

ADMINISTRATORS AGREEMENT

2025-2027

Between

**St. Cloud Area School District 742
St. Cloud, Minnesota**

and

St. Cloud Administrators Association

ST. CLOUD ADMINISTRATORS ASSOCIATION

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AN AGREEMENT BETWEEN ST. CLOUD AREA SCHOOL DISTRICT 742 AND THE ST. CLOUD ADMINISTRATORS ASSOCIATION OF ST. CLOUD

ARTICLE I – PURPOSE

Section 1.1. Parties. This Agreement is established by the School Board of St. Cloud Area School District 742, hereinafter referred to as the School District, and the St. Cloud Administrators Association, hereinafter referred to as the SCAA, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for SCAA members during the term of this Agreement.

ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 2.1. Recognition. In accordance with the PELRA, the School District recognizes the St. Cloud Administrators Association as the exclusive representative of Directors, Assistant Directors and Licensed Supervisors employed by the School Board of Independent School District 742. The SCAA will have those rights and duties as prescribed by the PELRA and as described in this Agreement.

Section 2.2. Appropriate Unit. The SCAA will represent all Directors, Assistant Directors and Licensed Supervisors of the School District as defined in this Agreement and in the PELRA.

Section 2.3. Unit Dispute. Disputes, which may occur over the inclusion or exclusion of proposed new or revised positions in the unit, shall be subject to the meet and confer process. If the dispute is not resolved, the issue shall be referred to the Bureau of Mediation Services for determination.

ARTICLE III – DEFINITIONS

Section 3.1. Terms and Conditions of Employment. Shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than School District employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, staffing ratios, and the School District's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district. "Terms and conditions of employment" is subject to the provisions of PELRA. In the case of school employees, the "terms and conditions of employment" includes adult-to-student ratios in classrooms, student testing and student-to-personnel ratios.

Section 3.2. Administrator. For purposes of this Agreement "Administrator" will mean any person employed by the School District in a Director, Controller, Assistant Director, or Licensed Supervisor position. Members of this unit may be referred to as

“administrators” for purposes of this Agreement. The term “Administrator” as used herein will not include the Superintendent, Assistant Superintendent, Executive Directors, or other administrators serving as department supervisors or coordinators, or part-time or temporary employees whose services do not exceed the lesser of thirty-five percent (35%) of the normal work week within the bargaining unit or fourteen (14) hours per week or employees who hold a position that is basically temporary or seasonal in character and is not for more than sixty-seven (67) working days in any calendar year, and emergency employees.

Section 3.3. School District. For purposes of administering this Agreement, the term “School District” shall mean the School Board or its designated representative.

Section 3.4. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV – SCHOOL DISTRICT RIGHTS

Section 4.1. Inherent Managerial Rights. The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, the selection of personnel and direction of personnel.

Section 4.2. Management Responsibilities. The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 4.3. Effect of Laws, Rules and Regulations. The SCAA recognizes that all employees covered by this Agreement will perform the services prescribed by the School District and will be governed by School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this Agreement and which are issued by properly designated officials of the School District. Any provision of this Agreement found in violation of any law, rule or regulation there under, will be without force or effect.

Section 4.4. Reservation of Managerial Rights. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V – ADMINISTRATORS’ RIGHTS

Section 5.1. P.E.L.R.A. Rights. The School District recognizes all administrators’ rights as provided for in the P.E.L.R.A.

Section 5.2. Dues Deductions. The School District shall deduct from the wages (by payroll deduction) the yearly dues of the Association for all administrators who authorize such deductions in writing. Provided, that the deduction of such dues, and the proceeds thereof, shall be waived in the event the administrator loses the right to dues deduction pursuant to the P.E.L.R.A.

1. The deduction shall be made by payroll deduction based on the number of checks received by the administrator.
2. The total amount of yearly dues for one Local, State and National Organization and the amount to be deducted shall be specified by the administrator on the authorization card furnished by the Association.
3. The Association shall indemnify and save harmless the School District for the deductions made under this authorization.
4. All dues deducted by the School District, pursuant to the authorization of the administrator, shall be promptly remitted to the Association.

Section 5.3. Pursuant to the P.E.L.R.A. Nothing contained in this Agreement shall be construed to limit the expression or communication of a view, grievance, complaint, or opinion on any matter related to contract administration and the condition of public employment or their betterment so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

ARTICLE VI – COMPENSATION

Section 6.1. Compensation. All terms and conditions relating to compensation shall be governed by this Section.

Section 6.2. Salary Ranges. The following salary ranges shall be created for each classification listed below. These pay ranges are effective only for the 2025-2027 school years and are not to be construed as part of the continuing contract. Salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. The number and titles of administrative positions are subject to Superintendent discretion from year-to-year based on a flexible administrative structure designed to meet district needs within school district budget priorities as established by the Superintendent and the School Board.

See Appendix A for Current Position Titles by Level	DUTY DAYS	NON-DUTY DAYS	2025-2026	2026-2027
School Based Leadership	230	30	115,000 – 135,000	120,000 – 135,000
Districtwide Instructional Leadership	230	30	110,000 – 135,000	115,000 – 135,000
District Program Leadership	230	30	100,000 – 125,000	105,000 – 125,000
Specialized Leadership	220	40	95,000 – 115,000	100,000 – 115,000

Section 6.3. Initial Salary Placement. New administrators will be placed within their respective salary range based on education and administrative experience at the discretion of the School District based on the recommendation of the Executive Director of Human Resources.

Section 6.4. Salary Advancement. An employee shall be eligible for salary advancement on July 1 if employed in a unit position prior to March 1 of that year. An employee hired after March 1 shall not be eligible for salary advancement until the following July 1. A salary increase is not automatic and is effective only upon affirmative action of the school board. The District reserves the right to withhold a salary increase in individual cases for good and sufficient reasons. The superintendent shall give written notice and the reason for such action.

For 2025-2026, eligible directors shall receive a salary increase of \$3,000. In addition, there shall be market range adjustments for Special Education positions.

For 2026-2027, eligible directors shall receive a salary increase of \$2,300.

Section 6.5. Longevity Pay. Effective July 1, 2021, in addition to an Administrator's pay on the regular salary schedule, Administrators will earn longevity pay consistent with section 6.4 above, based on their current year of continuous service in the SCAA (including continuous service in a position that is now in this unit or years of service in the SCPA) as follows:

2025-2026

Current Year of Service	Longevity Pay
5 – 9	\$2,000
10 – 12	\$3,000
13 – 15	\$4,000
16 +	\$5,000

2026-2027

Current Year of Service	Longevity Pay
5 – 7	\$2,000
8 – 10	\$3,000
11 – 13	\$4,000
14 +	\$5,000

Longevity will be paid separately in two (2) equal payments with the November 15 payroll and the March 31 payroll. Administrators must be in payroll status on those dates to be eligible for payment.

Section 6.6. Pay Schedule. Administrators will be paid their annual salary over 24 pay periods from July 1 through June 30 of each year to be paid on the 15th and the last day of each month.

Section 6.7. Mileage. Administrators who may be required to use their own automobile in the performance of their duties shall be reimbursed for all such travel at the I.R.S. approved rate. When the rate is changed, the new rate will be paid effective January 1, subsequent to the change. All travel reimbursements shall be subject to the School District's approval and shall be only for driving done between assigned locations. Noon hour travel, except to reach an assigned location, is not reimbursable.

Section 6.8. Summer Evaluation Team. A Special Education Supervisor who supports the summer Birth-to-Three evaluation team shall be compensated on a pro-rated basis based on their daily rate of pay. Days compensated for summer evaluation team support shall not be counted as part of the administrator's duty days under section 6.2.

Section 6.9. Doctorates. An administrator with a Doctorate degree shall receive an additional \$1,000 per annum beyond the rate specified on the Salary Schedule. Doctorate pay shall not be included in calculating the daily rate of pay.

Section 6.10. Special Duty Pay. The Superintendent shall have the discretion to provide up to ten days of additional compensation to an Administrator for duties required by the Superintendent that are outside the scope of their regular assignment.

ARTICLE VII – GROUP INSURANCE

Section 7.1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District after reviewing the recommendations of the Labor Management Committee composed of employee group and other employee representatives.

Section 7.2. Eligibility.

Subd. 1. To be eligible for benefits under this Article, an administrator must be regularly employed at least .50 FTE. Administrators working at least .50 FTE but less than full time will receive a prorated contribution to group insurance benefits based on their assigned FTE.

Subd. 2. Determination of Eligibility. An administrator's eligibility for participation in insurance benefits under this Article will be based on their assigned schedule during the first month of the school year, or at the time of hire if hired later in the school year. A reduction in hours resulting from a change in an administrator's assignment by the School District based on shortage of work or funding, shall not

affect the employee's eligibility for insurance contributions from the School District for the remainder of the School Year.

Subd. 3. Ineligible Employees. An administrator who is regularly employed less than .50 FTE shall not be eligible for the benefits of this Article. Upon termination of employment, an administrator is no longer eligible for participation in School District insurance plans effective the last day of the month following the date of termination.

Section 7.3. Medical Insurance Plan.

Subd. 1. The District will provide group health insurance pursuant to the provisions established below. It is understood that the District's only obligation is to pay such amounts as provided by the plan documents and agreed to herein and no claim will be made against the District as a result of a denial of insurance benefits pursuant to the provisions of the plan.

Subd. 2. Pursuant to the plan documents, the District will provide a high deductible health insurance plan for single and family plans. Plan coverage summaries will be provided to all participating employees.

Subd.3. HRA Contribution: The district will provide a Health Reimbursement Account for all eligible and participating employees that will be available to fund expenses relating to deductibles or co-pays under the plan. The plan year shall run from October 1 through September 30 of each year and HRA contributions will be funded on October 1 at the levels set forth below:

- 1) The District shall contribute \$1,000 per employee carrying single coverage, and \$2,000 per participating employee carrying dependent coverage.
- 2) New employees starting service after the beginning of the plan year in October will receive an HRA contribution prorated by month based on the month of their first date of service. Substitute or temporary employees will not be eligible for an HRA contribution.
- 3) Employees eligible for Employee Married to Employee (EME) coverage pursuant to Subd. 6., below, will receive an HRA contribution of \$1,500 for each employee if in single coverage plans or \$3,000 to the employee carrying a dependent coverage plan.
- 4) Employees will be allowed to roll over unused HRA dollars year-to-year up to a cap of two times the deductible for the selected single or dependent plan. At no time will an employee have access to HRA dollars in excess of the cap.
- 5) An employee eligible for retirement benefits at the time of separation from the District shall have one year to spend down any balance in the employee's HRA account pursuant to the provisions of the plan.

Subd. 4. Single Coverage. Effective October 1, 2025, the School District shall contribute a sum of not to exceed \$640.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. Effective October 1, 2026, the School District shall contribute a sum of not to exceed \$660.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by salary reduction.

Subd. 5. Family Coverage. The School District shall contribute a sum of not to exceed \$1193.00 per month toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in a School District family health and hospitalization plan. additional cost of the premium shall be borne by the employed and paid by salary reduction.

Subd. 6. Employee Married to Employee. Effective October 1, 2025, or any member of this employee group qualifying for health and hospitalization coverage under this Article, whose spouse is also a School District employee qualifying for health and hospitalization coverage, the School District shall contribute a sum not to exceed \$945.44 per month per employee toward the cost of two single insurance plans for employees without eligible dependents, and up to a total combined premium of \$2,181.90 for employees with dependents electing a family plan. The cost of the contribution to two single plans pursuant to this paragraph shall not exceed \$2,181.90, and that amount shall be split evenly between the two single plans. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 7.4. Dental Insurance. The School District shall contribute a sum of not to exceed \$32.93 per month toward the premium for single coverage, and \$78.75 per month toward the premium for dependent coverage, for each eligible employee who qualifies for and is enrolled in a single or family School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by salary reduction.

Section 7.5. Long Term Disability. The School District shall provide a group long term disability insurance program and will pay the cost of the premium for each employee eligible for benefits under this Article. The School District will pay up to \$800.00 per month toward the health and hospitalization insurance premium for an employee qualifying for long term disability benefits for a period not to exceed 17 months. An employee is not eligible for paid sick leave while receiving long term disability insurance benefits.

Section 7.6. Life Insurance. The School District shall provide \$50,000.00 in life insurance coverage for each employee eligible for benefits under this article and pursuant to the terms of the School District insurance policy. Full-time employees may purchase an additional \$100,000 of insurance. Premium payments shall be the responsibility of the employee and made by salary reduction.

Section 7.7. Insurance Work Year. Insurance contributions for employees eligible for benefits under this article shall be paid monthly for twelve months of the year from July through June.

Section 7.8. District Insurance Contributions. Employees electing district insurance coverages will be eligible for insurance contributions from the District as follows:

Subd. 1. Starting Date of Insurance. An employee whose first day of continuous employment with the District begins on or before the 15th day of the month will be eligible for insurance on the first day of continuous employment. The Employee will be responsible for the full employee portion of the premium for that month and the District will be responsible for the full employer contribution for that month.

An employee whose first day of continuous employment with the District begins after the 15th day of the month will be eligible for insurance and District contributions to premiums on the first day of the following month. An employee wishing to be immediately eligible for insurance coverage on their first day of continuous employment with the District may elect to begin coverage as of their first day of continuous employment and shall be responsible for 50% of the total monthly insurance premium without contribution from the District.

Subd. 2. Summer Insurance Contributions for School Year Employees. A regular employee who is in active service for at least sixty (60) continuous working days of the school year and is in paid status or on an approved medical leave for an FMLA qualifying event as of the last contract day of the school year, will be eligible for continuing insurance coverage during June, July and August following the school year, with the District and employee making the full scheduled premium contribution for those months.

An employee who terminates employment before the end of the school year (i.e. their last scheduled workday) shall not be eligible for District contributions to insurance premiums during June, July or August, and will be responsible for the full insurance premium if they elect to continue coverage in any insurance plans.

Subd. 3. Insurance Contributions During Unpaid Leave. Employees who are absent from work and in unpaid status in any month of the school year (September through May) will be responsible for both the District and the Employee contribution toward the monthly insurance premium for any month that they are not in active service for at least ten (10) paid days. Employees that are absent for a qualifying medical event under the Family Medical Leave Act (FMLA), and who are considered an eligible employee under the FMLA, shall receive the District contribution to their health insurance plan during an approved medical leave as required by the FMLA.

Subd. 4. Collection of Employee Share of Premium Contributions. The employee share of any premium costs will be paid through payroll deduction. Eligible employees who are required to pay any portion of their premium for group insurance benefits other than through payroll deductions, will submit a check payable to the District, pursuant to District procedures and timelines. If payment is

not received as required, coverage will terminate at the end of the month. An employee starting after the 15th of the month that elects immediate coverage shall have the option to have the 50% of the total monthly premium prorated over the remaining pay periods that year and paid by payroll deduction or may pay by check.

Subd. 5. Duration of Insurance Contribution. An employee is eligible for School District contributions as provided in this Article as long as an employee is employed by the School District. Employees whose employment terminates during the school year will be eligible for insurance and district contributions to insurance through the end of the month in which they terminate provided they pay the employee portion of the insurance premium for that month. Otherwise, the employee's insurance will terminate as of the last day of employment.

Section 7.9. Claims Against the School District. The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7.10. Medical Insurance for Retirees. Employees in this unit who are covered by a School District health and hospitalization plan at the time of retirement may continue in the plan at their own expense up to the age of 65, or longer as provided by Minnesota Law. Premium payments must be received in the Human Resources Office of the School District by the 1st day of the month of coverage.

ARTICLE VIII – LEAVES OF ABSENCE

Section 8.1. Approval. Approval for the use of accumulative leave for absences under this Article shall be consistent with the provisions of the leave policies and procedures of the School District. It is the responsibility of the administrator to notify their supervisor of absence due to illness or emergency as soon as possible to report the reason for their absence. An administrator who is absent for three continuous days without notice and approval, shall be considered to have voluntarily terminated their employment with the School District.

Section 8.2. Accumulative Leave.

Subd. 1. Eligibility. Benefits defined in this Article shall apply to all full-time and part-time administrators regularly employed at least twenty (20) hours per week and at least nine months per contract year. Part-time administrators will earn a prorated number of accumulative leave days. Substitute or temporary employees shall not be eligible for any benefits under this Article.

Subd. 2. Accrual. Administrators shall earn twelve (12) days of accumulative leave per year. Accrual of accumulative leave shall be carried over from year to year up to 480 hours, and shall be available for leaves under this Article.

Subd. 3. Deduction. Approved absences under this Article shall be deducted from accrued accumulative leave when available or by pay deduction when

accumulative leave is not available. The School District shall make deductions from accumulative leave equivalent to the actual time absent to the nearest fifteen (15) minute increment.

Section 8.3. Sick Leave.

Subd. 1. Sick Leave shall be allowed by the School District whenever an administrator is absent due to illness or injury that prevented their attendance and performance of duties on that day.

Subd. 2. Medical Certification. The School District may require an administrator to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness or injury, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 3. Illness of a Child. Sick leave may be used for the illness of an administrator's child (includes step-child), subject to the provisions of Minn. Stat. §181.9413.

Subd. 4. Family Illness Leave. Sick leave may be used for serious illness of an administrator's spouse, adult child, parent, step-parent, sibling, grandparent, grandchild (includes step-grandchild), father-in-law, mother-in-law, son-in-law or daughter-in-law. administrators who exceed five (5) days of absence for serious illness in the immediate family may be required to furnish a medical certificate indicating that a member of their family had a serious illness.

Subd. 5. Long Term Disability. Administrators eligible for long-term disability will not receive sick leave pay beyond 90 calendar days.

Section 8.4. Bereavement.

Subd. 1. Up to five (5) days of bereavement leave per incident shall be allowed for death in the administrator's immediate family. The immediate family includes: spouse, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, uncles, aunts, nephews, nieces, cousins, or any member of employee's household. All absences for bereavement of immediate family will be deducted from accrued accumulative leave.

Subd. 2. In the sole discretion of the Superintendent, an administrator may be granted additional days of bereavement leave in the case of extreme circumstances.

Section 8.5. Special Leave.

Subd. 1. Special leave, not to exceed two days per year, may be granted to administrators of this unit. Special leave is to be used for personal business that cannot be consummated outside the school day without undue hardship. Special

leave is not granted for purposes of recreation, vacation or outside gainful employment except that which is incidental in the pursuit of a school related activity.

Subd. 2. All absences under this section must be approved in advance. Leave used shall be deducted from the administrator's accumulative leave.

Subd. 3. Requests for Special Leave shall be made to the Administrator's direct supervisor and the Executive Director of Human Resources with reasonable notice in advance of the anticipated absence.

Subd. 4. Examples of legitimate claims for special leave shall include, but are not limited to the following:

- a) Matters relating to settlement of an estate in which person has legal interest.
- b) Urgent legal matters of the employee or of a member of their immediate family that require the employee's attention.
- c) Pallbearer or attendance at funeral services for persons for whom the staff member feels a moral obligation and which is not covered in other leaves of absences.
- d) Weddings in the family or an attendant at a wedding.
- e) Compelling reasons resulting from a natural disaster.
- f) Family crisis not covered by other leaves of absence.
- g) Other emergencies beyond the employee's control.
- h) Attendance at a game or event at MSHSL regional or state tournament or MSHSL final competition in which the administrator's child is competing.

Section 8.6. Childcare Leave.

Subd. 1. A childcare leave may be granted by the School District, subject to the provisions of this section. Childcare leave may be granted for the birth or adoption of a child or children, or because of the need to provide parental care for a child or children of the employee for an extended time.

Subd. 2. Written Request. All requests for childcare leave must be submitted in writing thirty (30) days prior to the anticipated commencement of the intended leave. The request will indicate the proposed commencement and termination dates for the intended leave. In the event of an emergency, the School District has the right to waive or adjust the prior notification requirement.

Subd. 3. Commencement of Leave. Leave under this section shall commence upon home placement of an adopted child or immediately after disability, or at a natural break in the school year prior to the birth or home placement of the child, or at such other date mutually agreed upon between the administrator and the School District.

Subd. 4. Duration of Leave. In making a determination concerning the duration of a childcare leave, the School District shall not, in any event, be required to:

- a) Grant any leave more than twelve (12) months in duration.
- b) Permit the employee to return to their employment prior to the date designated in the request for childcare leave except by mutual agreement.

Subd. 5. Unpaid Leave. Leave under this section shall be without pay, however, an employee may use any accrued accumulative leave that is available. Subject to a leave plan and schedule to be approved by the Superintendent or Designee, an administrator may also use available non-duty days for the school year without regard to the limitations set forth in Article IX, Section 9.5. Insurance benefits may be continued at the option and expense of the employee for any period of unpaid leave under this section.

Subd. 6. Return from Leave. An administrator returning from an approved childcare leave shall be returned to their previous position.

Section 8.7. Injuries. Administrators who are injured during a school related activity may be absent up to five (5) school days if needed. Administrators who are injured during an assault at a school related activity may be absent up to ten (10) school days if needed. The School District reserves the right to request medical certification related to the injuries before approving paid leave time. Absences under this section shall not be deducted from accumulative leave.

Section 8.8. Jury Duty Pay. All administrators required to serve on jury duty shall be paid by the School District the difference between their regular pay and jury duty pay. In implementing this section, the School District shall continue to pay the employee the regular rate of pay and the employee shall be obligated upon receipt of the jury duty pay from the governmental agency to immediately remit any witness fees received to the School District less any mileage expenses. Absences under this section shall not be deducted from accumulated leave.

Section 8.9. Workers' Compensation.

Subd. 1. Upon the request of an administrator who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District shall pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay, to the extent of the administrator's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the administrator's accumulated vacation or sick pay leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' compensation.

Subd. 3. Such payment shall be paid by the School District to the administrator only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the administrator by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the administrator.

Subd. 5. An administrator who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall work cooperatively with Human Resources to have any paid leave amounts coordinated with any payment from Workers Compensation.

Section 8.10. Unpaid Leave of Absence. At the sole discretion of the School District, an administrator may be granted a leave of absence without pay for purposes not otherwise addressed under this Article. Requests for such leaves shall be submitted in advance of the leave to the Superintendent and the Executive Director of Human Resources. The leave request shall include the proposed commencement and termination dates of the leave and the purpose of the leave.

Section 8.11. Application. The parties agree that the applicable periods of probation for administrators are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an employee's performance. The parties agree that periods of time for which the administrator is on leave under this Article shall not be counted in determining the completion of the probationary period.

Section 8.12. Retention of Earned Benefits. An administrator who returns to work from an unpaid leave within the provisions of this Article shall retain any unused leave time accumulated under the provisions of these guidelines at the commencement of the beginning of the leave. The administrator shall not accrue additional leave time during the period of absence for unpaid leave.

Section 8.13. Paid Family and Medical Leave Act Compliance.

The District acknowledges its requirement to comply with the Minnesota Paid Family Leave Act ("PFLA"), Minn. Stat. Ch. 268B, as amended. Consistent with the statute, the currently required employment tax of 0.88 percent shall be shared equally between the Employer and the Employee, with the Employer contributing 50 percent (50%) of the required statutory employment tax and the Employee contributing 50 percent (50%). PFLA leave benefits shall run concurrently with, and not in addition to, any leave benefits provided under the federal Family and Medical Leave Act ("FMLA") or other state law, where applicable. Nothing in this Agreement shall diminish or expand the rights and obligations established by the PFLA or FMLA.

Section 8.14. Insurance Participation. An administrator on unpaid leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such program as the employee wishes to retain, commencing with the beginning of the unpaid leave. The right to continue

participation in such group insurance programs, however, shall terminate if the administrator does not return to the School District pursuant to this section.

ARTICLE IX – DUTY YEAR

Section 9.1. Intent. It is the intention of the School District and the SCAA to establish in this section the Duty Year requirements for administrators to fulfill their contractual obligation to the School District.

The parties acknowledge that administrators of this unit serve a critical function in the leadership and management of the School District and must commit whatever time is necessary to accomplish their managerial duties and responsibilities. In fulfilling their professional responsibilities administrators will often be required to work more than a traditional eight-hour day and more than the minimum Duty Year established for their positions. The following provisions are intended to balance professional responsibility and accountability with administrative discretion and flexibility in the fulfillment of the contractual expectations of the School District.

Section 9.2. Duty Year. The Duty Year for administrators will run from July 1 to June 30 of each year, pursuant to the duty day provisions set forth below.

Section 9.3. Duty Days. Duty days shall include the total number of paid service days, paid holidays and paid leave days recorded in a duty year. Except in the case of compensatory flex days (See Section 9.6), duty days shall only include week days during the duty year. The number of duty days shall not be modified unless mutually agreed upon between the SCAA and the District. Administrators shall serve the minimum number of duty days required for their position and may schedule non-duty days as set forth in the table in Section 6.2 according to the provisions below.

Section 9.4. Remote Work Days. Administrators will be granted five (5) remote work days that may be used as duty days on non-teacher contact days to work remotely or from home on school business that can be performed effectively outside of their offices. Administrators interested in exercising this option must request a remote work day at least three (3) days in advance of the remote workday using the electronic time off system. Remote workdays may be requested in half or whole day increments. The District may deny a request under this memorandum by employees with a history of absenteeism or other performance concerns.

Section 9.5. Duty Day Schedule. The specific duty days for each duty year shall be established by each Administrator subject to the approval of the Administrator's supervisor. Administrators are generally expected to be in service during teacher work days, subject to the other provisions of this Article.

Section 9.6. Non Duty Days. Non-duty days may be used flexibly throughout the duty year, subject to the needs of the School District, provided they are scheduled in advance and approved by the Administrator's supervisor. Administrators are encouraged to schedule non-duty days when school is not in session. Administrators may schedule no

more than ten (10) non-duty days during days that teachers are in service, and no more than five (5) consecutive non-duty days may be scheduled at one time. Up to five (5) non-duty days may be carried over from year-to-year. Changes to these limits may be approved at the discretion of the Superintendent or their designee.

Section 9.7. Compensatory Flex Days. Weekend days and holidays will not be counted as duty days unless the administrator receives Superintendent or their designee approval in advance of the requested duty day for special circumstances that require the administrator to be on duty.

Compensatory Flex Days may be granted for attendance at conferences or workshops, for necessary travel days related to conference attendance or for other special circumstances requiring the administrator to be on duty, subject to the discretion and approval of the Superintendent or their designee.

Special Education Supervisors who are required to deliver training for licensed or non-licensed staff outside their regular workday may request up to three (3) compensatory flex days per year that may be used on non-teacher contact days.

Section 9.8. Holidays. Administrators shall be entitled to the following 11 holidays during the Duty Year:

Independence Day	December 24	Spring Break Friday
Labor Day	December 25	Memorial Day
Thanksgiving	New Years Eve	Juneteenth Day
Thanksgiving Friday	New Years Day	

In addition, Administrators are entitled to two (2) floating holidays per year, which are to be taken during non-student days unless otherwise approved by the Superintendent or designee.

Section 9.9. Mandatory Duty Days. The Superintendent reserves the right to designate specific calendar dates during the duty year as mandatory duty days when all administrators will be expected to be in service. The Superintendent will consult with the Executive Directors responsible for supervising members of the Association in determining the mandatory days for members of the Association. A schedule of mandatory duty days will be provided to administrators by June 1 for the following duty year.

Section 9.10. Duty Status. To be considered in "duty" status an administrator must be performing official functions of their position at a work site in the District, or at an approved work location out of the District with the approval of the Superintendent or their designee.

Section. 9.11. Reporting of Absences. Administrators shall timely enter absences into the District's electronic attendance system for non-duty days or accumulative leave days. Absences should be entered in advance of the absence whenever possible, but in the event of emergency circumstances should be entered within 48 hours of the

absence. Absences of three (3) or more consecutive days during student contact time require the advance approval of the Superintendent or their designee, and should be submitted as far in advance as possible. Failure to comply with the reporting requirements of this section may lead to disciplinary action.

ARTICLE X – ADMINISTRATIVE RESPONSIBILITY

Section 10.1. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 10.2. Administrators of this unit have a unique responsibility to represent the School District in times of emergency and/or stress situations and to carry out the directives of the School District.

Section 10.3. Administrators may have their work schedule modified during a work stoppage. Contract weeks will not be reduced during the contract year that a strike or work stoppage occurs.

ARTICLE XI – PROFESSIONAL DUES

Upon the recommendation of the Administrator's supervisor, the School District may pay the annual dues for state and national professional organizations that pertain to the duty assignment of the Administrator, in an amount not to exceed \$950 per contract year.

The School District will pay the annual fee of \$100.00 for membership in the Minnesota Board of School Administrators for those administrators who requires a license based on administrative responsibilities related to students.

ARTICLE XII – PROFESSIONAL DEVELOPMENT FUNDS

The School District encourages members of the Association to participate in state and national conferences and professional development opportunities that are aligned to their roles and work responsibilities. Administrators are encouraged to meet with their supervisors in advance of each fiscal year to identify appropriate opportunities for professional development in the coming year and to identify available resources to support attendance.

Section 12.1. Budget. The School District agrees to budget annually a sum of not less than \$20,000 to fund activities by administrators of the bargaining unit for conferences, conventions and other professional development activities. School District expenses as provided herein shall be subject to the budget limitations of this provision. A maximum of \$5,000 of unspent in-service and convention funds will be allowed to carry over from one budget year to the next.

Section 12.2. Expenditures. Such budget funds will be spent to fund approved conferences, conventions and other professional development activities for Administrators in the bargaining unit.

Section 12.3. Professional Development Committee. The Association will establish a professional development committee who will establish a proposed rotation schedule for members to access professional development funds and will review and recommend proposals each year to the Assistant Superintendents.

Section 12.4. Approval of Professional Development Proposals. The Assistant Superintendents will review and approve recommendations from the committee.

Section 12.5. Duty Time. Approved travel and attendance at seminars, conferences, workshops or other activities during the week (Monday through Friday) will count as part of the administrator's regular duty time with no deduction from non-duty days for attendance and necessary travel.

ARTICLE XIII – WELLNESS BENEFITS

Section 13.1. Wellness Benefits

Subd. 1. Eligibility. All members of the SCAA are eligible for Wellness Benefits under this section.

Subd. 2. Definition of Daily Rate of Pay. “Daily rate of pay” means the administrator’s daily rate for the last fiscal year in which the administrator is employed and will not include compensation for extended employment or other extra compensation.

Subd. 3. Mandated Employee Contributions. Eligible administrators can accrue up to four hundred eighty (480) hours (60 days x 8 hours) of accumulative leave, plus the 96 hours (12 days x 8 hours) credited at the beginning of each school year. At the end of each school year, any eligible administrator who has accrued more than 480 accumulative leave hours will have such hours in excess of 480 hours purchased by the District based on the following formula:

$$\# \text{ of Excess Hours} \times \text{Administrator's Hourly Rate (Daily Rate/8)} \times .60$$

The District will purchase such days at the end of the school year by depositing these wellness dollars directly into the administrator’s MH CSP account administered in accordance with Minn. Statute 352.98.

ARTICLE XIV – 403(b) PLAN

Section 14.1. 403b Plan Participation. Administrators of this bargaining unit shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes §356.24, upon

completion of a salary reduction agreement by September 1st of each school year.

Subd. 1. Approved Plans. The District will make contributions of employee or district funds only to the following approved vendors and annuity plans:

- a. EFS/ESI
 - 1. Great American – Total Group Annuity
 - 2. TD Ameritrade- 403(b)(7) Mutual Fund Account
- b. AXA/EQUITABLE
 - 1. EQUI-VEST Strategies Group Annuity Account
 - 2. 403(b)7 Mutual Fund Account
- c. HORACE MANN
 - 1. Qualified Group Variable Annuity
 - 2. Group Fixed Annuity
 - 3. 403(b)7 Mutual Fund Account
- d. ASPIRE Financial
 - 1. 403(b)7 Mutual Fund Account

No other vendors or products will be available as investment options under the School District 403(b) plan unless mutually agreed upon by the District and the SCAA.

Subd. 2. Matching Contribution Plan. The School District shall match annual contributions for administrators who are working a .50 contract or more based on their current year of employment in a licensed position for the School District. Matching contributions for part-time administrators will be prorated based on their percent of contract. A year of service is defined as a year in which the administrator worked at least 120 days.

The School District matching amount shall be pursuant to the schedule set forth below and shall not exceed the Annual Maximum Match Amount:

Current Year of Administrator Service to the District	Maximum Match Amount	
	Annual	Cumulative
One (1) – Three (3) years	\$1,500	\$ 4,500
Four (4) plus years	\$2,500	<u>\$15,000</u>
		\$50,000

Subd. 3. Limitation on Matching Contribution. The maximum career matching contribution by the School District shall be \$50,000.

Subd. 4. A salary reduction authorization agreement must be completed by the eligible administrator by September 1 for the administrator to participate in the 403b Matching Contribution Plan for that school year.

Subd. 5. The School District shall provide notice to participating employees when they become eligible for an increased level of matching contribution.

Subd. 6. Employees on unpaid leaves may not participate in the matching program while on leave.

ARTICLE XV – PROBATION

There shall be a two (2) year probationary period for the following positions in this unit that are subject to the Continuing Contract Law (Minn. Stat. § 122A.40).

Special Education Supervisor

All other administrators of this unit are not covered by the Continuing Contract Law and are employed “at will” pursuant to the management rights of the District as set forth and reserved in Article IV.

Administrators who have teacher tenure in the School District at the time of their hire, who are not continued in an administrative position in this unit, have continuing contract rights in the teacher bargaining unit and have the right to return to a teaching position in the School District the following school year subject to the seniority provisions of the Master Contract between the School District and the St. Cloud Educational Association.

ARTICLE XVI – UNREQUESTED LEAVE OF ABSENCE

Section 16.1 Purpose. The purpose of this Article is to implement the provisions of Minn. Stat. 122A.40, subdivision 10.

Section 16.2. Unrequested Leave. The School District may place an administrator with continuing contract status on unrequested leave of absence (“ULA”), because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Given the unique positions represented by this unit, the School District reserves the right to layoff administrators subject to the best interests of the district in the effective administration of its programs.

Section 16.3. Teaching Positions. Administrators placed on ULA shall have the right to a teaching position based upon seniority and licensure.

Section 16.4. Notice. Administrators placed on ULA shall receive notice of such placement on or before June 30th of the school year prior to the commencement of the ULA.

Section 16.5. Duration. The ULA shall continue for two (2) years, after which the right to reinstatement shall terminate; provided, the administrator’s right to reinstatement shall also terminate if they fail to file with the School District, by April 1st of each year, a written statement requesting reinstatement.

ARTICLE XVII – GRIEVANCE PROCEDURE

The following shall govern the handling of grievances between St. Cloud Area School District 742 and the SCAA.

Section 17.1 Definitions.

- A. Grievant: The Aggrieved Party.
- B. Grievance: Grievance shall be construed to mean any dispute arising between the School District and the SCAA as to the interpretation or application of any term or terms in this agreement.
- C. Days: Days shall mean calendar days excluding Saturday and Sunday, and legal holidays as defined by Minnesota Statutes.
- D. Reduced to Writing: Reduced to writing shall mean a concise statement outlining the nature of the grievance, the provision(s) of the agreement in dispute and the relief requested. The electronic submission of grievance-related documents at all levels is acceptable.
- E. Answer: Answer shall mean a concise response outlining the employer's position on the alleged grievance.
- F. Designee: The grievant or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 17.2 Adjustment of Grievance.

Sub. 1. Informal Discussion. Before a written grievance is submitted, informal discussions will take place between the aggrieved party, the supervisor, and the Executive Director of Human Resources. Through those discussions, the parties will attempt to resolve the concern.

Subd. 2. Level I: Superintendent or Designee

- a. If the grievance is not resolved through informal discussions, the grievance shall be reduced to writing and brought to the attention of the Superintendent or their designee with a copy to the Executive Director of Human Resources within twenty (20) days after the date of the event giving rise to the grievance.
- b. The grievant and the Superintendent or their designee shall within five (5) days of receipt of the grievance schedule a mutually agreeable time to discuss the grievance. The Superintendent or their designee shall answer the grievance in writing within ten (10) days of that meeting.

Subd. 3. Level II: School Board

- a. In the event the grievance is not settled in Level I the grievant or their designee may appeal in writing to the School Board, with a copy to the Executive Director of Human Resources, within five (5) days after receipt of the decision in Level 1.
- b. The Board shall schedule a meeting to consider the grievance by appointing a representative or committee of the board to meet with the grievant within ten (10) days of receiving the appeal.
- c. The Board will issue its written decision within ten (10) days of the meeting to review the appeal.

Subd. 4. Level III: Mediation. In the event the grievance is not settled Level II the parties may mutually agree within five (5) days of the Level II answer to submit the grievance to mediation through the Bureau of Mediation Services.

Subd. 5. Level IV: Arbitration. In the event the grievance is not settled in Levels II or III the grievant may request arbitration. To do so, the written request must be filed in the Superintendent's Office, with a copy to the Executive Director of Human Resources, no later than ten (10) days following the decision at Level II.

Section 17.3 School Board Review. The School Board reserves the right to review any decision issued under Level I of this procedure provided the School Board or its representative notify the parties of his 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.

Section 17.4 Arbitration Procedure. Upon the proper submission of a request to arbitrate as specified in the Grievance Procedure, the parties shall adhere to the terms and conditions of this procedure:

Subd. 1. Select Arbitrator. Within ten (10) days after the receipt of the list of arbitrators the parties shall select an arbitrator. The arbitrator shall be selected from a list of five (5) names furnished by the BMS. By the process of the parties alternately striking names from the list until only one name remains, the name remaining shall be that of the arbitrator chosen. The decision as to which party shall strike the first name will be decided by the toss of a coin.

Subd. 2. Submit Grievance Information. Upon notification of the selection of an arbitrator, the appealing party shall, within five (5) days, forward to the arbitrator (with a copy to the School Board) the complete documentation of the grievance. The School District may make a similar presentation before or at the time of the grievance.

Subd. 3. Hearing. The grievance shall be heard by an arbitrator. Both parties may

be represented by such person or persons as they designate. The parties shall have the right to have a hearing at which they both will have the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the issues before the arbitrator. This proceeding shall be de novo.

Subd. 4. Decision. The decision shall be rendered within twenty (20) days after the close of the hearing. The decision of the arbitrator shall be final and binding upon both parties, subject to the limitations on such decisions by P.E.L.R.A.

Subd. 5. Expenses. Each party shall bear its own expenses relating to the representatives of each party, witnesses, and other expenses incurred in connection with the hearing at the request of either party. The fees and expenses of the arbitrator shall be equally divided by both parties. A transcript of the proceedings will be made on request of either party, but a party requesting a copy must pay for it.

Subd. 6. Jurisdiction. Any grievance, which has not been first duly processed in accordance with the grievance procedure, shall be outside the jurisdiction of the arbitrator. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial rights.

Section 17.5 Denial of Grievance. Failure by the representatives of the School District to issue a decision within the time periods provided herein shall constitute a denial of grievance and the administrator may appeal it to the next level.

Section 17.6 Modification of Time Limits. The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits in a grievance procedure may result in a forfeiture of the grievance.

ARTICLE XVIII – DURATION AND RENEGOTIATION OF CONTRACT

Section 18.1 Term and Reopening Negotiations. This Agreement 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 P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

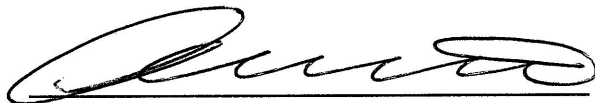
Section 18.2 Effect. This Agreement constitutes the full and complete agreement between the School District and the Association representing the SCAA. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 18.3 Finality. Any matters relating to the terms and conditions of employment may be open for negotiations during the term of this Agreement by mutual consent only.

Section 18.4 Severability. The provision of this agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

For St. Cloud Administrators' Association



President



Vice President

For St. Cloud Area School District #742



Chairperson



Clerk



Chief Board Negotiator

Dated: 5/6/2020

Dated: 5/6/2020

APPENDIX A

CURRENT POSITION ASSIGNMENTS (Subject to Change From Year-to-Year Per Section 6.4)

SCHOOL BASED LEADERSHIP
Director of Katherine Johnson Education Center Director of Quarryview Education Center Director of Roosevelt Education Center & Student Services
DISTRICT WIDE INSTRUCTIONAL LEADERSHIP
Director of E-12 Education Director of Special Education Programs Director of Title Programs and Multilingual Student Services
DISTRICT PROGRAM LEADERSHIP
Director of Research, Assessment and AI High School Activities Director
SPECIAL LEADERSHIP
Special Education Supervisors Early Childhood Supervisor ABE Supervisor

APPENDIX B

School Closing Plan • Weather Related E-Learning Days • 2025-2026

In an effort to continue student learning in the event of weather related school closings, St. Cloud Area Schools will continue using E-Learning Days during the 2025-2026 school year for inclement weather day closings pursuant to Minn. Stat. §120A.414 as follows:

Make-Up Plan:

- The first Weather related closing will be a full school closing day;
- The next five weather related closings will generally be E-Learning Days as long as there is no interruption of power and/or internet service that would interfere with distance learning. At the discretion of the Superintendent, a full school closing day may be called instead if the timing or circumstances surrounding the weather event compromises the ability to deliver effective instruction as a E-Learning Day;
- Additional weather related school closing days will be determined by the Superintendent and make-up time for students and/or staff will be determined by the Superintendent in consultation with the School Board.

During a Weather Related E-Learning Day, students and licensed staff will have the following expectations:

Student Expectations

In the event of a cancelled school day that requires an E-Learning Day, families will be informed by an automated message that St. Cloud School District 742 is activating a E-Learning Day at least two hours prior to the start of the regular school day.

Pre-School

Pre-school students will access and complete a series of preassigned learning activities that will be made available to students in home packets or on the ISD 742 website when predicted weather conditions make school closing likely.

K-5 Students

Students in grades K-5 will access assignments on student devices via the Learning Management System (LMS) or complete a series of preassigned learning activities that will be made available to students in home packets or on the ISD 742 website if devices were not sent home with students. Licensed staff will post learning activities to LMS by 9:00 AM on the day of a E-Learning Day.

Secondary Students

Students in grades 6 -12 will access assignments on student devices via the Learning Management System (LMS). Licensed staff will post learning activities on LMS by 10:00 AM on the day of a E-Learning Day.

Licensed staff members will be available during student contact hours to answer student questions and provide guidance via email and the LMS. Accommodations for students who receive special education and EL services will be provided. If additional accommodations are needed, they can be addressed by teaching staff when the student returns to school.

Licensed Staff Expectations

Licensed staff who are unable to teach on a E-Learning Day due to a discretionary day, illness or medical appointment for themselves or a family member, or other absence reason, must request time off in Skyward and post the learning activities for the day on the Learning Management System (LMS) in lieu of posting sub plans. In addition, staff should email the principal and lead secretary so they are aware the employee will not be available for student or parent contact.

Licensed staff who are on duty during a E-Learning Day must be in service during their regular teacher duty day and will complete the following:

Early Childhood Staff

Early Childhood staff will make a plan for their work on a E-Learning Day with their administrator/supervisor.

K-5 Staff

Licensed staff of students in grades K-5 will post learning activities on LMS by 9:00 AM on the day of a E-Learning Day. Licensed staff must be available during the student contact day by email, school district phone message and/or LMS to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Each classroom teacher who serves students is responsible for posting lessons, grading, and completing attendance on E-Learning Days.

Secondary Staff

Licensed staff of students in grades 6 -12 will post learning activities on LMS by 10:00 AM on the day of a E-Learning Day. Licensed staff must be available during the student contact day by email, school district phone message and/or LMS to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Teachers are responsible for completing attendance on E-Learning Days.

Non-Instructional Licensed Staff

Non-Instructional licensed staff (e.g. counselors, school psychologists, social workers, nurses, SLPs, OT/PTs, autism specialists, media specialists, technology integrationists, SEL/Focus teachers, ADSIS teachers, grade level leads, math and literacy specialists, EL coordinators, etc.) will make a plan for their work on a E-Learning Day with their administrator/supervisor.

Part-Time Teaching Staff

Part-time contract teachers will be available during their regularly scheduled duty hours.

All licensed staff are encouraged to also use the work day to make contact home to update families on positive student performance and progress.

Support Staff Expectations

10 Month Support Staff Expectations:

In the event of a E-Learning Day, 10-month Support staff will not report to work on-site and will work as follows:

1. Staff who can work effectively from home may do so with the pre-approval of their supervisor (e.g. clerical, head cooks, BRS, BCSS, BTIs, interpreters, instructional paras, LPNs, mental health support staff, EEOCs, family advocates and deans).
2. Support staff who do not support instruction, whose regular work cannot be performed at home (e.g. bus drivers, nutritional services, transportation paraeducators, door monitors, CSO's), shall receive full pay for the E-Learning Day.

12 Month Support Staff Expectations:

In the event of a E-Learning Day, 12-month Support staff who can report to work safely may do so (e.g. custodians and engineers). 12-month Support staff who can work from home may do so with the approval of their supervisor (e.g. clerical, non-represented 12 month employees). Staff who cannot report and whose work cannot be performed at home, shall receive full pay for the E-Learning Day. Employees who choose not to work from home on a snow or ice closing E-Learning Day, may use accumulative or other paid leave time to make up for any hours lost.

Minnesota Statute For Reference:

120A.414 E-LEARNING DAYS.

Subd. 1.Days.

"E-learning day" means a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather. A school district or charter school that chooses to have e-learning days may have up to five e-learning days in one school year. An e-learning day is counted as a day of instruction and included in the hours of instruction under section [120A.41](#).

Subd. 2.Plan.

A school board, including the board of a charter school, may adopt an e-learning day plan after consulting meeting and negotiating with the exclusive representative of the teachers. If a charter school's teachers are not represented by an exclusive representative, the charter school may adopt an e- learning day plan after consulting with its teachers. The plan must include accommodations for students without Internet access at home and for digital device access for families without the technology or an insufficient amount of technology for the number of children in the household. A school's e-learning day plan must provide accessible options for students with disabilities under chapter 125A.

Subd. 3.Annual notice.

A school district or charter school must notify parents and students of the e-learning day plan at the beginning of the school year.

Subd. 4.Daily notice.

On an e-learning day declared by the school, a school district or charter school must notify parents and students at least two hours prior to the normal school start time that students need to follow the e-learning day plan for that day.

Subd. 5.Teacher access.

Each student's teacher must be accessible both online and by telephone during normal school hours on an e-learning day to assist students and parents.

Subd. 6 Other school personnel.

A school district or charter school that declares an e-learning day must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e- learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

APPENDIX C



Earned sick and safe time employee notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. A year for purposes of the employee's earned sick and safe time accrual is July 1st to June 30th.

At the end of each pay period, employers must provide employees with the number of earned sick and safe time hours used by the employee during the pay period and available for future use. Earned sick and safe time must be paid at the same base rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.
- to make arrangements for or attend funeral services or a memorial or address financial or legal matters that arise after the death of a family member.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than two consecutive scheduled workdays.

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform their supervisor far in advance as possible following contract guidelines. In situations where an employee cannot provide advance notice, the employee should contact their supervisor as soon as they know they will be unable to work.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or esst.dli@state.mn.us or visit the department's earned sick and safe time webpage at sickleave.mn.gov.

APPENDIX D

MINNESOTA PAID LEAVE

Effective January 1, 2026

Minnesota Paid Leave provides payments and job protections when you need time off to care for yourself or your family.

What can I use Paid Leave for?

Medical Leave:

- To care for your own serious health condition, including care related to pregnancy, childbirth, and recovery

Family Leave:

- **Bonding Leave** – to care for and bond with a new child welcomed through birth, adoption, or foster placement
- **Caring Leave** – to care for a family member with a serious health condition
- **Military Family Leave** – to support a family member called to active duty
- **Safety Leave** – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

Generally, conditions must last more than seven days and be certified by a healthcare provider or other professional.

Am I covered by Paid Leave?

Most workers in Minnesota are covered by Paid Leave. You are covered no matter the size of your employer, or the hours or days you work. Independent contractors and self-employed individuals are not automatically covered but may opt in. You may qualify for payments if you've been paid a minimum amount for work in Minnesota in the last year (\$3,900 for the start of Paid Leave in 2026).

How long can I take leave?

You may qualify to take up to 12 weeks of family or medical leave per benefit year. If you need both family and medical leave in the same benefit year, you may qualify for up to 20 weeks in total.

How much will I get paid?

When you use Paid Leave, the state makes payments to you. Paid Leave will pay up to 90% of your wages, based on your income level, with a maximum weekly amount set at the state's average weekly wage. This amount changes each year, and is \$1,423 for the start of Paid Leave in 2026.

Who pays for Paid Leave?

Paid Leave is funded by premiums paid by employees and employers. The initial premium rate is 0.88% of covered wages. Your employer may deduct up to 0.44% of your wages to fund your portion of the premium.

What are my employment protections?

- **Job protections:** Generally, you must be restored to your job or an equivalent position when returning from leave. Job protections take effect 90 days after your date of hire.
- **Health insurance continuation:** Generally, employers must continue to fund their portion of healthcare insurance premiums while you are on leave.
- **No retaliation or interference:** Employers must not interfere with or retaliate against you if you apply for or use Paid Leave. Employers cannot take your Paid Leave payments.

For inquiries related to Paid Leave, please contact Minnesota Paid Leave at 651-556-7777 or visit our website.

If you think your employer is violating employment protections, contact the Labor Standards Division at the Minnesota Department of Labor and Industry.

LEARN MORE: paidleave.mn.gov



This information can be provided in alternative formats to people with disabilities or people needing language assistance by calling the Paid Leave Contact Center at 651-556-7777 or 844-556-0444 (toll-free).

7/2025

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PAID LEAVE

Minnesota Paid Leave | 180 E 5th St Suite 1200 | Saint Paul, MN 55101