of the School District.

Article III. Duration

- A. **Term and Reopening Negotiations** This Contract, as may be modified from time-to-time by written bilateral amendment, shall remain in full force and effect for a period commencing on July 1, 2025 through June 30, 2027, and thereafter until modifications are made, pursuant to the PELRA. If either party desires to modify or terminate this Contract for the succeeding contract period commencing on July 1, 2025, it shall give written notice of such intent no later than May 1, 2027, and unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to June 30, 2027.
- B. **Party Rights** Neither party in any negotiation shall have any control over the selection of the negotiating or bargaining representative of the other party. The School District and Association representatives shall have the right to make tentative agreements in the course of negotiations.
- C. **Severability** The provisions of this Contract shall be severable; and if any provision thereof or the application of any such provision under any circumstances held illegal, it shall not affect any other provisions of this Contract or the application of any provision thereof.
- D. **Number of Official Contracts** There shall be three (3) signed copies of this Contract for the purposes of record. One (1) retained by the School Board, one (1) by the Association and one (1) by the Superintendent.

Article IV. School Board Rights

- A. Authority of the School Board The Association recognizes that the laws of the State of Minnesota have vested in the School Board and its duly authorized representatives the full authority and power to manage, control and direct the operations of the School District within its legal limitations and this Contract. The primary obligation of the School District is to provide quality educational opportunities to the students of the School District.
- B. Authority to Establish Rules and Regulations The School Board and its duly authorized representative shall have the right, obligation, and duty to adopt, modify, or repeal policies, rules, directives, and regulations on behalf of the School District to the extent such action is not limited by this Contract.

Article V. Association Rights

- A. Notification The School District shall notify the Association President or designee within ten (10) business days following the hiring of a new teacher. At the time of initial employment, the School District shall provide the new teacher with a digital copy of the master contract. The district will provide the Association President or designee with current contact information for new licensed staff by August 15th each year. The School District shall notify the Association President or designee within a reasonable time following the granting of a leave of absence to any teacher or the severance of any teacher's employment.
- B. Dues Check-Off Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the association, including the Education Minnesota, National Education Association, and the American Federation of Teachers. Upon receipt of such authorization, the School District shall deduct the dues authorized from the teacher's regular monthly salary check each month. The teacher shall select one of the following options by October 1st:

1. Six (6) bi-monthly deductions commencing on October 15th and ending in December of each school year.
2. Twelve (12) bi-monthly deductions commencing on October 15th and ending in March of each school year.
3. One full payment of Union dues to the Association via personal check by the Friday following Labor Day.

When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President.

- C. Indemnification The Association shall indemnify and hold the School Board and its agents harmless against any and all claims, judgments, or orders issued against the School Board or its agents arising from the administration of Article V, section B.
- D. Association Leave At the beginning of each school year, the Association shall be credited with six (6) duty days to be used by teachers who are officers or agents of the Association for the purpose of conducting duties of the Association. The Association agrees to notify the Superintendent at least forty-eight (48) hours prior to the date of the intended use of such release time. Officers of the association or their designated representatives shall be excused from school obligations such as parent/teacher conferences and open house, when they conflict with scheduled state association duties. The cost of a substitute teacher for the six (6) days of release time shall be paid as follows: the School District will pay for three (3) days and the Association will pay for three (3) days.
- E. Association Representative Representatives of the Association and their respective affiliates shall be permitted to transact official association business on school property at reasonable times, provided that this activity shall not interfere with or interrupt school operations.
- F. Necessary Information The parties agree that the Association shall receive upon reasonable notice public information necessary for the Association to exercise its responsibilities as exclusive representatives in conformance with state and federal statutes. Cost of reproducing such information shall be paid by the Association.
- G. Communication The School District shall provide reasonable bulletin board space in each building for use by the Association in areas not normally accessible to students. The Association may make reasonable use of the School District e-mail, mail service and teacher mailboxes for communications to teachers in quantities which do not interfere with regular School District mail service.

Article VI. Teacher Rights

- A. Right to Join The School District agrees that all teachers shall have the right to join or not to join the Association or any other labor or employee organization. The School District will not discriminate for or against any teacher with respect to the hours, wages, or other terms established by this Contract because of membership or non-membership in a labor or employee organization, negotiations with the School District, or for pursuing a grievance.
- B. Publication of the Contract Within thirty (30) calendar days of the signing of this Contract, the School District shall electronically send one (1) copy of this Contract to each teacher in the appropriate unit. Teachers newly employed shall be provided one (1) copy of the Contract.

C. Personnel File

1. Each teacher shall have the right upon written request to review the contents of the teacher's own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information: teacher evaluation reports; copies of teaching certificates; a transcript of academic records.
 - a. No material other than HR paperwork such as but not limited to: initial hiring paperwork, benefits forms, lane change forms, leave request forms, etc, may be placed in a teacher's personnel file without first notifying the teacher and allowing the teacher an opportunity to file a response thereto. For all disciplinary items, the teacher's written or electronic signature on the document being placed in the file will serve as evidence of their notification. Signatures do not indicate agreement with the document. The teacher's response shall become a part of the file in accordance with the procedure of Minn. Stat. (2001) § 122A.40.19. The teacher shall have the right to reproduce any of the file's contents at the teacher's expense.
 - b. Any Teacher Development and Evaluation observation report incorporated into such files shall include only evaluators' statements made by qualified evaluators. Qualified evaluators shall include building principals, other full-time administrators, and any other evaluator excluding staff currently on the SAVEA contract identified in advance to the teacher being evaluated. Evaluators have the responsibility of being able to support evaluator's remarks contained in the evaluation statements.
2. Each teacher shall have the right to review personnel information maintained by the School District. Requests for the review of personnel information shall be made to the Superintendent and will be provided to the teacher at a reasonable time. The School District will notify a teacher of its intent to remove material from a personnel file before such material is removed. Whenever any material is permanently removed from a teacher personnel file, it shall be forwarded to the teacher, provided the teacher has provided the School District with a current address.

D. Notification of Teaching Assignment A reasonable attempt should be made to notify all teachers of their teaching assignments, grade level and /or courses, by June 1 of each year. If a teaching assignment should be subsequently changed, the School District agrees that it will use its best efforts to notify and consult with the involved teacher or teachers as far in advance of the final decision date as is reasonable and practical. If a teaching assignment is changed after August 15, the district will pay for 24 hours of curriculum writing to be used by October 15th.

E. Other Payroll Deductions The School District agrees to deduct approved/authorized payments by the teacher provided the teacher has furnished the payroll office with a written authorization specifying the amount to be deducted by October 1st of each year. The amount to be deducted may not be changed during the school year.

Article VII. Compensation

A. Basic Salaries The annual salary for teachers covered by this Contract, who are employed by an individual continuing contract, are established as Schedule A for the 2025-2026 school year and Schedule B for the 2026-2027 school year. Schedules A and B shall be considered part of this Contract.

B. Educational Preparation Lane

1. Teachers shall advance on the Salary Schedule upon submitting written evidence (official transcript) of degree obtainment from an accredited university/college or that fifteen (15) approved quarter or ten (10) semester credits have been earned from an accredited university/college.
2. Lane changes and the respective salary schedule increases based on educational preparation lane advances shall be effective the first day of the month following receipt of official transcript.
3. Transcripts received after April 30, will become effective on the first duty day of the following year. All undergraduate and graduate courses, except graduate courses in education as established by Article VII, E, shall be in a discipline in which the teacher is certified or pursuing certification. No undergraduate or graduate credits earned prior to a degree may be used for credits beyond the degree.

C. Professional Experience Step Teachers shall be placed on the appropriate professional experience step of Schedules A and B effective as of the first duty day in accordance with the following:

1. New teachers may be granted unlimited professional experience credit on the Salary Schedule. Initial placement on the Salary Schedule shall be as agreed by the individual teacher and the Superintendent prior to employment. Thereafter, a teacher shall advance on the Salary Schedule in accordance with Article VII, C-2.
2. Returning teachers with no break in continuous School District employment shall advance one step on the Salary Schedule for each complete school year of service, provided the teacher meets the following professional growth and observation requirements:
 - a. Goal Setting & Achievement: The teacher shall establish and demonstrate progress toward an agreed upon (by building administrator and teacher) individual professional practice goal and one student achievement goal. Neither goal requires a standardized assessment.
 - b. Administrative Observations: The teacher shall complete a minimum of three professional points of contact with a building administrator, which may include formal observations, instructional walkthroughs, or feedback sessions.
 - c. Proficiency Standard: The District and the Union will agree upon the rubric to be used and the definition of proficiency.

Failure to meet all the above mentioned requirements will result in the teacher remaining on their current step for the following school year.

3. Step advancement for returning teachers and step placement for new teachers shall be effective July 1 and shall remain constant until June 30 of each fiscal year.

- D. Status of Salary Schedule The Salary Schedule (Schedules A and B) is not to be construed as a part of a teacher's individual contract.
- E. Masters Lane In addition to the paragraph above, in order for a teacher to qualify for placement on the M.A. educational preparation lane, the earned Master's Degree must be in the discipline of the teacher's assignment or the Master's Degree major field must be in a field within the educational profession. Prior approval is strongly recommended for teachers even though it is not required. Teachers should seek prior approval if they wish to make sure that the Master's Degree they are taking will be approved for salary advancement. An online form is used to obtain prior approval for course work. Teachers will be notified within two weeks of their online submission if the Master's Program has been approved. The District will provide the rationale for any denied Master's Degree program.
- F. Pay Deduction Whenever a pay deduction is made because of a teacher's absence, the teacher's annual salary divided by the number of contracted teacher duty days shall be deducted for each day's absence. This deduction shall be prorated over the remaining payments due said teacher for that school year.
- G. Schedule of Salary Payments The contract will be paid over a 12-month period. Salary payments consisting of one twenty-fourth ($1/24$) of the teacher's total annual contracted salary shall be made on the fifteenth (15th) and the last day of the month, whichever follows the first nine (9) working days.
- H. Mileage Teachers who are required by the School District to use their personal automobile in the performance of assigned duties shall be reimbursed for all such travel in accordance with the current IRS rate.
- I. Doctoral Lane In order for a teacher to qualify for a Doctoral lane, the earned Doctorate degree must be in the discipline of the teacher's assignment or the Doctorate degree major field must be in a field within the educational profession. Prior approval is strongly recommended for teachers even though it is not required. Teachers should seek prior approval if they wish to make sure that the Doctoral Program they are taking will be approved for salary advancement. An online form is used to obtain prior approval for course work. Teachers will be notified within two weeks of their online submission if the Doctoral Program has been approved. The District will provide the rationale for any denied Doctoral program.

Article VIII. Employment Status

- A. Full-time Teachers A full-time teacher shall be defined as a teacher who is employed by an individual contract for a duty day of six (6) hours or more and a school year of more than one hundred (100) duty days.
- B. Part-time Teachers
1. A part-time teacher is a teacher who is employed by an individual contract for a duty day of more than three (3) hours and less than six (6) hours.
 2. A part-time teacher for more than three (3) hours and less than six (6) hours shall receive pro-rated insurance benefits as established by Article X, A, B, C, and D.
 3. The parties agree that the School District is only obligated to allow part-time teachers to participate in the School District insurance program on pro-rata basis, and if such teachers are ineligible to participate under the terms of any existing insurance contracts, the School District shall have no further responsibility.
- C. Job Sharing
1. Eligibility: Teachers must work in the school district a minimum of three years before beginning a job sharing assignment.
 2. Application: Teachers who wish consideration for job sharing must apply to the Superintendent, with a copy to the exclusive representative, on or before January 30 of any contract year preceding a job sharing appointment and file with the application a general plan and request for benefits to cover the anticipated term of job sharing. Applications may be withdrawn through March 1 of the academic year. The employee must be notified by March 31 of the Superintendent's decision. The employee must reapply each year.
 3. TRA Contribution: In the event that the teacher and the school district agree to a job sharing arrangement, the school district shall agree to pay that portion of the teacher's contribution pursuant to Minn. Stat. 354.66, § 4. 4. Salary Schedule: A teacher involved in job sharing shall continue to advance normally on the salary schedule.
 4. Salary Schedule: A teacher involved in job sharing shall continue to advance normally on the salary Schedule.
 5. Seniority: Teachers who have taught full-time in the District immediately prior to such assignment shall retain full seniority earned prior to becoming a job sharing teacher and accrue one year seniority for each year in a shared position. Such qualified job sharing teacher shall not be placed on unrequested leave of absence before a less senior full-time qualified teacher.

6. Continuing Contract: A teacher may job share for five years over a period of six consecutive years with no reduction in continuing contract. Teachers who apply for a seventh year will receive a continuing contract only to the FTE of their job share.
7. Sick Leave: Job sharing teachers shall retain sick leave benefits accrued immediately prior to such assignment and shall be granted additional sick leave on a pro rata basis.
8. Insurance: Job sharing teachers who wish to participate in the district sponsored insurance program shall receive pro rata contributions as outlined in Article VIII.
9. Curriculum and Workshop Days: Job sharing teachers shall attend full curriculum days and full workshop days without payment of additional salary.
10. Other Duties: Job sharing teachers shall have the following professional responsibilities without payment of additional salary, unless modified in writing by mutual consent:
 - a. Plan and implement a job sharing model as mutually agreed by both partners and the building principal.
 - b. Attend all curriculum and workshop days.
 - c. Grade report cards and attend parent conferences/open houses.
 - d. Attend staff and unit meetings on each individual's scheduled work day and communicate information and directives to the other partner in a timely fashion.
 - e. Ensure effective communication between partners and between the school and parents by regularly using written correspondence, telephone communication, etc.
 - f. Jointly plan and organize curriculum and instruction on a weekly basis.
 - g. Both partners will jointly teach the first day and last day of the school year.
 - h. Put forth their best effort to teach on days when the partner uses non-emergency, prescheduled or professional leave days.
 - i. Prepare and complete an end of the year evaluation process in cooperation with and approved by the building principal.

D. Long-term Substitutes

1. A long-term substitute teacher is a teacher who is employed by an individual contract for more than thirty (30) consecutive duty days.
2. A long-term substitute teacher shall receive insurance benefits as established by Article X, A, B, C, and D.
3. A long-term substitute teacher shall receive sick leave as established by Article XI.
4. A long-term substitute teacher shall be paid at Step 1 of the teacher salary schedule. They will be placed on the lane appropriate to their educational background. Candidates that are interested in positions that are difficult to fill can be placed on the Salary Schedule at a step agreed to by the

individual teacher and Superintendent prior to employment. The SAVEA President will be notified within 10 duty days when this provision is used.

- E. Short Call Substitutes A short call substitute teacher is a teacher who is employed on an occasional basis for less than thirty (30) consecutive duty days. A short call substitute teacher's terms and conditions of employment shall not be governed by this Contract.

Article IX. Additional Assignments

- A. Additional Compensation Coverage Nothing contained in this Article or Schedules C and D shall be interpreted as applying to faculty meetings, work on professional committees, parent meetings, individual parent and teacher conferences, or other similar professional responsibilities.

B. Additional Teaching Assignments

1. Teachers may enter into separate contracts with the School District for the performance of additional teaching duties during the normal duty day. It is the teacher's obligation to notify the Association President of the contents of said contract. Teachers entering into separate contracts shall be compensated in accordance with the following:
 - a. Teachers contracting for additional student contact time will be paid at the rate of the proportion of their basic salary schedule compensation per semester of the additional student contact time relative to the student contact time of a full-time teacher of similar role.
 - b. $\text{Additional Assignment} = (\text{Additional Student Contact time}) / (1.0 \text{ FTE Student Contact Time})$
 - c. Teachers contracting for Extended School Year (ESY) or other federal or state-required services involving the education of students receiving special education services shall be paid for 12 hours of preparation time prior to the start of ESY and daily preparation time as follows: for every 25 minutes of student contact, 5 minutes of preparation time will be provided. The preparation time may occur before or after the student ESY day. Up to 8 hours of end of term reporting will also be paid to be completed at the teachers location of choice. Their compensation will be in accordance with Salary Schedule D (Summer School Pay).
2. Teachers may enter into separate contracts with the School District for the performance of teaching duties in addition to the normal school year. Teachers entering into separate contracts shall be compensated in accordance with the following:
 - a. Teachers contracting for duty days in excess of those established by Article XVI B shall be compensated at the daily rate of the teachers' current school year basic salary schedule income.

b. Teachers contracting for summer school teaching shall be compensated in accordance with Salary Schedule D.

3. Independent study is an option for a student to complete a course and remain in the school district. The student would work through a high school counselor and/or Career Coordinator in proposing independent study. The student would be assigned by the Building Principal and/or Career Coordinator to a teacher on staff who agrees to the assignment. Said teacher along with the Career Coordinator would develop course expectations for the student, supervise the independent study, evaluate student work, and assign an appropriate letter grade. Upon approval of the Building Principal, a stipend of \$500 per course would be paid to the independent study teacher.

C. Classroom Substitution Staff must take full or half days when needing a substitute. A staff member may use casual subs to cover a maximum absence of 120 minutes in one day with no payment or comp-time option up to seven (7) times per school year beginning with the 2026-2027 school year. Staff must let the office (principal/school secretary) know if they are leaving the building and/or utilizing the casual sub option and the name of the teacher covering their classes.

D. Extracurricular Assignments Teachers may enter into separate contracts with the School District for the performance of extra tasks and duties which are performed outside the normal duty day. During the term of the Contract, compensation for teachers performing the extracurricular assignments listed in the Athletic Extra Pay Schedule (Schedule C) and the General Extra Pay Schedule (Schedule D) shall be determined by such schedules.

1. Extracurricular payments for activities which are duty year in duration shall be paid in accordance with Article VII, G.
2. Extracurricular payments for activities which are per issue, per event or per activity shall be paid following the completion of the issue, event, or activity.
3. Teachers employed for seasonal activities will be paid in six (6) equal payments in accordance with the following schedule:

<u>Sports</u>	
Fall	Sept., Oct., Nov.
Winter	Dec., Jan., Feb.
Spring	Mar., Apr., May

E. Filling Assignments

1. The School Board shall determine which additional positions are to be filled.
2. Vacancies and Application for Transfer: The School District will send an email copy of all job postings to all licensed staff and to the Association President. Each notice shall contain the date it was actually posted. A teacher shall be eligible to apply for transfer to a vacant position for the purpose of this Article only if such teacher has a currently valid license as required by the state (other than an

out of field permission) to teach in such subject matter or field. Any teacher may apply for a transfer to any vacant position by filing a written request with the superintendent's office with a copy to the appropriate building principal within 10 duty days before the end of the school year. Positions that are posted during the school year will be posted for 10 duty days. Summer vacancies will require a posting period of 14 calendar days and an emailing of notice of vacancy to all licensed staff at their school district email address. School district staff will be responsible for the email for summer postings. The school district shall consider all timely written requests for voluntary transfer before permanently filling any vacant teaching position. The school district shall have the right to fill vacant positions on a temporary basis pending completion of the application process. Sabbatical leave vacancies will be filled in accordance with procedures outlined in Article XII.

3. The School Board shall fill extra teaching, extracurricular, and additional assignments on a voluntary basis from among qualified teacher applicants. The Association and the School District agree, however, that in the absence of qualified applicants, because of special circumstances, or because of the needs of the School District, the School Board reserves the right to assign additional assignments to qualified teachers in order to fill the position.

- F. Status of Schedules C and D The compensation established by Schedules C and D shall be considered part of this Contract. Schedules C and D shall not be construed as a part of a teacher's individual contract.

Article X. Insurance

- A. Life Insurance The School District shall contribute one hundred percent (100%) of the monthly premium cost of a fifty thousand dollar (\$50,000) group term life insurance policy for all eligible and enrolled full-time teachers. The group life insurance policy will provide one hundred thousand dollars (\$100,000) in the event of accidental death.
- B. Income Protection Insurance The School District shall contribute one hundred percent (100%) of the monthly premium cost of a group income protection insurance policy for all eligible and enrolled full time teachers.
1. The policy shall have a ninety (90) continuous calendar day waiting period before benefits begin.
 2. The policy shall provide a benefit of two-third (2/3) of the teacher's net monthly salary to a maximum payment of seven thousand (\$7,000) per month.
 3. The policy shall provide for benefit payments to age seventy (70) or until termination of the disability, whichever occurs first.
- C. Hospitalization Insurance
1. The school district shall contribute \$636.94 per month in 2025-2026 toward the premium cost for the open access single high deductible plan & \$612.38 per month in 2025-2026 toward the premium cost for the achieve access single high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. For the

2026-2027 school year, the school district shall contribute \$690 per month toward the premium cost for all single high deductible plans for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. After that time, the district will contribute half of any rate increase. Conversely, any insurance rate savings will be split equally between district and teacher.

2. The school district shall contribute \$1880.34 per month in 2025-2026 toward the premium cost for the open access family high deductible plan and \$1807.82 per month in 2025-2026 toward the premium cost for the achieve access family high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. For the 2026-2027 school year, the school District shall contribute \$2083, per month toward the premium cost for all family high deductible plans for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. After that time, the district will contribute half of any rate increase. Conversely, any insurance rate savings will be split equally between district and teacher.
3. Beginning October 1, 2004, the District shall offer a high-deductible health insurance plan coupled with a HRA/VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible HRA/VEBA plan shall receive a District contribution to a HRA/VEBA account set up for that employee. The following provisions shall apply to the high-deductible HRA/VEBA plan offered by the District:
 - a. Single Coverage: The School District will make a \$550 annual contribution to the employee's HRA/VEBA account in the 2025-2026 and 2026-2027 school years.
 - b. Dependent Coverage: The School District will make a \$1,100 annual contribution to the employee's HRA/VEBA account in the 2025-2026 and 2026-2027 school years.
 - c. Timing of Deposits: HRA/VEBA deposits will be made twice annually. Deposits will be made once on October 1st or the next business day if a weekend and on Feb 1st or next business day if a weekend.
 - d. Administrative Costs: The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' HRA/VEBA accounts.
4. Teachers hired after March 1st, 2014 are only eligible for the high deductible hospitalization insurance plans.

D. Dental Insurance The School District will contribute up to a maximum of \$32.18 toward the monthly premium of single dental insurance, or \$80.94 toward the monthly premium for family coverage for all eligible and enrolled teachers employed .73 or more. Any amount exceeding the District contribution for the duration of this contract will be shared equally (50/50) between the School District and eligible employees.

- E. Workers' Compensation The School District will provide workers' compensation coverage as required by law.
- F. Tax Sheltered Annuity Teachers may voluntarily participate, at their cost, in School District approved tax sheltered annuity programs. The School District shall contribute on behalf of any participating teacher toward a tax sheltered annuity program in accordance with the provisions as outlined in Article XV. Teachers electing to participate must notify the School District by October 1st of the school year of participation.
- G. Payroll Deductions The difference between the monthly premium costs of the group insurance plans and the School District's contributions established by Article X, C-1 & 2 and D shall be paid by enrolled teachers through payroll deduction.
- H. Voluntary Participation Participation by any eligible full-time teacher or part-time teacher in the insurance plans established by this Article is voluntary. Eligible teachers who choose not to participate shall receive no additional compensation in lieu thereof.
- I. Claims Against the School District The School District and the Association agree that any description of insurance benefits contained in this Article are intended to be informational only and eligibility of any teacher for benefits shall be governed by the terms of the insurance policies contracted by the School District and an insurance carrier pursuant to this Article. The School District's obligation is to contract for insurance policies and contribute such amounts as established by this Article.
- J. Duration of Insurance Contribution Teachers are eligible for School District contributions as provided in this Article as long as the teacher is employed by the School District.
1. Teachers who retire or are placed on unrequested leave of absence, or who are terminated following the completion of a normal school year, as defined by Article XV, B, shall have School District contributions made on their behalf through the month of August.
 2. Teachers who are placed on unrequested leave of absence, and who have not completed a normal school year, as defined by Article XVI, B, shall have School District contributions made on their behalf through the month of June.
 3. Teachers who resign or who are dismissed for cause from employment prior to the completion of the normal school year, as defined by Article XVI, B, shall have all School District contributions cease, effective as of the last day of employment.
 4. Teachers who retire and do not qualify for Medicare shall have the option of purchasing health coverage from the School District's insurance carrier.
- K. Distribution of Policies The School District shall distribute copies of all insurance policies established by this Article to each teacher covered by said insurance.

Article XI. Paid Absences

For the purposes of this article the daily rate of pay is based on the calculated annual FTE on the employee's assignment sheet.

A. Sick Leave

1. Sick leave with pay shall be granted to teachers in the amount of twelve (12) days and early childhood teachers in the amount of nine (9) days per normal school year for absences necessitated by:
 - a. the illness or injury of a teacher which prevents the adequate performance of teaching duties and responsibilities;
 - b. the serious illness of a member of a teacher's immediate family for which other reasonable arrangements for care cannot be made;
 - c. the death of a member of the teacher's immediate family; or,
 - d. disability caused by pregnancy.
2. For the purposes of this section, immediate family shall mean: father, mother, spouse, child, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, significant other, parents of significant other, children of significant other, grandchild, step parent, or step child. Pursuant to Minn. Stat. 181.9413, the School District may limit the use of personal sick leave benefits due to illness or injury to members of the teacher's immediate family to no less than 160 hours in any 12 month period.
3. Unused sick leave may be accumulated to a maximum of 240 days.
4. Teachers qualifying for sick leave benefits shall have School District insurance contributions made on their behalf in accordance with Article X, until the exhaustion of accumulated sick leave or until the commencement of income protection insurance benefits, as established by Article X, B, whichever occurs later. Teachers exhausting accumulated sick leave prior to the commencement of income protection insurance benefits shall have insurance contributions made on their behalf until income protection insurance benefits begin.
5. All sick leave shall be based on 12 days or 96 hours per year, for a full time teacher or 9 days or 72 hours for early childhood teacher, respectively. Part time teachers, working less than .8 FTE, will be given sick time each year prorated on 96 hours or 72 hours, respectively, calculated on their Full Time Equivalency (F.T.E.), rounded to the nearest whole hour.
6. The Superintendent has the right to verify the use of sick leave by requiring the submission of medical verification.

B. Paid Time Off: Thirty-two (32) non-cumulative paid time off hours shall be granted to teachers and sixty-four (64) non-cumulative paid time off hours shall be granted to early childhood teachers each normal school year. Such days shall be granted by the Building Administrator according to the following guidelines:

1. In emergency situations, written requests for paid time off may be submitted after the fact. It is understood that the teacher will assume the responsibility in such an emergency of notifying his/her principal at the earliest possible time.
2. Paid time off will not normally be granted to more than four (4) individuals at Wilshire Park, three (3) individuals at the High School, three (3) individuals at the Middle School per day and one (1) early childhood on student contact days. Limits do not apply on non-student contact days. Teachers must notify their school office through email as directed by the building administrator as soon as possible when planning to take personal days. If the allocation for the building has been reached, the first individuals notifying the office will get the days. Teachers will have confirmation or denial of requests within two duty days.
3. Under no circumstances may paid time off be used to engage in a strike, picketing, bannering or in any other concerned activity regarding conditions of professional service or policies of the School Board or in activities which disrupt the normal activities of any school.
4. A part-time teacher contracted for twenty (20) to thirty (30) hours per week shall be granted access, on a pro rata basis, to thirty-two (32) hours non-cumulative paid time off hours each normal school year. Teachers working less than 20 hours per week are not eligible for paid time off.
5. Paid time off must be taken for a minimum of one half day (4 hours / 0.5 day).
6. An employee that has earned but not used paid time off hours shall be compensated at \$21.88 per hour.

C. Bereavement Leave Upon advance notice and arrangement with the office of the principal, up to five (5) days paid leave, non-cumulative, may be used by a teacher for the attendance at or arrangement of the funeral of a teacher's spouse, child, parent, dependents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, significant other, parents of significant other, children of significant other, or brother or sister of significant other. Up to three (3) days paid leave, non-cumulative, deducted from sick leave, may be used by a teacher for attendance at or arrangement of the funeral of a teacher's grandparent, grandchild, great grandparents, aunt or uncle, spouse's grandparent, significant other's grandparents. One (1) day of leave, non-cumulative, deducted from sick leave, may be used by a teacher for the attendance at or arrangement of the funeral of another family member or a friend. Leave may be granted at the Superintendent's discretion for other circumstances. Additional time beyond the amount of time granted due to a death in a teacher's immediate family shall be determined at the discretion of the Superintendent.

D. Jury Duty

1. Teachers summoned to jury duty may be granted paid absence, not deducted from sick leave, for the duty days the teacher is required to serve in such capacity.
2. Teachers granted paid absence for jury duty shall be paid their daily Salary Schedule compensation, less jury duty fees for each duty day of absence.
3. Teachers may request exemption or postponement from jury duty as provided by Minnesota law.

- E. Disaster Leave Additional sick leave benefits shall be granted to any teacher who has exhausted accumulated sick leave benefits, if such teacher has been continuously disabled and unable to teach for a period of 30 or more consecutive days, as certified by a physician, physician's assistant, certified nurse practitioner, psychologist, or psychiatrist. Disaster leave benefits shall commence as of the duty day immediately following the last day of regular sick leave payment. Disaster leave benefits shall continue only for a period during which the teacher remains continually disabled and unable to teach and shall cease on the 78th calendar day of total disability.

Article XII. Leaves of Absence

- A. Short-term Leave Without Pay Teachers may be granted absences without pay to a maximum of five (5) duty days per school year. Requests for absence without pay shall be made in writing, at least three (3) calendar days in advance of the date of absence; however, the three (3) calendar day notice may be waived by the Superintendent in cases of personal emergency. The approval of requested absence without pay shall be at the sole discretion of the superintendent. Teachers requiring an absence without pay in excess of five (5) duty days during the year, shall request a leave of absence without pay in accordance with the provisions of Article XII (B).

- B. Long-term Leave Without Pay A leave of absence without pay for up to twelve (12) calendar months may be granted to any teacher upon written application and subject to the approval of the School Board for the purpose of furthering a teacher's education, service as full-time officer of the Association or on its staff, campaigning for or running for public office, holding public office (for term of the office) or for other extenuating circumstances. Long-term leaves must be requested prior to April 1 of the year before the leave will be taken. Exceptions for emergency and medical situations may be granted on the recommendation of the Superintendent.

1. Upon return from a long-term leave a teacher shall advance the one step earned prior to the leave, on the Salary Schedule in accordance with the provisions of Article VII, C.
2. The continuing contract shall remain in effect and the teacher shall retain all fringe benefits which had accrued prior to taking the long-term leave of absence. The teacher shall not accrue additional

experience credit for pay purposes or accrue additional leave time during the period of absence for the long-term care leave.

3. Request for an unpaid leave of absence shall be made in writing no later than ninety (90) calendar days prior to the commencement of the leave with the exception of requests for extenuating personal circumstances.
4. A leave of absence without pay may be extended for an additional period, not to exceed twelve (12) Calendar months, at the sole discretion of the School District.
5. Teachers on an unpaid leave of absence shall be notified by the School District prior to February 1 requesting whether such teacher shall return to employment the next school year. The teacher shall notify the School District by March 1 whether the teacher shall return to employment. The School District shall notify the Association President once the mailings have been sent. Teachers who fail to give such notice shall not be reinstated unless such reinstatement is agreed to by both the teacher and the School District.

C. Child Care Leave The School Board will grant child care leave to any teacher who makes written application for such leave subject to the following:

1. The teacher shall submit a written application for leave to the School Board at least ninety (90) calendar days prior to the desired start of the leave except that in case of adoption, the teacher shall upon learning the date of adoption, submit such written application effective the date of adoption and further that in the event of illness to a child, the teacher shall give as much notice as possible of intent to take child care leave.
2. The leave shall begin at a date determined by the Superintendent in consultation with the teacher and may be for a mutually agreed upon time, not to exceed fifteen (15) months. In determining the beginning date, if there is no mutual agreement, the Superintendent shall take into account individual capacities and characteristics, the ability to perform specific duties of employment, efficiency, willingness to continue work, and some natural break in the educational program.
3. At least one-hundred and twenty (120) calendar days prior to the expiration of the leave, the teacher shall signify intent to return to the teacher's original position or to a position of like status. In determining the actual date of return to duty the Superintendent shall consult with the teacher in an attempt to determine a mutually agreeable date of return. If there is no mutual agreement, the Superintendent shall establish a date of return after taking into consideration individual characteristics and capacities, willingness to return to work, and some natural break in the educational program.

4. In the event a teacher is disabled prior to the commencement of a scheduled child care leave, he or she will have the option of either using sick leave days to cover the disability or moving the beginning date of child care leave forward to include the days of disability.
5. A teacher will be granted one (1) additional school year of leave by submitting a written request no later than April 1 prior to the beginning of a school year for which the extended leave is requested. However, a teacher requesting an additional school year of child care leave shall not be allowed to return to duty during the term of that leave. The School Board is under no obligation to reinstate a teacher who does not comply with the above requirements.
6. The continuing contract shall remain in effect and the teacher shall retain all fringe benefits which had accrued prior to taking child care leave of absence. The teacher shall not accrue additional experience credit for pay purposes or accrue additional leave time during the period of absence for child care leave.
7. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes 122A.40, Subd. 5 are intended to be periods of actual service enabling the employer to have an opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.
8. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of a leave.
9. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance company policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The employer shall provide a statement of costs due for all insurance benefits. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to employment pursuant to this section.
10. Pay and Fringe benefits will be calculated in accordance with the Family and Medical Leave Act (PL 103-3).
11. Adoption leave shall be granted in accordance with FMLA.
12. Teachers may simultaneously use their accumulated and unused sick leave during the Family Medical Leave Act (FMLA) absence only to the extent of the teacher's six (6) week period of disability or eight (8) weeks for cesarean birth as certified by the teacher's doctor.

13. A parent may take up to 6 weeks paid leave out of their accumulated sick leave balance, to care for their child and the birthing parent.

D. Sabbatical Leave Sabbatical leaves are hereby replaced by unpaid leave of absence.

E. Failure to Return from Leave Teachers who do not return to duty at the expiration of any leave of absence provided by Article XII, A, B, C, or D shall be considered to have resigned.

F. Continuation of Insurance A teacher on an approved leave of absence established by Article XII, A, B, C, or D may continue to participate in the group insurances established by Article X, to the extent permitted by the insurance policy, at the teacher's personal expense. A teacher electing to continue participation in the group insurance programs shall arrange to pay the full monthly premiums through the District Office. Any insurance benefit based upon income shall be calculated on the salary received during the last normal school year the teacher was on duty.

G. Continuation of Seniority A teacher on an approved leave of absence established by Article XII, A, B, C, or D shall continue to accrue seniority during the period of the approved leave of absence.

Article XIII. Unrequested Leave of Absence

A. Purpose This Article has been agreed upon by the School District and the Association pursuant to the provision of Minn. Stat. 122A.40, § 10, and shall constitute the procedure for placing teachers on unrequested leave because of discontinuance of position, lack of pupils, financial limitation or merger of classes caused by consolidation of districts. Accordingly, the provisions of Minn. Stat. 122A.40, § 11 shall not be applicable to any continuing contract teacher employed by the School District. The School District shall follow the procedure set forth in Article XIII.

1. In the event that unrequested leaves of absence are contemplated by the School District, the School District shall consult with the Association President prior to April 1 in a good faith effort to minimize the adverse effect of such leaves on the teaching staff and on the educational program of the School District.

2. In determining the number of teachers to be placed on unrequested leave, the School District shall first ascertain the number of District teaching positions for the next year. Present and projected enrollment, the financial status of the District, desired class sizes, and subject area consideration shall be used, as well as discontinuance of positions, lack of pupils, financial limitations, or merger of classes caused by consolidation, to determine the number of District teaching positions for the next school year.

3. The need may arise for the involuntary transfer of teaching staff members in order to minimize the adverse effect on the educational programs staffed by a teacher placed on unrequested leave. The

School District shall discuss involuntary transfers with the Association President prior to making such transfers. Such transfers shall be made prior to May 15 for the following school year whenever possible.

B. Prior Notification

1. Teachers to be placed on unrequested leave of absence shall be personally notified whenever possible of such leaves. If such notice is by mail, it shall be restricted delivery mail with return receipt requested. The Association President shall also be notified of such leaves in the same manner within three (3) days of the notification to the teacher placed on unrequested leave.
2. Notification of the intent to place a teacher on unrequested leave shall be sent to the teacher and the Association President as soon as possible after an official action is taken to reduce staff, but in no event later than May 15 of the school term prior to the commencement of the intended unrequested leave.

C. Disputes Over unrequested Leave Procedures

1. A teacher who believes he or she has been unjustly placed on unrequested leave may pursue the complaint through the grievance procedure.
2. In the event that a teacher has been found to have been unjustly placed on unrequested leave, the said teacher shall be recalled to his or her teaching position and shall be compensated for any losses suffered as a result of such unrequested leave, less any unemployment compensation he or she may have received during the leave period.

D. Order of unrequested Leave

1. All teachers with limited permits and provisional certification as well as probationary teachers shall have their contracts terminated before any continuing contract teacher is placed on unrequested leave.
2. Then placement on unrequested leave shall be made on the basis of seniority within the field(s) for which the teacher is licensed. A teacher shall not be placed on unrequested leave when a combination of teaching assignments exists within the appropriate division for which said teacher is licensed, providing said teacher has greater seniority than the teacher(s) presently holding the assignment(s). In the event a teacher has not taught in that licensed area for at least one semester, or its equivalent, within the last five years, the school board will pay for course work needed to update the affected teacher in that licensed area. The Superintendent shall propose a reasonable time period and course of preparation to fulfill the requirements of this section.
3. All layoffs shall become effective July 1 of each calendar year.
4. Early Childhood teachers shall have seniority only as an Early Childhood teacher and shall have a separate seniority list consisting only of Early Childhood teachers. Kindergarten through Grade 12 teachers (K-12) shall have a seniority list consisting of only K-12 teachers. An Early Childhood teacher shall not have any rights to any other teaching position in the School District.

K-12 teachers shall not have any rights to any Early Childhood position in the school district. Early Childhood teachers shall be laid off and recalled within order of seniority with other Early Childhood teachers. K-12 teachers shall be laid off and recalled within order of seniority with other K-12 teachers.

E. Determination of Seniority

1. Seniority shall be defined as the length of continuous employment of a teacher from the most recent date of employment. Continuous employment for purposes of seniority shall include all employment for the School District in the capacity of a teacher, as defined by Article I, E-4. This shall include service as a Tier 1 or Tier 2 teacher.
2. Only service during the normal school year and normal school day, as defined in the contract, will count toward seniority.
3. In any one fiscal year, a teacher shall accrue a maximum of one year's seniority for all services performed.
4. A full year of seniority shall be granted for any full-time teacher as defined in Article VIII, A. Full-time teachers with continuing contract status who accept employment for less than full time, including all teachers on paid leaves and leaves of absence, shall continue full year seniority accrual.
5. A full year of seniority shall be granted for part-time teachers as defined in Article VIII, B. A full year of seniority shall be granted to long-term substitutes who work a full year.
6. The School District shall also prepare from its records as of October 1 of each year, a seniority list consisting of Early Childhood.
7. The School District shall prepare from its records as of October 1 of each year, a seniority list consisting of Kindergarten through Grade 12(K-12).
8. The seniority list shall contain the name, seniority status and area(s) of Licensure of each teacher.
9. On or before October 15 of each year, the School District shall email all licensed teachers a copy of the seniority list.
10. In determining seniority status, the date the School District approved the teacher's individual contract shall be used. If teachers have the same School District approval date, the date the School District offered the teacher a contract shall be used. In the event of a tie, the teacher with the highest educational lane placement will be placed higher on the seniority list. In the event of a

remaining tie, the teacher with the earliest date of issuance on a Minnesota teaching license will be placed higher on the seniority list.

11. Teachers shall continue to accrue seniority while on any approved leave of absence.

12. Seniority applies only to Tier 3 and Tier 4 teachers and commences with the first day of continuous service in the School District.

F. Bumping Rights

1. A teacher who receives notice of proposed placement on unrequested leave of absence may elect to displace a teacher with lower seniority status, provided that the displaced teacher is the least senior teacher for which both are licensed by PELSB as per October 15 of the current school year on their seniority lists.
2. A teacher shall be considered licensed for the purpose of this Article if such teacher has a valid license from PELSB (other than an out of field permission) to teach in such subject area or field.
3. District employees other than members of the bargaining unit shall not be entitled to displace teachers in the bargaining unit.
4. A teacher who elects to exercise his or her right to displace another teacher under the provision on this section, shall do so by written notice to the Superintendent within ten (10) working days from the date of receipt of notice of proposed placement on unrequested leave.
5. A teacher displaced under the provisions of the section, shall be placed on unrequested leave of absence and shall be notified of such leave in accordance with the procedure set forth in Article XIII, B.

G. Status While on Leave

1. Teachers placed on unrequested leave of absence shall remain eligible for group insurance benefits at personal expense.
2. Payments of premiums by those teachers electing to continue group insurance benefits while on leave shall be made on the basis of quarterly, semiannual or annual payments, at the teacher's option.

H. Recall Procedure

1. No new teacher shall be employed by the School District while there is available, on unrequested leave of absence, a teacher who is licensed to fill the vacant position or combination of assignments compatible with the said teacher's license. A combination shall be arranged whenever possible so that the teacher with the highest seniority status shall be recalled first.
2. A recall list shall be maintained and updated annually by the School District. Teachers on the recall

list for more than five years shall be dropped from the recall list and shall not be subject to the recall provisions of the Article.

3. As positions for which a teacher is licensed become available, he or she shall be recalled to employment in the inverse order of layoff, provided however, that no full-time teacher on the recall list shall be required to accept less than a half-time position. A teacher accepting a position of less than full-time, shall not jeopardize his/her right for recall to a full-time position.
 4. The order of recall shall be determined by a teacher's seniority status at the time he or she was placed on unrequested leave.
 5. Notification of recall shall be by either telephone call, in person with signature for verification or by restricted delivery mail with return receipt requested and shall be to the last known address provided by the teacher to the office of the Superintendent.
 6. A teacher shall have up to fifteen (15) calendar days from the date of receipt of notification of recall in which to notify the Superintendent in writing of his or her intent to accept the School District's offer of re-employment or to indicate in writing his or her intent to waive his or her option to be re-employed in the position offered. Teachers recalled to employment shall report for work within two (2) weeks after the date of acceptance of recall.
 7. If a teacher waives his or her right to re-employment in the position offered, the position shall be offered to the teacher with the next greatest seniority, provided that teacher is licensed for the position.
 8. A teacher who is recalled shall be reinstated to his or her former position or to a position of similar nature and status. Such a teacher shall be placed on the next highest experience step of the current salary schedule than the step they were on at the time of placement on unrequested leave and shall maintain a continuing contract, salary, benefits, seniority, compensation and other advantages, received or accrued prior to such layoff.
- I. Termination of Rights A teacher's recall rights shall terminate should any of the following events occur:
1. Voluntary removal by a teacher of his or her name from the seniority list, provided, however, that no full-time teacher shall lose recall rights if he or she refuses recall to less than a full-time teaching position in accordance with Article XIII, E-1, 3, & 9.
 2. Resignation of teaching position;
 3. Retirement or attainment of retirement age as specified in this contract;
 4. Discharge or termination for cause;

5. The expiration of five years from the commencement date of an unrequested leave of absence without having been recalled; or

6. The expiration or revocation of a valid teaching license.

J. Effective Date and Scope This Article shall be effective at the date of the signing of this Contract and shall govern all unrequested leaves until a new Contract between the School District and the Association is officially signed and ratified. This Article shall govern unrequested leaves for all licensed teachers and no other licensed employees shall be entitled to the protection of this policy. Licensed employees other than members of the teachers' bargaining unit shall not be entitled to exercise seniority privileges to displace teachers in the bargaining unit nor shall members of the teachers' bargaining unit exercise seniority privileges to displace other licensed employees.

Article XIV. Retirement Notification

A. Teacher retirements are usually effective at the end of the school year. Teachers who plan to retire at the end of a school year must notify the School District of their intent to retire no later than April 1 of the school year in which the retirement is effective.

B. Teachers who wish to retire at the end of the first semester must notify the School District by October 15th of the school year in which the retirement is effective.

C. Requests for retirements at times other than the end of the school year or the end of the first semester may be granted at the discretion of the Superintendent.

D. Beginning with the 2019-2020 school year, a teacher who notifies the district of their retirement plans by October 1 (for the end of first semester retirement) or January 15th (for end of school year retirement) and meet the following requirements, the District will contribute a one-time amount of \$2,600 into the retiree's Health Reimbursement Arrangement (HRA/VEBA) account:

1. Eligible for retirement
2. Employed by the District as of April 1, 2000
3. Elected to continue in the group health and hospitalization insurance program established by Article X, c-1 & 2.

E. Beginning with the 2025-2026 school year, any teacher who notifies the district of their retirement plans by January 15 and meets the following requirements, the District will contribute a one-time amount of \$15,000 into the retiree's Health Reimbursement Account (HRA/VEBA) account:

1. Minimum of 20 years of service.
2. Hired between April 1st, 2000 and August 31st, 2005.
3. A minimum of 150 days of sick leave are banked by January 15.

Article XV. Retirement Plans

The purpose of the Teacher Retirement Plans are to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the District. The Plan will require participation by the employee coupled with a matching contribution from the District. The objective of the Plan is to develop a long term solution to the concept of severance for younger teachers, while preserving more traditional plans for senior teachers. Such plan shall be conducted under the rules of I.R.C. 403(b). Employees may participate at only one level.

A. Teacher Retirement Trust Level I- (For teachers employed after June 30, 2000)

1. Eligibility

- a. All full-time teachers whose initial employment in the district begins after June 30, 2000, may participate in a district matching annuity program provided in Minn. Stat. §3 56.24 once they have reached Step 3 on the salary schedule in the Master Agreement.
- b. Teachers electing to participate must notify the School District by October 1st of the school year of participation. After teachers initially elect to participate in the District Matching funds program they may change the contribution amount once per year, by Oct. 1st of each year. A change could be made after October 1st for the following events, a marriage, divorce, or death of a spouse; birth or adoption of a child; loss or change of job by spouse. The district will notify employees via email by September 15 of the upcoming due date.

2. Insurance Eligibility - Teachers at this level are not eligible for district-paid insurance upon retirement, but may continue in the district insurance plan at their own expense until the age of Medicare eligibility.

Defined Contribution Plan:

Step Placement	2025-2026 Maximum Annual District Matching Contribution	2026-2027 Maximum Annual District Matching Contribution
1-2	\$ 0	\$ 0
3-10	\$ 1,350	\$ 1,350
11-15	\$ 1,600	\$ 1,600
16-20	\$1,850	\$1,850
21-25	\$ 2,100	\$ 2,100
26+ years of service	\$ 2,200	\$ 2,200
Maximum Career District Matching Contribution - \$30,400 for 2025-2026 and \$30,400 for 2026-2027		

3. Teachers involved in the Defined Contributions Plan must notify the Payroll Technician when they are eligible for step movement within the Plan matrix. The district will notify employees via email by

September 15 of the upcoming due date.

B. Teacher Retirement Trust Level 1.1-(For teachers employed on or before June 30, 2000)

1. Eligibility

- a. All full-time teachers hired on or prior to June 30, 2000, may participate in a district matching annuity program provided in Minn. Stat. §356.24 once they have reached step 6 on the salary schedule in the Master agreement.
- b. Teachers electing to participate must notify the School District by October 1st of the school year of participation. After teachers initially elect to participate in the District Matching funds program they may change the contribution amount once per year, by Oct. 1st of each year. A change could be made after October 1st for the following events, a marriage, divorce, or death of a spouse; birth or adoption of a child; loss or change of job by spouse. The district will notify employees via email by September 15 of the upcoming due date.

2. Insurance Eligibility - Teachers at this level are eligible for district-paid insurance upon retirement according to Article XV Section C.

3. Any full-time teachers who, because of age and step, will not be able to reach maximum career district contributions by the end of the school year in which they turn 58, will participate in the matching plan at an enhanced annual rate according to the negotiated schedule. Teachers turning 58 must contact the Business Office to update their annual matching contribution. The district will notify employees via e-mail by September 15 of the upcoming due date.

Defined Contribution Plan:

Step Placement	2025-2026 Maximum Annual District Matching Contribution	2026-2027 Maximum Annual District Matching Contribution
1-5	\$ 0	\$ 0
6-10	\$ 1,350	\$ 1,350
11-15	\$ 1,600	\$ 1,600
16-20	\$1,850	\$1,850
21-25	\$ 2,100	\$ 2,100
26+ years of service	\$ 2,200	\$ 2,200
Maximum Career District Matching Contribution - \$30,400 for 2025-2026 and \$30,400 for 2026-2027		

4. Teachers involved in the Defined Contributions Plan must notify the Payroll Technician when they are eligible for step movement within the Plan matrix. The district will notify employees via email by September 15 of the upcoming due date.

C. Retiree Insurance

1. Teachers who are employed by the District as of April 1, 2000, and who are eligible for early retirement shall have the option to participate in the group health and hospitalization insurance program established by Article X, C-1. For those teachers electing to participate and who notify the district by January 15, the District will contribute \$388 per month through June 30, 2024, and \$607 per month, beginning July 1st, 2024, single coverage only up to a maximum of eight years or Medicare eligibility whichever is first according to the following formula:
 - a. Two years of health insurance will be granted upon early retirement.
 - b. Additional years will be granted as follows:
 - (i) One year of health insurance if the teacher has 20 years of service in the District;
 - (ii) One year of health insurance if the teacher has 21 years of service in the District;
 - (iii) One year of health insurance if the teacher has 22 years of service in the District.
 - (iv) One year of health insurance if the teacher has accumulated 70 unused sick days.
 - (v) One year of health insurance if the teacher has accumulated 140 unused sick days.
 - (vi) One year of health insurance if the teacher has accumulated 180 unused sick days.
2. Beginning with the 2014-2015 school year, an eligible teacher who retires shall only be eligible to participate in the high deductible health insurance plan and only then until their earned, additional year's coverage ends or they reach Medicare eligibility.
3. Teachers may elect to continue in the health and/or dental insurance program until Medicare eligible by paying the full monthly cost of the health and/or dental insurance program in a manner prescribed by the School District. Teachers hired in 1962 and who retired in 1995 are exempt from this clause.
4. Retirees will be permitted to continue to participate in the group life insurance program up to 18 months following retirement at their own expense.

- D. Extended Leaves of Absence The School Board, at its sole discretion, may grant an unpaid extended leave of absence to a teacher in accordance with Minn. Stat. 122A.46, § I.

Teachers granted an extended leave of absence in accordance with Article XIV, C may individually elect to participate in the group insurances established by Article X, to the extent permitted by the insurance policy, at the teacher's personal expense. A teacher electing to continue participation in the group insurance programs shall arrange to pay the full monthly premiums through the District Office.

- E. Part-time Teaching Option The School Board, at its sole discretion, may grant a part-time teaching option to a teacher in accordance with Minn. Stat. (1978) §354.66.

Article XVI. Hours of Service

A. Normal Duty Day

1. The normal duty day for full-time teachers shall be eight (8) hours, including a thirty (30) minute duty-free lunch period. All full-time teachers of similar role shall have the same number of student contact minutes.
2. The normal duty day for part-time teachers shall be three (3) hours or more and less than eight (8) hours, including up to a thirty (30) minute duty free lunch period determined on a pro-rata basis, but not less than fifteen (15) minutes. A part-time teacher shall have their duty day and student contact prorated to the FTE of their position relative to a 1.0 FTE of similar position. Their duty day will be a continuous amount of time and include prep time and lunch as defined in this article.

B. Normal School Year Teacher contract days of 185 will be made up of the following: student contact days; professional development days; conference days; communication days; teacher planning, preparation, collaboration, grading days; or another agreed upon day / time. By February 1st of the odd numbered years, a committee made up of an equal number of representatives chosen by the district and Union representatives chosen by the Union will develop the 185/187 school year calendar for the next TWO (2) school years. This calendar will be mutually agreed upon by the Union and school board by a vote of 2-0.

1. In the event that a consensus cannot be reached, the teacher contract days will default to:
 - a. one-hundred sixty nine (169) student contact days;
 - b. five (5) pre-school year workshop days with the option to flex one (1) District Directed Work Day;
 - c. two (2) conference / parent communication days;
 - d. three (3) teacher planning / preparation / collaboration / grading days; and
 - e. four (4) District-Led Professional Development days; with one (1) Teacher Driven Professional Learning Flex Day for a teacher who is proficient in Effective Instruction as determined by the Teacher Development and Evaluation system, and
 - f. two (2) Building-Led Professional Development days.
 - g. Definitions:
 - i. District Directed Work Day: The District directs the work of teachers and the deadline by which the work is to be completed but allows flexibility around when and where teachers do the work (ex: compliance training).
 - ii. Teacher Driven Professional Learning Flex Day: Teachers may select professional learning of their choosing if approved by the principal or supervisor, and if the professional learning is aligned to district objectives (ex: attendance at a content specific workshop).

2. Asynchronous Days: Asynchronous Calendar Days may be added to the calendar as determined by the calendar committee. Work expectations for licensed school staff are as follows:
 - a. Elementary School:
 - i. This will be a non-school day for elementary students with no work expectations and no attendance taken.
 - ii. Licensed staff will work their regularly scheduled hours in a district building. Staff work will be teacher driven with support from the Superintendent Designee as requested by the teacher and must include one or more of the following: conference preparation, team collaboration, Effective Instruction preparation, curriculum work, parent communication.
 - b. Middle / High School:
 - i. This will be a school day for middle and high school students. Attendance must be taken based on completion of work and/or an attendance question. Teachers will report attendance at the end of the regular school day.
 - ii. Licensed staff will work their regularly scheduled hours in their building.
 - iii. Teachers must provide work for students to complete at home (for students not in attendance). Staff will request students who require extra support to attend school. Families may choose to have their child attend school. Staff may request students to attend a synchronous lesson.
 - iv. Licensed staff must create a schedule that allows them to work directly with students who have been requested to be in the building and complete other teacher driven work with support from the Superintendent Designee as requested by the teacher and must include one or more of the following: conference preparation, team collaboration, Effective Instruction preparation, curriculum work, parent communication.

3. E-Learning: E-Learning Calendar Days may be added to the calendar. Work expectations for licensed school staff are as follows
 - a. Early Childhood
 - i. Teachers will make age appropriate activity kits with things parents can do at home during workshop week.
 - ii. Teachers will be available via email for questions from parents.
 - b. Elementary / Middle School:
 - i. Teachers will create choice boards during workshop week.
 - ii. A hard copy of the choice board will be provided to each family at Meet and Greet /Open House.
 - iii. Electronic links to grade level choice boards will be posted on the District website.

- iv. On an e-learning day, teachers will communicate with parents no later than 2 hours after the start of the regular school day. Teachers will communicate the following:
 - 1. Office hours (at least 1.5 hours) with a link to a Google Meeting where students can get help with assignments
 - 2. Choice board link
 - v. On an e-learning day, teachers will be available to answer questions via email / Google Voice throughout their regularly scheduled work hours.
 - vi. Teachers will provide accessible options for students with disabilities.
- c. High School:
- i. Teachers will create lessons and/or a schedule for teaching during workshop week.
 - ii. On an e-learning day, teachers will communicate with parents no later than 2 hours after the start of the regular school day. Teachers will communicate the following:
 - 1. Office hours (at least 1.5 hours) with a link to a Google Meeting where students can get help with assignments
 - 2. Class times (for synchronous learning if applicable)
 - 3. Course expectations / work requirements (for asynchronous learning)
 - iii. On an e-learning day, teachers will be available to answer questions via email / voicemail throughout their regularly scheduled work hours.
 - iv. Teachers will provide accessible options for students with disabilities.
 - v. Attendance for all students will be based on completion of choice board activities or assigned tasks; participation in online office hours; or parent communication. Teachers will submit attendance by the end of the regular school day.

- 4. Placement of teacher contract days on the school calendar (specified above) is still subject to the School Board approval.

C. Student Contact

- 1. Student contact time is any time that a teacher is scheduled to be with students.
- 2. Student Contact Day: Is defined as the time students are required to be in the school building (bell to bell).
- 3. All time units in this contract are based on units defined or derived by the SI metric system.
- 4. For every 25 minutes of student contact time, a minimum of five additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be fulfilled within a week and directed by the teacher and provided in one or two uninterrupted spans of time during the student day at minimum of four of the five days in a week. Exceptions may infrequently occur.

5. Elementary specialists: For every 25 minutes of student contact time, a minimum of nine additional minutes of preparation time shall be provided to each licensed specialist teacher. Preparation time shall be fulfilled within a week and directed by the teacher and at least half will be provided in one or two uninterrupted spans of time during the student day at a minimum of four of the five days in a week. Exceptions may infrequently occur.
 6. Special Education Due Process Time: Within the student day, a minimum of 25 minutes of special education due process time shall be provided to each licensed special education staff member (teacher, speech language pathologist, occupational therapist, early childhood, etc.). This time will be in addition to preparation time.
- D. Hours of Duty The specific hours of the duty day for teachers may vary according to the needs of the educational program.
- E. Professional Responsibilities
1. Normal teaching duties for both full-time teachers and part-time teachers include the responsibility to attend and participate in faculty meetings, professional and educational committees, PTA meetings, individual parent-teacher conferences, or other similar professional responsibilities which are scheduled or which may require performance outside of the teacher's duty day.
 2. Meetings which exceed a teacher's duty day may be called by the Department Chairperson, Principals, Superintendent, or Superintendent's Designee.
 3. An important responsibility of a teacher is to work with students on an individual basis. To meet this responsibility, work in excess of the duty day may be necessary.
- F. Limitation of Service Teachers shall not be required to supervise lunchrooms, playgrounds, hallways, or detention periods; however, this shall not be interpreted to imply that the teacher has no responsibility to look after the welfare and safety of any student in these situations. It does not preclude teachers from being in the halls during passing times. Teachers shall continue to be alert to problems in hallways, between classes, or at any other time that the teacher witnesses problems whether on playgrounds, hallways, lunchrooms, or on any other part of school property and shall be responsible for taking appropriate action, including notification of the Principal. Early childhood teachers are exempt from this.
- G. School Closing
1. In the event a duty day(s) is lost due to an emergency closing, teachers shall perform teaching duties on such day(s) as the School Board shall determine.
 2. In the event that it becomes necessary to modify the school calendar, because of school closings of three or more teacher duty days per school year, the School Board shall notify and consult with the Association concerning the calendar modification.
 3. When licensed staff are instructed to work due to a school closure, they will have the option to work

from home. If staff choose to work from home, they will submit a summary of their day's work to their building administrator reflecting how they used the day professionally (i.e. Communication with parents and/or students, online collaboration, training, creating lessons/plans to address student needs, required paperwork, etc). These days will be counted toward the total number of days in the contract.

Article XVII. Grievance Procedure

- A. **Grievance Definition** A grievance shall mean an allegation by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the provisions of this Contract or employment-related policies of the School District. Any Association member filing a written grievance without the consent of the Association will bear all costs of the grievance.
1. **Contract Grievance** A contract grievance shall mean an allegation by the Association that the provisions of this Contract have been violated, misinterpreted, or misapplied. A contract grievance may be processed through the entire procedure established by this Article, including arbitration.
 2. **Policy Grievance** A policy grievance shall mean an allegation by the Association that an employment-related policy of the School District has been violated, misinterpreted, or misapplied. A policy grievance may be processed through the grievance procedures hereinafter set forth to the level of the School Board, but shall not be subject to arbitration.
- B. **Representative** The Association, or School District may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.
- C. **Definitions and Interpretations**
1. **Time Limits** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the building principal setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty-one days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the building principal.
 2. **Extension** Time limit specified in this Article may be extended by mutual agreement.
 3. **Days** Reference to days regarding time periods in this procedure shall refer to teacher duty days.
 4. **Computation of Time** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

5. Filing and Postmark The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail or verifiable by other means within the time period.
 6. Deduction in Pay-Arbitration There shall be no deduction in pay for a teacher for attendance at a grievance arbitration meeting held during the teacher's duty day for the purpose of arbitration of that teacher's grievance. The Association may assist and/or represent the teacher in such arbitration and, if so the Association shall bear the cost for a substitute teacher for the Association representative, or for the teacher whose grievance is subjected to arbitration, at the Association's option, but in no event shall the School District be required to pay for more than one teacher representative at such arbitration meeting.
- D. Adjustment of Grievance The School District and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner.
1. Informal Procedure If a teacher feels that a grievance exists, the teacher shall first discuss the matter with the Principal, Supervisor, or Administrator to whom the teacher is directly responsible, in an effort to resolve the problem informally. A teacher may request that a member rights advocate be present at the meeting. If after such discussion the teacher is not satisfied with the disposition of the matter, the teacher shall have the right to have a representative assist in further efforts to resolve the problem informally with the principal, supervisor or administrator involved.
 2. Level I A written grievance, signed by the teacher involved must be presented to the responsible administrator within the time limits provided in Section XVII (CI). The responsible administrator shall meet with the teacher within seven (7) days after receipt of the written grievance and give written answer to the grievance within five (5) days of the meeting. The teacher has ten (10) days in which to either accept the answer or appeal it in writing to the next level.
 3. Level II If the grievance has not been resolved in Level I, it may be processed to Level II by presenting the written grievance to the superintendent. The superintendent or her/his designee shall meet with the teacher within ten (10) days after receipt of the written appeal to discuss the problem. Within seven (7) days of the meeting, the superintendent or her/his designee shall submit her/his written answer to the grievant. The teacher has ten (10) days in which to accept the answer or appeal it in writing to the next level. Such appeal shall be served in the office of the superintendent.
 4. Level III If the grievance has not been resolved at Level II, the grievance may be presented to the School Board for consideration. The school board reserves the right to review or not review the grievance but must make the decision within fifteen (15) days after receipt of the written appeal. In the event the school board chooses to review the grievance, the board or a committee thereof shall within fifteen (15) days, meet to hear the grievance. After this meeting, the board shall have a maximum of fifteen (15) days in which to answer the grievant in writing.

- E. School Board Review The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.
- F. Denial of Grievance Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.
- G. Arbitration Procedures In the event the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.
1. Request A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed with the superintendent within ten (10) days following the decision in Level III of the grievance procedure.
 2. Prior Procedure Required No grievance will be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
 3. Selection of Arbitrator Upon the proper submission of a grievance under the terms of this procedure, the School Board and the Association shall, within five (5) days after the request to arbitrate attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either the School Board or the Association may request the Bureau of Mediation Services (BMS) to submit a list of five (5) arbitrators, providing such a request is made within twenty (20) days after request for arbitration. The School Board and the Association shall select an arbitrator in accordance with the rules and regulations of the BMS. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the BMS within the time periods provided herein shall constitute a waiver of the grievance.
 4. Submission of Grievance Information
 - a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the school district, the submission of the grievance which shall include the following:
 - (i) the issues involved
 - (ii) statement of the facts,
 - (iii) position of the grievant, and
 - (iv) the written documents relating to Article XVI, G-1.
 - b. The School District shall make a similar submission of information to the Arbitrator with a copy to the Association relating to the grievance five (5) days before the time of the hearing.

- c. The School District and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely upon any evidence not previously disclosed to the other party. However, in the event that new information of fact becomes evident, and in the opinion of either party could influence the decision reached in Level III, then, provided that the arbitration proceeding has not commenced, either party may resubmit the grievance to the Level III grievance procedure of Article XVII, D-4 and the other party shall be bound to such re-submittal of the grievance to Level III.
5. **Hearing** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer Testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing *de novo*.
6. **Decision** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided by the PELRA.
7. **Expenses** Each party shall bear its own expenses in connection with arbitration including expenses related to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration except as specifically agreed in Article XVI (C6).
8. **Jurisdiction** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as to the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator shall give due consideration to the statutory rights and obligations of the public school board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.
9. **Reprisals** No reprisals of any kind will be taken by the School District or the administration against any teacher because of participation in the Grievance Procedure.

Article XVIII. No Strikes - No Lock Out

- A. No Strikes During the term of this Contract neither the Association nor any individual shall engage in any strike.
- B. No Lock Out During the term of this Contract the Employer agrees that it will not engage in any lockout of teachers.

Article XIX. Progressive Discipline

- A. Progressive Discipline The School District recognizes the concept of progressive discipline consisting of formal actions of: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) discharge. An oral reprimand is given to alert a staff member to a situation or behavior that needs to be addressed immediately. It is given orally, directly to the teacher and is identified as an oral reprimand. A follow up written summary of the conversation is given to the teacher. The written summary is not placed in the teacher's personnel file. A copy will be kept in the Principal's administrative file. A conference between the teacher and her/his supervisor shall be held prior to the imposition of written reprimand, suspension without pay or discharge. These disciplinary actions, written reprimand, suspension without pay and discharge, will be documented and maintained in the personnel file. Normally, the School District will utilize the levels of progressive discipline, in order. However, in the case of more serious infractions, the School District reserves the right to impose discipline, at any level consistent with the seriousness of the infraction. Normally, a written reprimand and time to correct, when appropriate, will precede suspension without pay or discharge.
- B. Grounds for Disciplinary Action The imposition of an oral reprimand shall not be subject to the grievance procedure. A teacher may challenge the contents of any written materials pursuant to the provisions of Minn. Stat. 122A.40, Subd. 19. A teacher shall be suspended without pay only for just cause and such action shall be subject to the grievance procedure. A teacher who is the subject of a discharge shall be governed by Minn. Stat. 122A.40, and such action shall not be subject to the provisions of this Article.
- C. Opportunity to Meet Suspension without pay shall be imposed only by the superintendent. If suspension without pay is to be considered pursuant to Section B hereof, the teacher shall be afforded the opportunity to meet with the superintendent. The teacher may elect to have representation in attendance at such meeting. In the absence of the superintendent, another district office administrator may act as the superintendent's designee for purposes of this section.
- D. Subject to Arbitration Suspension without pay shall take effect only after written notification from the superintendent to the teacher stating the grounds for suspension without pay. The teacher shall have the right to invoke grievance procedures set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the superintendent within five (5) working days after receipt of written notice of suspension without pay. The arbitrator's authority shall include a review of whether the

suspension without pay, and length thereof, was appropriate considering the circumstances surrounding the action.

- E. Time of Suspension Suspension without pay shall take effect upon receipt by the teacher of the written notice of suspension or shall take effect as otherwise indicated in the written notice. The suspension shall continue in effect for the time period provided in the written notice of suspension without pay. The maximum suspension without pay shall not exceed the length of one school year.
- F. Suspension With Pay The parties acknowledge that the School District has the right to impose a suspension with pay as a disciplinary action under special circumstances. Such an action on the part of the School District would be subject to just cause standard as provided for suspensions without pay.
- G. Application of Suspension without Pay Suspension without pay shall not apply to a teacher who is removed from duty pending investigation of allegations, which period shall be covered by a paid suspension and which shall not be subject to the grievance procedure.

Article XX. Early Childhood Family Education Teachers

All sections of the SAVEA contract will apply to ECFE/ECSE licensed teachers as noted in each section.

SCHEDULE A
BASIC SALARY SCHEDULE
2025-2026

Performance	Sem	BS	BS10	BS20	BS30	BS40	MA	MA10	MS20	MA30	MA40	Doctoral
Incentive	Qtr	BS	BS15	BS30	BS45	BS60	MA	MA15	MA30	MA45	MA60	Doctoral
1		45950	46950	47950	48950	49950	51950	53150	54450	55900	57500	59300
2		46950	48350	49350	50250	51250	54250	54650	56050	57550	59300	61250
3		47950	49750	50750	51550	52550	55550	56150	57650	59200	61100	63200
4		48950	51150	52150	52850	53850	53850	56850	57650	59250	62900	65150
5		49950	52550	53550	54150	55150	58150	59150	60850	62500	64700	67100
6		50950	53950	54950	55450	56450	59450	60650	62450	64150	66500	69050
7		51950	55350	56350	56750	57750	60750	62150	64050	65800	68300	71000
8		52950	57350	58450	58950	60050	63750	65150	66650	68250	70500	72950
9		53950	59350	60550	61150	62550	66750	68150	69450	70700	72700	74900
10		54950	61350	62650	63350	65050	69750	71150	72250	73150	74900	76850
11			63250	64750	65550	67550	72750	74150	75050	75600	77100	78800
12			65380	67080	71080	75080	79080	82080	85780	87080	88580	90080
13			66480	69180	72233	76181	80130	83016	86515	87827	89327	90827
14			68680	70480	73386	77283	81179	83951	87250	88574	90074	91574
15				71780	74539	78384	82229	84887	87986	89321	90821	92321
16				73030	75692	79486	83279	85823	88721	90068	91568	93068
17				74280	76845	80587	84329	86758	89456	90815	92315	93815
18					77999	81689	85378	87694	90191	91561	93061	94561
19					79152	82790	86428	88629	90926	92308	93808	95308
20					80305	83892	87478	89565	91661	93055	94555	96055
21					81458	84993	88528	90501	92397	93802	95302	96802
22					82611	86095	89577	91436	93132	94549	96049	97549

For the **2025-2026** School Year - All teachers will receive a \$575 stipend prorated to the portion of the 25-26 school year worked.

SCHEDULE B
BASIC SALARY SCHEDULE
2026-2027

Performance	Sem	BS	BS10	BS20	BS30	BS40	MA	MA10	MS20	MA30	MA40	Doctoral
Incentive	Qtr	BS	BS15	BS30	BS45	BS60	MA	MA15	MA30	MA45	MA60	Doctoral
1		46961	47983	49005	50027	51049	53093	54319	55648	57130	58765	60605
2		47983	49414	50436	51356	52378	55444	55852	57283	58816	60605	62598
3		49050	50845	51867	52684	53706	56772	57385	58918	60502	62444	64590
4		50027	52275	53297	54013	55035	58101	58918	60554	62189	64284	66583
5		51049	53706	54728	55341	56363	59429	60451	62189	63875	66123	68576
6		52071	55137	56159	56670	57692	60758	61984	63824	65561	67963	70569
7		53093	56568	57590	57999	59021	62087	63517	65459	67248	69803	72562
8		54115	58612	59736	60247	61371	65153	66583	68116	69752	72051	74555
9		55137	60656	61882	62495	63926	68219	69649	70978	72255	74299	76548
10		56159	62700	64028	64744	66481	71285	72715	73840	74759	76548	78541
11		57166	64642	66175	66992	69036	74351	75781	76701	77263	78796	80534
12		59172	66818	68556	72644	76732	80820	83886	87667	88996	90529	92062
13		61149	67943	70702	73822	77857	81893	84842	88418	89759	91292	92825
14		62125	70191	72031	75000	78983	82965	85798	89170	90523	92056	93589
15				73590	76179	80108	84038	86755	89922	91286	92819	94352
16				74637	77357	81235	85111	87711	90673	92049	93582	95115
17				75914	78536	82360	86184	88667	91424	92813	94346	95879
18					79715	83486	87256	89623	92175	93575	95108	96641
19					80893	84611	88329	90579	92926	94339	95872	97405
20					82072	85738	89403	91535	93678	95102	96635	98168
21					83250	86863	90476	92492	94430	95866	97399	98932
22					84428	87989	91548	93448	95181	96629	98162	99695

Staff will continue accruing steps with a loyalty stipend added to their salary anywhere a salary is not listed. The table below offers an illustrative example but is not complete.

\$300 loyalty stipend

23	step 22 salary + \$300
24	step 22 salary + \$600
25	step 22 salary + \$900
26	step 22 salary + \$1200
etc.	

Schedule C
Athletic Extra Pay Schedule

<u>Activity</u>	<u>2022-23 (for reference)</u>	<u>2025-2027</u>
<u>Baseball</u>		
Head Coach	5,452	<i>See Schedule C Competitive and Performance Payscale</i>
2 Assistant Coaches	3,558	
<u>Bowling</u>		
Head Coach	675	
<u>Boys Basketball</u>		
Head Coach	7,265	
2 Assistant Coaches	4,968	
<u>Girls Basketball</u>		
Head Coach	7,265	
2 Assistant Coaches	4,968	
<u>Cross Country</u>		
(Boys and Girls)		
Head Coach	4,568	
2 Assistant Coaches	2,196	
<u>Football</u>		
Head Coach	7,265	
4 Assistant	4,968	

Boys Golf

Head Coach	4,243
.5 Assistant	2,196

Girls Golf

Head Coach	4,243
.5 Assistant	2,196

Gymnastics

Head Coach	7,265
2 Assistant Coaches	4,968

Boys Soccer

Head Coach	5,452
2 Assistant Coaches	3,558

Girls Soccer

Head Coach	5,452
2 Assistant Coaches	3,558

Softball

Head Coach	5,452
2 Assistant Coaches	3,558

Swimming

Head Coach	7,265
1.5 Assistant Coaches	4,968

Boys Tennis

1 Head Coach	4,243
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1 Assistant Coach	2,196
<u>Girls Tennis</u>	
1 Head Coach	4,243
1 Assistant Coach	2,196
<u>Volleyball</u>	
Head Coach	7,109
2 Assistant Coaches	4,968
3 MS Coaches	1,989
<u>Boys and Girls Track</u>	
2 Head Coaches	4,569
4 Assistant Coaches	2,196
<u>Middle School Track</u>	
Head Coach	1,989
3 Assistant Coaches	1,467

<u>1. Activities</u>	<u>2022-23 (for reference)</u>	<u>2025-2027</u>
<u>Senior High</u>		
Cheerleader Advisor - Fall	1,473	<i>See Schedule C Competitive and Performance Payscale</i>
Cheerleader Advisor - Winter	2,080	
Knowledge Bowl Head Coach	3,264	
Assistant Knowledge	1,631	
Math Team Head Coach	1,524	
<u>Plays - One Act</u>		
Director	1,550	

SAVEA Master Contract
2025-2027

Plays - Full Length	
Director	3,363
Assistant Director	675
<u>Plays - Musical</u>	
Director	3,363
Vocal Director	1,914
Band Director	1,914
Assistant Director	675
Tech Director	675
Choreographer	675
Accompanist	675
RoboHuskie Coach	2,332
Assistant RoboHuskie	1,165
Speech Coach	3,724
Assistant Speech Coach	2,635
Science Bowl Coach	675
Science Olympiad Coach	675
<u>Middle School</u>	
Quiz Bowl	1,739
Speech	2,270
Assistant Speech (28 students)	1,350

Schedule D
General Extra Duty Pay Schedule

<u>1. Coordinators</u>	<u>2025-2026</u>	<u>2026-2027</u>
Freshman Class Advisor	\$313	\$316
Sophomore Class Advisor	\$313	\$316
Junior Class Advisor	\$1,093	\$1,104
Senior Class Advisor	\$1,404	\$1,418
<u>2. Instructional (per hour)</u>		
Classroom Substitute	\$47.29	\$47.76
Homebound tutor	\$44.40	\$44.84

Licensed Voc. Ed. (Teacher assigned as) \$591 (2025-2026) and \$597 (2026-2027) per year in addition to teacher's Salary Schedule; prorated - minimum \$250.

Elementary Combination Grades (Teacher assigned to) - Classroom teachers in grades 1-6 who have been assigned self-contained combination grades, excluding special education and departmentalization, shall receive an additional \$1166 (2025-2026) and \$1177 (2026-2027) per year.

Leadership monies previously paid under Schedule D will be allocated at the building level. Building principals will make the determination with consultation from the building leadership team, which includes teachers. Allocations are as follows:

<u>Leadership Monies</u>	<u>2025-2026</u>	<u>2026-2027</u>
Special Education	\$2678	\$2704
Wilshire Park	\$11,485	\$11,600
Middle School	\$7952	\$8031
High School	\$10,013	\$10113

Administrative requests for extended duty days should be paid on a prorated basis.

In place of a mileage allowance, travel between school buildings for instructional purposes will be compensated at a rate of \$1.00/day.

<u>1. Activities</u>	<u>2025-2026</u>	<u>2026-2027</u>
<u>Senior High</u>		
6 Club Advisors	\$709	\$716
National Honor Society	\$1487	\$1502
Student Council Advisor	\$3695	\$3732
Yearbook	\$4223	\$4265
<u>Middle School</u>		
5 Club Advisors	\$709	\$716
Drama	\$2881	\$2909
Assistant Drama (28 students)	\$1827	\$1845
Student Council	\$3695	\$3732
Yearbook	\$1334	\$1348
<u>Wilshire Park</u>		
4 Club Advisors	\$709	\$716
<u>2. Supervision</u>		
<u>High School and Middle School</u>		
Extracurricular Supervision (hourly)	\$27.32	\$27.59
<u>Wilshire Park</u>		
Book Room Supervision	\$679	\$686
Bus/Door Supervision	\$1188	\$1200
Patrol Safety Advisor	\$775	\$782
<u>3. Music</u>		
<u>High School</u>		
Head Band Director	\$4748	\$4795
Associate Band Director	\$2335	\$2358

SAVEA Master Contract
2025-2027

Assistant Band Director	\$1168	\$1179
Vocal Director	\$2335	\$2358
Wilshire Park		
Vocal - Elementary	\$2335	\$2358
Vocal - Elementary Assistant	\$1140	\$1152

Weight room supervisor: A weight room supervisor will receive one hour of supervisory pay per day for after school weight room supervision. This is applicable only for student contact days.

Curriculum writing time for teachers shall be paid at a rate of \$21.87 per hour in the 2025-2026 and \$22.09 in the 2026-2027 school year.

The District Chemical Safety Officer shall be paid an annual stipend of \$1093 in the 2025-2026 and \$1104 in the 2026-2027 school year.

Summer School Salary Schedule

YEAR	STEP	BA- BA 60 (Qtr) or BA 40 (sem) Hourly Rate	MA - Doctoral (Qtr) or Doctoral (sem) Hourly Rate
2025-2026	1-3 Years	\$36.90	\$38.22
2025-2026	4+ Years	\$37.75	\$39.90
2026-2027	1-3 Years	\$37.26	\$38.60
2026-2027	4+ Years	\$38.13	\$40.29

Agreed to as the full and complete understanding between the parties as attested to by the signatures of the following representative of the School Board and the Association.

FOR THE ASSOCIATION

FOR THE SCHOOL BOARD

Jan M Nelson 04/09/26 C Palmer 4/7/24

President or Designee

Date

Board Chair

Date

SEV. B. R. 4/9/26

Co-Lead Negotiator

Date

C. Deaton 4/7/24

Board Clerk

Date

NS 4/9/26

Co-Lead Negotiator

Date

MEMORANDUM OF AGREEMENT
Between the
St. Anthony Village Education Association
And
Independent School District #282
Regarding Salary Schedule C

This Memorandum of Agreement (“MOA”) is entered into by and between the St. Anthony Village Education Association (“SAVEA”) and Independent School District #282 (“District”).

WHEREAS, the SAVEA and the District are parties to a Master Agreement, which governs the general terms and conditions of employment for teachers; and

WHEREAS, Article IX, Additional Assignments, Section D, Extracurricular Assignments and Section F, Status of Schedules C and D of the Master Agreement specifies the extracurricular positions available along with their rate of pay;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of MOA. This MOA will be in effect for the 2024-25 school year and until it is superseded by language in the Master Agreement.
2. Salary Schedules C. The parties created a joint Labor Management Committee that reviewed the current language / salary schedule and developed an alternative athletics and activities pay schedule (previously known as salary schedule C).
3. The alternative athletics and activities pay schedule (previously known as salary schedule C) will go into effect beginning with the 2024-25 school year.
 - a. The Athletic and Activities Director’s office will make the payscale available to Union leadership.
 - b. Changes to the pay scale must be approved by a joint labor - management committee with equal voting power.
 - c. The payscale may be revoked by either the union or administration. In that event, applicable pay will revert to the 2021-2023 Master Agreement Schedule C and D along with mutually agreed cost of living adjustment and position additions or subtractions.
4. The District and SAVEA leadership will review the alternative athletics and activities pay schedule annually.
5. No Precedent or Past Practice. Nothing in this MOA shall be deemed to establish a precedent or practice to alter any established precedent or practice arising out of or relating to the Master Agreement between the SAVEA and the District. No party may submit this MOA in any proceeding as evidence of a precedent or practice.

Entire Agreement. This MOA constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

AUTHORIZED UNION REPRESENTATIVE

Date: 04/09/26

Juan M. Nelson
Union President

Date: 4/9/26

[Signature]
Lead Negotiators

**INDEPENDENT SCHOOL
DISTRICT NO. 282,**

Date: _____

[Signature] 4/7/26
Superintendent

Date: _____

[Signature] 4/7/26
School Board Chair

**AMENDMENT TO THE
MEMORANDUM OF AGREEMENT
BETWEEN THE ST. ANTHONY VILLAGE EDUCATION ASSOCIATION
AND
INDEPENDENT SCHOOL DISTRICT #282
REGARDING Board Credits**

This Memorandum of Agreement ("MOA") is entered into by and between the St. Anthony Village Education Association ("SAVEA") and Independent School District #282 ("District").

WHEREAS, the SAVEA and the District are parties to a Master Agreement, for the period of July 1, 2023 through June 30, 2025, which governs the general terms and conditions of employment for teachers, and

WHEREAS, Independent School District #282 ("District") will offer Board Credit as a means to provide certified staff another opportunity for professional development in order to further advance instructional practices, increase student achievement for all students and advance existing and potential programming,

WHEREAS, Board Credit is also a means for certified staff to advance lanes according to this contract;

And

WHEREAS, clarification of expectations below has become necessary based on conversations during the 2025-27 contract negotiation process

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. By September 15, 2026, the District (Superintendent / Office of Human Resources / and/or Designee) along with SAVEA selected representatives shall begin meeting to develop Board Credit course Implementation Guidelines based on the District's current Board Credit offerings (Wellness / Resilience). Guidelines will include:
 - a. Hour requirements per board credit

	2025-2026	2026-2027
STE	BS + 2%	BS + 2%
P		
-		
1	44,586	45,567
2	45,610	46,613
3	46,498	47,521
4	48,216	49,277
5	49,407	50,494
6	51,473	52,605
7	53,419	54,594
8	54,762	55,967
9	56,216	57,453
10	59,095	60,395
11	59,095	60,395
12	59,095	60,395
13	64,942	66,371
14	64,942	66,371
15	64,942	66,371
16	66,600	68,065
17	66,600	68,065
18	67,809	69,301
19	67,809	69,301
20	69,017	70,535
21	69,017	70,535
22	69,017	70,535
23	69,017	70,535
24	69,017	70,535
25	70,326	71,873
26	70,476	72,026
27	70,626	72,180
28	70,776	72,333

1. By September 15, 2026, the District (Superintendent / Office of Human Resources / and/or Designee) along with SAVEA selected representatives shall begin meeting to develop Board Credit course Implementation Guidelines based on the District's current Board Credit offerings (Wellness / Resilience). Guidelines will include:
 - a. Hour requirements per board credit
 - b. Compensation for instructional staff for each board credit
 - c. Timeline / number of board credits to be offered each school year
 - d. Potential language for the 2027-2029 SAVEA Master Agreement
 - e. Potential use of NEA Microcredentials
2. The District will guarantee at least 2 board credit offerings for all licensed staff for the 2026-27 school year. These credits can be the current offerings (Wellness, Resilience, LETRS, OL & LA). Registration for these credits will be no earlier than September 15, 2026 and no later than October 1, 2026.
3. The District will guarantee an additional 3 board credits for the 2027-2028 school year. SAVEA will guarantee one additional board credit for the 2027-2028 school year. Registration for these credits will be no earlier than September 15, 2027 and no later than October 1, 2027.
4. The district shall allow licensed staff to earn Board Credits to advance lanes. One board credit is the equivalent of one semester graduate credit. All scheduled / in progress board credits shall be honored when completed. Once a board credit has been earned, it cannot be removed.
5. For anyone who was employed during the 2023-24 school year and whose education preparation lane was BA may continue in the 22-23 Master Agreement at BA +2% lane until they move out of it via lane change or until June 30th 2028, whichever occurs first.
6. Any teacher who is in the BA lane and shows documentation of being enrolled in a masters program and provides transcripts per semester to the Human Resources office can stay in the 22-23 Master Agreement at BA +2% BA lane until the conclusion of the 2027-29 Master Agreement, whichever occurs first.
7. This MOA expires on June 30, 2029.

Entire Agreement. This MOA constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below. By signing below, each party acknowledges that it understands and voluntarily agrees to be legally bound by all terms of the MOA.

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

AUTHORIZED UNION REPRESENTATIVE

Date: 04/09/26

Jan M Nelson
Union President

Date: 4/9/26

[Signature]
Lead Negotiators

**INDEPENDENT SCHOOL
DISTRICT NO. 282,**

Date: 04/07/2026

[Signature]
Superintendent

Date: 04/07/2026

Cassandra Palmer
School Board Chair

MEMORANDUM OF AGREEMENT
Paid Family Medical Leave (PFML)

This Memorandum of Agreement (“MOA”) is entered into by St. Anthony Village Education Association (“the Union”), and Independent School District 282 (“the District”).

WHEREAS, the Union and the District are parties to a 2025-2027 Master Agreement governing the terms and conditions of employment for licensed educators who are employed by the District;

WHEREAS, the Minnesota legislature passed Paid Family Medical Leave (PFML), also known as Minnesota Paid Leave (MPL) legislation went into effect January 1, 2026:

NOW, THEREFORE, the parties mutually agree to the following terms to remain in effect until the 2025-2027 Master Agreement is ratified:

1. **Implementation and Compliance:** Implementation of the Paid Family Medical Leave program, MN Statute Chapter 268B, is currently scheduled to begin on January 1, 2026. The district will implement this program pursuant to applicable law.
2. **Premium Contributions:** Premium payments for the Paid Family Medical Leave program will begin to be deducted from employee paychecks on January 1, 2026.
3. **Eligibility:** Employees are eligible to participate in Paid Family Medical Leave pursuant to MN Statutes 268B et seq., Family and Medical Benefits.
4. **Notice:** Pursuant to Minnesota Statute Section 268B.085, employees taking Paid Family Medical Leave shall provide the District with thirty (30) days notice prior to the start of leave when possible. If 30 days notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances or a medical emergency, notice must be given as soon as practicable.
5. **Collaboration:** The parties will jointly discuss language that will be brought forward for the 2027-2029 Master Agreement. The District and SAVEA are not required to agree to the proposals for inclusion in the Master Contract.
6. **Waiver of Grievance Timelines:** For any grievance arising out of the interpretation or application of this MOA, PFML benefits or language in the Master Agreement in conjunction with PFML benefits, the specific time limits and filing deadlines set forth in Article XVII, Section C (1-5) and Section D (2-4) of the Master Agreement are hereby waived. The parties agree that such grievances shall not be deemed invalid or waived due to the passage of time, provided they are initiated within a reasonable period during the life of this MOA. All other procedural steps of Article XVII not related to specific calendar-day deadlines shall remain in effect.

7. Practice: No administrative practices and implementations established during this MOA shall be seen as establishing precedent or will be required in future practice.
8. Legal Changes: To the extent that changes in the applicable law occur that conflict with terms in this MOA, the legal requirements shall prevail.

No Precedent or Past Practice

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

Entire Agreement

This MOA constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

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

AUTHORIZED UNION REPRESENTATIVE

Date: 04/09/26

Juan M Nelson
Union President

Date: 4/9/26

[Signature]
Lead Negotiators

INDEPENDENT SCHOOL DISTRICT NO. 282,

Date: 04/07/2026

[Signature] 4/7/26
Superintendent

Date: 4/7/26

Palmer
School Board Chair







Laura Haupt-Coleman_202604081248

Final Audit Report

2026-04-08

Created:	2026-04-08
By:	Laura Haupt-Coleman (lhauptcoleman@isd282.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPB1plgmv_-0uWNkxfe0Cjqcizl_F-Jng

"Laura Haupt-Coleman_202604081248" History

-  Document created by Laura Haupt-Coleman (lhauptcoleman@isd282.org)
2026-04-08 - 5:52:09 PM GMT
-  Document emailed to cpalmer@isd282.org for signature
2026-04-08 - 5:55:42 PM GMT
-  Email viewed by cpalmer@isd282.org
2026-04-08 - 5:56:03 PM GMT
-  Signer cpalmer@isd282.org entered name at signing as Cassandra Palmer
2026-04-08 - 5:58:24 PM GMT
-  Document e-signed by Cassandra Palmer (cpalmer@isd282.org)
Signature Date: 2026-04-08 - 5:58:26 PM GMT - Time Source: server
-  Agreement completed.
2026-04-08 - 5:58:26 PM GMT



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