



**SAINT PETER SCHOOL BOARD**  
**Regular Board Meeting**  
**Wednesday, March 18, 2026**  
**SPCC-Governor's Room, 600 S. 5th St., Saint Peter, MN**  
**56082**  
**5:00 PM**

<b>I. Call Meeting to Order</b>	
<b>II. Pledge of Allegiance</b>	
<b>III. Consideration and Adoption of the Agenda</b>	
<b>IV. Consider Requests to Speak on the Agenda</b>	
<b>V. Approval of Consent Agenda Items</b>	<b>3</b>
<b>VI. Student Spotlight / Student Council Report</b>	
1. Student Spotlight - Brianna Marquez	14
2. Student Council Report	
<b>VII. Action Items</b>	
1. Consider a Resolution to Accept Gifts, Donations, and Grants	16
2. Consider Approval of the 2025-2027 Master Agreement with SPEA	23
3. Consider Policies for Approval with a Second Reading	155
4. Consider Policies for Approval with a Single Reading	157
<b>VIII. Information Items</b>	
1. Review of Policy Manual Revisions – First Reading	177
2. Buildings and Grounds Update	184
<b>IX. Reports</b>	
1.	
1. Building Principals	
2. Superintendent of Schools	
3. Board Members -	
a. Around the Table	
4. Board Committee Updates —	
a. Education Committee	
b. Business Committee	
c. Policy Committee	
d. HR Committee	
f. Shared Programs Committee	
<b>X. Upcoming Meetings of the School Board</b>	
Business Committee Meeting	
Wednesday, April 8, 2026	
10:00 AM	
District Office	

Education Committee Meeting  
Thursday, April 9, 2026  
1:00 PM  
District Office

Policy Review Committee Meeting  
Friday, April 10, 2026  
7:45 AM  
District Office

Regular School Board Meeting  
Wednesday, April 15, 2026  
5:00 PM  
SPCC - Governor's Room

**XI. Adjournment**

XII. "In the event that this meeting is canceled due to inclement weather, it will be held on the next business day at the same time and place, unless a quorum of the board is not available."



## **ADDENDUM**

### **Regular Board Meeting Wednesday, March 18, 2026 SPCC-Governor's Room 5:00PM**

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#### **V. CONSENT AGENDA**

1. Approval of the Regular Board Meeting minutes of February 18, 2026.
2. Approval of the School Board Study Session minutes of March 4, 2026.
3. Approval of Bills and Wire Transfers (\$3,545,506.20) for February 2026.
4. Personnel Updates
  - a. Please see the attached document



## Regular School Board Meeting Minutes Saint Peter Public Schools

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A Regular Meeting of the School Board of Saint Peter Public Schools was held Wednesday, February 18, 2026, in the Saint Peter Community Center - Governor's Room. Board Chair Charlie Potts called the meeting to order at 5:00 PM. **Members Present:** Charlie Potts, Bill Kautt, Drew Dixon and Kate Martens. **Members Absent:** Rita Rassbach, Ken Rossow and Tracy Stuewe. 4

**Others Present:** Jon Graff, Ytve Prafke, Jana Sykora, Darin Doherty, Annette Engeldinger, Megan Gracia, Seth Putz, Kimberley Deming and members of the public.

A motion was made by Dixon, seconded by Martens, to adopt the agenda as presented. The motion carried unanimously amongst those present.

The Consent Agenda items listed below were approved on a motion by Kautt, seconded by Martens. The motion carried unanimously amongst those present.

1. Approval of the Regular Board Meeting minutes of January 21, 2026.
2. Approval of the School Board Study Session minutes of February 4, 2026.
3. Approval of the Special Board Meeting minutes of February 4, 2026.
4. Approval of Bills and Wire Transfers (\$7,329,678.83) for January 2026.
5. Approval of 2025-2026 Second Quarter Overload Assignments for South and North Elementary.
6. Personnel changes:
  - The acceptance of the resignations of Megan Geraets and Micah Gilbertson.
  - The approval of the hiring of Whitney McCabe, Elliana Heisinger, Heather Hoernemann, Barb Moeller, Laura Mendoza, Sarah Sickler, Dominic Jannette, Rebecca Thurston and Magdeline Anderson.
  - The acknowledgement of the FMLA leave request for Caitlin Galagan.

### **Student Spotlight**

North Elementary fourth grader, Vincent "Vinny" Wagner, was the Student Spotlight. Vinny demonstrates kindness, is confident, respectful, and he is a positive presence within the North Elementary community. Vinny is a great friend to students and is an amazing stand up comedian. Vinny will be sharing some of his talents at North Elementary's Arts and Academics Night on March 5, 2026 between 5-6:30pm.

## **Action Items**

A motion was made by Kautt, seconded by Dixon, to consider a resolution accepting donations from Paul and Avis McDaniel, Paul and Diane Huso, and a grant from the Carl and Verna Schmidt Foundation. After a roll call vote, the resolution passed. Potts, Kautt, Dixon and Martens - 4 yes/3 absent.

Superintendent Graff provided a summary of notable changes to the Principal's Master Agreement. Updates made are in line with budget goals set by the School Board Negotiations Committee. A motion was made by Kautt, seconded by Martens, to approve the Principal's Master Agreement as presented. The motion carried unanimously amongst those present.

Periodically, the Administrative Team makes a recommendation to the board to set district substitute rates. Special Programs Administrator, Ytive Prafke, presented information regarding updated rates and asked that the board consider setting the substitute rates for teachers, paraprofessionals, custodians, food service, and nurses. A motion was made by Dixon, seconded by Martens, to approve the rates as presented. The motion carried unanimously amongst those present.

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Business Manager, Megan Gracia, presented information regarding the Budget Adjustment Target for Fiscal Year 27. The Business Committee was presented with this information at their February 11 meeting and recommended the School Board's approval of a \$100,000 Budget Adjustment Target for FY27. A motion was made by Martens, seconded by Dixon, to approve these rates. The motion carried unanimously amongst those present.

A motion was made by Martens, seconded by Dixon, to approve Policies 701, 701.1, 701.2, 702, 703, 705, 706.1, 720 and 723 with a single reading. Superintendent Graff informed the School Board that these policies have been reviewed as part of the district's regular review cycle and include minor or no changes at all. The motion carried unanimously amongst those present.

## **Information Items**

*Review of Policy Manual Revisions – First Reading* - Revisions to Policy 702.1: Procurement Practices. Superintendent Graff informed the board that the information contained in this policy can also be found, in greater detail, in policy 721. Therefore, because of the duplicative nature of the policy, the Policy Committee recommends dropping the policy from the district's policy manual.

## **Reports**

### **Early Childhood**

- A School Readiness Open House took place on February 12 and preschool registration remains open for the 2026-2027 school year.
- Preschool transportation for 2026-2027 will continue through the City of Saint Peter and Saints Bus.
- Spring conferences will take place in March.

### South Elementary

- There was great participation during the recent Parent/Teacher Conferences.
- The Read-a-Thon raised \$8,543.25 and funds will be used for STAR Pride celebrations.
- National School Counseling Week was February 2-6.
- February 18 was Bus Driver Appreciation Day.
- February 19 was the 100th day of school!
- A Kindergarten Open House will take place March 5.

### North Elementary

- There was a great turnout for the second round of student led Parent/Teacher Conferences.
- Kindness week took place February 16-20.
- The Young Writers Conference will take place March 3.
- Arts and Academic Night will take place March 5.
- On March 9, the School of Excellence Ceremony and North Winter Concert will take place in the Saint Peter High School gymnasium.

### Saint Peter High School

- Bri Bergstrom received the Minnesota Music Educators Association (MMEA) 2026 High School Music Educator of the Year Award!
- High school course registration for 2026-2027 is currently taking place.

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Superintendent of Schools - Superintendent Graff informed the board that he will be participating in professional development online training sessions through Minnesota Rural Education Association (MREA) and Minnesota Association of School Administrators (MASA) to keep up on future legislative changes. Dr. Graff stated that he and Operations and Maintenance Supervisor, Seth Putz, will be attending upcoming sessions on the topic of Facilities Management at South Central Service Cooperative (SCSC).

Around the Table Updates - Board Member Martens stated that History Day was scheduled to take place on February 20 in the Middle School Media Center.

### Board Committee Updates -

- a. *Education Committee* - nothing additional noted
- b. *Business Committee* - nothing additional noted
- c. *Policy Committee* - nothing additional noted
- d. *HR Committee* - nothing additional noted
- e. *Shared Programs Committee* - nothing additional noted

### **Upcoming Meetings of the School Board**

- HR/Negotiations Committee Meeting - Monday, February 23, 2026 at 4:30 PM in the SPMS Conference Room
- School Board Study Session - Wednesday, March 4, 2026 at 5:00 PM in the SPMS Media Center
- Business Committee Meeting - Wednesday, March 11, 2026 at 8:15 AM in the DO
- Policy Review Committee Meeting - Wednesday, March 11, 2026 at 4:00 PM in the DO
- Education Committee Meeting - Thursday, March 12, 2026 at 1:00 PM in the DO

- Regular School Board Meeting - Wednesday, March 18, 2026 at 5:00 PM in the SPCC - Governor's Room

**Adjournment** - A motion was made by Dixon, seconded by Kautt, to adjourn the meeting at 5:48 PM. The motion carried unanimously.

Dated Approved: March 18, 2026

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Kate Martens, Board Clerk



## Minutes of School Board Study Session Saint Peter Public Schools

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A Study Session of the School Board of Saint Peter Public Schools was held Wednesday, March 4, 2026, in the Saint Peter Middle School Media Center. Board Chair Potts called the meeting to order at 5:05 PM. **Members Present:** Rita Rassbach, Tracy Stuewe, Charlie Potts, Bill Kautt, Drew Dixon and Kate Martens. **Members Absent:** Ken Rossow

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**Others Present:** Jon Graff and Kimberley Deming

A motion was made by Stuewe, seconded by Dixon, to adopt the agenda as presented. The motion carried unanimously.

### **Superintendent Goals**

Dr. Graff updated the Board on the progress made towards his 2025-2026 Superintendent Goals. He reminded the Board that these goals, which were formally approved at the October Regular Board meeting, were developed in alignment with his vision for Saint Peter Public Schools, the previous year's strategic plan, and current district priorities. Superintendent Graff shared updates on his initiatives and strategies which include Ensuring that the Mend the Middle Project remains on schedule and within budget, Strengthening Community Partnerships, Ensuring Fiscal and Organizational Management and Improving Student Outcomes. Dr. Graff also reminded the Board that the district's mission is to inspire a passion for learning that enables all individuals to reach their highest potential and he requested the Board's support with future strategic planning initiatives.

### **Fund Balance Policy Discussion**

At its February meeting, the Business Committee recommended that the full Board discuss the district's current fund balance goal. School Board members agreed that making a marginal increase in the fund balance goal may be appropriate, but they did not believe there was a need to make a significant increase in the goal. After further

discussion, the Board agreed that the Business Committee should review the need for increasing the fund balance goal in more detail at their March 11 meeting.

**Notification for Rescheduled Board Meetings due to Weather Related Cancellations**

A discussion was held regarding adding notification to future School Board meeting agendas that would allow the Board to hold a previously scheduled meeting on the following day if a meeting must be canceled in the event of inclement weather. The Board agreed that including the following statement on future agendas would be beneficial.

“In the event that this meeting is canceled due to inclement weather, it will be held on the next business day at the same time and place, unless a quorum of the board is not available.”

Kimberley will move forward with adding this statement to all future School Board meeting agendas.

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**Upcoming Meetings of the School Board**

- Business Committee - Wednesday, March 11, 2026 at 8:15 AM in the District Office
- Policy Committee - Wednesday, March 11, 2026 at 4:00 PM in the District Office
- Education Committee - Thursday, March 12, 2026 at 1:00 PM in the District Office
- Regular School Board meeting - Wednesday, March 18, 2026 at 5:00 PM in the SPCC - Governor’s Room

**Adjournment** - A motion was made by Dixon, seconded by Rassbach, to adjourn the meeting at 5:55 PM. The motion carried unanimously.

Dated Approved: March 18, 2026

\_\_\_\_\_  
Kate Martens, Board Clerk



DISTRICT OFFICE  
100 Lincoln Drive, Suite 229  
Saint Peter, MN 56082-1351  
507-934-5703 (Office)  
507-934-2805 (Fax)  
www.stpeterschools.org

Date: March 9, 2026  
To: Dr. Jon Graff - Superintendent  
From: Bee Ong - Finance Accountant

**Monthly Business Office bills & Payroll Amounts:**

Feb 2026 - Business Office checks	\$1,254,672.30
Feb 2026 - Business Office wire payments	\$1,199,804.73
Feb 2026 - Payroll	\$1,091,029.17
	<hr/>
	<u>\$3,545,506.20</u>

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**Monthly Student Activity Amounts:**

Jan 2025 - South Elementary	\$2,952.97
Jan 2025 - North Elementary	\$950.59
Jan 2025 - Middle School	\$77.98
Jan 2025 - High School	\$7,660.98
	<hr/>
	<u>\$11,642.52</u>

St. Peter Public Schools	Feb-26	
<b>Outgoing Wire Payments</b>		
MSDLAF to USBank - 2022 Refunded Bond		
MSDLAF to USBank - 2024 Bond		
BCBS - medicare health	2/23/2026	4,128.50
BCBS - medicare health	2/23/2026	4,841.50
Medicare Blue RX	2/2/2026	7,585.00
Life	2/2/2026	3,067.28
LTD	2/3/2026	4,035.64
FNB BO to VISA	Feb	16,392.01
Wire of federal payroll taxes	2/13/2026	173,338.91
Wire of federal payroll taxes	2/27/2026	167,726.17
Wire of state payroll taxes	2/2/2026	28,271.96
Wire of state payroll taxes	2/17/2026	29,684.56
Wire of MN UI Fund	2/27/2026	60.18
PERA payments	2/3/2026	26,617.35
PERA payments	2/13/2026	26,616.85
TRA payments	2/3/2026	103,367.90
TRA payments	2/13/2026	107,114.26
Education MN/ESI	2/3/2026	2,562.50
Education MN/ESI	2/17/2026	2,562.50
Horace Mann	2/4/2026	1,880.83
Horace Mann	2/17/2026	1,880.83
Ameriprise/NBSGroup Bill	2/4/2026	2,532.14
Ameriprise/NBSGroup Bill	2/17/2026	2,532.14
Colonial Life	2/10/2026	16,445.54
EyeMed	2/4/2026	1,230.88
Arbiter-Pre fund	2/12/2026	15,000.00
HomeTown - Dental direct debits	2/2/2026	3,800.20
HomeTown - Dental direct debits	2/9/2026	5,683.10
HomeTown - Dental direct debits	2/17/2026	2,628.36
HomeTown - Dental direct debits	2/23/2026	5,736.72
HomeTown - BCBS debits	2/5/2026	156,450.77
HomeTown - BCBS debits	2/12/2026	87,415.43
HomeTown - BCBS debits	2/19/2026	64,147.80
HomeTown - BCBS debits	2/26/2026	100,983.37
HomeTown - Healthiest You	2/3/2026	2,596.75
FNB HSA/VEBA-Medsurety/Matrix Trust	Feb	20,886.80
<b>Total Outgoing Wire Payments</b>		<b>1,199,804.73</b>



**Personnel Changes Summary for School Board Review - March 18, 2026**

**Staff Hires**

<b>Employee Name</b>	<b>Staff Replacing</b>	<b>Position</b>	<b>Location</b>	<b>Start Date</b>	<b>Lane/Level/Step</b>	<b>Salary</b>
Cole Petersen	Ethan Volk	7th Grade Baseball Coach	Saint Peter Middle School	3/30/2026	N/A	\$1883 stipend
Ashlyn Rosenberg	Dustin Sharstrom	MS Softball Coach	Saint Peter Middle School	3/30/2026	N/A	\$1920 stipend 12
Ainsley Thode	N/A	SPED Para/Stars Academy	South Elementary	2/26/2026	Lane A/Step 1	\$18.65/hr
Eleanor Grinnell	N/A	SPED Para/Stars Academy	South Elementary	3/2/2026	Lane B/Step 1	\$18.95/hr
Olivia Denzer	N/A	Lifeguard	Community and Family Education	3/6/2026	N/A	\$17.75/hr & \$18.75/hr for Private Rentals
Kia Williams	Rachel Stuewe	SPED Paraprofessional	South Elementary	3/16/2026	Lane A/Step 1	\$18.65/hr
David KelseyBassett	Caitlin Galagan (while on leave)	Long-term Substitute Teacher	Oshawa Learning Academy	2/17/2026	Step 1/Lane 1	Per Contract/Per Hour
Jodi Helder	N/A	Homebound Special Education Teacher	North Elementary	3/16/2026	Step 11/Lane BA+30	\$51.52/hour

**Staff Retirements/Resignations/Terminations**

<b>Employee Name</b>	<b>Position</b>	<b>Location</b>	<b>Last Date of Employment</b>	<b>Reason for Separation</b>	<b>Will this position be replaced?</b>
Felicity LeBlanc	Saints Overtime Assistant	South/North Elementary	1/27/2026	Resignation	Yes
Kendra Skorr	Saints Overtime Assistant	South/North Elementary	1/30/2026	Resignation	Yes
Rachel Stuewe	SPED Paraprofessional	South Elementary	2/20/2026	Resignation	Yes
David Ribar	School Social Worker	North Elementary	3/27/2026	Resignation	TBD

**Staff Transfers**

<b>Employee Name</b>	<b>New position</b>	<b>New Location</b>	<b>Former Position</b>	<b>Former Location</b>	<b>Effective Date of Transfer</b>	<b>Will this position be replaced?</b>
Ytve Prafke	Principal on Special Assignment (POSA)	District Office, Early Childhood Center	Special Programs Director	District Office, Early Childhood Center	2/26/2026	No

**South Elementary**  
**1405 S. 7th Street**  
**Saint Peter, MN 56082**  
**(507) 934-2754**



Dear Brianna,

Congratulations! We're thrilled to announce that you've been chosen as a recipient of the "Student Spotlight" award at South Elementary School for March 2026. This recognition is a testament to your outstanding efforts in academics and in your efforts to show good character and star pride. Your dedication to learning and your positive attitude have not only impressed your teachers but have also earned admiration from your peers.

We're excited to share that there will be a special acknowledgement for you at the School Board meeting on Wednesday, March 18 at 5:00 pm. The meeting will take place in the Governor's Room at the St. Peter Community Center. We extend a warm invitation to you and your family to join us for this event, where the School Board will celebrate you as South Elementary's "Student Spotlight." If you have any questions, feel free to contact me at 507-934-2754 ext. 3031.

Sincerely,

A handwritten signature in black ink that reads "Jana Sykora". The signature is fluid and cursive.

Jana Sykora  
Principal  
South Elementary School

CC:

Mrs. Eyler (homeroom teacher)  
Jon Graff (superintendent)

**South Elementary**  
**1405 S. 7th Street**  
**Saint Peter, MN 56082**  
**(507) 934-2754**



Estimada Brianna:

¡Felicitaciones! Nos complace anunciar que has sido seleccionada para recibir el premio "Estudiante Destacado" de la Escuela Primaria South en marzo de 2026. Este reconocimiento es una muestra de tu excelente desempeño académico y de tu dedicación al aprendizaje y tu orgullo por la escuela. Tu compromiso con el aprendizaje y tu actitud positiva no solo han impresionado a tus maestros, sino que también te han ganado la admiración de tus compañeros.

Nos alegra informarte que habrá un reconocimiento especial para ti en la reunión de la Junta Escolar el miércoles 18 de marzo a las 5:00 p. m. La reunión se llevará a cabo en la Sala del Gobernador del Centro Comunitario de St. Peter. Te extendemos una cordial invitación a ti y a tu familia para que nos acompañen en este evento, donde la Junta Escolar te celebrará como la "Estudiante Destacada" de la Escuela Primaria South. Si tienes alguna pregunta, no dudes en comunicarte conmigo al 507-934-2754, ext. 3031.

Atentamente,

Jana Sykora  
Directora  
Escuela Primaria Sur

CC:  
Mrs. Eyler (Profesora de aula)  
Jon Graff (superintendente)



## ADDENDUM

### Regular Board Meeting Wednesday, March 18, 2026 SPCC-Governor's Room 5:00PM

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#### VII. ACTION ITEMS

<b>1. AGENDA ITEM #1</b>
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**Subject:** Consider a Resolution to Accept Gifts, Donations and Grants

**Action:** Requires a Resolution

**Background:** The following gifts, donations and grants have been generously offered to Saint Peter Public Schools:

1. A donation in the amount of \$7500 was made to the School District in memory of Edward Schultz. In the past, this donation has gone towards six annual scholarships. Four scholarships, in the amount of \$1,250, are awarded to students who are active participants in co-curricular activities or involved in community service. Two additional scholarships in the amount of \$500 are awarded to students who plan to attend a career, technical, or vocational college program. We are grateful for the continued support and assistance given to our SPPS students!
2. A donation in the amount of \$2,000 was made to the School District by the Kley Family. This donation will be used towards two \$1,000 scholarships for graduating seniors.
3. A \$5,000 grant from Prairie Lakes Regional Arts Council was made to Saint Peter Community and Family Education. Funds from this grant will allow Community and Family Ed to compensate Emily Bruflat, the Community Choir Director, who has devoted countless hours to leading a dedicated team of elected Community Choir members.

4. Donations totaling \$2,915 have been given to the FFA Student Activity Account. These donations consist of funds raised from the FFA community meal, a donation from the Nicollet County Farm Bureau for the FFA trip to Italy and a donation from Jaxon Witty for Senior FFA posters.

**Presentation:** Superintendent of Schools, Jon Graff

**Options/Recommendation:** I recommend your acceptance of these gifts, donations and grants as presented.

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**RESOLUTION ACCEPTING DONATIONS**

WHEREAS, Minnesota Statutes 123B.02, Subd. 6 provides: “The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education.”; and

WHEREAS, Minnesota Statutes 465.03 provides: “Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;

THEREFORE, BE IT RESOLVED, that the School Board of Saint Peter Public Schools, ISD 508, gratefully accepts the following gifts, donations and grants as identified below:

Donor	Item	Designated Purpose (if any)
Edward Schultz Foundation	\$7,500 donation	In the past, this donation has gone towards six annual scholarships. Four scholarships, in the amount of \$1,250 and two additional scholarships in the amount of \$500.
Kley Family	\$2,000 donation	This donation will be used towards two \$1,000 scholarships for graduating seniors.
Prairie Lakes Regional Arts Council	\$5,000 grant	These funds will be used to pay Emily Bruflat, the choir director, a stipend.
Various donations towards the FFA Student Activity Account	\$2,915 donation	A portion of these funds will be used for the FFA trip to Italy and Senior FFA posters.

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:

Whereupon, said Resolution was declared duly

Dated: March 18, 2026

\_\_\_\_\_  
Kate Martens, Board Clerk



**TO:** Superintendent Jon Graff  
School Board Members

**FROM:** Megan Gracia, Business Manager

**DATE:** February 23<sup>rd</sup>, 2026

**RE:** Donation – Edward Schultz Scholarship

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A donation of \$7,500 was made to the School District in memory of Edward Schultz. Traditionally, this donation has gone to support six annual scholarships. Four of the scholarships are in the amount of \$1,250 and are awarded to students who are active participants in co-curricular activities or involved in community service. Two of the scholarships are in the amount of \$500 and are awarded to students who plan to attend a career, technical, or vocational college program.

We are grateful for the continued support and assistance given to our SPPS students looking to further their education.

We request that you accept this donation.



**TO:** Superintendent Jon Graff  
School Board Members

**FROM:** Megan Gracia, Business Manager

**DATE:** March 2<sup>nd</sup>, 2026

**RE:** Donation – Kley Family Achieve. Scholarship

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A donation of \$2,000 was made to the District by the Kley Family. This donation is to go towards two \$1,000 scholarships for our graduating seniors.

We request that you accept this donation.



**TO: Jon Graff, Superintendent  
School Board**

**FROM: Tami Skinner, Community &  
Family Education Director**

**SUBJECT: Prairie Lakes Regional Arts  
Council Grant**

**DATE: March 3, 2026**

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Saint Peter Community & Family Education has successfully secured a \$5,000 grant from Prairie Lakes Regional Arts Council, a significant and welcome boost for the Community Choir. This grant, active from March 2026 to February 2027, will help further our mission to bring music to the community.

These funds are essential as the 60 member choir prepares for a spring concert and upcoming performances. The grant will allow us to compensate Emily Bruflat, our artistic director, who has devoted countless hours to selecting music, promoting the choir, and preparing for rehearsals. In addition to her directing role, Emily designs concert programs, writes composer spotlights, invites guest musicians, and leads a dedicated team of elected choir members.

I recommend that you accept these grant funds.



**MEMO TO:** Superintendent, Jon Graf  
Members of the School Board

**FROM:** Shea Roehrkasse

**DATE:** 3/9/2026

**SUBJECT:** FFA Student Activity Donations

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Please accept the various donations totaling \$2915 for the FFA student activity account.

- \$1065 from the FFA community meal night
- \$1700 from the Nicollet County Farm Bureau for the upcoming Italy Trip
- \$150 from Jaxson Witty for the Senior FFA posters

Thank you,

Shea Roehrkasse  
Activities Director



## ADDENDUM

### Regular Board Meeting Wednesday, March 18, 2026 SPCC-Governor's Room 5:00 PM

#### VII. ACTION ITEMS

##### 2. AGENDA ITEM #2

**Subject:** Consider Approval of the 2025-2027 Master Agreement with SPEA

**Action:** Requires a Motion

**Background:** The School Board Negotiations Team has reached a 2025-2027 contract agreement with the SPEA group of Saint Peter Public Schools. The SPEA group has ratified this agreement.

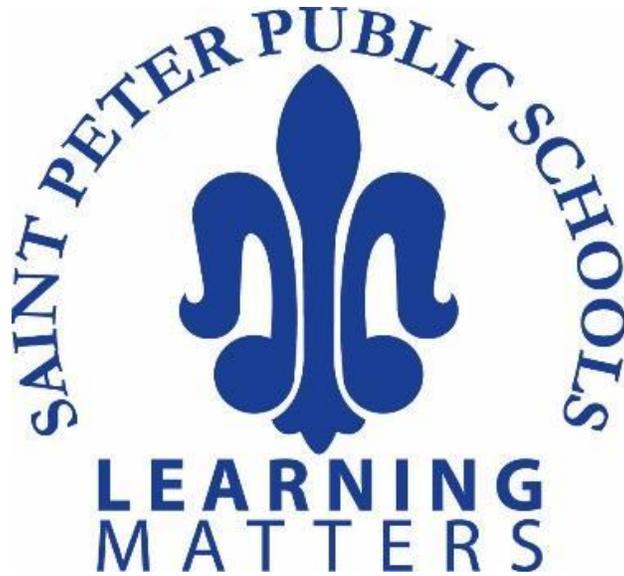
Notable changes include:

1. Co-Curricular Salary Schedule:
  - a. 5% increase in 2026-2027
  - b. Adjustment of categories to include
    - i. Head and Assistant Cheer Advisors,
    - ii. Fall and Spring Play Director and Technical Director to equivalent pay as Head Coaches
    - iii. Fall and Spring Play Assistant Directors to equivalent pay as Assistant Coaches
    - iv. The addition of FFA Lead and Assistant Advisors
2. Leave:
  - a. Shifting to PTO beginning in 2026-2027.
    - i. Decrease in accrued leave from 180 days to 120 days
3. Salary
  - a. 2025-2026
    - i. Decrease step 11 by 1%
    - ii. Add step 12
  - b. 2026-2027
    - i. Increase salary schedule by 2.6%
4. Insurance
  - a. 2025-2026
    - i. Increase family insurance cap to \$25,392
  - b. 2026-2027

- i. Increase single insurance cap to \$18,000
- ii. Increase family insurance cap to \$26,154

**Presentation:** HR/Negotiations Committee  
Superintendent of Schools, Jon Graff

**Options/Recommendation:** I recommend your approval of the Master Agreement with the SPEA group for 2025-2027.



**SAINT PETER PUBLIC SCHOOLS**  
**Agreement with**  
**Saint Peter Education Association**

**2025-2026**  
**and**  
**2026-2027**

ARTICLE 1 - PURPOSE	3
ARTICLE 2 - RECOGNITION	3
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**TEACHER MASTER AGREEMENT**  
**2025-2026~~2023-2024~~ AND 2026-2027~~2024-2025~~**

**ARTICLE 1 - PURPOSE**

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

**ARTICLE 2 - RECOGNITION**

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

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

**SECTION 3. TEACHER:** The word "teacher" shall mean any degreed person employed by the School District in a position for which licensure is required by the state of Minnesota or in a position of physical therapist or occupational therapist, art therapist, music therapist or audiologist, except Superintendent, assistant superintendent, principals, and assistant principals who devote more than 50 percent of

their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, emergency employees, and daily substitute teachers who do not replace the same teacher for more than 30 working days.

#### **SECTION 4. PART-TIME TEACHER:**

SUBD. 1. A part-time teacher is a teacher who is a member of the bargaining unit and is employed [less than full-time](#) through a contract with the School District.

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

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

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

SUBD. 5. A part-time teacher will receive a prorated amount of sick leave, personal leave, serious illness, and death leave, as provided in this Master Agreement. [Starting with the 2026-2027 school year, PTO shall be credited to part-time teachers prorated by FTE status.](#) Other fringe benefits provided for full-time teachers will not be provided to part-time teachers.

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

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

### **ARTICLE 3 - TERMS AND CONDITIONS OF EMPLOYMENT**

**SECTION 1. MEANING OF TERMS AND CONDITIONS:** The term "terms and conditions of employment," means the hours of employment, the compensation therefor, including fringe benefits except retirement contributions or benefits other than

School District payment of, or contribution to, premiums for group insurance coverage of retired teachers or severance pay, and the school District's personnel policies affecting the working conditions of teachers, ~~personnel policies affecting the working conditions of the teachers.~~ The term does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of PELRA.

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

## ARTICLE 4 - DEFINITIONS

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

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

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

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

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

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

### SECTION 7. TIERED 2 LICENSED TEACHERS

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

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

~~SUBD. 3. Salary:~~ Tier 2 teachers will be compensated as provided for in ARTICLE 374

and the appropriate salary schedule.

SUBD. 4. Applicable Sections of the Master Agreement: Tier 2 teachers shall be covered by all articles of the Master Agreement with the exception of Article ~~2219~~-Unrequested Leave of Absence (ULA).

## **SECTION 8. TIER 1 ~~LICENSED~~LICENCED TEACHERS**

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

SUBD. 2. Salary: Tier 1 teachers will be compensated as provided for in ARTICLE ~~374~~ and the appropriate salary schedule.

## **ARTICLE 5 - SCHOOL DISTRICT RIGHTS**

**SECTION 1. INHERENT MANAGERIAL RIGHTS:** The Association recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction, and number of personnel.

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

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

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

## ARTICLE 6 - ASSOCIATION SECURITY

**SECTION 1. DUES CHECK OFF:** Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Association, including the Saint Peter Education Association, Minnesota Valley Uniserv, Education Minnesota, and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing between September 1 and September 30 of any year. Pursuant to such authorization, the School District shall deduct 1/20 of such dues from the regular salary check of the teacher for 10 months beginning in October 1 and ending in July 31 of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following July. The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgements, and executions or other forms of liability, liquidated or unliquidated, which for any person may have or claim to have, now or in the future arising out of or by reason of the deduction of dues specified by the exclusive representative.as provided herein.”

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

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

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

**SECTION 5. RIGHT TO JOIN:** Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such

organizations. Teachers in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for negotiating grievance procedures and the terms and conditions of employment.

**SECTION 6. TRANSACTION OF ASSOCIATION BUSINESS:** Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on School District property at all reasonable times, provided that this business shall not interfere with or interrupt normal School District operations.

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

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

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

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

## **ARTICLE 7 - PERSONNEL FILES**

**SECTION 1. LOCATION OF PERSONNEL FILES:** All personnel files shall be kept in the district office. All teacher evaluations will be printed and placed into the personnel file within two weeks of completion of the paperwork.

**Section 2. REVIEW OF PERSONNEL FILES:** Each teacher shall have the right, upon written request, to review the contents of his/her own personnel file during School District business hours. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

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

**SECTION 32. WRITTEN RESPONSE TO PERSONNEL FILE:** Pursuant to M.S. 122A.40, Subd. 19, a teacher shall have the right to file a written response to any material contained in his/her personnel file.

**SECTION 43. COPY TO TEACHER OF ITEMS IN PERSONNEL FILE:** A copy of any item added to the teacher's file shall be provided to the teacher when the item is included in the file.

## **ARTICLE 8 – EARNED SAFE & SICK TIME**

As a result of contract negotiations, Article 8 will sunset at the end of the 2025-2026 school year. Article 9 - Paid Time Off will govern earned time off allowances beginning in July, 2026.

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

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

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

**SECTION 4. EVIDENCE OF ILLNESS:** The Superintendent may require a teacher to furnish a medical certificate from a qualified physician or psychiatrist as evidence of personal or qualifying family member (MN Stat: 181.9445) illness for more than 2three days. If such a requirement is made, and the teacher is billed, the School District shall pay the entire cost of such billing. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose  
Documentation regarding other allowable absences may be requested as allowable by MN Stat: 181.9447

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

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

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

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

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

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

- a) The teacher has contributed to the bank on an annual basis of up to 12 years or a total of 12 days. After 12 days, future contributions are

voluntary. Forms to contribute days will be made available to teachers during opening of school workshops or when they are hired. Contributed days will be subtracted from the teacher's accrued sick leave time.

- b) The teacher has accumulated, on average, a minimum of 6 days per year for each year he/she has taught in the School District prior to the situation which caused the teacher to need to use the sick leave bank. Days used to cover a disability will lower the qualifying requirement by the number of days used for the disability. Days contributed to the sick leave bank will count as accumulated.
- c) The teacher has exhausted his/her sick leave.
- d) The situation which has caused the teacher to exhaust his/her sick leave is a situation that is covered under the definition of a serious illness in [article 119](#) below.

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

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

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

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

## **ARTICLE 9 - PAID TIME OFF**

**SECTION 1. PTO:** Starting with the 2026-2027 school year, at the beginning of each school year, a full-time teacher shall be credited with ~~twelve (12)~~ days of paid time off (PTO) to be used as the individual chooses as long as the request meets the guidelines as set forth in this article. PTO shall be credited to part-time teachers prorated by FTE status. All ~~twelve (12)~~ paid time off days must be used before the sick leave account days can be accessed with the exception of conditions identified in ~~subd~~SUBD. 1 and ~~subd~~SUBD. 2 of this section. Sick leave account days may only be used for illness. Please refer to ~~SECTION~~Section 3 for information on sick leave accounts.

SUBD. 1. Teachers who experience a leave under the provisions of Minnesota Statute 181.9413 Sick Leave Benefits; Care of Relatives that results in an absence for more than ~~three (3)~~ consecutive contract days will access their sick leave account on the fourth (4th) consecutive day and beyond. The teacher may be required to present a doctor's certification to invoke this clause.

SUBD. 2. Teachers who have had a significant medical condition can use ~~3 three~~ PTO days non-consecutively and then jump to using their sick leave account. This allows for an understanding that in the coming weeks/months, during the contract year that the teacher may need to attend follow-up visits or need time due to relapse. Teachers must submit leave requests to the School District administration in accordance with ~~SECTION~~section 2.

**SECTION 2. USE OF PTO:** PTO shall be approved only upon submission of a PTO request setting out the dates claimed for PTO to the building principal or his/her designee via the School District's online Absence & Substitute Management System (Frontline). With exception of leave used for emergencies or illness, all leave requests are to be made at least 2 days in advance of the requested day to ensure proper substitute coverage. Teachers may request increments of 0.5 and 1.0 PTO days. Actual time absent from work during a single contract day shall be rounded up to the nearest increment as listed above. In cases where PTO is used because of a personal or family illness, the leave request shall be entered into the Absence and Substitute Management System (Frontline) by the teacher as a matter of responsibility immediately so that the absence can be filled through the sub calling process.

**SECTION 3. USE OF SICK LEAVE ACCOUNT DAYS:** Use of sick leave account days are days with pay which shall be allowed by the School District whenever a teacher's absence on teacher duty days is found to have been due to any reason under the provisions of Minnesota Statute 181.9413 Sick Leave Benefits Care of Relatives; which prevents the teacher's attendance at school, and the teacher has already used all of his/her PTO. The School District may require a teacher to furnish satisfactory evidence that absence was by reason as defined by Minnesota Statute 181.9413 which prevented his or her attendance at school and performance of duties on that day or days.

**SECTION 4. UNUSED PTO Days:** A teacher shall be credited with ~~twelve (12)~~ days PTO at the beginning of each school year. If not used during the school year, this leave will be added to their accumulated sick leave account. At the end of the school year a maximum of 120 days of leave will be carried forward to the next year. With the initial

setting of sick leave accounts to 120, teachers with existing sick leave accounts over 120 days will be paid \$50 per day (the existing retirement rate) for every day over the 120 day limit. This payment will be made directly to the teacher's HRA account.

**SECTION 5. UNUSED LEAVE AND BANKED TIME OVER 120 DAYS:**

Unused PTO days shall be credited to the teacher's sick leave account at the end of the school year. If, however, the teacher's banked time at the end of the school year is in excess of 120 days, teachers shall be compensated at the rate of \$125 (or 62.5% of the established daily substitute rate). This payment shall be made prior to the end of the fiscal/contract year. The total number of days in the account shall not be more than 120 days going into the new school year.

**SECTION 6. LIMITS:**

To ensure proper staffing, no more than three teachers from each building shall be granted leave at the same time. If proper coverage can be obtained, the three-teacher limit may be waived at the discretion of the building principal.

Limitations in this section do not pertain to leave utilized for reasons of illness or emergency.

**SECTION 7. TEACHERS MARRIED TO EACH OTHER:**

Two teachers married to each other, both working in the School District, may combine their days earned under this article to cover absences necessitated by the illness or disability of a parent, spouse, or dependent child in need of the teacher's personal care or attention.

**SECTION 8. SICK LEAVE BANK:**

SUBD. 1. The current Sick Leave Bank contributions will be discontinued starting with the 2026-2027 school year. Current Staff Members that have contributed to the Sick Leave Bank will be paid \$50 per day (the existing retirement rate for every day that they have contributed).

SUBD. 2. Remaining days in the Sick Leave Bank: A teacher may use days from the sick leave bank if the following conditions have been met:

- a. ) The teacher has exhausted his/her sick leave and PTO days.
- b. ) The situation which has caused the teacher to exhaust his/her sick leave is a situation that is covered under the definition of a serious illness in ARTICLE [119](#) below.

SUBD. 3. A teacher may not use days from the sick leave bank to substitute for extended maternity leave.

SUBD. 4. The School District may extend this provision to a teacher who does not meet the guidelines under extenuating circumstances.

SUBD. 5. A teacher using the sick leave bank must take income protection insurance once he/she becomes eligible to use it.

SUBD. 6. A request to draw sick days must be presented, in writing, to the superintendent or his/her designee and the executive board of the exclusive representative.

## **ARTICLE 10 - COMPENSATORY LEAVE**

**SECTION 1:** Compensatory Leave will be granted for assignment of a teacher to a class or school related duty during a preparation period, or the coverage of other classes. Other teaching-related duties assigned outside of the contracted school day may also be granted Compensatory Leave if deemed appropriate and approved in advance by the Superintendent.

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

SUBD. 2. After an accumulation of ~~four hundred fifty (450)~~ minutes, the teacher will be eligible to request and receive ~~one-day (1)~~ of Compensatory Leave. Compensatory Leave can only be taken in full day increments. Compensatory Leave is ~~cumulative~~ to a maximum of ~~two (2)~~ days and may be carried over to the next school year.

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

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

SUBD. 5. Requests for compensatory leave must be made to the building principal at least ~~two (2)~~ days in advance. Requests shall be considered only upon submission of a request made through the district's automated absence management system and must have a substitute assigned to the absence. No more

than 3 teachers from each building shall be granted personal (PTO in 26-27 school year) or compensatory leave during the same school day.

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

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

## **ARTICLE 119 - SERIOUS ILLNESS OR BEREAVEMENT LEAVE**

### **SECTION 1: DEFINITIONS:**

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

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

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

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

**SECTION 4. ADDITIONAL FUNERALS:** A teacher shall be given the opportunity to attend the funerals of persons not covered in the above sections. In such cases, the teacher shall reimburse the School District for the cost of a substitute.

## **ARTICLE 1210 - CHILD CARE LEAVE**

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

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

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

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

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

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

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

**SECTION 7. NOTIFICATION:** If a teacher complies with all provisions of this article, childcare leave will be granted by the School District. The School District shall notify the teacher of its decision in writing no later than 30 days of receiving the request for said leave.

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

- a) That the position in the School District has not been terminated under the conditions covered in the article concerning unrequested leave of absence.

- b) That the teacher is able to perform the duties of the position.
- c) That the teacher returns on the date designated on the request for leave approved by the School District; provided, however, that if complications develop which prohibit such return as verified in writing by the teacher's physician, the teacher may extend the leave up to 1 year from the commencement date of the leave.

**SECTION 9. PROBATIONARY TEACHERS:** The applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have the opportunity to evaluate a teacher's performance. Periods of time for which the teacher is on childcare leave shall not be counted in determining the completion of the probationary period.

**SECTION 10. EXPERIENCE CREDIT AND UNUSED LEAVE:** A teacher who returns from childcare leave within the provisions of this article shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit or leave time during the period of absence for childcare leave.

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

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

## **ARTICLE 1311 - LONG-TERM FAMILY CARE LEAVE**

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

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

respond to the applicant in writing within ~~thirty~~ 30 days.

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

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

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

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

## **ARTICLE ~~1412~~ – ADOPTION LEAVE**

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

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

**SECTION 3. DURATION OF LEAVE:** Adoption leave will commence on an agreed-upon date and may be for a period of up to 12 months. The School Board may extend the leave beyond 12 months to achieve the best possible return date for both the teacher and the students. This extension must be mutually agreed upon prior to the commencement of the leave.

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

**SECTION 5. PARTICIPATION IN INSURANCE PROGRAMS:** A teacher on adoption leave is eligible to participate in group insurance programs as governed by the

FMLA. The teacher has the right to participate in all other insurance programs offered by the School District at his/her own expense. The teacher may continue in health insurance coverage beyond the FMLA at his/her own expense while on leave. The right to continue participation in such group programs, however, will terminate if the teacher does not return to the School District pursuant to this article.

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

## **ARTICLE 1513 – FAMILY AND MEDICAL LEAVE (FMLA)**

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

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

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

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

**SECTION 4. SUBSTITUTION OF PAID LEAVE:** The teacher may elect to substitute paid sick leave or paid personal leave ([PTO in school year 26-27](#)) for leave otherwise provided under this article. Substitution of paid sick leave may be elected to the extent the circumstances meet the usual requirements for the use of sick leave. However, nothing in this Agreement shall require the School District to combine leaves for a period of time that exceeds 12 weeks.

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

## **ARTICLE 16 - MINNESOTA PAID LEAVE**

Section 1. PURPOSE: Beginning on January 1st, 2026, employees are eligible to participate in Minnesota Paid Leave (MPL). The guidelines for this are as follows:

Section 2. STATUTORY AUTHORITY: Employees are eligible to participate in MPL pursuant to MN Statutes 268B et Seq. Family Medical Benefits

Section 3. COSTS OF MPL: The employer shall pay 50 percent of the total premium for MPL set by the Minnesota Department of Employment and Economic Development (DEED). Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

Section 4. NOTIFICATION TO THE EMPLOYER: Pursuant to Minnesota Statute Section 268B.085 employees taking MPL shall provide the employer 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.

Section 5. CHANGES TO THE STATE LAW: In the event that relevant state laws change, the District and the teachers Exclusive Representative agree to form a work group to investigate and work collaboratively on changes to the language in this section.

## **ARTICLE ~~17~~14 - SABBATICAL LEAVE OF ABSENCE**

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

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

- a) Name of applicant;

- b) Department or grade level of the applicant;
- c) Period of leave
  - 1) full year - all day,
  - 2) full year - half-day,
  - 3) first semester,
  - 4) second semester,
- d) Any past use of sabbatical leave;
- e) Description of preparation for leave;
- f) Description of courses/activities/projects involved in leave;
- g) Expected outcomes of leave;
- h) Plan for a brief presentation of the results of the leave to the School Board, the date which shall be mutually agreed upon between the School Board and applicant; and
- i) A letter of endorsement from at least 2 of the following:
  - 1) department chairperson or grade level leader,
  - 2) principal,
  - 3) Superintendent,
  - 4) department chairperson from institute involving course work or a letter of acceptance from a college or university or proof of a grant or fellowship for study, if applicable, and
  - 5) a related party involved in the leave, if applicable.

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

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

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

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

**SECTION 5. INABILITY TO COMPLETE THE LEAVE:** In the event the teacher on sabbatical leave is unable to fulfill his/her duties after the sabbatical leave because of

death, illness, or injury, the salary repayment shall be waived by the School District.

**SECTION 6. REQUIREMENTS WHILE ON LEAVE:** Not more than the equivalent of 1 teacher shall be granted a sabbatical leave during any single year of the Master Agreement. The allowance granted to a teacher on sabbatical leave shall be 75 percent of the basic salary of the teacher for the school term during which the sabbatical leave takes place. If said leave is for less than the full school year, then said allowance shall be reduced proportionately. If a teacher, while on sabbatical leave, is employed in a gainful occupation for which the teacher receives compensation (excluding employment which the teacher holds during times when the teacher would not otherwise be actively teaching, e.g. summer work, National Guard employment, etc.), then the teacher shall still receive 75 percent of his/her basic salary, provided that the total compensation from all sources shall not exceed 100 percent of the total income which the teacher would have received working in the School District during the year of leave. A representative of the School District will meet with the teacher before the leave commences in order to determine the amount of full salary, applicable sources of income, and the 75 percent figure. The teacher on leave shall be required to report to the School District each month his/her income from all applicable sources by furnishing copies of check stubs or other evidence of income earned. If the School District determines that the teacher has received or will receive from said outside employment sufficient sums so that the teacher's leave allowance, together with said outside compensation, exceeds the teacher's total income which he/she would have received from the School District, then the School District may withhold sufficient sums from said leave payments so that the teacher does not receive any more during said leave than he/she would have received from full employment in the School District during the year of the leave.

**SECTION 7. ACCRUAL OF BENEFITS ON LEAVE:** Teachers on sabbatical leave of absence shall, on their return to the School District, be eligible to maintain regular progress on the salary schedule and shall receive the benefit of adjustments in the basic salary schedule and other conditions of employment. All [fringe insurance](#) and accrued benefits provided by the Master Agreement, except sick leave ([PTO beginning in 2026-2027](#)), shall be maintained during said leave.

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

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

**SECTION 10. INTENT TO RETURN FROM LEAVE:** The teacher on leave shall indicate intent to return by notifying the Superintendent, in writing, prior to March 1 of

the year of sabbatical leave, or the balance of the salary allowance for the leave of absence shall be canceled, and the teacher shall be liable to the School District for any sabbatical salary received.

## **ARTICLE 1815 - LONG-TERM PERSONAL LEAVE**

**SECTION 1. TWO-YEAR LEAVE:** A long-term personal leave of absence of up to 2 years may be granted to any teacher, upon written application, for the purpose of engaging in a study at an accredited college or university related to the teacher's teaching responsibilities, foreign or military teaching programs, or as a full-time participant in the Peace Corps or Jobs Corps. Written application for such leave must be submitted to the Superintendent at least ~~ninety~~ 90 days prior to the commencement of the leave. The applicant shall provide a planned proposal outlining the request for a long-term personal leave of absence. The proposal shall include, but not be limited to, the following:

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

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

- a) Name of applicant;
- b) Department or grade level of the applicant;
- c) Period of leave
  - a. 1 year
- d) Description of courses/activities/projects involved in the leave;
- e) Expected outcomes of the leave; and

f) Plan to provide a synopsis of the outcome of the leave upon the completion of said leave.

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

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

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

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

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

## **ARTICLE 1916 - MILITARY LEAVE**

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

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

## **ARTICLE 2017 - ASSOCIATION LEAVE**

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

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

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

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

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

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

## **ARTICLE 2118 - PERSONAL LEAVE**

As a result of contract negotiations, Article 21 will sunset at the end of the 2025-2026 school year. Article 9 - Paid Time Off will govern earned time off allowances beginning in July, 2026.

**SECTION 1. ACCUMULATION OF LEAVE:** At the beginning of each school year, a full-time teacher or any part-time teacher shall be granted 2 days of personal leave to be used at the discretion of the teacher for situations that arise requiring the teacher's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Master Agreement. The maximum number of consecutive personal leave days that may be used by a teacher at any given

time is 5 days. The teacher will use paid personal days and unpaid personal days to a maximum of 5 days. Consecutive days shall include days before and after holidays. For part-time teachers, all amounts are prorated. This leave may accumulate to a maximum of 6 days. Once the teacher has reached the 6-day maximum, the teacher shall be entitled to receive, upon written request by the last day of the school year, the sum equal to the daily substitute rate at the end of the school year for any personal days in excess of 6 days not used during the school year.

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

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

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

## **ARTICLE 2219 - UNREQUESTED LEAVE OF ABSENCE (ULA)**

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

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

- a) The word teacher means a full-time or part-time tenured teacher.
- b) The word qualified shall mean a certified teacher who is approved by the Minnesota Department of Education to teach in the subject matter or field taught and has taught or requested to teach the subject matter in the past ~~five~~(5) years.
- c) The term subject matter or field shall mean teachers in the following categories:
  - 1) Early Childhood Special Education ECSE
  - 2) Elementary Categories:

- A) kindergarten, and
  - B) grades 1 through 6.
- 3) Secondary Categories:
- A) business education,
  - B) counselor,
  - C) foreign language,
  - D) health,
  - E) home economics (family and consumer science),
  - F) industrial arts (industrial technology),
  - G) language arts,
  - H) mathematics,
  - I) science,
  - J) social studies,
  - ~~K) activities director,~~
  - ~~KL) vocational,~~ and
  - ~~LM) speech.~~
- 4) K-12 Categories:
- A) art,
  - B) computer coordinator,
  - C) emotional/behavior disorders,
  - D) specific learning disabilities,
  - E) developmentally and cognitively disabled (DCD)
  - F) music,
  - G) media/librarian,
  - H) physical education,
  - I) developmental/adaptive physical education,
  - J) speech therapist,
  - K) gifted/talented,
  - L) English as a second language (ESL),
  - M) social worker, and
  - N) school nurse.
- 5) lane designation:
- A) BA;
  - B) BA+10;
  - C) BA+20;
  - D) BA+30;
  - E) MA;
  - F) MA+10;
  - G) MA+20;
  - H) MA+30;
  - I) MA+40.

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

e) The term school district shall have the same meaning as defined in ARTICLE 1 of this Master Agreement.

**SECTION 3. ULA:** The School District may place on ULA for a period not exceeding the period of time set forth in this section, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Such leave shall be effective no later than the close of the school year or at such an earlier time as mutually agreed between the teacher and the School District. Teachers placed on such leave shall receive notice by June 1 of the school year prior to the commencement of such leave with reasons therefore, without the necessity for any hearing applicable to ULA, except that a hearing may be requested by the employee within 10 days of the School Board proposal of ULA. The purpose of the hearing will be to show any violation of this article. This shall be the process for resolution of ULA disputes and are not grievable under Article 296 of the Master Agreement. No teacher who has acquired tenure rights shall be placed on ULA while probationary, Tier 1, and Tier 2 teachers are retained in positions for which the teacher who has acquired tenure rights is licensed and qualified.

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

School District commenced on the same date who would have equal seniority, the selection of the teacher for purposes of discontinuance shall be in accordance with the following order of criteria:

- a) The teacher or teachers on the lower-numbered step of the salary schedule shall be terminated first;
- b) If teachers with identical seniority who are on the same step of the salary schedule, then the teacher or teachers with the fewest number of total years teaching public school shall be terminated first;
- c) If, after the application of the above criteria, a tie still remains, then the teacher or teachers on the lower lane or lanes of the salary schedule shall be terminated first; and
- d) If, after the application of the above criteria, a tie still remains, job performance, as evaluated and documented by the School District, shall be used as the deciding factor. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

**SECTION 4. REINSTATEMENT:** No new teacher shall be employed by the School District while any teacher qualified in the same field and subject matter is on ULA. Teachers placed on ULA shall be reinstated to positions from which they have been given leave or any other available position in the School District in the category or categories in which they are licensed and qualified as such positions become available, provided they have had regular public school teaching experience within the last 5 years in the category in which the position becomes available, or provided that they have complied with the requirements set forth in the preceding section. The order of reinstatement shall be in inverse order in which teachers were placed on ULA, i.e., the last teacher placed on ULA who is qualified and certified for the position shall be the first recalled. If a teacher earns an additional license while on ULA, said teacher shall have seniority in such new licensed categories from the initial date of employment. When placed on ULA, a teacher shall file with the School District personnel office his/her name and the address to which any notice of reinstatement or availability of position shall be mailed. Proof of service in the form of a certified letter by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and any teacher on ULA shall be responsible for providing for forwarding of mail or for address change. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this section. If a position becomes available for a qualified teacher on ULA, the

School District shall mail the notice in the form of a certified letter to such teacher who shall have 20 days from the date of such notice to accept the reemployment. Failure to reply, in writing, within such a 20-day period shall constitute a waiver on the part of any teacher to any further rights of employment or reinstatement and said teacher shall forfeit any future reinstatement or employment rights. In the case of a mid-year vacancy, the teacher qualifying for reinstatement shall signify intention to accept or decline the position within 20 days of the date of the notice. Said teacher may choose to return to said position at the time of its availability or at the beginning of the ensuing school year.

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

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

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

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

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

## **ARTICLE 2320 - LONG-TERM DISABILITY LEAVE**

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

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

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

## **ARTICLE 2421 - WORKERS' COMPENSATION**

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

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

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

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

## **ARTICLE 2522 - COURT PROCEEDINGS**

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

**SECTION 2. COMPENSATION FOR OTHER COURT PROCEEDINGS:** Any teacher summoned or subpoenaed to provide testimony or information to any agency, commission, board, legislative committee, arbitrator, or court, during the regular workday, shall be provided leave with pay for each day or part thereof which the teacher is required to be absent. The teacher shall reimburse the School District that compensation, except for mileage reimbursement and meal allowance, which he/she receives for providing such testimony. The teacher may elect compensation in place of the daily pay from the School District.

## **ARTICLE 2623 - PROFESSIONAL DEVELOPMENT**

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

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

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

## **ARTICLE 2724 - RELEASED TIME**

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

## **ARTICLE 2825 - POLITICAL ACTIVITY OF TEACHERS**

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

## **ARTICLE 2926 - GRIEVANCE PROCEDURE**

## **SECTION 1. DEFINITIONS AND INTERPRETATIONS:**

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

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

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

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

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

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

SUBD. 1. In the event that the Association believes that there is a basis for a

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

LEVEL 1. If the grievance is formally filed in writing, the principal or the School District's designee shall give a written decision on the grievance to the parties within 5 days after receipt of the grievance.

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

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

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

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

SUDB. 2. The School District and the teacher shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the School District and the teacher organization are unable to agree on an arbitrator within 5 days, they shall request from the Minnesota Bureau of Mediation Services (BMS), a list of 5 qualified arbitrators. The parties shall alternately strike names from the list of 5 arbitrators until only 1 name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin.

SUBD. 3. The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing Agreement.

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

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

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

SUBD. 7. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

SUBD. 8. A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this section, the teacher shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

## **ARTICLE 3027 - MEET AND CONFER**

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

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

**SECTION 3. TIME OF THE MEETINGS:** All meetings will regularly be scheduled to take place as promptly as possible at 3:35 p.m. The teachers involved will be freed

from assigned instructional responsibilities for these meetings unless otherwise mutually agreed.

## **ARTICLE 3128 - HOURS OF SERVICE**

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

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

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

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

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

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

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

**SECTION 8. NORMAL TEACHING LOAD:** A kindergarten teacher will have no more

than 21 students in his/her class; a 1-3 grade classroom teacher 25 students; 4<sup>th</sup> grade classroom teacher 27 students. If a classroom teacher is asked to teach a class that exceeds this number, he/she will be compensated using the overload assignment rate.

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

### **SECTION 9. Overload Assignment Rate**

Any teacher who exceeds the normal teaching load as stated in Article [3128](#) will be compensated as follows:

- a. A middle and high school teacher will be paid \$44 per hour (i.e., 60 minutes)
- b. An elementary teacher will be paid \$44 per day
- ~~b.c.~~ K-4 (Specialists - Art, Music, STEAM, Physical Education) will be paid \$5.20 per class taught per day with an overload of students as defined in Article [3128](#), Section 8.
- c.d. Overload compensation will be reviewed quarterly by the beginning of the third week of each quarter.

## **ARTICLE [3229](#) - SPECIAL AND STUDENT TEACHING ASSIGNMENTS**

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

**SECTION 2. STUDENT TEACHING ASSIGNMENTS:** All teachers who are recommended by the Superintendent to assist in the student teaching program and who mutually agree shall participate in the program as supervisory teachers. Supervisory teachers, in this instance, are not supervisory employees as defined in

PELRA. All monies received by the School District for student teachers shall be distributed to the supervising teacher.

## **ARTICLE 3330 - LENGTH OF SCHOOL TERM**

**SECTION 1. TEACHER DUTY DAYS:** Pursuant to M.S. 120A.40, the School Board shall establish the number of school days and teacher duty days for the next school year prior to June 1 of each year, and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and pursuant to such authority, has determined to conduct school. The school year for 20253-20264 shall consist of 185 duty days, and the school year for 20264-20275 shall consist of 185 duty days. The School Board may not decrease the number of contracted days, but it may increase the number of contract days by up to 5, thus increasing duty days in the Agreement from 185 up to a possible 190. If the School District adds days, the teachers will be paid their daily rate as determined by dividing the individual teaching contract salary by 185. The School Board will meet with a representative of the Association prior to making this decision.

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

## **ARTICLE 3431 - TEACHER ASSIGNMENT AND TRANSFERS**

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

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

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

**SECTION 4. EXTRA-CURRICULAR/CO-CURRICULAR ASSIGNMENTS:** Any teacher applying for a co-curricular vacancy occurring within the School District will be guaranteed an interview for said position. Whenever said teacher is a member of the

bargaining unit, **he/she must have a current Minnesota teaching license to be considered for positions.** All teachers will be notified of vacancies and new positions as they become available. If no member of the bargaining unit has applied for a vacancy, then, the School District may fill the position with the most qualified applicant. The right of assignment is a management right.

**SECTION 5. UNTENURED TEACHERS:** Any untenured teacher released by the School District for reasons other than cause shall be guaranteed an interview for any job opening in the School District for which he/she is qualified.

## **ARTICLE 3532 - RETIREMENT**

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

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

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

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

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

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

The district will contribute eligible funds into a district sponsored retiree Health Reimbursement Arrangement (HRA) on behalf of the teacher annually in the amount equal to the lesser of the plan chosen by the eligible teacher or \$14,000. The contribution to be made monthly in the amount of 1/12<sup>th</sup> of the annual amount until the eligible School District funds have been exhausted. If an eligible teacher elects medical coverage outside of the district's plans, they will be ineligible to return to the district's group plan(s). Upon retirement for any year in which the teacher

qualifies for retirement, a teacher will be credited with one hundred dollars (\$100) per day of unused sick leave for up to ten (10) days of sick leave in excess of 185 days. The amount credited under this provision will be added to the \$60,000 that may be used towards the purchase of medical insurance during retirement. This money is for continuing medical insurance coverage if eligible. In the event of the teacher's death, this benefit ceases.

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

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

**SECTION 4. PAYMENT FOR UNUSED SICK LEAVE:** Any teacher who has been employed at least 10 consecutive years by the School District may retire at age 56 or thereafter. A teacher will be paid \$50 per day for any accumulated, unused sick leave days for a maximum of up to the equivalent of one (1) contract year. A teacher may have the payment deposited into an HRA as allowed under Section 5 below. If a teacher reaches age 56 after the end of the school year and prior to the beginning of the next school year, he/she will be considered retiring at age 56.

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

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

SUBD. 1. The following provisions will apply:

- a) An eligible teacher must submit a letter to the Superintendent requesting a leave of absence for early retirement purposes prior to March 15 of the [school](#) year preceding the requested leave.
- b) An "Agreement for Leave of Absence Incentive" must be approved by the School Board prior to April 15 of the [school](#) year preceding the requested leave.
- c) At the conclusion of the leave, the teacher will be eligible for continued group health insurance as outlined in Article [362](#)-Section 1 of the Master Agreement.

SUBD. 2. The following incentives will apply:

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

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

### **SECTION 7. POST-RETIREMENT HEALTH CARE ARRANGEMENT:**

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

SUBD. 1. Within 60 days of the effective date of retirement, the School District shall contribute \$45 per day for any accumulated, ~~unused sick leave~~sick leave account days for a maximum of up to 120 days~~the equivalent of one contract year~~ into the district sponsored Post-employment HRA on behalf of eligible employees.

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

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

## **ARTICLE 3633 - GROUP INSURANCE**

**SECTION 1. HEALTH AND HOSPITALIZATION INSURANCE:** For the 202~~53~~-202~~74~~ contract period, the School District will contribute an amount toward the cost of the premium for health insurance coverage for each teacher who qualifies for and is enrolled in the group health insurance plan as specified below:

#### Individual Insurance Plan:

For the 202~~53~~-202~~64~~ school year, an amount not to exceed ~~\$\$16,85415,900~~ If the cost of the plan is less than \$16,85415,900 the teacher is not entitled to any additional compensation. Beginning in 202~~64~~-202~~75~~, this amount is increased to ~~\$18,00016,854~~. If the cost of the plan is less than \$18,0006,854 the teacher is not entitled to any additional compensation.

#### Family Insurance Plan:

For the 202~~53~~-202~~64~~ school year, an amount not to exceed ~~\$25,39222,618~~. If the cost of the plan is less than \$25,39222,618 the teacher is not entitled to any additional compensation. Beginning in 202~~64~~-202~~75~~, this amount is increased to ~~\$26,1544,653~~. If the cost of the plan is less than \$26,15424,653 the teacher is not entitled to any additional compensation.

SUBD. 1. ESTABLISHMENT OF HRA/HSA: The School District shall make available tax advantaged plans such as the integrated Health Reimbursement Arrangement (HRA)

and Health Savings Account (HSA) accounts to all eligible bargaining unit members.

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

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

- a. The School District will make an annual contribution, not to exceed HSA IRS limits, to accounts under the health reimbursement arrangement for qualifying bargaining-unit members equal to the deductible in the highest premium VEBA insurance policy or the difference between the costs of the highest premium plan plus the VEBA contribution, less the cost of the premiums for the plan selected, not to exceed the maximum single and or family district contribution levels outlined in Article 363, Section 1.
- b. The contribution will be made on or about the first day of the VEBA/HRA/HSA Plan year. Any employee who leaves prior to the end of the school year will reimburse the School District on a prorated basis for any unused portion of the District's contribution to the HRA/HSA Trust for that plan year. This amount will be deducted from the employee's paycheck with the employee's permission. In the event that the employee does not give permission, the amount will be repaid to the School District through a payment plan mutually agreed to by the employee and the School District .
- c. If a qualified bargaining-unit member enters the HRA/HSA Plan as a participant on a date after the first day of the HRA/HSA Plan year, the School District shall prorate the amount of the School District's contribution to reflect the late entry. If the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the HRA/HSA Plan, the School District shall, at the participant's request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the contribution made to similarly situated participants who entered the HRA/HSA Plan on the first day of the HRA/HSA Plan year. The participant shall be entitled to the same rights of similarly situated employees to

accelerate future School District contributions that are prorated over the HRA/HSA Plan year.

- d. All contributions on behalf of an HRA/HSA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in [SUBD.ubdivision 35](#) below.

SUBD. 3. HIGH-DEDUCTIBLE HEALTH PLAN: The School District shall make available a high-deductible health plan to all eligible bargaining unit members. With respect to qualifying bargaining-unit members, the School District shall contribute an amount up to the insurance contribution identified in Article [363](#), Section 1, minus the annual contribution towards premiums identified in Article [363](#), Section 1, Subd. [42](#).a.

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

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

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

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

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

## **ARTICLE [3734](#) - BASIC SCHEDULES AND RATES OF PAY**

**SECTION 1. 20253-20264 and 20264-20275 SALARY SCHEDULES:** The salaries reflected in the schedules shall be a part of the Master Agreement for the 20253-20264 and 20264-20275 school years.

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

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

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

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

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

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

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

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

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

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

- a) Teachers must submit the following: a request for a lane change letter,
- b) their pre-approval forms,

- c) an official transcript verifying courses were taken, and
- d) forms applicable for PGO credits.

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

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

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

**SECTION 4. EXTENDED EMPLOYMENT:** The School District shall determine the hours, duties, and the length of extended employment and the teacher to perform the services. If the teacher agrees to provide the service, compensation shall be a prorated amount (on the basis of 185 days a year for 20253-20264 and 20264-20275 of the daily basic contract salary of the preceding year) with payment commencing on the 15th day of the month following the first day of service and continuing bi-monthly thereafter.

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

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

Certification Effective Date:

1. National Board Teacher Certification July 1, 2004
2. ASHA Certificate of Clinical Competence July 1, 2019
3. Licensed Independent Clinical Social Worker July 1, 2019
4. National Certified School Counselor July 1, 2021
5. Nationally Certified School Nurse July 1, 2023
6. National Board for Certification in Occupational Therapy

**SECTION 7. DISTRICT LANE:** A teacher may make a lane change to the District Lane by completing 10 credits of School District-approved coursework. The approved categories will include National Board Teacher Certification and Personalized and Equitable Learning. The School District may establish additional categories prior to May 15 of each year after an annual formal consultation with the Association. These 10

credits can be used for a lane change increment as is contained in the salary schedule. A teacher may only access the MA+40 lane after entering Step 11 on the salary schedule. Credits to be considered for application to a lane change must receive prior approval of the Superintendent.

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

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

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

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

1. The number of credits and total cost shall be agreed upon in advance by the teacher and the sSchool dDistrict.
2. The teacher shall be compensated for the cost of tuition, books and supplies as agreed upon by the teacher, the sSchool dDistrict, and the Association.

3. The teacher agrees to teach in the sSchool dDistrict for a minimum of 5 years after the courses have been completed.
4. If the teacher leaves the dDistrict prior to the 5-year time period, the teacher shall reimburse the sSchool dDistrict an amount equal to 20% of the total costs per year for each year remaining of the 5-year period. For example, if the teacher leaves one year after earning the credits, the teacher shall reimburse 80% of the total costs, (leaving after 2 years = 60%, 3 years = 40%, 4 years = 20%, 5 years = 0%).

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## **ARTICLE 3835 - JOB SECURITY**

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

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

## **ARTICLE 3936 - NEGOTIATIONS AND PUBLICATION OF AGREEMENT**

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

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

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

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

to each teacher newly hired in the School District.

## **ARTICLE 4037 - DURATION**

**SECTION 1. TIME FRAME OF AGREEMENT:** This Master Agreement shall be effective as of July 1, 20253, and shall continue in effect until June 30, 20275. If a new and substitute Agreement has not been duly entered into prior to June 30, 20275, the terms of this Agreement shall continue in full force and effect until such substitute Agreement is adopted, which shall be fully retroactive to July 1, 20275.

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

**SECTION 3. FINALITY:** Any matters relating to the current Agreement term, whether or not referred to in this Master Agreement, shall not be open for negotiation during the term of this Master Agreement, except by mutual agreement.

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

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

### ATTACHMENTS:

1. Career Increment Schedule
2. Co-curricular Advisory Fee Schedule
3. Co-curricular Fee Schedule
4. Early Childhood Family Education (ECFE) Salary Schedules 20253-20264 and 20264-20275)

### SALARY SCHEDULES

2025-2026 2023-2024										
Year	Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	11	<u>48,872</u>	<u>50,536</u>	<u>52,252</u>	<u>54,029</u>	<u>55,867</u>	<u>57,764</u>	<u>59,732</u>	<u>61,760</u>	-
		46,880	48,476	50,122	51,826	53,589	55,409	57,297	59,242	-
2	22	<u>50,536</u>	<u>52,252</u>	<u>54,029</u>	<u>55,867</u>	<u>57,764</u>	<u>59,732</u>	<u>61,760</u>	<u>63,861</u>	-
		48,476	50,122	51,826	53,589	55,409	57,297	59,242	61,258	-
3	33	<u>52,252</u>	<u>54,029</u>	<u>55,867</u>	<u>57,764</u>	<u>59,732</u>	<u>61,760</u>	<u>63,861</u>	<u>66,030</u>	-
		50,122	51,826	53,589	55,409	57,297	59,242	61,258	63,338	-
4	44	<u>54,029</u>	<u>55,867</u>	<u>57,764</u>	<u>59,732</u>	<u>61,760</u>	<u>63,861</u>	<u>66,030</u>	<u>68,277</u>	-
		51,826	53,589	55,409	57,297	59,242	61,258	63,338	65,494	-
5	55	<u>55,867</u>	<u>57,764</u>	<u>59,732</u>	<u>61,760</u>	<u>63,861</u>	<u>66,030</u>	<u>68,277</u>	<u>70,596</u>	-
		53,589	55,409	57,297	59,242	61,258	63,338	65,494	67,718	-
6	66	<u>57,764</u>	<u>59,735</u>	<u>61,760</u>	<u>63,861</u>	<u>66,030</u>	<u>68,277</u>	<u>70,596</u>	<u>73,000</u>	-
		55,409	57,300	59,242	61,258	63,338	65,494	67,718	70,024	-
7	77	<u>59,732</u>	<u>61,760</u>	<u>63,861</u>	<u>66,030</u>	<u>68,277</u>	<u>70,596</u>	<u>73,000</u>	<u>75,481</u>	-
		57,297	59,242	61,258	63,338	65,494	67,718	70,024	72,404	-
8	88	<u>61,760</u>	<u>63,861</u>	<u>66,030</u>	<u>68,277</u>	<u>70,596</u>	<u>73,000</u>	<u>75,481</u>	<u>78,046</u>	-
		59,242	61,258	63,338	65,494	67,718	70,024	72,404	74,864	-
9	99	<u>63,861</u>	<u>66,030</u>	<u>68,277</u>	<u>70,596</u>	<u>73,000</u>	<u>75,481</u>	<u>78,046</u>	<u>80,699</u>	-
		61,258	63,338	65,494	67,718	70,024	72,404	74,864	77,409	-
10	1010	<u>66,030</u>	<u>68,277</u>	<u>70,596</u>	<u>73,000</u>	<u>75,481</u>	<u>78,046</u>	<u>80,699</u>	<u>83,447</u>	-
		63,338	65,494	67,718	70,024	72,404	74,864	77,409	80,045	-
11+	1111	<u>68,275</u>	<u>70,598</u>	<u>72,996</u>	<u>75,482</u>	<u>78,047</u>	<u>80,700</u>	<u>83,443</u>	<u>86,284</u>	<u>89,218</u>
+	1114	66,165	68,416	70,740	73,146	75,634	78,203	80,862	83,611	86,454
12+	12	70,596	72,998	75,478	78,048	80,701	83,444	86,280	89,218	92,251

2026-2027 2024-2025										
Year	Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	11	<u>50,143</u>	<u>51,850</u>	<u>53,611</u>	<u>55,434</u>	<u>57,320</u>	<u>59,266</u>	<u>61,285</u>	<u>63,366</u>	-
		48,872	50,536	52,252	54,029	55,867	57,764	59,732	61,760	-
2	22	<u>51,850</u>	<u>53,611</u>	<u>55,434</u>	<u>57,320</u>	<u>59,266</u>	<u>61,285</u>	<u>63,366</u>	<u>65,521</u>	-
		50,536	52,252	54,029	55,867	57,764	59,732	61,760	63,861	-
3	33	<u>53,611</u>	<u>55,434</u>	<u>57,320</u>	<u>59,266</u>	<u>61,285</u>	<u>63,366</u>	<u>65,521</u>	<u>67,747</u>	-
		52,252	54,029	55,867	57,764	59,732	61,760	63,861	66,030	-
4	44	<u>55,434</u>	<u>57,320</u>	<u>59,266</u>	<u>61,285</u>	<u>63,366</u>	<u>65,521</u>	<u>67,747</u>	<u>70,052</u>	-
		54,029	55,867	57,764	59,732	61,760	63,861	66,030	68,277	-
5	55	<u>57,320</u>	<u>59,266</u>	<u>61,285</u>	<u>63,366</u>	<u>65,521</u>	<u>67,747</u>	<u>70,052</u>	<u>72,431</u>	-
		55,867	57,764	59,732	61,760	63,861	66,030	68,277	70,596	-

6	<u>66</u>	<u>59,266</u> <u>57,764</u>	<u>61,288</u> <u>59,735</u>	<u>63,366</u> <u>61,760</u>	<u>65,521</u> <u>63,861</u>	<u>67,747</u> <u>66,030</u>	<u>70,052</u> <u>68,277</u>	<u>72,431</u> <u>70,596</u>	<u>74,898</u> <u>73,000</u>	-
7	<u>77</u>	<u>61,285</u> <u>59,732</u>	<u>63,366</u> <u>61,760</u>	<u>65,521</u> <u>63,861</u>	<u>67,747</u> <u>66,030</u>	<u>70,052</u> <u>68,277</u>	<u>72,431</u> <u>70,596</u>	<u>74,898</u> <u>73,000</u>	<u>77,444</u> <u>75,481</u>	-
8	<u>88</u>	<u>63,366</u> <u>61,760</u>	<u>65,521</u> <u>63,861</u>	<u>67,747</u> <u>66,030</u>	<u>70,052</u> <u>68,277</u>	<u>72,431</u> <u>70,596</u>	<u>74,898</u> <u>73,000</u>	<u>77,444</u> <u>75,481</u>	<u>80,075</u> <u>78,046</u>	-
9	<u>99</u>	<u>65,521</u> <u>63,861</u>	<u>67,747</u> <u>66,030</u>	<u>70,052</u> <u>68,277</u>	<u>72,431</u> <u>70,596</u>	<u>74,898</u> <u>73,000</u>	<u>77,444</u> <u>75,481</u>	<u>80,075</u> <u>78,046</u>	<u>82,797</u> <u>80,699</u>	-
10	<u>1010</u>	<u>67,747</u> <u>66,030</u>	<u>70,052</u> <u>68,277</u>	<u>72,431</u> <u>70,596</u>	<u>74,898</u> <u>73,000</u>	<u>77,444</u> <u>75,481</u>	<u>80,075</u> <u>78,046</u>	<u>82,797</u> <u>80,699</u>	<u>85,617</u> <u>83,447</u>	-
11	<u>1111</u>	<u>70,050</u> <u>68,977</u>	<u>72,434</u> <u>71,324</u>	<u>74,894</u> <u>73,746</u>	<u>77,445</u> <u>76,255</u>	<u>80,076</u> <u>78,848</u>	<u>82,798</u> <u>81,527</u>	<u>85,613</u> <u>84,299</u>	<u>88,527</u> <u>87,164</u>	<u>91,538</u> <u>90,128</u>
<u>12+</u>	<u>12</u>	<u>72,431</u>	<u>74,896</u>	<u>77,440</u>	<u>80,077</u>	<u>82,799</u>	<u>85,614</u>	<u>88,523</u>	<u>91,538</u>	<u>94,650</u>

### CAREER INCREMENT SCHEDULE

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

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

## ECFE/SCHOOL READINESS HOURLY RATES

### 2025-2026 2023-2024 Hourly Rates

Year	Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	14	<u>33.02</u>	<u>34.15</u>	<u>35.31</u>	<u>36.51</u>	<u>37.75</u>	<u>39.03</u>	<u>40.36</u>	<u>41.73</u>	-
		31.68	32.75	33.87	35.02	36.21	37.44	38.71	40.03	-
2	22	<u>34.15</u>	<u>35.31</u>	<u>36.51</u>	<u>37.75</u>	<u>39.03</u>	<u>40.36</u>	<u>41.73</u>	<u>43.15</u>	-
		32.75	33.87	35.02	36.21	37.44	38.71	40.03	41.39	-
3	33	<u>35.31</u>	<u>36.51</u>	<u>37.75</u>	<u>39.03</u>	<u>40.36</u>	<u>41.73</u>	<u>43.15</u>	<u>44.61</u>	-
		33.87	35.02	36.21	37.44	38.71	40.03	41.39	42.80	-
4	44	<u>36.51</u>	<u>37.75</u>	<u>39.03</u>	<u>40.36</u>	<u>41.73</u>	<u>43.15</u>	<u>44.61</u>	<u>46.13</u>	-
		35.02	36.21	37.44	38.71	40.03	41.39	42.80	44.25	-
5	55	<u>37.75</u>	<u>39.03</u>	<u>40.36</u>	<u>41.73</u>	<u>43.15</u>	<u>44.61</u>	<u>46.13</u>	<u>47.70</u>	-
		36.21	37.44	38.71	40.03	41.39	42.80	44.25	45.76	-
6	66	<u>39.03</u>	<u>40.36</u>	<u>41.73</u>	<u>43.15</u>	<u>44.61</u>	<u>46.13</u>	<u>47.70</u>	<u>49.32</u>	-
		37.44	38.72	40.03	41.39	42.80	44.25	45.76	47.31	-
7	77	<u>40.36</u>	<u>41.73</u>	<u>43.15</u>	<u>44.61</u>	<u>46.13</u>	<u>47.70</u>	<u>49.32</u>	<u>51.00</u>	-
		38.71	40.03	41.39	42.80	44.25	45.76	47.31	48.92	-
8	88	<u>41.73</u>	<u>43.15</u>	<u>44.61</u>	<u>46.13</u>	<u>47.70</u>	<u>49.32</u>	<u>51.00</u>	<u>52.73</u>	-
		40.03	41.39	42.80	44.25	45.76	47.31	48.92	50.58	-
9	99	<u>43.15</u>	<u>44.61</u>	<u>46.13</u>	<u>47.70</u>	<u>49.32</u>	<u>51.00</u>	<u>52.73</u>	<u>54.53</u>	-
		41.39	42.80	44.25	45.76	47.31	48.92	50.58	52.30	-
10	1010	<u>44.61</u>	<u>46.13</u>	<u>47.70</u>	<u>49.32</u>	<u>51.00</u>	<u>52.73</u>	<u>54.53</u>	<u>56.38</u>	-
		42.80	44.25	45.76	47.31	48.92	50.58	52.30	54.08	-
11+	1111	<u>46.13</u>	<u>47.70</u>	<u>49.32</u>	<u>51.00</u>	<u>52.73</u>	<u>54.53</u>	<u>56.38</u>	<u>58.30</u>	<u>60.28</u>
12+	12	<u>47.70</u>	<u>49.32</u>	<u>51.00</u>	<u>52.74</u>	<u>54.53</u>	<u>56.38</u>	<u>58.30</u>	<u>60.28</u>	<u>62.33</u>

### 2026-2027 2024-2025 Hourly Rates

Year	Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	14	<u>33.88</u>	<u>35.03</u>	<u>36.22</u>	<u>37.46</u>	<u>38.73</u>	<u>40.04</u>	<u>41.41</u>	<u>42.81</u>	-
		33.02	34.15	35.31	36.51	37.75	39.03	40.36	41.73	-
2	22	<u>35.03</u>	<u>36.22</u>	<u>37.46</u>	<u>38.73</u>	<u>40.04</u>	<u>41.41</u>	<u>42.81</u>	<u>44.27</u>	-
		34.15	35.31	36.51	37.75	39.03	40.36	41.73	43.15	-
3	33	<u>36.22</u>	<u>37.46</u>	<u>38.73</u>	<u>40.04</u>	<u>41.41</u>	<u>42.81</u>	<u>44.27</u>	<u>45.78</u>	-
		35.31	36.51	37.75	39.03	40.36	41.73	43.15	44.61	-
4	44	<u>37.46</u>	<u>38.73</u>	<u>40.04</u>	<u>41.41</u>	<u>42.81</u>	<u>44.27</u>	<u>45.78</u>	<u>47.33</u>	-
		36.51	37.75	39.03	40.36	41.73	43.15	44.61	46.13	-
5	55	<u>38.73</u>	<u>40.04</u>	<u>41.41</u>	<u>42.81</u>	<u>44.27</u>	<u>45.78</u>	<u>47.33</u>	<u>48.94</u>	-
		37.75	39.03	40.36	41.73	43.15	44.61	46.13	47.70	-
6	66	<u>40.04</u>	<u>41.41</u>	<u>42.81</u>	<u>44.27</u>	<u>45.78</u>	<u>47.33</u>	<u>48.94</u>	<u>50.61</u>	-
		39.03	40.36	41.73	43.15	44.61	46.13	47.70	49.32	-
7	77	<u>41.41</u>	<u>42.81</u>	<u>44.27</u>	<u>45.78</u>	<u>47.33</u>	<u>48.94</u>	<u>50.61</u>	<u>52.33</u>	-

		<u>40.36</u>	<u>41.73</u>	<u>43.15</u>	<u>44.61</u>	<u>46.13</u>	<u>47.70</u>	<u>49.32</u>	<u>51.00</u>	-
		<u>42.81</u>	<u>44.27</u>	<u>45.78</u>	<u>47.33</u>	<u>48.94</u>	<u>50.61</u>	<u>52.33</u>	<u>54.10</u>	-
8	<u>88</u>	<u>41.73</u>	<u>43.15</u>	<u>44.61</u>	<u>46.13</u>	<u>47.70</u>	<u>49.32</u>	<u>51.00</u>	<u>52.73</u>	-
		<u>44.27</u>	<u>45.78</u>	<u>47.33</u>	<u>48.94</u>	<u>50.61</u>	<u>52.33</u>	<u>54.10</u>	<u>55.94</u>	-
9	<u>99</u>	<u>43.15</u>	<u>44.61</u>	<u>46.13</u>	<u>47.70</u>	<u>49.32</u>	<u>51.00</u>	<u>52.73</u>	<u>54.53</u>	-
		<u>45.78</u>	<u>47.33</u>	<u>48.94</u>	<u>50.61</u>	<u>52.33</u>	<u>54.10</u>	<u>55.94</u>	<u>57.85</u>	-
10	<u>1040</u>	<u>44.61</u>	<u>46.13</u>	<u>47.70</u>	<u>49.32</u>	<u>51.00</u>	<u>52.73</u>	<u>54.53</u>	<u>56.38</u>	-
		<u>47.33</u>	<u>48.94</u>	<u>50.60</u>	<u>52.33</u>	<u>54.11</u>	<u>55.94</u>	<u>57.85</u>	<u>59.82</u>	<u>61.85</u>
11	<u>1144</u>	<u>46.61</u>	<u>48.19</u>	<u>49.83</u>	<u>51.52</u>	<u>53.28</u>	<u>55.09</u>	<u>56.96</u>	<u>58.89</u>	<u>60.90</u>
12+	<u>1212</u>	<u>48.94</u>	<u>50.61</u>	<u>52.32</u>	<u>54.11</u>	<u>55.95</u>	<u>57.85</u>	<u>59.81</u>	<u>61.85</u>	<u>63.95</u>

**Licensed ECFE/School Readiness Related:**

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

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

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

**Salary:**

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

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

dividing by 8.

**Paid Time:**

1. Teachers will be given 15 minutes of paid preparation time at their regular hourly schedule for each 60 minutes of instruction (see ECFE/School Readiness Class Payment Chart).
- 2 Teachers will be paid at their regular hourly rate for 15 minutes prior to instruction time and 15 minutes following instruction time.
3. School Readiness teachers shall be provided with 30 minutes of preparation time and 30 minutes of conference time for each student on their class roster. Conferences are typically held 3 times during the school year.
4. Required staff development training and required staff meetings will be paid at the regular hourly rate.

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

10. In the case of inclement weather causing classes to be canceled, School Readiness teachers will follow the District Protocol related to a Snow Day or Flexible Learning Day and teachers will be paid as such. ECFE teachers will be paid for up to two missed classes due to inclement weather as long as they are not going to be made up.
11. Teachers who are assigned classes that go beyond 6 p.m. or on Saturdays will be paid an additional \$.50 per hour for that amount of instructional time that occurs after 6 p.m. or on Saturdays.
12. Association School ECFE teachers are not entitled to any of the conditions of this Master Agreement other than Earned Safe and Sick Time and the salary schedule including not being placed on the School District seniority list.

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

**ECFE/SCHOOL READINESS CLASS PAYMENT CHART**

Length of Class (hrs.)	Prep (hrs.)	Before/After (hrs.)	=	Paid Time (hrs.)
1.00	0.20	0.50	=	1.70
1.25	0.25	0.50	=	2.00
1.50	0.30	0.50	=	2.30

1.75	0.35	0.50	=	2.60
2.00	0.40	0.50	=	2.90
2.25	0.45	0.50	=	3.20
2.50	0.50	0.50	=	3.50
2.75	0.55	0.50	=	3.80
3.00	0.60	0.50	=	4.10
3.25	0.65	0.50	=	4.40
3.50	0.70	0.50	=	4.70
3.75	0.75	0.50	=	5.00

**IN TESTIMONY WHEREOF**, the parties have executed this Master Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_ 20264.

**SAINT PETER EDUCATION ASSOCIATION**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Association Negotiator

By \_\_\_\_\_  
Association Negotiator

**INDEPENDENT SCHOOL DISTRICT 508**

By \_\_\_\_\_  
School Board Chairperson

By \_\_\_\_\_  
School Board Clerk

By \_\_\_\_\_

## School Board Negotiator

By \_\_\_\_\_  
 School Board Negotiator

### St. Peter School District 508 Co-Curricular Fee Schedule 2025-2026 ~~2023-2024~~ and ~~2024-25~~

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

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

<b>Athletics</b>	Football	Soccer	Boys Hockey	Girls Hockey	Boys Basketball	Girls Basketball
	Wrestling	Girls Swimming	Volleyball	Baseball	Boys Track	Girls Track
	Gymnastics	Softball	Boys Tennis	Girls Tennis	Boys Golf	Girls Golf
	Boys Cross Country	Girls Cross Country				

	1.00	1.02	1.04	1.06	1.08	1.10
Head Coach	\$5020	\$5125	\$5228	\$5333	\$5437	\$5542
Assistant	\$2872	\$2929	\$2987	\$3044	\$3102	\$3158
9 <sup>th</sup> Grade	\$2461	\$2511	\$2560	\$2608	\$2659	\$2707
Middle School	\$1847	\$1883	\$1920	\$1958	\$1994	\$2031

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

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

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

<b>Music Extra Duty</b>	1.00	1.04	1.10
Senior High Instrumental	\$3897	\$4054	\$4288
Senior High Choral	\$1949	\$2027	\$2144
Summer Band Assistant	\$780	\$811	\$858
KIDS Coordinator	\$1949	\$2027	\$2144

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

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

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

Quill and Scroll	\$747	\$777	\$823
Pep Club	\$800	\$834	\$881
Ecology Club	\$747	\$777	\$823
Future Teachers of America	\$747	\$777	\$823
USAA Target	\$1068	\$1110	\$1175
USAA Target Assistant	\$534	\$557	\$587
SADD Elementary	\$534	\$557	\$587
Middle School Yearbook	\$534	\$557	\$587
Middle School Newspaper	\$428	\$444	\$470
Yellow Ribbon	\$428	\$444	\$470
SWAT	\$428	\$444	\$470

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

<b>Extra Compensation</b>	
Co-Curricular Workers	\$38.50 per event
Student Bus Supervisor	\$40.37 per event
Driver Education	\$38.50 per hour
Overload/6 <sup>th</sup> Class	\$44.00 per hour
<u>Elementary Specialist Overload Pay</u>	<u>\$5.20 per class taught per day, with an overload of students as defined by Article 3128 SECTION 8</u>
Coaching Aides	\$10.49 per hour
HIGHLIGHTS Contact	\$713.90 per year
Dept. Chair/Grade Level Leader	\$550 per year
Middle School Advisory Team	\$1,200 per year
Hourly Department Work	As determined by current year contract 1 - 5 years experience- Step 1 at teacher's education lane 6 - 10 years experience- Step 6 at teacher's education lane 10+ years experience- Step 10 at teacher's education lane
Continuing Education Committee	\$1000 per year for the lead (\$500 paid by District, \$500 paid by SPEA) \$500 per year for members (\$250 paid by District, \$250 paid by SPEA)
Strength Coach	\$3630 per season (3-three-month seasons)

Homebound Instruction	Teacher's hourly rate for instruction provided outside of the regular school day or during preparation periods.
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**St. Peter School District 508 Co-Curricular Fee Schedule**  
2023-2024 and 2024-25

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

	1.00	1.02	1.04	1.06	1.08	1.10
Activities Director	<del>\$6,760</del> \$6438	<del>\$6,842</del> \$6516	<del>\$7,038</del> \$6703	<del>\$7,179</del> \$6837	<del>\$7,317</del> \$6969	<del>\$7,456</del> \$7101

<b>Athletics</b>	Football Wrestling Gymnastics Boys Cross Country	Soccer Girls Swimming Softball	Boys Hockey Volleyball Boys Tennis Girls Cross Country	Girls Hockey Baseball Girls Tennis	Boys Basketball Boys Track Boys Golf	Girls Basketball Girls Track Girls Golf
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	1.00	1.02	1.04	1.06	1.08	1.10
Head Coach	<del>\$5,271</del> \$5020	<del>\$5,381</del> \$5125	<del>\$5,489</del> \$5228	<del>\$5,600</del> \$5333	<del>\$5,709</del> \$5437	<del>\$5,819</del> \$5542
Assistant	<del>\$3,016</del> \$2872	<del>\$3,075</del> \$2929	<del>\$3,136</del> \$2987	<del>\$3,196</del> \$3044	<del>\$3,257</del> \$3102	<del>\$3,316</del> \$3158
9 <sup>th</sup> Grade	<del>\$2,584</del> \$2461	<del>\$2,637</del> \$2511	<del>\$2,688</del> \$2560	<del>\$2,738</del> \$2608	<del>\$2,792</del> \$2659	<del>\$2,842</del> \$2707
Middle School	<del>\$1,939</del> \$1847	<del>\$1,977</del> \$1883	<del>\$2,016</del> \$1920	<del>\$2,056</del> \$1958	<del>\$2,094</del> \$1994	<del>\$2,133</del> \$2031

<u>SPHS</u>	<u>1.00</u>	<u>1.02</u>	<u>1.04</u>	<u>1.06</u>	<u>1.08</u>	<u>1.10</u>
<u>Fall/Spring Play Director</u>	<u>\$5,271</u>	<u>\$5,381</u>	<u>\$5,489</u>	<u>\$5,600</u>	<u>\$5,709</u>	<u>\$5,819</u>
<u>Fall/Spring Play Technical Director</u>	<u>\$5,271</u>	<u>\$5,381</u>	<u>\$5,489</u>	<u>\$5,600</u>	<u>\$5,709</u>	<u>\$5,819</u>
<u>Assistant Director</u>	<u>\$3,016</u>	<u>\$3,075</u>	<u>\$3,136</u>	<u>\$3,196</u>	<u>\$3,257</u>	<u>\$3,316</u>

<i>Adaptive Bowling</i>	1.00	1.02	1.04	1.06	1.08	1.10
Head Coach	<del>\$1,121</del> \$1068	<del>\$1,142</del> \$1088	<del>\$1,166</del> \$1110	<del>\$1,188</del> \$1131	<del>\$1,210</del> \$1152	<del>\$1,234</del> \$1175

Assistant	<del>\$729</del> \$694	<del>\$743</del> \$708	<del>\$759</del> \$723	<del>\$773</del> \$736	<del>\$786</del> \$749	<del>\$800</del> \$762
POHI Assistant	<del>\$365</del> \$348	<del>\$372</del> \$354	<del>\$379</del> \$361	<del>\$387</del> \$369	<del>\$394</del> \$375	<del>\$401</del> \$382

<b>General Activities</b>					
<i>Speech</i>	1.00	<u>1.02</u>	1.04	<u>1.08</u>	1.10
Head Coach	<del>\$5,271</del> \$5020	<u>\$5380</u>	<del>\$5,489</del> \$5228	<u>\$5,644</u>	<del>\$5,819</del> \$5542
Assistant	<del>\$3,017</del> \$2873	<u>\$3077</u>	<del>\$3,137</del> \$2988	<u>\$3,227</u>	<del>\$3,316</del> \$3158
MS Coach	<del>\$863</del> \$822	<u>\$880</u>	<del>\$897</del> \$854	<u>\$922</u>	<del>\$947</del> \$902
Tournament Director	<del>\$863</del> \$822	<u>\$880</u>	<del>\$897</del> \$854	<u>\$922</u>	<del>\$947</del> \$902

<b>General Activities</b>			
<b>Debate</b>	<u>0-5 Years1.00</u>	<u>6-9 Years1.04</u>	<u>10+ Years1.10</u>
Head Coach	<del>\$2,937</del> \$2797	<u>\$3,054</u> \$2909	<u>\$3,231</u> \$3077

<b>Music Extra Duty</b>			
	<u>0-5 Years1.00</u>	<u>6-9 Years1.04</u>	<u>10+ Years1.10</u>
Senior High Instrumental	<del>\$4,092</del> \$3897	<u>\$4,257</u> \$4054	<u>\$4,502</u> \$4288
Senior High Choral	<del>\$2,046</del> \$1949	<u>\$2,128</u> \$2027	<u>\$2,251</u> \$2144
Summer Band Assistant	<del>\$819</del> \$780	<u>\$852</u> \$811	<u>\$901</u> \$858
KIDS Coordinator	<del>\$2,046</del> \$1949	<u>\$2,128</u> \$2027	<u>\$2,251</u> \$2144

<b>Drama &amp; Student Council</b>			
	<u>0-5 Years1.00</u>	<u>6-9 Years1.04</u>	<u>10+ Years1.10</u>
Senior High Student Council	<del>\$2,799</del> \$2666	<u>\$2,913</u> \$2774	<u>\$3,080</u> \$2933
Middle School Student Council	<del>\$1,401</del> \$1334	<u>\$1,458</u> \$1389	<u>\$1,539</u> \$1466
Fall 3-Act Play Director	<del>\$5,271</del> \$2666	<u>\$2,913</u> \$2774	<u>\$3,080</u> \$2933
** Assistant Director	<del>\$1,401</del> \$1334	<u>\$1,458</u> \$1389	<u>\$1,539</u> \$1466
** Technical Director	<del>\$2,799</del> \$2666	<u>\$2,913</u> \$2774	<u>\$3,080</u> \$2933
Contest One Act Play	<del>\$2,100</del> \$2000	<u>\$2,185</u> \$2081	<u>\$2,311</u> \$2201
** Assistant Director	<del>\$700</del> \$667	<u>\$729</u> \$694	<u>\$772</u> \$735
Spring 3-Act Play Director	<del>\$2,799</del> \$2666	<u>\$2,913</u> \$2774	<u>\$3,080</u> \$2933
** Assistant Director	<del>\$1,401</del> \$1334	<u>\$1,458</u> \$1389	<u>\$1,539</u> \$1466
** Technical Director	<del>\$2,799</del> \$2666	<u>\$2,913</u> \$2774	<u>\$3,080</u> \$2933
Middle School Play Director	<del>\$2,100</del> \$2000	<u>\$2,185</u> \$2081	<u>\$2,311</u> \$2201
** Assistant Director	<del>\$700</del> \$667	<u>\$729</u> \$694	<u>\$772</u> \$735

Musical Play Vocal Director	<del>\$2,100</del> \$2000	<u>\$2,185</u> \$2081	<u>\$2,311</u> \$2201
** Choreographer	<del>\$1,401</del> \$1334	<u>\$1,458</u> \$1389	<u>\$1,539</u> \$1466
** Pianist	<del>\$1,401</del> \$1334	<u>\$1,458</u> \$1389	<u>\$1,539</u> \$1466
Elementary Play Director	<del>\$1,678</del> \$1598	<u>\$1,747</u> \$1664	<u>\$1,848</u> \$1760
High School Sound Person	<del>\$2,100</del> \$2000	<u>\$2,185</u> \$2081	<u>\$2,311</u> \$2201
Dance Line	<del>\$1,401</del> \$1334	<u>\$1,458</u> \$1389	<u>\$1,539</u> \$1466
Box Office Coordinator	<del>\$561</del> \$534	<u>\$584</u> \$556	<u>\$615</u> \$586

<b>Advisors</b>	<b>0-5 Years1.00</b>	<b>6-9 Years1.04</b>	<b>10+ Years1.10</b>
Senior Class Advisor	\$1,121\$1068	\$1,166\$1110	\$1,234\$1175
Senior Class Advisor	\$1,121\$1068	\$1,166\$1110	\$1,234\$1175
Junior Class Advisor	\$1,121\$1068	\$1,166\$1110	\$1,234\$1175
Junior Class Advisor	\$1,121\$1068	\$1,166\$1110	\$1,234\$1175
Junior Class Prom Assistant	\$280\$267	\$292\$278	\$309\$294
Sophomore Class Advisor	\$561\$534	\$585\$557	\$616\$587
Freshman Class Advisor	\$561\$534	\$585\$557	\$616\$587
National Honor Society Advisor	\$1,121\$1068	\$1,166\$1110	\$1,234\$1175
National Honor Society Assistant	\$449\$428	\$466\$444	\$494\$470
(N) Elementary Student Council	\$784\$747	\$816\$777	\$864\$823
(S) Elementary Student Council	\$784\$747	\$816\$777	\$864\$823
Elementary Science Fair	\$784\$747	\$816\$777	\$864\$823
Intermediate Science Fair	\$784\$747	\$816\$777	\$864\$823
Elementary School Patrol	\$840\$800	\$876\$834	\$925\$881
Thespians	\$784\$747	\$816\$777	\$864\$823
Quill and Scroll	\$784\$747	\$816\$777	\$864\$823
Cheer AdvisorPep Club	\$700\$800	\$725\$834	\$750\$881
Cheer Advisor Assistant	\$450	\$475	\$500
Ecology Club	\$784\$747	\$816\$777	\$864\$823
Future Teachers of America	\$784\$747	\$816\$777	\$864\$823
USAA Target	\$1,121\$1068	\$1,166\$1110	\$1,234\$1175
USAA Target Assistant	\$561\$534	\$585\$557	\$616\$587
SADD Elementary	\$561\$534	\$585\$557	\$616\$587
Middle School Yearbook	\$561\$534	\$585\$557	\$616\$587
Middle School Newspaper	\$449\$428	\$466\$444	\$494\$470
Yellow Ribbon	\$449\$428	\$466\$444	\$494\$470
SWAT	\$449\$428	\$466\$444	\$494\$470
FFA Lead Advisor	\$6,800	\$7,000	\$7,200
FFA Assistant Advisor	\$5,800	\$6,000	\$6,200

<b>Academic Coaches</b>	<b>0-5 Years1.00</b>	<b>6-9 Years1.04</b>	<b>10+ Years1.10</b>
Academic Decathlon	\$1,121\$1068	\$1,166\$1110	\$1,234\$1175
Academic Pentathlon	\$784\$747	\$816\$777	\$864\$823
Math League	\$1,121\$1068	\$1,166\$1110	\$1,234\$1175
Math League Assistant	\$449\$428	\$466\$444	\$494\$470
Middle School Math Counts	\$784\$747	\$816\$777	\$864\$823
Knowledge Bowl (9-12)	\$1,121\$1068	\$1,166\$1110	\$1,234\$1175
Knowledge Bowl (7-8)	\$1,121\$1068	\$1,166\$1110	\$1,234\$1175
Knowledge Bowl Assistant	\$280\$267	\$292\$278	\$309\$294
Mock Trial	\$1,121\$1068	\$1,166\$1110	\$1,234\$1175
Mock Trial Assistant	\$449\$428	\$466\$444	\$494\$470

Model UN	\$784\$747	\$816\$777	\$864\$823
Visual Arts	\$784\$747	\$816\$777	\$864\$823
First Tech Challenge	\$1,121\$1068	\$1,166\$1110	\$1,234\$1175

<b>Extra Compensation</b>	
Co-Curricular Workers	\$40.4238.50 per event
Student Bus Supervisor	\$42.3840.37 per event
Driver Education	\$40.4238.50 per hour
Overload/6 <sup>th</sup> Class	\$46.2044.00 per hour
Elementary Specialist Overload Pay	\$5.4620 per class taught per day, with an overload of students as defined by Article 3128 SECTION 8
Coaching Aides	\$11.0110.49 per hour
HIGHLIGHTS Contact	\$748.65713.90 per year
Dept. Chair/Grade Level Leader	\$577.50550 per year
Middle School Advisory Team	\$12601,200 per year
Hourly Department Work	As determined by current year contract 1 - 5 years experience- Step 1 at teacher's education lane 6 - 10 years experience- Step 6 at teacher's education lane 10+ years experience- Step 10 at teacher's education lane
Continuing Education Committee	\$105000 per year for the lead (\$52500 paid by District, \$52500 paid by SPEA) \$52500 per year for members (\$262.5050 paid by District, \$262.5050 paid by SPEA)
Strength Coach	\$3811630 per season (3-three-month seasons)
Homebound Instruction	Teacher's hourly rate for instruction provided outside of the regular school day or during preparation periods.



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

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

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

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

## 1. Funding

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

## 2. Eligibility for Q-Comp

- 1.6 All teachers, as defined by MN Stat. 122A.40 and the Master Agreement, are eligible for all portions of compensation.
- 1.7 Teachers who work a partial year due to late hire, severed employment, leave of absence, sabbatical, family/medical leave, or retirement will be eligible for all incentive payments, provided the teacher is employed by the district and actually teaches a minimum of one hundred twenty (120) days excluding professional development days.
- 1.8 Part-time teachers are eligible to receive full incentive pay provided they meet all of the Q-Comp requirements for full-time teachers.
- 1.9 No teacher will receive more than 100 percent of Q-Comp incentive amounts.

## 2. Contingency

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

- 2.1 The salary schedule will remain in full force and effect.
- 2.2 The value of the salary schedule will not be diminished. All teachers will move to the next step earned during that school year.

- 2.3 Teachers will continue to make horizontal movements according to the terms of the Master Agreement.
- 2.4 Teachers will revert back to annual step movement as per the Master Agreement.

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

Signed:

For: Saint Peter Education Association

For: Independent School District 508  
Saint Peter Public Schools

\_\_\_\_\_  
SPEA President

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
SPEA Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Ratified by the SPEA membership on

Ratified by the School Board on

\_\_\_\_\_

\_\_\_\_\_



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

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

---

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

~~**Compensatory Leave:** Compensatory Leave will be granted for assignment of a teacher to a class or school related duty during a preparation period, or the coverage of other classes. Other teaching-related duties assigned outside of the contracted school~~

day may also be granted Compensatory Leave if deemed appropriate and approved in advance by the superintendent.

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

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

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

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

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

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

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

~~Subd. 8 This MOU is in effect until June 30, 2027. Any compensatory time accumulated prior to this date will remain until used or paid out.~~

Signed:

For: Saint Peter Education Association

For: Independent School District 508

Saint Peter Public Schools

\_\_\_\_\_  
SPEA President

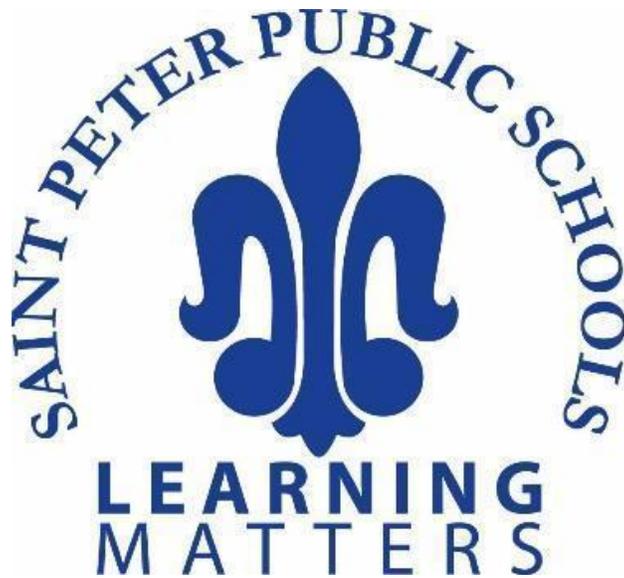
\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
SPEA Secretary

\_\_\_\_\_  
Board Chair

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



**SAINT PETER PUBLIC SCHOOLS**  
**Agreement with**  
**Saint Peter Education Association**

**2025-2026**  
**and**  
**2026-2027**

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## **TEACHER MASTER AGREEMENT 2025-2026 AND 2026-2027**

### **ARTICLE 1 - PURPOSE**

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

### **ARTICLE 2 - RECOGNITION**

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

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

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

#### **SECTION 4. PART-TIME TEACHER:**

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

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

SUBD. 3. A regularly employed, part-time teacher will advance on the salary schedule

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

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

SUBD. 5. A part-time teacher will receive a prorated amount of sick leave, personal leave, serious illness, and death leave, as provided in this Master Agreement. Starting with the 2026-2027 school year, PTO shall be credited to part-time teachers prorated by FTE status. Other fringe benefits provided for full-time teachers will not be provided to part-time teachers.

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

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

### **ARTICLE 3 - TERMS AND CONDITIONS OF EMPLOYMENT**

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

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

## **ARTICLE 4 - DEFINITIONS**

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

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

**SECTION 3. PERB:** The acronym, “PERB,” Public Employment Relations Board

**SECTION 4. ASSOCIATION:** The word “Association,” shall mean the Saint Peter Education Association.

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

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

### **SECTION 7. TIERED 2 LICENSED TEACHERS**

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

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

SUBD. 3. Tier 2 teachers will be compensated as provided for in ARTICLE 37 and the appropriate salary schedule.

SUBD. 4. Tier 2 teachers shall be covered by all articles of the Master Agreement with the exception of Article 22-Unrequested Leave of Absence (ULA).

### **SECTION 8. TIER 1 LICENSED TEACHERS**

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

SUBD. 2. Tier 1 teachers will be compensated as provided for in ARTICLE 37 and the appropriate salary schedule.

## **ARTICLE 5 - SCHOOL DISTRICT RIGHTS**

**SECTION 1. INHERENT MANAGERIAL RIGHTS:** The Association recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction, and number of personnel.

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

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

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

## **ARTICLE 6 - ASSOCIATION SECURITY**

**SECTION 1. DUES CHECK OFF:** Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Association, including the Saint Peter Education Association, Minnesota Valley Uniserv, Education Minnesota, and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing between September 1 and September 30 of any year. Pursuant to such authorization, the School District shall deduct 1/20 of such dues from the regular salary check of the teacher for 10 months beginning in October 1 and ending in July 31 of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following July. The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgements, and executions or other forms of liability, liquidated or unliquidated, which for any person may have or claim to have, now or in the future arising out of or by reason of the deduction of dues specified by

the exclusive representative.as provided herein.”

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

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

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

**SECTION 5. RIGHT TO JOIN:** Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for negotiating grievance procedures and the terms and conditions of employment.

**SECTION 6. TRANSACTION OF ASSOCIATION BUSINESS:** Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on School District property at all reasonable times, provided that this business shall not interfere with or interrupt normal School District operations.

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

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

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

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

## **ARTICLE 7 - PERSONNEL FILES**

**SECTION 1. LOCATION OF PERSONNEL FILES:** All personnel files shall be kept in the district office. All teacher evaluations will be printed and placed into the personnel file within two weeks of completion of the paperwork.

**SECTION 2. REVIEW OF PERSONNEL FILES:** Each teacher shall have the right, upon written request, to review the contents of his/her own personnel file during School District business hours. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

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

**SECTION 3. WRITTEN RESPONSE TO PERSONNEL FILE:** Pursuant to M.S. 122A.40, Subd. 19, a teacher shall have the right to file a written response to any material contained in his/her personnel file.

**SECTION 4. COPY TO TEACHER OF ITEMS IN PERSONNEL FILE:** A copy of any item added to the teacher's file shall be provided to the teacher when the item is included in the file.

## **ARTICLE 8 – EARNED SAFE & SICK TIME**

As a result of contract negotiations, Article 8 will sunset at the end of the 2025-2026 school year. Article 9 - Paid Time Off will govern earned time off allowances beginning in July, 2026.

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

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

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

**SECTION 4. EVIDENCE OF ILLNESS:** The Superintendent may require a teacher to furnish a medical certificate from a qualified physician or psychiatrist as evidence of personal or qualifying family member (MN Stat: 181.9445) illness for more than 2 days. If such a requirement is made, and the teacher is billed, the School District shall pay the entire cost of such billing. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose. Documentation regarding other allowable absences may be requested as allowable by MN Stat: 181.9447

**SECTION 5. DEDUCTIONS OF EARNED SAFE & SICK TIME:** All earned safe & sick time allowed under this article shall be deducted from the accrued earned safe & sick time days earned by the teacher. earned safe & sick time deduction shall be deducted in half-day increments except in cases where a regularly employed teacher substitutes for a teacher using sick leave. In these cases, sick leave may be deducted in ¼-day increments.

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

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

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

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

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

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

- d) The situation which has caused the teacher to exhaust his/her sick leave is a situation that is covered under the definition of a serious illness in article 11 below.

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

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

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

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

## **ARTICLE 9 - PAID TIME OFF**

**SECTION 1. PTO:** Starting with the 2026-2027 school year, at the beginning of each school year, a full-time teacher shall be credited with 12 days of paid time off (PTO) to be used as the individual chooses as long as the request meets the guidelines as set forth in this article. PTO shall be credited to part-time teachers prorated by FTE status. All 12 paid time off days must be used before the sick leave account days can be accessed with the exception of conditions identified in SUBD. 1 and SUBD. 2 of this section. Sick leave account days may only be used for illness. Please refer to SECTION 3 for information on sick leave accounts.

SUBD. 1. Teachers who experience a leave under the provisions of Minnesota Statute 181.9413 Sick Leave Benefits; Care of Relatives that results in an absence for more than 3 consecutive contract days will access their sick leave account on the fourth (4th) consecutive day and beyond. The teacher may be required to present a doctor's certification to invoke this clause.

SUBD. 2. Teachers who have had a significant medical condition can use 3 PTO days non-consecutively and then jump to using their sick leave account. This allows for an understanding that in the coming weeks/months, during the contract year that the teacher may need to attend follow-up visits or need time due to relapse. Teachers must submit leave requests to the School District administration in accordance with SECTION 2.

**SECTION 2. USE OF PTO:** PTO shall be approved only upon submission of a PTO request setting out the dates claimed for PTO to the building principal or his/her designee via the School District's online Absence & Substitute Management System

(Frontline). With exception of leave used for emergencies or illness, all leave requests are to be made at least 2 days in advance of the requested day to ensure proper substitute coverage. Teachers may request increments of 0.5 and 1.0 PTO days. Actual time absent from work during a single contract day shall be rounded up to the nearest increment as listed above. In cases where PTO is used because of a personal or family illness, the leave request shall be entered into the Absence and Substitute Management System (Frontline) by the teacher as a matter of responsibility immediately so that the absence can be filled through the sub calling process.

**SECTION 3. USE OF SICK LEAVE ACCOUNT DAYS:** Use of sick leave account days are days with pay which shall be allowed by the School District whenever a teacher's absence on teacher duty days is found to have been due to any reason under the provisions of Minnesota Statute 181.9413 Sick Leave Benefits Care of Relatives; which prevents the teacher's attendance at school, and the teacher has already used all of his/her PTO. The School District may require a teacher to furnish satisfactory evidence that absence was by reason as defined by Minnesota Statute 181.9413 which prevented his or her attendance at school and performance of duties on that day or days.

**SECTION 4. UNUSED PTO DAYS:** A teacher shall be credited with 12 days PTO at the beginning of each school year. If not used during the school year, this leave will be added to their accumulated sick leave account. At the end of the school year a maximum of 120 days of leave will be carried forward to the next year. With the initial setting of sick leave accounts to 120, teachers with existing sick leave accounts over 120 days will be paid \$50 per day (the existing retirement rate) for every day over the 120 day limit. This payment will be made directly to the teacher's HRA account.

**SECTION 5. UNUSED LEAVE AND BANKED TIME OVER 120 DAYS:** Unused PTO days shall be credited to the teacher's sick leave account at the end of the school year. If, however, the teacher's banked time at the end of the school year is in excess of 120 days, teachers shall be compensated at the rate of \$125 (or 62.5% of the established daily substitute rate). This payment shall be made prior to the end of the fiscal/contract year. The total number of days in the account shall not be more than 120 days going into the new school year.

**SECTION 6. LIMITS:**

To ensure proper staffing, no more than three teachers from each building shall be granted leave at the same time. If proper coverage can be obtained, the three-teacher limit may be waived at the discretion of the building principal. Limitations in this section do not pertain to leave utilized for reasons of illness or emergency.

**SECTION 7. TEACHERS MARRIED TO EACH OTHER:**

Two teachers married to each other, both working in the School District, may combine their days earned under this article to cover absences necessitated by the illness or

disability of a parent, spouse, or dependent child in need of the teacher's personal care or attention.

**SECTION 8. SICK LEAVE BANK:**

SUBD. 1. The current Sick Leave Bank contributions will be discontinued starting with the 2026-2027 school year. Current Staff Members that have contributed to the Sick Leave Bank will be paid \$50 per day (the existing retirement rate for every day that they have contributed).

SUBD. 2. Remaining days in the Sick Leave Bank: A teacher may use days from the sick leave bank if the following conditions have been met:

- a. ) The teacher has exhausted his/her sick leave and PTO days.
- b. ) The situation which has caused the teacher to exhaust his/her sick leave is a situation that is covered under the definition of a serious illness in ARTICLE 11 below.

SUBD. 3. A teacher may not use days from the sick leave bank to substitute for extended maternity leave.

SUBD. 4. The School District may extend this provision to a teacher who does not meet the guidelines under extenuating circumstances.

SUBD. 5. A teacher using the sick leave bank must take income protection insurance once he/she becomes eligible to use it.

SUBD. 6. A request to draw sick days must be presented, in writing, to the superintendent or his/her designee and the executive board of the exclusive representative.

**ARTICLE 10 - COMPENSATORY LEAVE**

**SECTION 1:** Compensatory Leave will be granted for assignment of a teacher to a class or school related duty during a preparation period, or the coverage of other classes. Other teaching-related duties assigned outside of the contracted school day may also be granted Compensatory Leave if deemed appropriate and approved in advance by the Superintendent.

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

SUBD. 2. After an accumulation of 450 minutes, the teacher will be eligible to request and receive day 1 of Compensatory Leave. Compensatory Leave can only be taken in full day increments. Compensatory Leave is cumulative to a maximum of 2 days and

may be carried over to the next school year.

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

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

SUBD. 5. Requests for compensatory leave must be made to the building principal at least 2 days in advance. Requests shall be considered only upon submission of a request made through the district's automated absence management system and must have a substitute assigned to the absence. No more than 3 teachers from each building shall be granted personal (PTO in 26-27 school year) or compensatory leave during the same school day.

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

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

## **ARTICLE 11 - SERIOUS ILLNESS OR BEREAVEMENT LEAVE**

### **SECTION 1: DEFINITIONS:**

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

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

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

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

**SECTION 4. ADDITIONAL FUNERALS:** A teacher shall be given the opportunity to attend the funerals of persons not covered in the above sections. In such cases, the teacher shall reimburse the School District for the cost of a substitute.

## **ARTICLE 12 - CHILD CARE LEAVE**

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

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

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

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

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

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

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

**SECTION 7. NOTIFICATION:** If a teacher complies with all provisions of this article, childcare leave will be granted by the School District. The School District shall notify the teacher of its decision in writing no later than 30 days of receiving the request for said leave.

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

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

**SECTION 9. PROBATIONARY TEACHERS:** The applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have the opportunity to evaluate a teacher's performance. Periods of time for which the teacher is on childcare leave shall not be counted in determining the completion of the probationary period.

**SECTION 10. EXPERIENCE CREDIT AND UNUSED LEAVE:** A teacher who returns from childcare leave within the provisions of this article shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit or leave time during the period of absence for childcare leave.

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

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

## **ARTICLE 13 - LONG-TERM FAMILY CARE LEAVE**

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

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

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

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

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

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

## **ARTICLE 14 – ADOPTION LEAVE**

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

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

**SECTION 3. DURATION OF LEAVE:** Adoption leave will commence on an agreed-upon date and may be for a period of up to 12 months. The School Board may extend the leave beyond 12 months to achieve the best possible return date for both the teacher and the students. This extension must be mutually agreed upon prior to

the commencement of the leave.

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

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

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

## **ARTICLE 15 – FAMILY AND MEDICAL LEAVE (FMLA)**

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

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

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

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

**SECTION 4. SUBSTITUTION OF PAID LEAVE:** The teacher may elect to substitute paid sick leave or paid personal leave (PTO in school year 26-27) for leave otherwise provided under this article. Substitution of paid sick leave may be elected to the extent the circumstances meet the usual requirements for the use of sick leave. However, nothing in this Agreement shall require the School District to combine leaves for a period of time that exceeds 12 weeks.

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

## **ARTICLE 16 - MINNESOTA PAID LEAVE**

**SECTION 1. PURPOSE:** Beginning on January 1st, 2026, employees are eligible to participate in Minnesota Paid Leave (MPL). The guidelines for this are as follows:

**SECTION 2. STATUTORY AUTHORITY:** Employees are eligible to participate in MPL pursuant to MN Statutes 268B et Seq. Family Medical Benefits

**SECTION 3. COSTS OF MPL:** The employer shall pay 50 percent of the total premium for MPL set by the Minnesota Department of Employment and Economic Development (DEED). Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

**SECTION 4. NOTIFICATION TO THE EMPLOYER:** Pursuant to Minnesota Statute Section 268B.085 employees taking MPL shall provide the employer 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.

**SECTION 5. CHANGES TO THE STATE LAW:** In the event that relevant state laws change, the District and the teachers Exclusive Representative agree to form a work group to investigate and work collaboratively on changes to the language in this section.

## **ARTICLE 17 - SABBATICAL LEAVE OF ABSENCE**

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

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

- a) Name of applicant;
- b) Department or grade level of the applicant;
- c) Period of leave
  - 1) full year - all day,
  - 2) full year - half-day,
  - 3) first semester,
  - 4) second semester,
- d) Any past use of sabbatical leave;
- e) Description of preparation for leave;
- f) Description of courses/activities/projects involved in leave;
- g) Expected outcomes of leave;
- h) Plan for a brief presentation of the results of the leave to the School Board, the date which shall be mutually agreed upon between the School Board and applicant; and
- i) A letter of endorsement from at least 2 of the following:
  - 1) department chairperson or grade level leader,
  - 2) principal,
  - 3) Superintendent,
  - 4) department chairperson from institute involving course work or a letter of acceptance from a college or university or proof of a grant or fellowship for study, if applicable, and
  - 5) a related party involved in the leave, if applicable.

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

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

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

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

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

**SECTION 6. REQUIREMENTS WHILE ON LEAVE:** Not more than the equivalent of 1 teacher shall be granted a sabbatical leave during any single year of the Master Agreement. The allowance granted to a teacher on sabbatical leave shall be 75 percent of the basic salary of the teacher for the school term during which the sabbatical leave takes place. If said leave is for less than the full school year, then said allowance shall be reduced proportionately. If a teacher, while on sabbatical leave, is employed in a gainful occupation for which the teacher receives compensation (excluding employment which the teacher holds during times when the teacher would not otherwise be actively teaching, e.g. summer work, National Guard employment, etc.), then the teacher shall still receive 75 percent of his/her basic salary, provided that the total compensation from all sources shall not exceed 100 percent of the total income which the teacher would have received working in the School District during the year of leave. A representative of the School District will meet with the teacher before the leave commences in order to determine the amount of full salary, applicable sources of income, and the 75 percent figure. The teacher on leave shall be required to report to the School District each month his/her income from all applicable sources by furnishing copies of check stubs or other evidence of income earned. If the School District determines that the teacher has received or will receive from said outside employment sufficient sums so that the teacher's leave allowance, together with said outside compensation, exceeds the teacher's total income which he/she would have received from the School District, then the School District may withhold sufficient sums from said leave payments so that the teacher does not receive any more during said leave than he/she would have received from full employment in the School District during the year of the leave.

**SECTION 7. ACCRUAL OF BENEFITS ON LEAVE:** Teachers on sabbatical leave of absence shall, on their return to the School District, be eligible to maintain regular progress on the salary schedule and shall receive the benefit of adjustments in the basic salary schedule and other conditions of employment. All insurance and accrued benefits provided by the Master Agreement, except sick leave (PTO beginning in 2026-2027), shall be maintained during said leave.

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

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

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

## **ARTICLE 18 - LONG-TERM PERSONAL LEAVE**

**SECTION 1. TWO-YEAR LEAVE:** A long-term personal leave of absence of up to 2 years may be granted to any teacher, upon written application, for the purpose of engaging in a study at an accredited college or university related to the teacher's teaching responsibilities, foreign or military teaching programs, or as a full-time participant in the Peace Corps or Jobs Corps. Written application for such leave must be submitted to the Superintendent at least 90 days prior to the commencement of the leave. The applicant shall provide a planned proposal outlining the request for a long-term personal leave of absence. The proposal shall include, but not be limited to, the following:

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

**SECTION 2. ONE-YEAR LEAVE:** A long-term personal leave of absence of up to 1 year may be granted to any teacher, upon written application, for the purpose of engaging in a cultural or work program related to his/her teaching position. Written application for such leave must be submitted to the Superintendent at least 90 days prior to the commencement of the leave. The applicant shall provide a planned proposal outlining the request for a long-term personal leave of absence. The proposal

shall include, but not be limited to, the following:

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

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

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

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

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

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

## **ARTICLE 19 - MILITARY LEAVE**

**SECTION 1. CONDITIONS OF LEAVE:** A military leave of absence, without pay, shall be granted to any teacher who shall be inducted or shall enlist for military duty in time of war or other emergency declared by proper authority in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be

placed at the same position on the salary schedule and shall maintain the same fringe benefits as would have accrued had he/she taught in the School District during such period.

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

## **ARTICLE 20 - ASSOCIATION LEAVE**

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

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

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

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

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

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

## **ARTICLE 21 - PERSONAL LEAVE**

As a result of contract negotiations, Article 21 will sunset at the end of the 2025-2026 school year. ARTICLE 9 - PAID TIME OFF will govern earned time off allowances beginning in July, 2026.

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

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

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

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

## **ARTICLE 22 - UNREQUESTED LEAVE OF ABSENCE (ULA)**

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

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

- a) The word teacher means a full-time or part-time tenured teacher.
- b) The word qualified shall mean a certified teacher who is approved by the Minnesota Department of Education to teach in the subject matter or field taught and has taught or requested to teach the subject matter in the past 5 years.
- c) The term subject matter or field shall mean teachers in the following categories:
  - 1) Early Childhood Special Education ECSE
  - 2) Elementary Categories:
    - A) kindergarten, and
    - B) grades 1 through 6.
  - 3) Secondary Categories:
    - A) business education,
    - B) counselor,
    - C) foreign language,
    - D) health,
    - E) home economics (family and consumer science),
    - F) industrial arts (industrial technology),
    - G) language arts,
    - H) mathematics,
    - I) science,
    - J) social studies,
    - K) vocational, and
    - L) speech.
  - 4) K-12 Categories:
    - A) art,
    - B) computer coordinator,
    - C) emotional/behavior disorders,
    - D) specific learning disabilities,
    - E) developmentally and cognitively disabled (DCD)
    - F) music,
    - G) media/librarian,
    - H) physical education,
    - I) developmental/adaptive physical education,
    - J) speech therapist,
    - K) gifted/talented,
    - L) English as a second language (ESL),
    - M) social worker, and
    - N) school nurse.

- 5) lane designation:
- A) BA;
  - B) BA+10;
  - C) BA+20;
  - D) BA+30;
  - E) MA;
  - F) MA+10;
  - G) MA+20;
  - H) MA+30;
  - I) MA+40.
- d) The word seniority means time served by a full-time or part-time tenured teacher commencing with the first day of actual service in the School District. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation but whose employment was subsequently reinstated by action of the School Board and the teacher, without interruption of regular service, shall retain his/her original seniority date. Seniority applies only to Tier 3 and Tier 4 qualified teachers.
- e) The term school district shall have the same meaning as defined in ARTICLE 1 of this Master Agreement.1

**SECTION 3. ULA:** The School District may place on ULA for a period not exceeding the period of time set forth in this section, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Such leave shall be effective no later than the close of the school year or at such an earlier time as mutually agreed between the teacher and the School District. Teachers placed on such leave shall receive notice by June 1 of the school year prior to the commencement of such leave with reasons therefore, without the necessity for any hearing applicable to ULA, except that a hearing may be requested by the employee within 10 days of the School Board proposal of ULA. The purpose of the hearing will be to show any violation of this article. This shall be the process for resolution of ULA disputes and are not grievable under Article 29 of the Master Agreement. No teacher who has acquired tenure rights shall be placed on ULA while probationary, Tier 1, and Tier 2 teachers are retained in positions for which the teacher who has acquired tenure rights is licensed and qualified.

Teachers placed on ULA leave shall be selected in order of seniority in the field and subject matter for which they are employed; i.e., the teacher lowest on the seniority list shall be the first teacher placed on ULA. However, if such teacher is licensed in another category and is senior to a teacher in such other category, then such teacher shall be permitted to bump the least senior teacher in that category, provided that said bumping teacher has had regular public school teaching experience in that subject area within

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

- a) The teacher or teachers on the lower-numbered step of the salary schedule shall be terminated first;
- b) If teachers with identical seniority who are on the same step of the salary schedule, then the teacher or teachers with the fewest number of total years teaching public school shall be terminated first;
- c) If, after the application of the above criteria, a tie still remains, then the teacher or teachers on the lower lane or lanes of the salary schedule shall be terminated first; and
- d) If, after the application of the above criteria, a tie still remains, job performance, as evaluated and documented by the School District, shall be used as the deciding factor. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

**SECTION 4. REINSTATEMENT:** No new teacher shall be employed by the School District while any teacher qualified in the same field and subject matter is on ULA. Teachers placed on ULA shall be reinstated to positions from which they have been given leave or any other available position in the School District in the category or categories in which they are licensed and qualified as such positions become available, provided they have had regular public school teaching experience within the last 5 years in the category in which the position becomes available, or provided that they have complied with the requirements set forth in the preceding section. The order of reinstatement shall be in inverse order in which teachers were placed on ULA, i.e., the last teacher placed on ULA who is qualified and certified for the position shall be the

first recalled. If a teacher earns an additional license while on ULA, said teacher shall have seniority in such new licensed categories from the initial date of employment. When placed on ULA, a teacher shall file with the School District personnel office his/her name and the address to which any notice of reinstatement or availability of position shall be mailed. Proof of service in the form of a certified letter by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and any teacher on ULA shall be responsible for providing for forwarding of mail or for address change. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this section. If a position becomes available for a qualified teacher on ULA, the School District shall mail the notice in the form of a certified letter to such teacher who shall have 20 days from the date of such notice to accept the reemployment. Failure to reply, in writing, within such a 20-day period shall constitute a waiver on the part of any teacher to any further rights of employment or reinstatement and said teacher shall forfeit any future reinstatement or employment rights. In the case of a mid-year vacancy, the teacher qualifying for reinstatement shall signify intention to accept or decline the position within 20 days of the date of the notice. Said teacher may choose to return to said position at the time of its availability or at the beginning of the ensuing school year.

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

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

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

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

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

### **ARTICLE 23 - LONG-TERM DISABILITY LEAVE**

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

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

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

### **ARTICLE 24 - WORKERS' COMPENSATION**

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

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

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

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

## **ARTICLE 25 - COURT PROCEEDINGS**

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

**SECTION 2. COMPENSATION FOR OTHER COURT PROCEEDINGS:** Any teacher summoned or subpoenaed to provide testimony or information to any agency, commission, board, legislative committee, arbitrator, or court, during the regular workday, shall be provided leave with pay for each day or part thereof which the teacher is required to be absent. The teacher shall reimburse the School District that compensation, except for mileage reimbursement and meal allowance, which he/she receives for providing such testimony. The teacher may elect compensation in place of the daily pay from the School District.

## **ARTICLE 26 - PROFESSIONAL DEVELOPMENT**

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

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

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

## **ARTICLE 27 - RELEASED TIME**

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

## **ARTICLE 28 - POLITICAL ACTIVITY OF TEACHERS**

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

## **ARTICLE 29 - GRIEVANCE PROCEDURE**

### **SECTION 1. DEFINITIONS AND INTERPRETATIONS:**

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

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

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

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

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

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

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

LEVEL 1. If the grievance is formally filed in writing, the principal or the School District's designee shall give a written decision on the grievance to the parties within 5 days after receipt of the grievance.

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

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

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

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

SUBD. 2. The School District and the teacher shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the School District and the teacher organization are unable to agree on an arbitrator within 5 days, they shall request from the Minnesota Bureau of Mediation Services (BMS), a list of 5 qualified arbitrators. The parties shall alternately strike names from the list of 5 arbitrators until only 1 name remains. The remaining arbitrator shall hear and decide the grievance. If

the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin.

SUBD. 3. The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing Agreement.

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

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

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

SUBD. 7. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

SUBD. 8. A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this section, the teacher shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

## **ARTICLE 30 - MEET AND CONFER**

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

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

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

## **ARTICLE 31 - HOURS OF SERVICE**

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

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

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

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

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

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

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

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

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

### **SECTION 9. OVERLOAD ASSIGNMENT RATE**

Any teacher who exceeds the normal teaching load as stated in Article 31 will be compensated as follows:

- a) A middle and high school teacher will be paid \$44 per hour (i.e., 60 minutes)
- b) An elementary teacher will be paid \$44 per day
- c) K-4 (Specialists - Art, Music, STEAM, Physical Education) will be paid \$5.20 per class taught per day with an overload of students as defined in Article 31, Section 8.
- d) Overload compensation will be reviewed quarterly by the beginning of the third week of each quarter.

## **ARTICLE 32 - SPECIAL AND STUDENT TEACHING ASSIGNMENTS**

**SECTION 1. SPECIAL TEACHING ASSIGNMENTS:** Assignments for driver education and summer school will be made with consideration given to tenured teachers and preference to teachers regularly employed in the School District. Compensation for teaching in summer school and extended day credit recovery programs shall be determined on a prorated basis of the hours taught related to a 7-hour day of each teacher's salary for the immediately preceding school year. Summer

school and extended day credit recovery program teachers teaching less than full time shall be provided 10 minutes of compensated preparation time, per day, for each summer school class period assignment.

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

### **ARTICLE 33 - LENGTH OF SCHOOL TERM**

**SECTION 1. TEACHER DUTY DAYS:** Pursuant to M.S. 120A.40, the School Board shall establish the number of school days and teacher duty days for the next school year prior to June 1 of each year, and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and pursuant to such authority, has determined to conduct school. The school year for 2025-2026 shall consist of 185 duty days, and the school year for 2026-2027 shall consist of 185 duty days. The School Board may not decrease the number of contracted days, but it may increase the number of contract days by up to 5, thus increasing duty days in the Agreement from 185 up to a possible 190. If the School District adds days, the teachers will be paid their daily rate as determined by dividing the individual teaching contract salary by 185. The School Board will meet with a representative of the Association prior to making this decision.

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

### **ARTICLE 34 - TEACHER ASSIGNMENT AND TRANSFERS**

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

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

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

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

**SECTION 5. UNTENURED TEACHERS:** Any untenured teacher released by the School District for reasons other than cause shall be guaranteed an interview for any job opening in the School District for which he/she is qualified.

## **ARTICLE 35 - RETIREMENT**

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

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

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

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

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

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

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

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

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

2021-2022, the School District will deposit \$1350 annually in the HRA account of all eligible teachers as outlined in this article. The School District contributions will be made in July following the preceding full school year of service. The vested teacher will have access to his/her HRA account balance upon separation of employment.

- c) Teachers hired after July 1, 2009, shall not be eligible for benefits provided under SUBD. 1. above.

**SECTION 4. PAYMENT FOR UNUSED SICK LEAVE:** Any teacher who has been employed at least 10 consecutive years by the School District may retire at age 56 or thereafter. A teacher will be paid \$50 per day for any accumulated, unused sick leave days for a maximum of up to the equivalent of one (1) contract year. A teacher may have the payment deposited into an HRA as allowed under Section 5 below. If a teacher reaches age 56 after the end of the school year and prior to the beginning of the next school year, he/she will be considered retiring at age 56.

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

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

SUBD. 1. The following provisions will apply:

- a) An eligible teacher must submit a letter to the Superintendent requesting a leave of absence for early retirement purposes prior to March 15 of the school year preceding the requested leave.
- b) An "Agreement for Leave of Absence Incentive" must be approved by the School Board prior to April 15 of the school year preceding the requested leave.
- c) At the conclusion of the leave, the teacher will be eligible for continued group health insurance as outlined in Article 36-Section 1 of the Master Agreement.

SUBD. 2. The following incentives will apply:

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

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

**SECTION 7. POST-RETIREMENT HEALTH CARE ARRANGEMENT:**

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

SUBD. 1. Within 60 days of the effective date of retirement, the School District shall contribute \$45 per day for any accumulated, sick leave account days for a maximum of up to 120 days into the district sponsored Post-employment HRA on behalf of eligible employees.

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

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

**ARTICLE 36 - GROUP INSURANCE**

**SECTION 1. HEALTH AND HOSPITALIZATION INSURANCE:** For the 2025-2027 contract period, the School District will contribute an amount toward the cost of the premium for health insurance coverage for each teacher who qualifies for and is enrolled in the group health insurance plan as specified below:

Individual Insurance Plan:

For the 2025-2026 school year, an amount not to exceed \$16,854 If the cost of the plan is less than \$16,854 the teacher is not entitled to any additional compensation. Beginning in 2026-2027, this amount is increased to \$18,000. If the cost of the plan is less than \$18,000 the teacher is not entitled to any additional compensation.

Family Insurance Plan:

For the 2025-2026 school year, an amount not to exceed \$25,392. If the cost of the plan is less than \$25,392 the teacher is not entitled to any additional compensation. Beginning in 2026-2027, this amount is increased to \$26,154. If the cost of the plan is less than \$26,154 the teacher is not entitled to any additional compensation.

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

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

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

- a. The School District will make an annual contribution, not to exceed HSA IRS limits, to accounts under the health reimbursement arrangement for qualifying bargaining-unit members equal to the deductible in the highest premium VEBA insurance policy or the difference between the costs of the highest premium plan plus the VEBA contribution, less the cost of the premiums for the plan selected, not to exceed the maximum single and or family district contribution levels outlined in ARTICLE 36, SECTION 1.
- b. The contribution will be made on or about the first day of the VEBA/HRA/HSA Plan year. Any employee who leaves prior to the end of the school year will reimburse the School District on a prorated basis for any unused portion of the District's contribution to the HRA/HSA Trust for that plan year. This amount will be deducted from the employee's paycheck with the employee's permission. In the event that the employee does not give permission, the amount will be repaid to the School District through a payment plan mutually agreed to by the employee and the School District.
- c. If a qualified bargaining-unit member enters the HRA/HSA Plan as a participant on a date after the first day of the HRA/HSA Plan year, the School District shall prorate the amount of the School District's contribution to reflect the late entry. If the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the HRA/HSA Plan, the School District shall, at the participant's request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the contribution made to similarly situated participants who entered the HRA/HSA Plan on the first day

of the HRA/HSA Plan year. The participant shall be entitled to the same rights of similarly situated employees to accelerate future School District contributions that are prorated over the HRA/HSA Plan year.

- d. All contributions on behalf of an HRA/HSA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in SUBD. 3 below.

**SUBD. 3. HIGH-DEDUCTIBLE HEALTH PLAN:** The School District shall make available a high-deductible health plan to all eligible bargaining unit members. With respect to qualifying bargaining-unit members, the School District shall contribute an amount up to the insurance contribution identified in Article 36, Section 1, minus the annual contribution towards premiums identified in Article 36, Section 1, Subd. 2.a.

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

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

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

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

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

## **ARTICLE 37 - BASIC SCHEDULES AND RATES OF PAY**

**SECTION 1. 2025-2026 and 2026-2027 SALARY SCHEDULES:** The salaries reflected in the schedules shall be a part of the Master Agreement for the 2025-2026 and 2026-2027 school years.

**SUBD. 1.** The salary shall be paid in 24 equal monthly installments deposited directly to

the teacher's individual bank account on the 15th or the last banking day prior to the 15th and the last banking day of the month.

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

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

**SECTION 2. STATUS OF SALARY SCHEDULE:** The salary schedules are not to be construed as part of the teacher's continuing contract. After July 1, 2027, the bimonthly payments that each teacher is receiving shall continue until such time as a new Master Agreement is fully ratified by the parties. However, lane changes earned shall be paid as provided elsewhere in this Agreement.

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

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

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

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

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

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

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

d) forms applicable for PGO credits.

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

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

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

**SECTION 4. EXTENDED EMPLOYMENT:** The School District shall determine the hours, duties, and the length of extended employment and the teacher to perform the services. If the teacher agrees to provide the service, compensation shall be a prorated amount (on the basis of 185 days a year for 2025-2026 and 2026-2027 of the daily basic contract salary of the preceding year) with payment commencing on the 15th day of the month following the first day of service and continuing bi-monthly thereafter.

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

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

Certification Effective Date:

1. National Board Teacher Certification July 1, 2004
2. ASHA Certificate of Clinical Competence July 1, 2019
3. Licensed Independent Clinical Social Worker July 1, 2019
4. National Certified School Counselor July 1, 2021
5. Nationally Certified School Nurse July 1, 2023
6. National Board for Certification in Occupational Therapy

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

schedule. Credits to be considered for application to a lane change must receive prior approval of the Superintendent.

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

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

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

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

1. The number of credits and total cost shall be agreed upon in advance by the teacher and the School District.
2. The teacher shall be compensated for the cost of tuition, books and supplies as agreed upon by the teacher, the School District, and the Association.
3. The teacher agrees to teach in the School District for a minimum of 5 years

after the courses have been completed.

4. If the teacher leaves the District prior to the 5-year time period, the teacher shall reimburse the School District an amount equal to 20% of the total costs per year for each year remaining of the 5-year period. For example, if the teacher leaves one year after earning the credits, the teacher shall reimburse 80% of the total costs, (leaving after 2 years = 60%, 3 years = 40%, 4 years = 20%, 5 years = 0%).

### **ARTICLE 38 - JOB SECURITY**

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

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

### **ARTICLE 39 - NEGOTIATIONS AND PUBLICATION OF AGREEMENT**

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

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

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

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

## ARTICLE 40 - DURATION

**SECTION 1. TIME FRAME OF AGREEMENT:** This Master Agreement shall be effective as of July 1, 2025, and shall continue in effect until June 30, 2027. If a new and substitute Agreement has not been duly entered into prior to June 30, 2027, the terms of this Agreement shall continue in full force and effect until such substitute Agreement is adopted, which shall be fully retroactive to July 1, 2027.

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

**SECTION 3. FINALITY:** Any matters relating to the current Agreement term, whether or not referred to in this Master Agreement, shall not be open for negotiation during the term of this Master Agreement, except by mutual agreement.

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

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

### ATTACHMENTS:

1. Career Increment Schedule
2. Co-curricular Advisory Fee Schedule
3. Co-curricular Fee Schedule
4. Early Childhood Family Education (ECFE) Salary Schedules 2025-2026 and 2026-2027

## SALARY SCHEDULES

<b>2025-2026</b>										
<b>Year</b>	<b>Step</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>	<b>MA+40</b>
1	1	48,872	50,536	52,252	54,029	55,867	57,764	59,732	61,760	-
2	2	50,536	52,252	54,029	55,867	57,764	59,732	61,760	63,861	-
3	3	52,252	54,029	55,867	57,764	59,732	61,760	63,861	66,030	-
4	4	54,029	55,867	57,764	59,732	61,760	63,861	66,030	68,277	-
5	5	55,867	57,764	59,732	61,760	63,861	66,030	68,277	70,596	-
6	6	57,764	59,735	61,760	63,861	66,030	68,277	70,596	73,000	-
7	7	59,732	61,760	63,861	66,030	68,277	70,596	73,000	75,481	-
8	8	61,760	63,861	66,030	68,277	70,596	73,000	75,481	78,046	-
9	9	63,861	66,030	68,277	70,596	73,000	75,481	78,046	80,699	-
10	10	66,030	68,277	70,596	73,000	75,481	78,046	80,699	83,447	-
11	11	68,275	70,598	72,996	75,482	78,047	80,700	83,443	86,284	89,218
12+	12	70,596	72,998	75,478	78,048	80,701	83,444	86,280	89,218	92,251

<b>2026-2027</b>										
<b>Year</b>	<b>Step</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>	<b>MA+40</b>
1	1	50,143	51,850	53,611	55,434	57,320	59,266	61,285	63,366	-
2	2	51,850	53,611	55,434	57,320	59,266	61,285	63,366	65,521	-
3	3	53,611	55,434	57,320	59,266	61,285	63,366	65,521	67,747	-
4	4	55,434	57,320	59,266	61,285	63,366	65,521	67,747	70,052	-
5	5	57,320	59,266	61,285	63,366	65,521	67,747	70,052	72,431	-
6	6	59,266	61,288	63,366	65,521	67,747	70,052	72,431	74,898	-
7	7	61,285	63,366	65,521	67,747	70,052	72,431	74,898	77,444	-
8	8	63,366	65,521	67,747	70,052	72,431	74,898	77,444	80,075	-
9	9	65,521	67,747	70,052	72,431	74,898	77,444	80,075	82,797	-
10	10	67,747	70,052	72,431	74,898	77,444	80,075	82,797	85,617	-
11	11	70,050	72,434	74,894	77,445	80,076	82,798	85,613	88,527	91,538
12+	12	72,431	74,896	77,440	80,077	82,799	85,614	88,523	91,538	94,650

## **CAREER INCREMENT SCHEDULE**

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

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

## ECFE/SCHOOL READINESS HOURLY RATES

### 2025-2026 Hourly Rates

Year	Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	1	33.02	34.15	35.31	36.51	37.75	39.03	40.36	41.73	-
2	2	34.15	35.31	36.51	37.75	39.03	40.36	41.73	43.15	-
3	3	35.31	36.51	37.75	39.03	40.36	41.73	43.15	44.61	-
4	4	36.51	37.75	39.03	40.36	41.73	43.15	44.61	46.13	-
5	5	37.75	39.03	40.36	41.73	43.15	44.61	46.13	47.70	-
6	6	39.03	40.36	41.73	43.15	44.61	46.13	47.70	49.32	-
7	7	40.36	41.73	43.15	44.61	46.13	47.70	49.32	51.00	-
8	8	41.73	43.15	44.61	46.13	47.70	49.32	51.00	52.73	-
9	9	43.15	44.61	46.13	47.70	49.32	51.00	52.73	54.53	-
10	10	44.61	46.13	47.70	49.32	51.00	52.73	54.53	56.38	-
11	11	46.13	47.70	49.32	51.00	52.73	54.53	56.38	58.30	60.28
12+	12	47.70	49.32	51.00	52.74	54.53	56.38	58.30	60.28	62.33

### 2026-2027 Hourly Rates

Year	Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	1	33.88	35.03	36.22	37.46	38.73	40.04	41.41	42.81	-
2	2	35.03	36.22	37.46	38.73	40.04	41.41	42.81	44.27	-
3	3	36.22	37.46	38.73	40.04	41.41	42.81	44.27	45.78	-
4	4	37.46	38.73	40.04	41.41	42.81	44.27	45.78	47.33	-
5	5	38.73	40.04	41.41	42.81	44.27	45.78	47.33	48.94	-
6	6	40.04	41.41	42.81	44.27	45.78	47.33	48.94	50.61	-
7	7	41.41	42.81	44.27	45.78	47.33	48.94	50.61	52.33	-
8	8	42.81	44.27	45.78	47.33	48.94	50.61	52.33	54.10	-
9	9	44.27	45.78	47.33	48.94	50.61	52.33	54.10	55.94	-
10	10	45.78	47.33	48.94	50.61	52.33	54.10	55.94	57.85	-
11	11	47.33	48.94	50.60	52.33	54.11	55.94	57.85	59.82	61.85
12+	12	48.94	50.61	52.32	54.11	55.95	57.85	59.81	61.85	63.95

### Licensed ECFE/School Readiness Related:

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

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

**Hours of Service:** Employees under this ARTICLE are hourly employees. The duty day, hours and assignment of ECFE/School Readiness teachers shall be established and

assigned by the district for the contract year. Hours of assignment shall be flexible as assigned by the district. The district will determine specific duties and assignments in accordance with the need of the program. Work hours and assignments may be modified by the district to meet program needs. Staff may be reassigned as necessary. The teacher's full-time equivalence (FTE) shall be determined by dividing the annual assignment hours by 1.480.

**Salary:**

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

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

**Paid Time:**

1. Teachers will be given 15 minutes of paid preparation time at their regular hourly schedule for each 60 minutes of instruction (see ECFE/School Readiness Class Payment Chart).
2. Teachers will be paid at their regular hourly rate for 15 minutes prior to instruction time and 15 minutes following instruction time.
3. School Readiness teachers shall be provided with 30 minutes of preparation time and 30 minutes of conference time for each student on their class roster. Conferences are typically held 3 times during the school year.
4. Required staff development training and required staff meetings will be paid at the regular hourly rate.

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

1. In the case of inclement weather causing classes to be canceled, School

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

2. Teachers who are assigned classes that go beyond 6 p.m. or on Saturdays will be paid an additional \$.50 per hour for that amount of instructional time that occurs after 6 p.m. or on Saturdays.
3. Association School ECFE teachers are not entitled to any of the conditions of this Master Agreement other than Earned Safe and Sick Time and the salary schedule including not being placed on the School District seniority list.

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

**ECFE/SCHOOL READINESS CLASS PAYMENT CHART**

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

**IN TESTIMONY WHEREOF**, the parties have executed this Master Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**SAINT PETER EDUCATION ASSOCIATION**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Association Negotiator

By \_\_\_\_\_  
Association Negotiator

**INDEPENDENT SCHOOL DISTRICT 508**

By \_\_\_\_\_  
School Board Chairperson

By \_\_\_\_\_  
School Board Clerk

By \_\_\_\_\_  
School Board Negotiator

By \_\_\_\_\_  
School Board Negotiator

**St. Peter School District 508 Co-Curricular Fee Schedule**  
 2025-2026

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

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

<b>Athletics</b>	Football	Soccer	Boys Hockey	Girls Hockey	Boys Basketball	Girls Basketball
		Wrestling	Girls Swimming	Volleyball	Baseball	Boys Track
	Girls Track	Gymnastics	Softball	Boys Tennis	Girls Tennis	
	Boys Golf	Girls Golf				
	Boys Cross Country		Girls Cross Country			

	1.00	1.02	1.04	1.06	1.08	1.10
Head Coach	\$5020	\$5125	\$5228	\$5333	\$5437	\$5542
Assistant	\$2872	\$2929	\$2987	\$3044	\$3102	\$3158
9 <sup>th</sup> Grade	\$2461	\$2511	\$2560	\$2608	\$2659	\$2707
Middle School	\$1847	\$1883	\$1920	\$1958	\$1994	\$2031

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

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

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

<b>Music Extra Duty</b>	1.00	1.04	1.10
Senior High Instrumental	\$3897	\$4054	\$4288
Senior High Choral	\$1949	\$2027	\$2144
Summer Band Assistant	\$780	\$811	\$858
KIDS Coordinator	\$1949	\$2027	\$2144

<b>Drama &amp; Student Council</b>	1.00	1.04	1.10
Senior High Student Council	\$2666	\$2774	\$2933

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

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

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

<i>Yellow Ribbon</i>	\$428	\$444	\$470
<i>SWAT</i>	\$428	\$444	\$470

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

<b>Extra Compensation</b>	
<i>Co-Curricular Workers</i>	\$38.50 per event
<i>Student Bus Supervisor</i>	\$40.37 per event
<i>Driver Education</i>	\$38.50 per hour
<i>Overload/6<sup>th</sup> Class</i>	\$44.00 per hour
<i>Elementary Specialist Overload Pay</i>	\$5.20 per class taught per day, with an overload of students as defined by Article 31 SECTION 8
<i>Coaching Aides</i>	\$10.49 per hour
<i>HIGHLIGHTS Contact</i>	\$713.90 per year
<i>Dept. Chair/Grade Level Leader</i>	\$550 per year
<i>Middle School Advisory Team</i>	\$1,200 per year
<i>Hourly Department Work</i>	As determined by current year contract 1 - 5 years experience- Step 1 at teacher's education lane 6 - 10 years experience- Step 6 at teacher's education lane 10+ years experience- Step 10 at teacher's education lane
<i>Continuing Education Committee</i>	\$1000 per year for the lead (\$500 paid by District, \$500 paid by SPEA) \$500 per year for members (\$250 paid by District, \$250 paid by SPEA)
<i>Strength Coach</i>	\$3630 per season (3-three-month seasons)
<i>Homebound Instruction</i>	Teacher's hourly rate for instruction provided outside of the regular school day or during preparation periods.

**St. Peter School District 508 Co-Curricular Fee Schedule  
 2026-2027**

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

	1.00	1.02	1.04	1.06	1.08	1.10
<i>Activities Director</i>	\$6,760	\$6,842	\$7,038	\$7,179	\$7,317	\$7,456

<b>Athletics</b>	Football	Soccer	Boys Hockey	Girls Hockey	Boys Basketball	Girls Basketball
	Wrestling	Girls Swimming	Volleyball	Baseball	Boys Track	Girls Track
	Gymnastics	Softball	Boys Tennis	Girls Tennis		
	Boys Golf	Girls Golf				
	Boys Cross Country	Girls Cross Country				

	1.00	1.02	1.04	1.06	1.08	1.10
<i>Head Coach</i>	\$5,271	\$5,381	\$5,489	\$5,600	\$5,709	\$5,819
<i>Assistant</i>	\$3,016	\$3,075	\$3,136	\$3,196	\$3,257	\$3,316
<i>9<sup>th</sup> Grade</i>	\$2,584	\$2,637	\$2,688	\$2,738	\$2,792	\$2,842
<i>Middle School</i>	\$1,939	\$1,977	\$2,016	\$2,056	\$2,094	\$2,133

<b>SPHS</b>	1.00	1.02	1.04	1.06	1.08	1.10
<i>Fall/Spring Play Director</i>	\$5,271	\$5,381	\$5,489	\$5,600	\$5,709	\$5,819
<i>Fall/Spring Play Technical Director</i>	\$5,271	\$5,381	\$5,489	\$5,600	\$5,709	\$5,819
<i>Assistant Director</i>	\$3,016	\$3,075	\$3,136	\$3,196	\$3,257	\$3,316

<b>Adaptive Bowling</b>	1.00	1.02	1.04	1.06	1.08	1.10
<i>Head Coach</i>	\$1,121	\$1,142	\$1,166	\$1,188	\$1,210	\$1,234
<i>Assistant</i>	\$729	\$743	\$759	\$773	\$786	\$800
<i>POHI Assistant</i>	\$365	\$372	\$379	\$387	\$394	\$401

<b>Speech</b>	1.00	1.02	1.04	1.08	1.10
<i>Head Coach</i>	\$5,271	\$5,380	\$5,489	\$5,644	\$5,819
<i>Assistant</i>	\$3,017	\$3,077	\$3,137	\$3,227	\$3,316
<i>MS Coach</i>	\$863	\$880	\$897	\$922	\$947
<i>Tournament Director</i>	\$863	\$880	\$897	\$922	\$947

<b>General Activities</b>			
<b>Debate</b>	0-5 Years	6-9 Years	10+ Years
<i>Head Coach</i>	\$2,937	\$3,054	\$3,231

<b>Music Extra Duty</b>	0-5 Years	6-9 Years	10+ Years
<i>Senior High Instrumental</i>	\$4,092	\$4,257	\$4,502
<i>Senior High Choral</i>	\$2,046	\$2,128	\$2,251
<i>Summer Band Assistant</i>	\$819	\$852	\$901
<i>KIDS Coordinator</i>	\$2,046	\$2,128	\$2,251

<b>Drama &amp; Student Council</b>	0-5 Years	6-9 Years	10+ Years
<i>Senior High Student Council</i>	\$2,799	\$2,913	\$3,080
<i>Middle School Student Council</i>	\$1,401	\$1,458	\$1,539
<i>Contest One Act Play</i>	\$2,100	\$2,185	\$2,311
<i>** Assistant Director</i>	\$700	\$729	\$772
<i>Middle School Play Director</i>	\$2,100	\$2,185	\$2,311

<b>** Assistant Director</b>	\$700	\$729	\$772
<i>Musical Play Vocal Director</i>	\$2,100	\$2,185	\$2,311
<b>** Choreographer</b>	\$1,401	\$1,458	\$1,539
<b>**Pianist</b>	\$1,401	\$1,458	\$1,539
<i>Elementary Play Director</i>	\$1,678	\$1,747	\$1,848
<i>High School Sound Person</i>	\$2,100	\$2,185	\$2,311
<i>Dance Line</i>	\$1,401	\$1,458	\$1,539
<i>Box Office Coordinator</i>	\$561	\$584	\$615

<b>Advisors</b>	0-5 Years	6-9 Years	10+ Years
<i>Senior Class Advisor</i>	\$1,121	\$1,166	\$1,234
<i>Senior Class Advisor</i>	\$1,121	\$1,166	\$1,234
<i>Junior Class Advisor</i>	\$1,121	\$1,166	\$1,234
<i>Junior Class Advisor</i>	\$1,121	\$1,166	\$1,234
<i>Junior Class Prom Assistant</i>	\$280	\$292	\$309
<i>Sophomore Class Advisor</i>	\$561	\$585	\$616
<i>Freshman Class Advisor</i>	\$561	\$585	\$616
<i>National Honor Society Advisor</i>	\$1,121	\$1,166	\$1,234
<i>National Honor Society Assistant</i>	\$449	\$466	\$494
<i>(N) Elementary Student Council</i>	\$784	\$816	\$864
<i>(S) Elementary Student Council</i>	\$784	\$816	\$864
<i>Elementary Science Fair</i>	\$784	\$816	\$864
<i>Intermediate Science Fair</i>	\$784	\$816	\$864
<i>Elementary School Patrol</i>	\$840	\$876	\$925
<i>Thespians</i>	\$784	\$816	\$864
<i>Quill and Scroll</i>	\$784	\$816	\$864
<i>Cheer Advisor</i>	\$700	\$725	\$750
<i>Cheer Advisor Assistant</i>	\$450	\$475	\$500
<i>Ecology Club</i>	\$784	\$816	\$864
<i>Future Teachers of America</i>	\$784	\$816	\$864
<i>USAA Target</i>	\$1,121	\$1,166	\$1,234
<i>USAA Target Assistant</i>	\$561	\$585	\$616
<i>SADD Elementary</i>	\$561	\$585	\$616
<i>Middle School Yearbook</i>	\$561	\$585	\$616
<i>Middle School Newspaper</i>	\$449	\$466	\$494
<i>Yellow Ribbon</i>	\$449	\$466	\$494
<i>SWAT</i>	\$449	\$466	\$494
<i>FFA Lead Advisor</i>	\$6,800	\$7,000	\$7,200
<i>FFA Assistant Advisor</i>	\$5,800	\$6,000	\$6,200

<b>Academic Coaches</b>	0-5 Years	6-9 Years	10+ Years
<i>Academic Decathlon</i>	\$1,121	\$1,166	\$1,234
<i>Academic Pentathlon</i>	\$784	\$816	\$864
<i>Math League</i>	\$1,121	\$1,166	\$1,234
<i>Math League Assistant</i>	\$449	\$466	\$494

<i>Middle School Math Counts</i>	\$784	\$816	\$864
<i>Knowledge Bowl (9-12)</i>	\$1,121	\$1,166	\$1,234
<i>Knowledge Bowl (7-8)</i>	\$1,121	\$1,166	\$1,234
<i>Knowledge Bowl Assistant</i>	\$280	\$292	\$309
<i>Mock Trial</i>	\$1,121	\$1,166	\$1,234
<i>Mock Trial Assistant</i>	\$449	\$466	\$494
<i>Model UN</i>	\$784	\$816	\$864
<i>Visual Arts</i>	\$784	\$816	\$864
<i>First Tech Challenge</i>	\$1,121	\$1,166	\$1,234

<b>Extra Compensation</b>	
<i>Co-Curricular Workers</i>	\$40.42 per event
<i>Student Bus Supervisor</i>	\$42.38 per event
<i>Driver Education</i>	\$40.42 per hour
<i>Overload/6<sup>th</sup> Class</i>	\$46.20 per hour
<i>Elementary Specialist Overload Pay</i>	\$5.46 per class taught per day, with an overload of students as defined by Article 31 SECTION 8
<i>Coaching Aides</i>	\$11.01 per hour
<i>HIGHLIGHTS Contact</i>	\$748.65 per year
<i>Dept. Chair/Grade Level Leader</i>	\$577.50 per year
<i>Middle School Advisory Team</i>	\$1260 per year
<i>Hourly Department Work</i>	As determined by current year contract 1 - 5 years experience- Step 1 at teacher's education lane 6 - 10 years experience- Step 6 at teacher's education lane 10+ years experience- Step 10 at teacher's education lane
<i>Continuing Education Committee</i>	\$1050 per year for the lead (\$525 paid by District, \$525 paid by SPEA) \$525 per year for members (\$262.50 paid by District, \$262.50 paid by SPEA)
<i>Strength Coach</i>	\$3811 per season (3-three-month seasons)
<i>Homebound Instruction</i>	Teacher's hourly rate for instruction provided outside of the regular school day or during preparation periods.



**Q-Comp Memorandum of Understanding  
between  
Independent School District No. 508  
and  
Saint Peter Education Association**

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

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

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

**1. Funding**

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

2. Eligibility for Q-Comp

- 2.1 All teachers, as defined by MN Stat. 122A.40 and the Master Agreement, are eligible for all portions of compensation.
- 2.2 Teachers who work a partial year due to late hire, severed employment, leave of absence, sabbatical, family/medical leave, or retirement will be eligible for all incentive payments, provided the teacher is employed by the district and actually teaches a minimum of one hundred twenty (120) days excluding professional development days.
- 2.3 Part-time teachers are eligible to receive full incentive pay provided they meet all of the Q-Comp requirements for full-time teachers.
- 2.4 No teacher will receive more than 100 percent of Q-Comp incentive amounts.

3. Contingency

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

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

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

Signed:

For: Saint Peter Education Association

For: Independent School District 508  
Saint Peter Public Schools

\_\_\_\_\_  
SPEA President

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
SPEA Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Ratified by the SPEA membership on

Ratified by the School Board on

\_\_\_\_\_

\_\_\_\_\_



## ADDENDUM

**Regular Board Meeting  
Wednesday, March 18, 2026  
SPCC-Governor's Room  
5:00PM**

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### VII. ACTION ITEMS

<b>3. AGENDA ITEM #3</b>
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**Subject:** Consider Policies for Approval with a Second Reading

**Action:** Requires a Motion

**Background:** The following policy is being brought forward for a second and final reading:

**Policy 702.1:** Procurement Practices.

The information contained in this policy can be found, in greater detail, in Policy 721. Because of the duplicative nature of the policy, the Policy Committee recommends dropping the policy from the district's policy manual.

This policy was reviewed by the Policy Committee and they recommend approval of the removal of this policy from the district's policy manual.

**Presentation:** Superintendent of Schools, Jon Graff  
Policy Review Committee

**Options/Recommendation:** I recommend your approval of the removal of Policy 702.1 from the district's policy manual.

## **702.1 PROCUREMENT PRACTICES**

### **I. PURPOSE**

The purpose of this policy is to outline the purchasing practices followed by the school district.

### **II. GENERAL STATEMENT OF POLICY**

This policy defines the process for purchasing supplies, equipment, materials and services that will be used to meet the educational needs of the school district. Purchasing processes follow the guidance of state statutes, federal OMB uniform guidance, the directives of the Minnesota Department of Education and the district auditor, and business best practices.

### **III. PURCHASING PRACTICES**

1. The Business Office shall perform the administrative functions necessary to the procurement of goods and services for the School Board and maintain accurate records of all transactions for documentation and audit purposes.
2. All purchases will follow the District's requisition and purchase order process established by the business manager. In the case of an emergency or urgency of time, the process may be modified with the pre-approval of the superintendent. Payments to vendors will not be approved or paid until the item or service has been received.
3. All purchase orders will be reviewed by the appropriate administrative staff to ensure the item is necessary and appropriate in relation to the strategic goals of the District.
4. In the instances where applicable and advantageous, administrative staff will review local government intergovernmental agreements for consideration.
5. All contracts are to be awarded to only those businesses or contractors with the ability to perform the specified contract terms successfully.
6. All solicitations sought by the District will provide clear and accurate descriptions of the technical requirements for the material, product, or service to be procured.
7. The District shall seek business and/or bids from all eligible vendors and consultants, regardless of race, creed, sex, marital status, national origin, age, color, religion, ancestry, status with regard to public assistance, sexual or affectional orientation, familial status or disability.



## ADDENDUM

**Regular Board Meeting  
Wednesday, March 18, 2026  
SPCC-Governor's Room  
5:00 PM**

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### VII. ACTION ITEMS

<b>4. AGENDA ITEM #4</b>
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**Subject:** Consider Policies for Approval with a Single Reading

**Action:** Requires a Motion

**Background:** The following policies were reviewed by the Policy Committee as a part of the district's regular review cycle. Because they have minor or no changes recommended, the committee is recommending their approval with a single reading.

**801: Equal Access to School Facilities**

- Minor changes to legal references and a reordering of section III.

**805: Waste Reduction and Recycling**

- Minor changes to legal references.

**807: Health and Safety**

- Minor changes to legal references.

**901: Community Education**

- Minor changes to legal references.

**902: Use of School District Facilities and Equipment**

- Minor changes to legal references.

**905: Advertising**

- No changes recommended.

**Presentation:** Superintendent of Schools, Jon Graff  
Policy Review Committee

**Options/Recommendation:** I recommend your approval of Policies 801, 805, 807, 901, 902, and 905.

## **801 EQUAL ACCESS TO SCHOOL FACILITIES**

***[Note: The provisions of this policy substantially reflect statutory requirements.]***

### **I. PURPOSE**

The purpose of this policy is to implement the Equal Access Act by granting equal access to secondary school facilities for students who wish to conduct a meeting for religious, political, or philosophical purposes during noninstructional time.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is not to deny equal access or a fair opportunity to, or to discriminate against, any students who wish to conduct a meeting, on the basis of the religious, political, philosophical, or other content of the speech at such meetings.
- B. The school board has created a limited open forum for students enrolled in secondary schools during which noncurriculum-related student groups shall have equal access and a fair opportunity to conduct meetings during noninstructional time.
- C. Student use of facilities under this policy does not imply school district sponsorship, approval, or advocacy of the content of the expression at such meetings.
- D. The school district retains its authority to maintain order and discipline on school premises, to protect the well-being of students and faculty, and to assure that attendance of students at meetings is voluntary.
- E. In adopting and implementing this equal access policy, the school district will NOT:
  - 1. influence the form or content of any prayer or other religious activity;
  - 2. require any person to participate in prayer or other religious activity;
  - 3. expend public funds beyond the incidental cost of providing the space for student-initiated meetings;
  - 4. compel any school agent or employee to attend a school meeting if the content of the speech at the meeting is contrary to the beliefs of the agent or employee;
  - 5. sanction meetings that are otherwise unlawful;
  - 6. limit the rights of groups of students based on the size of the group;
  - 7. abridge the constitutional rights of any person.

### **III. DEFINITIONS**

- A. "Limited open forum" means that the school grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time.
- B. "Meeting" includes activities of student groups which are permitted under a limited open forum and are not directly related to the school curriculum. Distribution of literature does not constitute a meeting protected by the Equal Access Act.
- C. "Noninstructional time" means time set aside by the school before actual classroom

instruction begins or after actual classroom instruction ends, including such other periods that occur during the school day when no classroom instruction takes place.

- D. "Sponsorship" includes the act of promoting, leading, or participating in a meeting. The assignment of a school employee for custodial, observation, or maintenance of order and discipline purposes does not constitute sponsorship of the meeting.
- E. "Secondary school" means any school with enrollment of pupils ordinarily in grades 7 through 12 or any portion thereof.

#### **IV. FAIR OPPORTUNITY CRITERIA**

Schools in this school district shall uniformly provide that:

- A. A meeting held pursuant to this policy is voluntary and student-initiated;
- B. There is no sponsorship of the meeting by the school or its agents or employees;
- C. Employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- D. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- E. Nonschool persons may not direct, control, or regularly attend activities of student groups.

#### **V. PROCEDURES**

- A. Any student who wishes to initiate a meeting under this policy shall apply to the principal of the building at least 48 hours in advance of the time of the activity or meeting. The student must agree to the following:
  - 1. All activities or meetings must comply with existing policies, regulations, and procedures that govern operation of school-sponsored activities.
  - 2. The activities or meetings are voluntary and student-initiated. The principal may require assurances of this fact.
- B. Student groups meeting under this policy must comply with the following rules:
  - 1. Those attending must not engage in any activity that is illegal, dangerous, or which materially and substantially interferes with the orderly conduct of the educational activities of the school. Such activities shall be grounds for discipline of an individual student and grounds for a particular group to be denied access.
  - 2. The groups may not use the school name, school mascot name, school emblems, the school district name, or any name that might imply school or district sponsorship or affiliation in any activity, including fundraising and community involvement.
  - 3. The groups must comply with school policies, regulations and procedures governing school-sponsored activities.
- C. Students applying for use of school facilities under this policy must provide the following information to the principal: time and date of meeting, estimated number of students in attendance, and special equipment needs.
- D. The building principal has responsibility to:

1. Keep a log of application information.
  2. Find and assign a suitable room for the meeting or activity. The number of students in attendance will be limited to the safe capacity of the meeting space.
  3. Note the condition of the facilities and equipment before and after use.
  4. Assure proper supervision. Assignment of staff to be present in a supervisory capacity does not constitute school district sponsorship of the meeting or activity.
  5. Assure that the meeting or activity does not interfere with the school's regular instructional activities.
- E. The school district shall not expend public funds for the benefit of students meeting pursuant to this policy beyond the incidental cost of providing space. The school district will provide no additional or special transportation.
- F. Nonschool persons may not direct, conduct, control, or regularly attend meetings and activities held pursuant to this policy.
- G. School district employees or agents may not promote, lead, participate in, or otherwise sponsor meetings or activities held pursuant to this policy.
- H. A copy of this policy and procedures shall be made available to each student who initiates a request to use school facilities.

**Legal References:** 20 U.S.C. §§ 4071-74 (Equal Access Act)  
 20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)  
*Board of Educ. of Westside Community Schools v. Mergens*, 496 U.S. 226, ~~1105 S.Ct. 2356~~ (1990)  
*Good News Club v. Milford Central School*, 533 U.S. 98, ~~1215 S.Ct. 2093~~ (2001)  
*Child Evangelism Fellowship of Minnesota v. Special Sch. Dist. 1*, 690 F.3d 996 (8<sup>th</sup> Cir. 2012)  
*Child Evangelism Fellowship of Minnesota v. Elk River Area School Dist.* 728, 599 F.Supp. 2d 1136 (D. Minn. 2009)

**Cross References:** MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)  
[MSBA Service Manual, Chapter 13, School Law Bulletin "O" \(Equal Access Act\)](#)

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*The Purpose, General Statement of Policy, Definitions, and Fair Opportunity Criteria sections reflect the language and requirements of the Equal Access Act and so should be adopted as written. School Boards have discretion to adopt reasonable procedures to implement the Act, however. We have provided a section on Procedures as a model.*

## 805 WASTE REDUCTION AND RECYCLING

***[Note: The obligations stated in this policy are substantial and are virtually all are governed by statute. Accordingly, you will see statutory references throughout the policy. Obviously a A school district may choose to add obligations by policy.]***

### I. PURPOSE

The purpose of this policy is to establish a resource recovery program to promote the reduction of waste, the separation and recovery of recyclable and reusable commodities, the procurement of recyclable commodities and commodities containing recycled materials, the disposition of waste materials and surplus property, and the establishment of a program of education to develop an awareness of environmentally sound waste management. (Minn. Stat. § 115A.15, Subd. 1)

### II. GENERAL STATEMENT OF POLICY

The policy of the school district is to comply with all state laws relating to waste management and to make resource conservation an integral part of the physical operations and curriculum of the school district.

### III. DEFINITIONS

- A. "Lamp recycling facility" means a facility operated to remove, recover, and recycle for reuse mercury or other hazardous materials from fluorescent or high intensity discharge lamps. (Minn. Stat. § 116.93, Subd. 1)
- B. "Mixed municipal solid waste" means garbage, refuse, and other solid waste that is aggregated for collection but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams. (Minn. Stat. § 115A.03, Subd. 21)
- C. "Packaging" means a container and any appurtenant material that provide a means of transporting, marketing, protecting, or handling a product and includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels. (Minn. Stat. § 115A.03, Subd. 22b)
- D. "Postconsumer materials" means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item. (Minn. Stat. § 115A.03, Subd. 24b)
- E. "Rechargeable battery" means a sealed nickel-cadmium battery, a sealed lead acid battery, or any other rechargeable battery, except certain dry cell batteries or a battery exempted by the Commissioner of the Minnesota Pollution Control Agency (PCA) (Commissioner). (Minn. Stat. § 115A.9157)
- F. "Recyclable commodities" means materials, pieces of equipment, and parts which are not reusable but which contain recoverable resources. (Minn. Stat. § 115A.15, Subd. 1a(a))
- G. "Recyclable materials" means materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics,

metals, automobile oil, batteries, source-separated compostable materials, and sole source food waste streams that are managed through biodegradative processes. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material. (~~Minn. Stat. § 115A.03, Subd. 25a~~)

H. "Recycling" means the process of collecting and preparing recyclable materials and reusing the materials in their original form that do not cause the destruction of recyclable materials in a manner that precludes further use. (~~Minn. Stat. § 115A.03, Subd. 25b~~)

I. "Resource conservation" means the reduction in the use of water, energy, and raw materials. (~~Minn. Stat. § 115A.03, Subd. 26a~~)

J. "Reusable commodities" means materials, pieces of equipment, parts, and used supplies which can be reused for their original purpose in their existing condition. (~~Minn. Stat. § 115A.15, Subd. 1a(b)~~)

K. "Source-separated compostable materials" means materials that:

1. are separated at the source by waste generators for the purpose of preparing them for use as compost;
2. are collected separately from mixed municipal solid waste and are governed by state licensing provisions;
3. are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the Commissioner has determined that no other person is willing to accept the paper for recycling;
4. are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the PCA's class I or class II, or equivalent, compost standards and where process rejects do not exceed 15 percent by weight of the total material delivered to the facility; and
5. may be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the Commissioner determines that no other person is willing to accept the materials.

(~~Minn. Stat. § 115A.03, Subd. 32a~~)

L. "Waste reduction" or "source reduction" means an activity that prevents generation of waste or the inclusion of toxic materials in waste, including:

1. reusing the product in its original form;
2. increasing the life span of a product;
3. reducing material or the toxicity of material used in production or packaging; or
4. changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated.

(~~Minn. Stat. § 115A.03, Subd. 36b~~)

#### **IV. WASTE DISPOSAL**

A. The school district will attempt to decrease the amount of waste consumable materials by:

1. reduction of the consumption of consumable materials whenever practicable;
  2. full utilization of materials prior to disposal;
  3. minimization of the use of non-biodegradable products whenever practicable.
- B. Each school district facility shall also collect at least three recyclable materials, such as, but not limited to, the following: paper, glass, plastic, and metal. (~~Minn. Stat. § 115A.151~~)
- C. The school district will transfer all recyclable materials collected to a recycler and, to the extent practicable, cooperate with, and participate in, recycling efforts being made by the city and/or county where the school district is located. (~~Minn. Stat. § 115A.151~~)
- D. Prior to entering into a contract for the management of mixed municipal solid waste, the school district will determine whether the disposal method provided for in the contract is equal to or better than the waste management practices currently employed in the county or district plan in the county where the school district is located and whether the contract is consistent with the solid waste plan. If the waste management method provided for in the contract is ranked lower than the waste management practices employed by the county or district, the school district will:
1. determine the potential liability to the school district and its taxpayers for managing waste in this manner;
  2. develop and implement a plan for managing the potential liability; and
  3. submit the information in (1) and (2) above to the PCA.

If the contract is inconsistent with the county plan or if the school district's waste management activities are inconsistent with the county plan, the school district should obtain the consent of the county prior to entering into a binding contract or developing or implementing inconsistent solid waste management activities. (~~Minn. Stat. § 115A.46, Subd. 5; Minn. Stat. § 115A.471; Minn. Stat. § 458D.07, Subd. 4~~)

- E. The school district may not knowingly place motor oil, brake fluid, power steering fluid, transmission fluid, motor oil filters, or motor vehicle antifreeze (other than small amounts of antifreeze contained in water used to flush the cooling system of a vehicle after the antifreeze has been drained and does not include de-icer that has been used on the exterior of a vehicle) in or on:
1. solid waste or solid waste management facilities other than a recycling facility or household hazardous waste collection facility;
  2. the land unless approved by the PCA; or
  3. the waters of the state, an individual sewage treatment system, or in a storm water or waste water collection or treatment system unless:
    - a. permitted to do so by the operator of the system and the PCA;
    - b. the school district generates an annual average of less than 50 gallons of waste motor vehicle antifreeze per month; and
    - c. the school district keeps records of the amount of waste antifreeze generated, maintains these records on site and makes the records available for inspection for a minimum of three years following generation of the waste antifreeze.

(~~Minn. Stat. § 115A.916~~)

- F. The school district may not place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:
1. in solid waste; or
  2. in a wastewater disposal system.
- (Minn. Stat. § 115A.932, Subd. 1(a))
- G. The school district may not knowingly place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:
1. in a solid waste processing facility; or
  2. in a solid waste disposal facility.
- (Minn. Stat. § 115A.932, Subd. 1(b))
- H. The school district will recycle a fluorescent or high-intensity discharge lamp by delivery of the lamp to a lamp recycling facility or to a facility that collects and stores lamps for the purpose of delivering them to a lamp recycling facility, including, but not limited to, a household hazardous waste collection or recycling facility, retailer take-back and utility provider program sites, or other sites designated by an electric utility under [Minn. Stat. § Minnesota Statutes section 216B.241, subdivisionSubds. 2.](#) (Minn. Stat. § 115A.932, Subd. 1(c))
- I. The school district may not place a lead acid battery in mixed municipal solid waste or dispose of a lead acid battery. The school district also may not place in mixed municipal solid waste a dry cell battery containing mercuric oxide electrode, silver oxide electrode, nickel-cadmium, or sealed lead-acid that was purchased for use or used by the school district. The school district also may not place in mixed municipal solid waste a rechargeable battery, a rechargeable battery pack, a product with a nonremovable rechargeable battery, or a product powered by rechargeable batteries or rechargeable battery pack, from which all batteries or battery packs have not been removed. (Minn. Stat. § 115A.915; Minn. Stat. § 115A.9155, Subd. 1; Minn. Stat. § 115A.9157, Subd. 2)
- J. The school district may not place yard waste:
1. in mixed municipal solid waste;
  2. in a disposal facility;
  3. in a resource recovery facility, except for the purposes of reuse, composting, or cocomposting; or
  4. in a plastic bag unless exempt as specified in [Minn. Stat. § Minnesota Statutes section 115A.931\(c\), \(d\), or \(e\).](#)
- (Minn. Stat. § 115A.931)
- K. The school district may not place a telephone directory:
1. in solid waste;

2. in a disposal facility; or
3. in a resource recovery facility, except a recycling facility.

~~(Minn. Stat. § 115A.951, Subd. 2)~~

L. The school district may not:

1. place major appliances in mixed municipal solid waste; or
2. dispose of major appliances in or on the land or in a solid waste processing or disposal facility.

~~(Minn. Stat. § 115A.9561)~~

M. The school district may not place in mixed municipal solid waste an electronic product containing a cathode-ray tube. ~~(Minn. Stat. § 115A.9565)~~

N. The school district, on its own or in cooperation with others, may implement a program to collect, process, or dispose of household batteries. The school district may provide financial incentives to any person, including public or private civic groups, to collect the batteries. ~~(Minn. Stat. § 115A.961, Subd. 3)~~

## **V. PROCUREMENT OF RECYCLED COMMODITIES AND MATERIALS**

A. When practicable and when the price of recycled materials does not exceed the price of nonrecycled materials by more than 10 percent, the school district may purchase recycled materials. In order to maximize the quantity and quality of recycled materials purchased, the school district may also use other appropriate procedures to acquire recycled materials at the most economical cost to the school district. ~~(Minn. Stat. § 16C.073, Subd. 3(a))~~

B. When purchasing commodities and services, the school district will apply and promote waste management practices with special emphasis on the reduction of the quantity and toxicity of materials in waste. ~~(Minn. Stat. § 16C.073, Subd. 3(b))~~

C. Whenever practicable, the school district will:

1. purchase uncoated copy paper, office paper, and printing paper unless the coated paper is made with at least 50 percent postconsumer material;
2. purchase recycled content copy paper with at least 30 percent postconsumer material by weight and purchase office and printing paper with at least 10 percent postconsumer material by weight;
3. purchase paper which has not been dyed with colors, excluding pastel colors;
4. purchase recycled content copy, office, and printing paper that is manufactured using little or no chlorine bleach or chlorine derivatives;
5. use reusable binding materials or staples and bind documents by methods that do not use glue;
6. use soy-based inks;
7. purchase printer or duplication cartridges that:
  - a. have 10 percent post-consumer material; or
  - b. are purchased as remanufactured; or

- c. are backed by a vendor-offered program that will take back the printer cartridges after their useful life, ensure that the cartridges are recycled, and comply with the definition of recycling in [Minn. Stat. § Minnesota Statutes section 115A.03, subdivision Subd. 25b](#);
- 8. produce reports, publications, and periodicals that are readily recyclable;
- 9. purchase paper which has been made on a paper machine located in Minnesota; and
- 10. print documents on both sides of the paper where commonly accepted publishing practices allow.

~~(Minn. Stat. § 16C.073, Subd. 2)~~

- D. The school district may not use a specified product included on the prohibited products list published in the State Register. ~~(Minn. Stat. § 115A.9651)~~
- E. In developing bid specifications, the school district will consider the extent to which a commodity or product is durable, reusable or recyclable, and marketable through applicable local or regional recycling programs and the extent to which the commodity or product contains postconsumer material. ~~(Minn. Stat. § 16C.073, Subd. 3(b))~~
- F. When a project involves the replacement of carpeting, the school district may require all persons who wish to bid on the project to designate a carpet recycling company in their bids. ~~(Minn. Stat. § 16C.073, Subd. 3(b))~~

## VI. OTHER

The policy of the school district is to actively advocate, where appropriate, for resource conservation practices to be adopted at the local, regional, and state levels.

**Legal References:** Minn. Stat. § 16C.073 (Purchase and Use of Paper Stock; Printing)  
Minn. Stat. § 115A.03 (Definitions)  
Minn. Stat. § 115A.15 (State Government Resource Recovery)  
Minn. Stat. § 115A.151 ([Recycling Requirements; Public Entities; Commercial Buildings; Sports Facilities](#))~~(State and Local Facilities)~~  
Minn. Stat. § 115A.46 ([Regional and Local Solid Waste Management Plan; Requirements](#))~~Requirements~~  
Minn. Stat. § 115A.471 (Public Entities; Management of Solid Waste)  
Minn. Stat. § 115A.915 (Lead Acid Batteries; Land Disposal Prohibited)  
Minn. Stat. § 115A.9155 (Disposal of Certain Dry Cell Batteries)  
Minn. Stat. § 115A.9157 (Rechargeable Batteries and Products)  
Minn. Stat. § 115A.916 (Motor Vehicle Fluids and Filters; Prohibitions)  
Minn. Stat. § 115A.931 (Yard Waste; Prohibition)  
Minn. Stat. § 115A.932 (Mercury Prohibition)  
Minn. Stat. § 115A.951 (Telephone Directories)  
Minn. Stat. § 115A.9561 (Major Appliances)  
Minn. Stat. § 115A.9565 (Cathode-Ray Tube Prohibition)  
Minn. Stat. § 115A.961, Subd. 3 (Household Batteries; Collection, Processing, and Disposal)  
Minn. Stat. § 115A.9651 (Listed Metals in Specified Products; Enforcement)  
Minn. Stat. § 116.93, Subd. 1 (Lamp Recycling Facilities)  
Minn. Stat. § 216B.241, Subds. 2 and 4 ([Public Utilities; Energy Conservation and Optimization](#))~~Energy Conservation Improvement~~  
Minn. Stat. § 458D.07 (Sewage Collection and Disposal)  
*National Solid Waste Management Ass'n v. Williams, et al.*, 966 F.Supp. 844 (D. Minn. 1997)

**Cross References:** [None](#)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 807  
Orig. 2012  
Rev. 2022~~15~~

Revised: March 2026

## 807 HEALTH AND SAFETY POLICY

***[Note: To receive health and safety revenue for any fiscal year, school districts must submit an application to the [Minnesota](#) Commissioner of Education, along with a health and safety budget adopted and confirmed by the school board as being consistent with the school district's health and safety policy. This policy has been approved by the Minnesota Department of Education.***

***The subdivisions of [Minnesota Statutes Section Minn.-Stat. § 123B.57](#) that relate to a school district's ability to apply for health and safety revenue have been repealed effective fiscal year 2017. The provisions of this policy substantially reflect statutory requirements.]***

### I. PURPOSE

The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state, and local health and safety laws and regulations.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.
- B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district may form a health and safety advisory committee to be appointed by the superintendent. The health and safety advisory committee will be composed of employees and other individuals with specific knowledge of related issues. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation. The superintendent may request that the safety committee established under [Minnesota Statutes section Minn.-Stat. § 182.676](#) carry out all or part of the duties of the advisory committee or the advisory committee may consider recommendations from a separate safety committee established under [Minnesota Statutes section Minn.-Stat § 182.676](#).

### III. PROCEDURES

- A. Based upon recommendations from the health and safety advisory committee and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing

within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the school board on an annual basis and shall be an addendum to this policy. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.

- B. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.
- C. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

#### **IV. PROGRAM AND PLANS**

- A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the school board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:
  - 1. Asbestos
  - 2. Fire and Life Safety
  - 3. Employee Right to Know
  - 4. Emergency Action Planning
  - 5. Combustible and Hazardous Materials Storage
  - 6. Indoor Air Quality
  - 7. Mechanical Ventilation
  - 8. Mold Cleanup and Abatement
  - 9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
  - 10. Infectious Waste/Bloodborne Pathogens
  - 11. Community Right to Know
  - 12. Compressed Gas Safety
  - 13. Confined Space Standard
  - 14. Electrical Safety
  - 15. First Aid/CPR/AED
  - 16. Food Safety Inspection
  - 17. Forklift Safety
  - 18. Hazardous Waste
  - 19. Hearing Conservation
  - 20. Hoist/Lift/Elevator Safety
  - 21. Integrated Pest Management
  - 22. Laboratory Safety Standard/Chemical Hygiene Plan
  - 23. Lead
  - 24. Control of Hazardous Energy Sources (Lockout/Tagout)
  - 25. Machine Guarding
  - 26. Safety Committee
  - 27. Personal Protection Equipment (PPE)
  - 28. Playground Safety
  - 29. Radon
  - 30. Respiratory Protection
  - 31. Underground and Above Ground Storage Tanks
  - 32. Welding/Cutting/Brazing
  - 33. Fall Protection
  - 34. National Emission Standards for Hazardous Air Pollutants for School Generators established by the United States E.P.A.
  - 35. Other areas determined to be appropriate by the health and safety advisory

committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

- B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.
- C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action [will be](#) taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.
- D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.
- E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.
- F. In the event of an accident or a near miss, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents and near misses must be reported to an immediate supervisor as soon as possible.

## **V. BUDGET**

The superintendent shall be responsible to provide for periodic school board review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations for additional plan requirements proposed to be adopted. The superintendent, or such other school official as designated by the superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

## **VI. ENFORCEMENT**

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

**Legal References:** Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)  
Minn. Stat. § 123B.57 ([Capital Expenditure](#); Health and Safety [Projects](#))

Minn. Stat. § 182.676 (Safety Committees)  
Minn. Rules Part 5208.0010 ([Accident and Injury Reduction Program; Applicability](#))  
Minn. Rules Part 5208.0070 ([Accident and Injury Reduction Program; Alternative Forms of Committee](#))

**Cross References:** MSBA/MASA Model Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)  
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Adopted: \_\_\_\_\_

*MSBA/MASA Model Policy 901*  
*Orig. 1995*  
*Rev. 2022~~1999~~*

Revised: *March 2026* \_\_\_\_\_

## **901 COMMUNITY EDUCATION**

### **I. PURPOSE**

The purpose of this policy is to convey to employees and to the general public the important role of community education within the school district.

### **II. GENERAL STATEMENT OF POLICY**

The school board affirms a strong commitment to the community education program. The school board welcomes, and strongly encourages use of school buildings and activity areas by the community when not used for regularly scheduled elementary and secondary programs. The school administration should strive to accomplish the following objectives:

- A. Maximum use should be made of public school facilities within the school district service area.
- B. Educational needs and interest of area residents should be determined periodically.
- C. Community resources and expertise of residents should be utilized to develop a vibrant, well-rounded community education program.
- D. Area residents should be encouraged to actively participate in program opportunities.

### **III. COMMUNITY EDUCATION ADVISORY COUNCIL**

- A. The council shall assist in promoting the goals and objectives of the program.
- B. The membership of the community education advisory will consist of members who represent: various service organizations; churches; public and nonpublic schools; local government including elected officials; public and private nonprofit agencies serving youth and families; parents; youth; park, recreation or forestry services of municipal or local government units located in whole or in part within the boundaries of the school district; and any other groups participating in the community education program in the school district.
- C. Bylaws of the community education advisory council shall provide the framework for the organization including criteria pertaining to membership, officers' duties, frequency and structure of meetings and such other matters as deemed necessary and appropriate.
- D. The council will adopt a policy to reduce and eliminate program duplication within the school district.

**Legal References:** Minn. Stat. § 123B.51 (Schoolhouses and Sites; [Uses for School and Nonschool Purposes; Closings](#))~~Access for Noncurricular Purposes~~  
Minn. Stat. § 124D.19, Subd. 1 (Community Education Programs; Advisory Council)  
Minn. Stat. § 124D.20, Subd. 1 (Community Education Revenue)

**Cross References:** MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)

Adopted: \_\_\_\_\_

*MSBA/MASA Model Policy 902*  
Orig. 1995  
Rev. 202212

Revised: March 2026

## **902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT**

### **I. PURPOSE**

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

### **II. GENERAL STATEMENT OF POLICY**

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

### **III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES**

- A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.
- B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.
- C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

### **IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES**

- A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate.
- B. Requests for use of school facilities by community groups or individuals shall be made through the school district administrative office. The administration will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.
- C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial and supervisory service if deemed necessary. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the school board.
- D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

### **V. USE OF SCHOOL EQUIPMENT**

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to

this policy.

## **VI. RULES FOR USE OF FACILITIES AND EQUIPMENT**

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries.

**Legal References:** Minn. Stat. § 123B.51 (Schoolhouses and Sites; [Uses For School and Nonschool Purposes; Closings](#)) ~~Access for Noncurricular Purposes)~~

**Cross References:** MSBA/MASA Model Policy 801 (Equal Access to School Facilities)  
MSBA/MASA Model Policy 901 (Community Education)

## **905 ADVERTISING**

**[NOTE: School districts should carefully consider whether they wish to allow advertising in school district facilities or publications. Once advertisements are accepted, First Amendment rights may limit the school district's ability to reject specific advertisements or to regulate the content of advertisements.]**

### **I. PURPOSE**

The purpose of this policy is to provide guidelines for the advertising or promoting of products or services to students and parents in the schools.

### **II. GENERAL STATEMENT OF POLICY**

The school district's policy is that the name, facilities, staff, students, or any part of the school district shall not be used for advertising or promoting the interests of a commercial or nonprofit agency or organization except as set forth below.

### **III. ADVERTISING GUIDELINES**

- A. School publications, including publications such as programs and calendars, may accept and publish paid advertising provided they receive advance approval from the appropriate administrator. In no instance shall publications accept advertising or advertising images for alcohol, tobacco, drugs, drug paraphernalia, weapons, or obscene, pornographic, or illegal materials. Advertisements may be rejected by the school district if determined to be inconsistent with the educational objectives of the school district or inappropriate for inclusion in the publication. For example, advertisements may be rejected if determined to be false, misleading, or deceptive, or if they relate to an illegal activity or antisocial behavior. The faculty advisor is responsible for screening all such advertising for appropriateness, including compliance with the school district policy prohibiting sexual, racial, and religious harassment.
- B. The school board may approve advertising in school district facilities or on school district property. Any approval will state precisely where such advertising may be placed. The restrictions listed in Section A. above will apply. Advertising will not be allowed outside the specific area approved by the school board. Specific advertising must be approved by the superintendent or designee. In no instance will an advertising device be erected or maintained within 100 feet of a school that is visible to and primarily intended to advertise and inform or to attract or which does attract the attention of operators and occupants of motor vehicles.
- C. Donations which include or carry advertisements must be approved by the school board.
- D. The school district or a school may acknowledge a donation it has received from an organization by displaying a "donated by," "sponsored in part by," or a similar by-line with the organization's name and/or symbol on the item. Examples include activity programs or yearbooks.
- E. Nonprofit entities and organizations may be allowed to use the school district name, students, or facilities for purposes of advertising or promotion if the purpose is determined to be educationally related and prior approval is obtained from the school board. Advertising will be limited to the specific event or purpose approved by the school board.
- F. Contracts for computers or related equipment or services that require advertising to be

disseminated to students will not be entered into or permitted unless done pursuant to and in accordance with state law.

- G. The inclusion of advertisements in school district publications, in school district facilities, or on school district property does not constitute approval and/or endorsement of any product, service, organization, or activity. Approved advertisements will not imply or declare such approval or endorsement.

#### **IV. ACCOUNTING**

Advertising revenues must be accounted for and reported in compliance with UFARS. A periodic report shall be made to the school board by the superintendent regarding the scope and amount of such revenues.

**Legal References:** Minn. Stat. § 123B.93 (Advertising on School Buses)  
Minn. Stat. § 125B.022 (Contracts for Computers or Related Equipment or Service)  
Minn. Stat. § 173.08 (Excluded Road Advertising Devices)

**Cross References:** MSBA/MASA Model Policy 421 (Gifts to Employees and School Board Members)  
MSBA/MASA Model Policy 702 (Accounting)



## ADDENDUM

**Regular Board Meeting  
Wednesday, March 18, 2026  
SPCC-Governor's Room  
5:00PM**

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### VIII. INFORMATION ITEMS

<b>1. AGENDA ITEM 1</b>
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**Subject:** First Reading of Revisions to the Policy Manual

**Background:** The following policies were reviewed by the Policy Committee and are being brought forward for a first reading:

Policy 903: Visitors to School District Buildings and Sites

- The Policy Committee recommends the following:
  - Minor changes to legal references.
  - The committee recommends striking mention of an addendum in section IV and placing the words, "Upon approval by the School Board, such procedures and requirements shall be included in Parent/Student Handbooks."

Policy 904: Distribution of Materials on School District Property by Nonschool Persons

- The Policy Committee recommends the following:
  - Reordering of Section III.
  - Striking mention of an addendum in section VIII and adding the following, "Additional guidelines will be included in Parent/Student Handbooks."

**Presentation:** Superintendent of Schools, Jon Graff  
Policy Review Committee

## **903 VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES**

### **I. PURPOSE**

The purpose of this policy is to inform the school community and the general public of the position of the school board on visitors to school buildings and other school property.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school board encourages interest on the part of parents and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.
- B. The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

### **III. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS**

- A. A student enrolled in a post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.
- B. A student enrolled in a post-secondary enrollment options course may be provided with reasonable access, during regular school hours, to a computer and other technology resources that the student needs to complete coursework for a post-secondary enrollment course in accordance with established procedures.

### **IV. RESPONSIBILITY**

- A. The school district administration shall present recommended visitor and post-secondary enrollment options student procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.
- B. The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and approval of the procedures.

### **V. VISITOR LIMITATIONS**

- A. An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.
- B. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements which are an addendum to this policy or as otherwise specifically authorized by school officials. When unauthorized vehicles of visitors are

parked on school property, school officials may:

1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or
  2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.
- C. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

**Legal References:** Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options [Act Program](#))  
Minn. Stat. § 128C.08 (Assaulting a Sports Official Prohibited)  
Minn. Stat. § 609.605, Subd. 4 (Trespasses [on School Property](#))

**Cross References:** [None](#)

**904 DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY NONSCHOOL PERSONS**

**I. PURPOSE**

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

**II. GENERAL STATEMENT OF POLICY**

- A. The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting within the limitations and provisions of this policy.
- B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

**III. DEFINITIONS**

**[NOTE: MSBA rearranged these definitions to place them in alphabetical order in 2024.]**

- A. "Distribution" means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.
- B. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.
- C. "Material and substantial disruption" of a normal school activity means:
  - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
  - 2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- D. "Materials" includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.

- E. "Minor" means any person under the age of eighteen (18).
- F. "Nonschool person" means any person who is not currently enrolled as a student in or employed by the school district.
- G. "Obscene to minors" means:
  1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
  3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- H. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, and in-school lunch periods.

#### **IV. GUIDELINES**

- A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.
- B. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material is prohibited that:
  1. is obscene to minors;
  2. is libelous;
  3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
  4. advertises any product or service not permitted to minors by law;
  5. advocates violence or other illegal conduct;
  6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, or ethnic origin);
  7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.
- C. Permission for nonschool persons to distribute materials on school district property is a

privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;
2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
4. the quantity or size of materials to be distributed;
5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
6. whether distribution would require that nonschool persons be present on the school grounds;
7. whether the materials are a solicitation for goods or services not requested by the recipients.

#### **V. TIME, PLACE, AND MANNER OF DISTRIBUTION**

If permission is granted pursuant to this policy for the distribution of any materials, the time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

#### **VI. PROCEDURES**

- A. Any nonschool person wishing to distribute materials must first submit for approval a copy of the materials to the administration at least five days in advance of desired distribution time, together with the following information:
  1. Name and phone number of the person submitting the request.
  2. Date(s) and time(s) of day of requested distribution.
  3. If material is intended for students, the grade(s) of students to whom the distribution is intended.
  4. The proposed method of distribution.
- B. The administration will review the request and render a decision. The administration will assign a location and method of distribution and will inform the persons submitting the request whether nonschool persons may be present to distribute the materials. In the event that permission to distribute the materials is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.
- C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.
- D. In the event that permission to distribute materials is denied, the nonschool person or organization may request reconsideration of the decision by the superintendent. The request for reconsideration must be in writing and must set forth the reasons why distribution is desirable and in the interest of the school community.

#### **VII. VIOLATION OF POLICY**

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

### **VIII. IMPLEMENTATION**

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

**[NOTE: School districts are encouraged to consider additional guidelines which reflect varied local practices relating to this subject matter including addressing the subject of consistency and uniformity for approving or disapproving practices under this policy.]**

- Legal References:** U. S. Const., amend. I  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Doe v. South Iron R-1 School District*, 498 F.3d 878 (8<sup>th</sup> Cir. 2007)  
*Bystrom v. Fridley High School*, 822 F.2d 747 (8<sup>th</sup> Cir. 1987)  
*Cornelius v. NAACP Legal Defense and Educational Fund, Inc.*, 473 U.S. 788 (1985)  
*Perry Education Ass'n v. Perry Local Educators' Ass'n*, 460 U.S. 37 (1983)  
*Roark v. South Iron R-1 School Dist.*, 573 F.3d 556 (8<sup>th</sup> Cir. 2009)  
*Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist.*, 640 F.3d 329 (8<sup>th</sup> Cir. 2011), cert. denied 565 U.S. 1036 (2011)
- Cross References:** MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)



## ADDENDUM

**Regular Board Meeting  
Wednesday, March 18, 2026  
SPCC-Governor's Room  
5:00PM**

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### VIII. INFORMATION ITEMS

<b>2. AGENDA ITEM 2</b>
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**Subject:** Building and Grounds Update

**Background:** Seth Putz, Operations and Maintenance Supervisor will present an update on our buildings and grounds.

**Presentation:** Operations and Maintenance Supervisor, Seth Putz