

STEWARTVILLE PUBLIC SCHOOLS

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534**

**AGREEMENT BETWEEN
BOARD OF EDUCATION
AND
STEWARTVILLE UNITED EDUCATORS**

EFFECTIVE JULY 1ST, 2025 – JUNE 30TH, 2027



2025-2027 MASTER AGREEMENT

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2025 - 2027
Independent School District #534
and
Stewartville United Educators
Master Agreement

ARTICLE I
PURPOSE

Section 1 Parties: This Agreement is entered into between Independent School District No. 534, Stewartville, Minnesota, hereinafter referred to as the School District or District, and the Stewartville United Educators, affiliate of Education Minnesota and NEA, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 Recognition: In accordance with the PELRA, the School District recognizes the Stewartville United Educators as the exclusive representative of teachers employed by the School District No. 534, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

Section 2 Appropriate Unit: The Association shall represent all the teachers of the District as defined in this Agreement and in said act.

ARTICLE III
DEFINITIONS

Section 1 Terms and Conditions of Employment:

- A.** The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the teachers.
- B.** In the case of professional employees, the term does not mean educational policies of the School District.
- C.** The term in both cases is subject to the provisions of the PELRA.

Section 2 Teacher:

- A. "Teacher" shall mean all persons in the bargaining unit employed by the School District in a position for which the person must be licensed by the State of Minnesota.
- B. "Teacher" shall not include the superintendent, principals, assistant principals, athletic director, community services director and curriculum coordinator, and high potential / continuous improvement coordinator who devote more than 50% of their time to administrative or supervisory duties.
- C. "Teacher" shall not include essential employees, and such other employees excluded by law.

Section 3 Dates and Timelines:

- A. A date in the Master Agreement shall not be changed by the fact that the date falls on a weekend or a holiday unless there is language pertaining to the date providing for such a change.
- B. The number of days in any timeline in the Master Agreement shall not be changed by the fact that the timeline includes weekends and holidays unless there is language that states the number of days in the timeline shall not include weekends or a holiday.

Section 4 Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

Section 5 School District: For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative.

**ARTICLE IV
SCHOOL DISTRICT RIGHTS**

Section 1 Rights and Obligations of the School District: 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 District, its overall budget, utilization of technology, the organizational structure and selection, direction, and number of personnel.

Section 2 Management Responsibilities:

- A. The School District will meet and negotiate in good faith with the Association regarding grievance procedures and the terms and conditions of employment.
- B. The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District.
- C. The Association recognizes the School Board's primary obligation is to provide educational opportunity for the students of the District.

Section 3 Effect of Laws, Rules, and Regulations:

- A. The Association recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and are governed by the laws of the State of Minnesota.
- B. The Association also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders deemed necessary by the School Board.
- C. Such rules, regulations, directives, and orders will be consistent with the terms of this Agreement.
- D. All provisions of this Agreement are subject to the rules, laws, regulations and orders of appropriate state and federal governmental agencies. Any provision of the agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void without force and effect.

Section 4 Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights. Management functions not expressly reserved herein, and all management rights and functions not expressly delegated in this Agreement are reserved to the School District.

**ARTICLE V
TEACHER RIGHTS**

Section 1 Rights and Obligations of Teachers:

- A. Pursuant to the PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of employment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Association.
- B. Nothing contained in this Agreement shall be construed to require any teacher to perform non-contractual labor or services.
- C. 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.
- D. **Payroll Deductions:** Teachers shall have the right to request in writing and be allowed payroll deductions for the following items, to be deducted from each paycheck:
 - a. **Teacher Organization Dues:**
 - i. **Request for Dues Checkoff:** Pursuant to PELRA, the exclusive representative shall be allowed dues checkoff. Upon receipt by Business Office of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization and/or exclusive representative in 18 (eighteen) equal installments, beginning with the first pay period in October.

- ii. Written request for membership dues check off must be received by the District by September 30 and shall continue in effect unless revoked in writing.
 - iii. 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, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this Agreement.
 - b. Tax Sheltered Annuities for which there is District enrollment of at least five (5).
 - i. Tax Sheltered Annuities may be entered into or changed by teachers on the following dates during each year, if the TSA Company regulations permit such transactions:
 1. September 1, or the first day of school, whichever is later;
 2. January 1
 3. April 1
 4. Within two weeks after the ratification of the 2025-2027 Master Agreement by the teachers and the School Board
 - ii. Tax Sheltered Annuities may be exited at any time of the year with a two weeks' written notice to the superintendent's office, if the TSA Company's regulations permit such transactions.
 - iii. The number of different Tax Sheltered Annuities that any one teacher can have cannot exceed five (5) companies.
 - c. **United Way Contributions**
 - d. **Deductions for Federal Political Action Committee.** Upon receipt of a properly executed authorization card of the member involved, the school district will deduct from the member's paycheck the amount the member has agreed to contribute to the NEA Fund for Children and Public Education. The school district is responsible to transmit contributions, along with a roster of contributors, on a monthly basis to the NEA.
- E. Access of Records and Evaluation of Teachers:** All files relating to each teacher shall be available during regular District business hours to that teacher upon his/her written request to the administrator maintaining the file.
- a. The teacher shall have the right to reproduce the contents of the file at his/her expense and to submit for inclusion in the file written information in response to any material contained therein.
 - b. The District may destroy such files as provided by law.
 - c. A teacher's personnel file shall contain only materials that are related to his/her employment.
 - d. Each teacher shall be furnished within five (5) working days, with a copy of all evaluative and disciplinary entries into the permanent personnel file.

- F. Complaints:** A copy of any written complaint concerning a teacher that is received by the School District will be given to the teacher involved within twenty-four hours after a School Board meeting at which it is presented or discussed.
- G. Teacher Reprimands and Discipline:** District discipline or reprimand of teachers may be written and/or oral. Any such action shall occur in a private place; and the teacher, including probationary teachers, shall have the right to have a representative of the Association present.
- H. Supervisory Teachers:** Teachers who supervise student teachers must be those who voluntarily accept the assignment. In the event the college placing the student teacher offers an honorarium to the supervising teacher(s) or District, the teacher(s) shall be awarded such honorarium.
- I. Teacher Development and Evaluation Joint Agreement:**
- a. Purpose:** This Agreement is entered into between Stewartville United Educators (Union) and Independent School District No. 534 (District). The Union and the District are parties to a collective bargaining agreement governing the terms and conditions of employment for teachers employed by the District, pursuant to the Public Employment Labor Relations Act (“PELRA”), Minn. Stat. §179A.01 *et. Seq.*
 - i.** Through joint agreement, the parties have developed a teacher development and evaluation plan and implementation process pursuant to the requirements of Minn. Stat. §122A.40, Subd. 8 (“TDE Plan”).
 - ii.** The TDE Plan created by a joint Union-District committee, ratified by the Union’s general membership, and adopted by the District School Board is detailed in the TDE Plan document, Teacher Development and Evaluation Plan, Stewartville Public Schools, dated June 4, 2014 and as attached and incorporated.
 - b. Term:** The TDE Plan will take effect on July 1, 2014. This Agreement will remain in effect until the parties agree to modifications or until one party notifies the other party of its intent to withdraw from the Agreement at the beginning of the next school year. Such notice must be given prior to March 1 of the school year prior to withdrawal. The Agreement will end on June 29th following the notification of withdrawal. Both parties understand that the state plan created and published by the Minnesota Department of Education (“MDE”) pursuant to Minn. Stat. §122A.40, Subd. 8(c) (“State Plan”) will be implemented at that time unless the parties agree on a successor process.
 - c. Teacher:** The TDE Plan is applicable to all members of the teacher bargaining unit represented by the exclusive representative.
 - d. TDE Teacher Oversight Committee:** A joint Union and District TDE Oversight Committee shall be responsible for overseeing implementation of the TDE Plan including the process to move from the current teacher development, evaluation, or peer review process used in the District.
 - i. Members:** The Committee will consist of a total of 12 representatives. Six representatives of the Union are appointed by the Union President.

Six representatives of the District are appointed by the School Board or its designee.

- ii. **Meetings:** The Committee must meet at least 3 times during each school year. Summer meetings may be scheduled if necessary. If a meeting is scheduled during a school day, the District shall pay the cost of any necessary substitutes.
- iii. **Additional Duties:**
 - 1. The Committee will advise on the budget related to TDE expenditures. Financial reports will be available to the Committee at the request of a member.
 - 2. The Committee will work to ensure that communications about the TDE Plan to teachers and administrators occurs in a timely and consistent manner.
 - 3. The Committee will make recommendations to the District and Union on modifications to the TDE Plan.
 - 4. The Committee will review any statutory changes to the requirements in Minn. Stat. §122A.40, Subd. 8 and any changes to the State Plan, if applicable, and make recommendations to the District and Union on modifications to the TDE Plan.
 - 5. The Committee will discuss and address any inquiries regarding the TDE Plan by the MDE.
- e. **Plan Modifications:** The parties agree any suggested modifications to the TDE Plan will be discussed at a TDE Oversight Committee meeting. Any modifications to the TDE Plan will be made by mutual agreement. Neither party may unilaterally modify the TDE Plan. The TDE Plan in effect will remain in effect until proposed modifications have been adopted through the ratification and adoption process.
- f. **Posting Requirements:** The Committee will determine the appropriate electronic venue to post copies of the TDE Plan so that it is always available. In addition, electronic copies will be sent to all staff at the commencement of the TDE Plan, to new staff at the start of each subsequent school year, and to any staff upon request. Notice to all teachers and administrators must be provided electronically within ten (10) days of any changes to the TDE Plan.
- g. **Compensation:** Compensation for duties or positions associated with the TDE Plan and the TDE Oversight Committee will be paid in accordance with the collective bargaining agreement between the parties.
- h. **Grievability:** The parties agree that this Agreement and items incorporated herein will be processed in accordance with the grievance process of the collective bargaining agreement between the parties.
 - i. **Residual Rights:** Teachers who develop or produce original educational material for classroom use shall retain all rights to such material. If the material is to be sold, the teacher shall reimburse the district for time and materials used in production. All curriculum materials developed by

curriculum committees employed by the District shall be the property of the District.

Section 2 Transfers, Assignments & Reassignments:

- A. Notice of Assignment:** All teachers shall be given written notification of their teaching assignment (specific classes they will be teaching) for the following year prior to the end of the current school year. Acceptable forms of written notice include the electronic or printed distribution of a master schedule that identifies teacher names and courses or an individualized notice. In the event that changes in such schedules are proposed, all teachers affected shall be notified prior to the proposed changes and consulted about the matter and extent of change.
- B. Request for Voluntary Change in Teaching Assignment:** Prior to May 1st of each school year, any teacher desiring a change in teaching assignment, building, or grade level for the following school year, shall notify the superintendent in writing of his/her desire.
- C. Posting of Available Positions:** Whenever a teaching or extra-curricular position becomes available for assignment, the School District shall post, for a minimum of two weeks, notice of that available position unless a shorter time period is mutually agreed upon between the Association and the District. All postings shall be sent via email to all certified staff's district email on the day the position is posted. The available position shall not be filled during that time, except in the case of an emergency or immediate need.
- a. The posting shall be made in each building, with a copy to the Association.
 - b. Each posting shall indicate the date such notice is posted and the date the posting expires.
 - i. Teachers may apply for transfer, assignment, or reassignment to an available position provided they 1) make written application prior to the expiration date of the notice, and 2) possess a valid certificate/license to teach/direct/coach in the subject area, the grade level, or activity that requires such licensure.
- D. Consideration of Applicants:** Consideration shall be given to applicants who are current, qualified teachers currently employed in the District. The School Board will consider all timely requests for transfer, assignment, or reassignment, and applications before filling any vacancies, but reserves the right to make the final determination of selection of personnel including outside applicants for all positions.
- a. Interviews shall be granted to current, qualified teachers who submit a timely application. The District reserves the right to interview other applicants.
 - i. Interviews need not be scheduled for current, qualified teachers who submit a timely application after August 1st for a vacancy that results after August 1st from the granting of a transfer of a current, qualified teacher to the original vacancy.
 - b. The School District reserves the right to transfer a transferred teacher back to his/her original position.

- c. Selection for teaching vacancies shall be made first from qualified teachers on the Unrequested Leave of Absence List in the order of seniority, if such a list exists.
- E. **Applications:** Applications for voluntary transfer, assignment, or reassignment shall be based on one or more of the following criteria:
 - a. Timely request.
 - b. Possession of a valid license to teach/direct/ coach in the subject area, the grade level, or activity.
 - c. Experience and/or educational qualifications.
 - d. The existence of an opening.
 - e. The existence of a mutually acceptable trade of assignments between teachers and the District that has been submitted in writing in accordance with paragraph A of this section.
 - f. Recommendations of the principal(s) involved in the transfer, assignment, or reassignment.
- F. **Notification:** If a teacher who has requested a transfer, assignment, or reassignment is selected for the vacancy, the School District will notify that individual that his/her request has been approved as soon as the decision has been made.
 - a. If the request has been denied, the teacher shall be notified in writing by the School District of such a denial before the vacancy is filled.
 - b. Notification shall be in writing. After notification, the teacher may request in writing the reasons for denial. A response will be made within 10 days. These reasons shall be based on the criteria as stated in paragraph D of the Section.
- G. **Involuntary Transfers, Assignments, and Reassignments:** The School District shall seek volunteers to accept transfers, assignments, or reassignments to vacant positions if reduction in staffing does not permit the District filling the position with a teacher not currently employed by the District or on the Unrequested Leave of Absence List.
 - a. If no volunteer is available, the School District shall transfer, assign, or reassign teachers in the best interest of the District and the criteria listed in paragraph D of this section.
 - b. If the transferred teacher's original position should reopen, that teacher shall have first opportunity to that position.
 - c. If the District assigns an additional class to a full-time teacher who is not presently assigned a full class load, the District and the teacher shall mutually agree on the adjustment of duties. In the case of no agreement, the District shall have the right to make the final determination of the adjustment of duties. The actual choice of duties shall not be subject to the grievance procedure.
- H. **Written Reasons Not Subject to Grievance or Arbitration:** The written reason(s) for denial of transfer, assignment, or reassignment shall not be subject to the grievance procedure nor to arbitration.
 - a. A teacher who is not granted a transfer, assignment, or reassignment for which application has been made shall have the option of bringing the matter first to the principal(s) involved, then to the superintendent, and then to the School Board.

- b. The School Board shall have the right to make the final determination in the matter of transfers, assignments, and reassignments provided that all procedures in this section have been followed.
- I. **Notification of Retirement:** Resignation due to retirement shall be effective at the end either of the first semester (January) or at the end of the school year (June). The District shall be notified at least three (3) months prior to the date of intended resignation due to retirement. Teachers retiring at the end of the school year who give notice of retirement by March 1 will be paid a stipend of \$500.00 by the end of the current school year.
- J. Teachers leaving their position with the district will give notice to the district no later than July 1. If a teacher gives notice of separation of employment from the district for any reason after July 1, the following options will be considered:
 - a. Separation from employment from the District between July 1 and July 15 shall be granted with the teacher paying a fee of \$1000 to cover all costs of finding a replacement.
 - b. Separation from employment from the District after July 15 may or may not be granted. If granted, the teacher will pay a fee of \$1000 to cover all costs of finding a replacement.

ARTICLE VI ASSOCIATION RIGHTS

Section 1 Rights and Obligations of the Association:

- A. **Meet and Confer:** The School District and its representatives and representatives of the Association shall meet and confer on a regular basis once each nine-week quarter.
 - a. The dates for such meetings shall be established by the superintendent and the Association representative in September of each year.
 - b. Each party shall submit to the other party items for the agenda, pertinent information concerning these items, a statement that the school administration and the teacher(s) have discussed the item, including the date and a suggested amount of time allowed for presentation and discussion. The items must be submitted no later than 10 school days before the scheduled meeting.
 - c. Items shall be placed on the agenda in order of their being submitted. The agenda will be done by the District Office after proper paperwork has been handed in and the superintendent and union president have mutually agreed to the items on the agenda.
 - d. The meeting shall be limited to a maximum of 1 ½ hours. If all agenda items are not completed in the allotted time allowed, a meeting to complete those items must be scheduled within two weeks.
 - e. The lack of items for an agenda for a particular meeting shall indicate that both parties mutually agree that the meet and confer meeting will be canceled. However, either party may request to meet for an informal discussion that will be limited to that meeting.
 - f. After each meet and confer meeting, the teacher(s) designated by the Association shall meet within a month with the building principals and/or

superintendent for the purpose of reviewing items covered during the recent meet and confer meeting, and to resolve problems which may arise in the implementation of any School Board recommendations on these items.

- i. The designated teacher(s) and the administration may mutually agree to additional meetings for the purpose of further review.
- ii. The lack of items for discussion shall indicate that both parties mutually agree that a meeting is not necessary.

B. Use of Facilities: The Association shall have the right to request the use of the facilities, equipment, and inter-school communication service of the District upon prior written approval of the building principal; and the District shall establish a list of charges for expendable materials.

- a. District facilities, equipment, and inter-school communication service shall not be used for planning, discussing, printing, and/or dispersing of materials for any strikes, work stoppages, withholding of services, work slowdowns, picketing, or bannering.
- b. District facilities, equipment, or inter-school communication service shall not be used for planning, discussing, printing and/or dispersing of any materials adverse to or attacking the School Board or any person employed by the District in any way.

C. Association Business: Representatives of the Association and their affiliates shall be permitted to transact local organization business, other than formal meetings, on District property, provided that these actions shall not interfere with or interrupt normal District operations.

D. Formal Meetings:

- a. Representatives of the Association and their affiliates may conduct their formal meetings on school property at all reasonable times outside the normal duty day of teachers, but within the time, custodians are normally on duty.
- b. The Association shall schedule, in writing, the time and place of such meetings with the facilities scheduler.

E. Organizational Meetings: Any Stewartville teachers' organization may use District facilities, if available, for its meetings.

F. Innovative Programs: affecting the terms and conditions of employment of teachers, shall be implemented only after discussion between the School District or its designated representative and the Association.

Section 2 Association Security:

A. During the duration of this Master Agreement, the Association shall be credited with twenty days, with pay, to be used by teachers who are officers or agents of the Association to conduct Association business.

- a. Written notification for such leave days shall be made through the president of the association to the superintendent no less than 48 hours prior to the date of intended use.
- b. No more than three representatives of the Association shall use the leave on any one day. Each representative will be counted in computing Association days.

B. Association Leave of Absence:

- a. A leave of absence without pay for a period of up to two years shall be granted to any teacher serving as an elected or appointed leader or representative in a state or national teacher organization upon notification of being elected.
 - i. A teacher who has been granted a leave of absence shall retain all fringe benefits and other benefits accrued prior to the teacher's leave.
 - b. Upon return, the teacher will be reassigned to his/her original position, if it still exists, or to an equivalent position for which that teacher is qualified.
 - c. A teacher on this type of leave shall be entitled to continue participation in all group insurances in force for which the teacher remains eligible by paying the full cost of such group insurance.
 - d. The teacher shall not accrue additional experience credit during such leave.
- C. The Association shall conduct the election process to elect Stewartville faculty representatives to serve on the Zumbro Education District Advisory Council.**
- a. All elementary teachers employed by the District are eligible to vote for and serve as the elementary representative on the advisory council.
 - b. All secondary teachers employed by the District are eligible to vote for and serve as the high school representative on the advisory council.

**ARTICLE VII
BASIC SCHEDULES AND RATES OF PAY**

Section 1 Salary Schedules: The wages and salaries reflected in Appendixes A and B shall be part of the Agreement for the 2025-2026 and 2026-2027 school year.

Section 2 Status of Salary Schedule:

- A. These schedules are based on employment periods consistent with school calendars.
- B. The salary schedules shall not be construed as part of a teacher's continuing contract.
- C. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor Agreement is executed.
- D. To receive an increment step, a teacher must work no less than 80 contract days within that school year.
- E. The School District reserves the right to withhold increment advancement or any other salary increases for good and sufficient reason.
 - a. Such School District action must be taken and the teacher notified in writing of the reasons, prior to June 1.
 - b. The Association may appeal such School District action through the grievance procedure.
- F. One hundred percent of money given to the District for instruction of Challenge Courses shall be paid to the District instructors of those courses. Payment shall be automatically made at the end of each course taught.

Section 3 Placement on Salary Schedule

A. The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

- a. **Germane:** Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment and/or certification, which shall include the area(s) of instruction, educational psychology, educational philosophy, and general educational courses.
 - i. At least 50% of the credits shall be in the area(s) of teaching assignment and/or certification. Credits from pass/fail courses are limited to six (6) to apply on the salary schedule.
 - ii. Relevant education courses will be considered germane.
- b. **Grade and Credits:** To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade of B or higher, and be from an accredited institution. If grading is on a pass/fail basis, a passing grade must be earned.
 - i. Undergraduate credits earned after January 24, 1992, shall be recognized for lane placement only if not available as graduate credits, and only if necessary to fulfill certification requirements or teaching related requirements as requested by the District. Courses must have written preapproval by the Administration and carry a grade of B or higher.
 - ii. Credits for graduate work shall be granted as stated on the accredited institution's transcript.
 - iii. All credits to be applied to the salary schedule must have prior approval of the Superintendent of Schools. A maximum of one lane change per school year shall be applied to the salary schedule. Exception: Upon receipt of a final transcript confirming the date a Master's Degree was conferred, payment for the lane change shall take effect as noted in Section 3.A.d. of this article.
 - iv. As of July 1, 2023, the completion of COURSERA, EDX, and TIGER CREDITS will no longer be applied to lane changes on the salary schedule. COURSERA, EDX, and TIGER CREDIT courses that have approval prior to July 1, 2023 will be permitted to be completed and applied to a lane change after submission of documentation of course completion.
- c. **Placement on Master's Lane:** Beginning in the 2016-2017 School Year, teachers may move from BA+36 to the Masters Lane with a BA+45. However, teachers who move to the BA+45 lane shall earn a master's degree before moving to the MA+10.
- d. **Payment for Lane Change:** Payment for lane changes shall be as follows:
 - i. Upon receipt of the official transcript in the Superintendent's Office, lane changes shall take effect as per the following schedule:
 1. September 15 Reflected on next direct deposit
 2. February 1 Reflected on next direct deposit

- e. **Advanced Degree:** A teacher shall be paid on the master's degree lane or higher degree lanes only if the degree program is germane to the teaching assignment and/or certification as approved, in writing, by the School District. Beginning the 2017-2018 contract, a master's degree in any area of educational administration or educational leadership shall not be considered germane.
 - i. To qualify for placement on the master's or higher lanes, at least 50% of the credits on the graduate level must be in the field or fields of the teacher's undergraduate major or majors or in accredited Master's of Education program.
 - ii. Credits earned prior to earning a master's degree cannot be applied to lanes beyond the master's degree.
 - iii. Prior approval must be obtained from the Superintendent of Schools to enroll in a Master's Degree program for the purpose of advancement on the salary schedule.
- f. **Payment of Present Salary:** The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid for the current school year.
- g. **Rehiring of Retired Teachers:** Retired teachers may be rehired with the following modifications to the teacher's contract.
 - i. Positions shall be limited to one year and shall be probationary. Positions shall be opened, posted, and advertised each year, with the intent of finding a suitable new teacher to fill this position.
 - ii. A retired teacher who is rehired to teach on either a part-time or a full-time basis will be placed on the salary schedule at the same place on the salary schedule at retirement.
 - iii. A retired teacher will not be eligible for any retirement/severance benefits in the Master Agreement, except for their HRA retirement benefits. They are not eligible for the district contribution to group insurance. They shall not participate in a 403b plan.
 - iv. A retired teacher will begin accruing PTO as a beginning teacher.
 - v. The teacher waives all rights to a continuing contract and continuing contract rights provided by law including M.S. 122A.40 by signing the teacher contract.
 - vi. Returning retirees may join S.U.E. as active members.

B. Salary Payment Dates:

- a. Salary is to be paid to the teacher in 24 payments, twice each month for 12 months.
 - i. The first direct deposit is to be paid on the 15th day of September, the second on the last day of September, with the remaining direct deposits on the 15th and last day of each succeeding month.
 - ii. The last direct deposit is to be paid on the last day of August.
- b. If the payday falls on a Saturday or Sunday, the direct deposits will be made on the previous Friday.

- c. If the payday falls on a holiday, the direct deposit will be made on the prior working day.
 - d. Teachers who wish to receive a lump sum payment for the 20th through 24th paychecks must notify the superintendent's office, in writing, prior to April 1st.
 - i. The lump sum payment shall be paid on June 15th. If the 15th falls on a Saturday or Sunday, payment shall be made on the previous Friday.
 - ii. Once a teacher has elected to receive a lump sum payment they will continue to receive lump sum payments each year, unless they notify the district prior to April 1st.
- C. Prior Experience:** Starting in 2016, it is recognized that the normal procedure will be to place new hires at the years of experience that they have had in teaching in a Public School. Teaching Experience in a Private, Parochial or Online school setting would only be recognized at the sole discretion of the superintendent.
- D.** However, in order to maintain the quality of the teaching staff in a time where quality candidates are becoming increasingly difficult to find, the superintendent may place a new hire up to 4 steps above or below that applicant's level of Public school experience. If the superintendent would like to place a new hire more than 4 steps above or below their level of Public school experience the following procedure would occur: The superintendent and the President of the local Education Association, shall mutually agree to place a newly hired teacher (regardless of their years of experience) anywhere on the salary schedule if the district deems this is necessary to secure their employment. In the event that the superintendent and the Association President do not agree on this need, both will present their case to the School Board President who will make the final decision. That decision will be final. Speech Language Pathologists, who are on the MA Lane, with National Board Certification shall receive a stipend in the amount of \$1,500 annually. Payment of the stipend to Speech Language Pathologists shall be made after verification has been determined regarding the completion of Medical Assistance billing documentation and paperwork.
- E. Longevity Pay:** Beginning in 2026-2027, additional compensation, termed longevity pay, shall be paid for the school year following the teacher's 15th year of experience teaching in the district. Teachers with a start date prior to July 1, 2019 will be granted longevity based on their years of experience that had been previously recognized for placement on the District's salary schedule.
- F. Schedule of Payment:** Longevity pay shall be paid according to the following schedule:
- a. 16th through 25th year: \$1,250
 - b. 26th year and beyond: \$1,750
- Longevity payments will be prorated to the full-time equivalency of the teacher.
 Longevity payments will be made as a lump sum payment on the June 15 paycheck.

Section 4 Teachers at More than One Site: Itinerant teachers (who are at more than one site) who are scheduled to teach in more than one building during the basic day and are expected to provide their own transportation between these buildings will be reimbursed for such travel at the present IRS rate.

- A. This will not apply to extra-curricular assignments.
- B. Voucher approval must be obtained from the building principals, and payment shall be made twice during the school year.
 - a. Itinerant teachers who are required to attend parent-teacher conference nights in excess of the 12 hours required by non-itinerant teachers shall receive pro rata pay for each hour over 12 hours.

Section 5 Pay Deduction: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days as stated in this Agreement shall be deducted for each day's absence.

Section 6 Substitute Teachers:

- A. Substitute teachers who are employed for less than a full semester shall be compensated on a daily basis at a rate to be determined by the District through Teachers On Call.
- B. Substitute teachers who are employed continuously for one full semester or more shall be compensated in accordance with the salary schedules that are part of this Agreement.
- C. After completing 30 days for the same teacher, the substitute teacher will be given the opportunity to join the Association.
 - a. This policy will begin anew each school year with each substitute teacher.

Section 7 Part-time Teachers:

- A. Part-time teachers shall be compensated at a pro rata amount based on hours of service and placement on the salary schedule.
- B. Part-time high school teachers shall have a supervisory assignment as follows:
 - a. A teacher who is assigned to teach four through seven semester periods shall be assigned a supervisory period for one semester.
 - b. A teacher who is assigned to teach eight or more semester periods shall be assigned a supervisory period for two semesters.

ARTICLE VIII EXTRA COMPENSATION

Section 1 Extra-curricular Schedule:

- A. The wages and salaries reflected in Appendixes C, D and E shall be part of this Agreement.
 - a. Any change in wages or salaries of any assignment listed in Appendixes C, D and E shall be by mutual written agreement of the School District and the Association.

- b. The District and Association shall meet in regards to the wages or salary for any new assignment added to Appendixes C, D and E during the time that this Agreement is in effect. If mutual agreement is not reached as to the wages or salary of the new assignment, then the District's position shall prevail until a change is mutually agreed upon during negotiation for a successor Agreement.
- B.** Initial interviews for vacated extra-curricular positions shall be offered to existing or newly hired staff in addition to other identified qualified applicants based on the job description. It is the desire to offer extra-curricular positions to teachers on staff who will be given priority status, all things being equal. It is also the desire of the school district to hire qualified existing staff whenever possible; however, the district reserves the right to hire the best qualified candidate at the discretion of the hiring committee. These salaries shall not exceed the schedule of payment in Appendix C, Appendix D and Appendix E.

Section 2 Additional Assignments: Extra assignments associated with additional compensation shall not be construed to be part of a teacher's continuing contract.

Section 3 Salary Payment Dates: Salaries shall be paid at the completion of the assignment or at the completion of a sports season.

- A.** Completion of a particular sports season shall be defined as when the regular season schedule and tournament games have been played and the coach(s) has/have collected and stored all equipment and turned in to the athletic director and/or principal all required reports, records, and keys.

Section 4 Teaching Overload:

- A.** In the event there is a teaching assignment that cannot be filled by staff and it would be unreasonable to hire additional staff, a teacher may be asked to teach part or all of his/her preparation time or in lieu of a supervisory period. For teachers assigned to an elementary teaching position, within the student day for every 25 minutes of classroom instructional time, a minimum of five additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be provided in one or two uninterrupted blocks during the student day. Exceptions to this may be made by mutual agreement between the district and the exclusive representative of the teachers. This does not apply to the occasional use of substitutes as described in Article XII, Section 6.
- B.** Such assignment as an addition to a teacher's schedule will be done only upon mutual consent of both the teacher and the School District.
- C.** In the event the teacher agrees to the "overload," the compensation will be based on 1/7 per year of the teacher's rate of pay for teachers at the secondary level. Beginning in 2026-2027, the compensation will be paid out in the semester when the "overload" occurs. For an elementary teacher, the compensation will be determined by dividing the number of minutes of instructional time that exceed the maximum limit as described in Subp. A in this section by the total maximum number of minutes of instruction allowed. For example, 300 minutes of instruction requires 60 minutes of preparation time. If a

teacher is assigned to teach 325 minutes and does not have 65 minutes of preparation time, the overload payment will be 25/300 or 1/12 of the salary.

- D. This provision does not apply to independent study or to special areas such as media, music, counselor, social worker, etc. Any extra class meeting less than five (5) hours per week will be prorated.
- E. After a principal's signature and approval, Teachers monitoring and managing a student taking their course as an independent study will earn \$500 per semester. This \$500 is for any combination of 1-5 students taking that class in any one semester. Teachers will be paid \$100 for each student (after the fifth student) per semester. This clause is intended for "District-caused" conflicts in schedules, not just student choice. This number includes students seen at any time of the day and is not connected to any particular hour or period of the day.
- F. Middle school or high school teachers teaching four or more separate courses in a semester will be paid an extra \$500 per semester to account for extra planning and preparation. Each course must have a separate course number and curriculum. (College Now courses are excluded from this total as they are already receiving extra compensation for that planning.) If a teacher requests to teach an extra course and that request causes them to have a fourth preparation that will nullify the ability to be paid the extra \$500.

ARTICLE IX

SEVERANCE PAY/CAREER FUND MATCHING PROGRAM

Section 1 Severance Pay:

- A. Severance pay will be paid to teachers hired prior to July 1, 1993, at the close of the school year in which employment with the District ceases.
- B. The amount of severance shall be equal to one-half the number of unused sick leave days times the teacher's current daily rate of pay as determined by the salary schedule, exclusive of any additional compensation, to a maximum of \$30,000.
 - a. The school district will deposit the employee's severance pay directly into an HRA (Health Reimbursement Account). The retiree will not receive any direct payment from the school district for severance pay.
 - b. The school district's annual contribution into the retiree's HRA account must not exceed the IRS contribution limit. If the amount calculated exceeds the available limits in the year of separation, the school district will make a contribution up to the IRS maximum into the retiree's HRA account the following year(s).
 - c. The school district contribution(s) into the retiree's HRA will be made according to the same timeline as was provided for the direct payment of severance pay.
 - d. The school district will only make contributions to investment vendors that have hold harmless agreements on file with them. For the purposes of calculating the maximum deferral limit, the employer will provide the retiree with contribution information for the previous twelve (12) months. The employee will then submit the calculation of maximum deferral from the vendor.

- e. This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.
- C. For a teacher who qualifies for severance pay and resigns while on a leave of absence, the current daily rate of pay shall be based on the teacher's basic salary paid during the school year prior to the first year of the leave of absence.
- D. Teachers on unrequested leave who have a right to reinstatement shall not be eligible to receive severance pay until such time the right to reinstatement terminates.

Section 2 Career Fund Matching Program:

- A. All full-time teachers who have achieved continuing contract status are eligible to participate in the matching program. Enrollment must be completed by September 1st to start the program for that school year. To receive subsequent increases in matching funds, teachers must ensure that their contribution is greater than or equal to the District match by September 1 or the first day of school. Less than full-time teachers will be eligible to receive a pro rata District match.
- B. Teachers participating in the 403(b) or Roth 403(b) matching plan will receive a \$1998 District match per year 2025-2026 and 2026-2027.
- C. Upon retirement, teachers eligible for the severance pay in Section 1 will receive matching contributions from the District plus severance benefits up to the amount of \$30,000.

**ARTICLE X
GROUP INSURANCE**

Section 1 School District Contribution:

- A. The School District shall contribute up to the sums indicated per month toward the cost of the four group insurance plans listed below for all teachers employed by the District who qualify for, and are enrolled in, the four District group insurance plans.
 - a. Any additional cost of the premiums shall be borne by the teachers and paid by payroll deduction.
 - b. These benefits are available only for the four group insurance plans stated below, effective July 1, 2025: (new benefits below)

Group Insurance

Plan	2024-2025 School Year	2025-2026 School Year	2026-2027 School Year
<i>Health/Hosp. Single</i>	\$925/mo. (Oct.-Sept.)	\$925/mo. (Oct.-Sept.)	\$925/mo. (Oct.-Sept.)
<i>Health/Hosp. Family</i>	\$1500/mo. (Oct.-Sept.)	\$1500/mo. (Oct.-Sept.)	\$1500/mo. (Oct.-Sept.)
<i>Dental</i>	\$43.00/mo. (Oct.-Sept.)	\$43.00/mo. (Oct.-Sept.)	\$43.00/mo. (Oct.-Sept.)
<i>Life</i>	\$12.38/mo. (Oct.-Sept.)	\$12.38/mo. (Oct.-Sept.)	\$12.38/mo. (Oct.-Sept.)
<i>Inc. Prot.</i>	\$15.00/mo. (Oct.-Sept.)	\$15.00/mo. (Oct.-Sept.)	\$15.00/mo. (Oct.-Sept.)

Teachers who have a spouse working in the District may choose to combine a family dollar amount and a single dollar amount in total and apply that combined total figure to a family plan.

- c. The School District shall continue contributions to health/ hospital, dental and life insurance for any teacher who is receiving long-term disability payments. Such contributions shall be at the same rate as stated in #2 of this section and shall be limited to a maximum of 12 months.
- B. The following shall apply to the group term life insurance policy:
 - a. The policy shall provide a \$75,000 term life insurance with a double indemnity and a dismemberment clause. Any employee taxes due based on IRS code will be deducted over 24 paychecks.
 - b. The School District's obligation to provide life insurance terminates on the effective date of the teacher's retirement.
 - i. By paying the premium, a retired teacher may continue his/her life Insurance coverage if the group life insurance policy provides such coverage. Benefits may be less than provided for employees.
 - ii. Life insurance coverage for a spouse terminates when the spouse reaches the age of 70.
- C. **Long Term Disability Insurance:** The District shall provide a long-term disability insurance plan with a maximum benefit of 2/3 of a maximum salary of \$85,000. In accordance with the insurance plan, such monthly benefits are coordinated with all other benefits to which the teacher may be entitled.
 - a. Coverage of the 2025-2026 salary shall be effective October 1, 2025.
 - b. Coverage of the 2026-2027 salary shall be effective October 1, 2026.
- D. **Long Term Disability Insurance Claims:** After three consecutive month's wait, the long-term disability insurance is payable.
 - a. Those teachers who have sick leave accumulation reaching beyond this waiting period may select one of the following options:
 - i. The District will continue sick leave payment until sick leave accumulation is used up, and then the disability insurance will start.
 - ii. The District will continue sick leave payment until the disability insurance is payable.
 - 1. The District will then terminate its payment, and the remaining sick leave accumulation will be available to the teacher upon return to work.

Section 2 Less Than Full-Time Teachers: The School District's contribution for less than full-time teachers who wish to join and who qualify for any of the above insurances shall be a pro rata amount based on hours of service.

- A. Less than full-time teachers must be employed a minimum of 30 hours per week in order to qualify for any of the above insurances.

Section 3 Effective Date of Group Insurance Programs:

- A. The effective date for all group insurance programs for new teachers shall be the first day of the month following thirty days of employment.
 - a. In the school years that the first day of preschool workshop is on or after September 1st, but before September 8th, the effective date for all insurance programs shall be October 1st for all new teachers who have made proper application before September 8th and are otherwise qualified and accepted for coverage by the insurance carriers.
- B. Other teachers who in the past have elected not to participate in any of the group insurance programs may do so upon proper qualification as stated in the insurance contract and determined by the insurance carrier.
- C. The reference to a school year in the above sections pertaining to District contribution toward insurance programs shall mean from October 1st through September 30th.
 - a. The first teacher deduction, if any, will be made in September, with the last teacher deduction, if any, to be made in August.

Section 4 District Contribution for Insurance after Retirement:

- A. Current retirees and those who retire before June 30, 2008 will receive the District's contribution towards health insurance until they become eligible for Medicare.
- B. Staff hired before January 1, 2008, who have been employed fifteen (15) consecutive years in the District, unless interrupted by an employee's medical leave given the employee returns to service after the leave, and reached the age of 50, will receive the district contribution for health insurance for the amount of the contract in effect at the time of retirement. That amount shall be paid into a Health Reimbursement Arrangement (HRA) for 84 months following retirement or until becoming Medicare eligible, whichever comes first. Retirees may participate in the district's health insurance plan at their own expense.
- C. Staff hired after January 1, 2008, will receive \$50/month into a Post-Retirement Health Reimbursement Arrangement (HRA) with a vendor of the District's choosing. Teachers will be 100% vested in the HRA upon reaching the age of 50 and completing fifteen (15) consecutive years of employment with the District, unless interrupted by an employee's medical leave given the employee returns to service after the leave. If the teacher leaves the District before attaining fifteen (15) consecutive years of employment or before reaching the age of 50, the funds will be returned to the District. During active employment, teachers have the ability to self-direct their HRA funds into any of the investment vehicles provided within the plan. Retirees may participate in the school district's health insurance plan at their own expense.
- D. If upon retirement, the teacher is deemed uninsurable by the District's insurance carrier, then the District shall make a contribution to an insurance carrier of the retired teacher's choice in an amount as determined by paragraph B of this section.

Section 5 Survivor's Benefits:

- A. The School District shall continue its contributions for health/hospitalization and dental insurance for the survivor(s) of any teacher who, at the time of death, was participating in these group insurance plans.
- B. In no case shall the School District be obligated to continue its contribution for more than three months.
- C. The surviving spouse shall be allowed to continue in the group health/hospitalization plan until the age of 65 at his/her own expense if so permitted by the plan. Surviving dependent child/children shall also be permitted to continue in the group health/hospitalization plan at their expense if so permitted by the plan.

Section 6 Claims against the District:

- A. It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein.
- B. No claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 7 Flexible Benefits - IRS Code Section 125: The District shall provide a flexible benefits plan (IRS Code Section 125) to employees who qualify and wish to participate.

**ARTICLE XI
LEAVES OF ABSENCE**

Section 1 Bereavement Leave:

- A. Each teacher shall be granted, at full pay, up to a total of five days per incident, noncumulative, for death(s) of a spouse, parent/guardian, child, grandchild, or sibling, or the in-law of any of those. One (1) day per incident for the following: grandparent, aunt, uncle, niece, nephew, or first cousin up to 5 days cumulative per year for these 1 day events.
- B. Beginning July 1, 2022, any additional days of leave or leave for other relatives and friends may be granted as PTO.

Section 2 Jury Duty Leave:

- A. A leave with pay shall be granted to any teacher subpoenaed as a witness in a criminal or civil case.
- B. A leave with pay shall be granted to any teacher on jury duty.
- C. All monies received from the court for the above duties shall be turned over to the District, except for expenses.

Section 3 Military Leave: Military leave shall be granted in accordance with Minnesota statutes.

Section 4 Parental Leave of Absence:

- A.** A maternity/paternity or adoption leave of absence without pay shall be granted to a natural parent or adoptive parent who requests such leave in writing, in conjunction with the birth or adoption of a child.
 - a.** Any teacher requesting maternity/paternity or adoption leave shall give such notice, except in case of emergency, at least 30 days prior to the date in which the leave is to begin.
 - b.** The notice should also indicate the intended date of return to employment.
 - c.** Every reasonable effort should be made to abide by these dates.
 - d.** For the purposes of maternity leave only, an employee may utilize their annual allocation of PTO leave and accrued sick leave for up to a total of 45 days before being allowed to take leave that is unpaid.
- B.** Any teacher parent-to-be may request parental leave in writing to the School Board, and such leave shall be granted under the following circumstances:
 - a.** A teacher parent-to-be shall be entitled, upon request, to a leave to begin at any time between the commencement of the pregnancy or adoption and one year after a child is born or adopted.
 - i.** The request shall include either a physician's statement certifying the pregnancy, a copy of the birth certificate, or a copy of notification of adoption.
 - b.** All or any portion of a leave taken by a teacher because of disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and may, at the teacher's option, be charged to her available sick leave, providing the teacher has not been on unpaid leave of absence immediately prior to her disability.
 - c.** If the School Board has cause to believe that improper use of sick leave has been made, it may require a teacher to provide medical evidence of illness.
- C.** If a teacher desires to return to active employment and notifies the School District within six months from the date the leave began, said teacher shall, within 30 calendar days after receipt of the notice by the School District, be assigned to the same position which was held at the time the leave commenced; or, if that position is no longer in existence, to a substantially equivalent position.
 - a.** If a teacher returns during the middle of the school year, the teacher may be assigned to an equivalent position for the rest of the school year.
 - i.** The substitute teacher who is filling the position of the person on leave shall be terminated upon the regular teacher's return from leave.
 - b.** For the next full school year, the teacher shall have the option of being assigned to the same position, which was held at the time the leave commenced, if the position is still in existence.
- D.** Although the teacher has six months from the date the leave began to notify the School District of a desire to return to active employment, such leave shall not be longer than twelve months in duration; except, if the leave ends during the middle of the school year, the teacher and the District may mutually agree to extend the leave until the end of the school year, even if this results in a leave longer than 12 months. Spouses who are

eligible for parental leave under this section are limited to a combined total of twelve months of parental leave for the birth or adoption of the teacher's child.

- E. All benefits to which a teacher was entitled at the time the leave commenced, including seniority, salary benefits, accumulated sick leave, and credits toward sabbatical eligibility, shall be restored upon the teacher's return to work.
 - a. Additional experience credit or leave time during the period of absence shall not accrue unless the teacher has served at least one semester or its equivalent in teacher duty days, upon which the teacher shall be placed on the next higher salary schedule step.
- F. A teacher on parental leave shall be entitled to continue participation in all group insurances in force in the District, for which the teacher remains eligible, at the teacher's expense.
 - a. To comply with the Federal Family and Medical Leave Act (FMLA), teachers on FMLA leave will be granted health insurance premiums for twelve (12) weeks per 12-month period.
- G. Leaves other than disability leave described in Part B2, taken pursuant to this section, are not of such nature as to make the teacher eligible for sick leave bank withdrawal.
 - a. A teacher parent-to-be who is adopting a child shall be allowed use of up to ten (10) days of sick leave for any medical circumstance, which requires the adoptive teacher parent-to-be to miss school to be with the child. After a minimum of 7 PTO days have been used in a single school year, the teacher may utilize their Accrued Sick Leave for any remaining medical leave in that same school year.

Section 5 PTO (Paid Time Off)/Personal Leave:

A. Definition:

- a. Paid Time Off is provided to the teacher for the purpose of sick leave, personal business leave, or other reasons.
- b. Use of PTO will include illness, medical, or dental appointment of the teacher and members of the teacher's immediate family (spouse, mother, father, guardian, child, and the same in-laws, and employee siblings).
- c. PTO requests shall be submitted via the online employee portal.

B. Earning Paid Time Off, Annual Allocation of PTO:

- a. All full-time teachers shall earn PTO at a rate of one (1) day for each month of service in the employment of the School District, which is equivalent to twelve (12) days each school year. All full-time teachers shall be advanced a credit of twelve (12) days of PTO at the beginning of each school year.
- b. PTO for teachers who work less than full-time shall be credited pro-rata based on the number of hours and days worked in relation to a full-time teacher.
- c. In the event of resignation, termination, leave, or discharge of a teacher to whom PTO has been advanced in excess of that accumulated, the teacher is required to refund the amount paid for the period of such excess. The amount of this refund shall be deducted from the unpaid salary earned by the teacher.
- d. Allocated PTO will be forfeited by the teacher upon resignation, termination, or discharge.

- e. After a minimum of 7 PTO days have been used in a single school year, the teacher may utilize their Accrued Sick Leave for any remaining medical leave in that same school year.

C. Accrued Sick Leave:

- a. At the end of each school year, any PTO that remains unused shall be transferred to the teacher's Accrued Sick Leave and shall only be used for sick leave purposes that cannot be covered with the current year's PTO accrual.
- b. Unused PTO days may accumulate to a maximum credit of 110 days of Accrued Sick Leave per teacher.
 - i. Teachers will receive \$100 for every unused Accrued Sick Day over 110 days for a contract year payable directly into the employee's HRA (Health Reimbursement Account) at the end of each contract year.
- c. Accrued Sick Leave may only be accessed after a minimum of 7 days of the annual PTO allocation has been used. Subsequent days used for illness will be deducted from the teacher's Accrued Sick Leave balance. A teacher may use the Accrued Sick Leave, as defined above, for illness of the teacher and the teacher's immediate family (spouse, mother, father, guardian, child, and the same in-laws, and employee siblings).
- d. Accrued Sick Leave on an end-of-quarter workday will be deducted for the 2 hours of the PLC meeting time.
- e. At the beginning of each school year, the School District shall provide the total number of accumulated Accrued Sick Leave days via the online employee portal.

D. Approval:

- a. PTO days will be approved upon submission of a request to the building principal via the online portal.
- b. PTO shall be used in thirty-minute increments.
- c. Teachers shall notify the building principal a minimum of one week in advance of all scheduled or planned PTO.
- d. Teachers may take up to five (5) days of PTO consecutively. A request for five (5) days in a row must be submitted two weeks in advance of the leave and may only happen once in a school calendar year.
- e. Teachers will be granted PTO for planned or scheduled absences on a first-come, first-served basis on any one given day unless the absence is due to illness, medical, or dental appointment in accordance with the following limits:
 - i. Of the teachers in any one building, no more than three (3) individuals or 5% of teachers in any one building will be granted PTO on a first-come, first-serve basis on any given day. In buildings with less than 15 teachers, the greater of two (2) individuals or 5% of the teachers in the building may be granted PTO on a first-come, first-served basis.
- f. Teachers must use their annual allocation of PTO prior to being allowed to take leave without pay.
- g. Scheduled or planned PTO days may be taken on student days after the first week and prior to the last 7 days of school. Scheduled or planned PTO is not permitted during Back-to-School workshop, inservice, and staff development

days, and other than for illness. Teachers may be allowed to use planned PTO during one PLC session each school year. For planned PTO during PLC on an end-of-quarter workday, PTO will be deducted for the 2 hours of PLC meeting time. If planned PTO is scheduled during Parent-Teacher conferences, the teacher will be required to make up the conferences within two weeks before or after the scheduled Parent-Teacher conference date(s). In the event of extenuating circumstances, the Superintendent may waive this requirement.

E. Worker's Compensation:

- a. Pursuant to M.S. 176, a teacher injured on the job in the service of the District and collecting worker's compensation insurance may draw sick leave and receive full salary from the District, his/her salary to be reduced by an amount equal to the insurance payments; and only that fraction of the days not covered by insurance will be deducted from the teacher's Accrued PTO.

F. Medical Certificate:

- a. The District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness.
- b. Medical certificates may be required for use of PTO and Accrued PTO.

G. Sick Bank:

- a. Sick Bank is used for sick leave purposes only.
- b. A teacher who wishes to participate will donate one day of PTO to the Sick Bank by September 10th of the enrollment year. A maximum of ten days may be donated by the teacher.
 - i. Once enrolled, the District will automatically take one day of PTO each year until the teacher has contributed a total of ten days. It would be the employee's responsibility to unenroll from the Sick Bank.
 - ii. Participating members who qualify under paragraph 2 (below) shall be allowed reasonable and necessary withdrawals from the Sick Bank, provided there are sufficient days available in the Bank.
 - iii. A participating member who has utilized leave from the Sick Bank shall repay one day for each day withdrawn in excess of what the teacher has donated to the Sick Bank.
 - iv. Repayment begins one year after the return to employment, with a minimum of $\frac{1}{3}$ of the credited PTO days being paid back to the Sick Bank annually until paid. A teacher may elect to repay the Sick Bank in advance of the repayment schedule noted above in this subsection.
- c. To qualify for this leave, the teacher must have used all allocated and Accrued Sick Leave, to be a member of the Bank, have five consecutive days of absence, and have long-term disability insurance. After all other allocated and Accrued Sick Leave has been used, withdrawals from the Sick Bank will be available for use as Sick Leave for the aforementioned absence of the full five-day waiting period.
- d. The Sick Bank may not be used in lieu of parental leave.
- e. The Sick Bank will contribute only the amount of days needed for the teacher to qualify for long-term disability insurance.

- f. To join or rejoin the Sick Bank, the teacher must contribute or have contributed one day for each year he/she was eligible to belong to the Bank since September 1, 1975, until a maximum of 10 days has been contributed.
- g. If a teacher terminates before repaying the Sick Bank, any amount owed will be deducted from the current year's allocation of PTO and unpaid salary earned by the teacher. If additional money is owed, the teacher will pay back the District 50% a year over 2 years.

Section 6 Professional Visitation or Educational Seminar:

- A. Upon a minimum of one-week advance notice, administrative personnel shall grant to any teacher, with at least one full school year of experience in the Stewartville Schools, one day per year for the purpose of professional visitation. This professional leave may not be used in conjunction with PTO
- B. Not more than 5% of the total faculty and not more than two from a building may be absent for this purpose on any one day, unless approved, in writing, by the superintendent.
- C. Before permission for a visitation is granted, the teacher may be asked to show evidence of an appointment for the visitation.
 - a. Following a visitation, the teacher shall prepare and submit a written report to his/her building principal and the superintendent.
 - b. The visitation request shall be submitted on the proper form.
- D. Attendance at educational seminars, conferences, or workshops shall be at the discretion of the School District, except that attendance at a one-day seminar, conference, or workshop shall be granted in lieu of the one-day visitation at the discretion of the teacher.
 - a. Such request shall be submitted on the proper form
 - b. The teacher shall prepare a written report and submit it to his/her building principal and the superintendent.
- E. Professional visitation days shall not be scheduled during the first two weeks or the last week of the school year, nor on days on which parent-teacher conferences and/or in services are scheduled.

Section 7 Requested Leave of Absence:

- A. A leave of absence without pay of up to five years may be granted by the District for any teacher employed by the District for at least five years.
- B. A teacher who has been granted a leave of absence shall maintain all fringe benefits and other benefits accrued prior to the teacher's leave.
 - a. Upon return, the teacher will be assigned to an equivalent F.T.E. for which that teacher is qualified.
 - b. A teacher on leave shall be entitled to continue participation in all group insurances in force in the District for which the teacher remains eligible, by paying the full cost of such group insurances.
- C. Beginning with the 2024-2025 contract year, the applications for leave shall be submitted in writing to the School District by February 1st.

- D. This leave may be extended at the discretion of the School District.
- E. Beginning with the 2024-2025 contract year, teachers on leave of absence must notify the District of their intent to return from their approved leave for a school year by February 1, prior to the respective school year. Failure to notify the District by February 1, will result in the termination of the teacher's reinstatement rights.

Section 8 Sabbatical Leave:

- A. A sabbatical leave may be granted to teachers in the District for the purpose of professional improvement. The granting of sabbatical leave is purely within the discretion of the School District, and the School District reserves the right to refuse to grant any and all sabbatical leaves.
 - a. The School District shall act on any request for a sabbatical leave within thirty days after the application has been received.
- B. To be eligible for sabbatical leave, a teacher must have been continuously employed at least six years in the District.
- C. Sabbatical leave for study shall be in the teacher's area of licensure in the District and shall not be used for retraining in a new area, unless approved by the School District.
 - a. This leave may also be used for a program in conjunction with becoming occupationally or vocationally certified.
 - i. In no case shall the sabbatical leave pay plus the pay received for the work experience position be more than the salary that would be received if the teacher were teaching full-time. In instances where this would occur, the sabbatical leave pay will be reduced accordingly.
- D. Applications for sabbatical leave shall be submitted in writing to the superintendent at the earliest possible date, but in no case shall this be after April 1st of the year preceding the school year in which the leave is sought. Beginning with the 2024-2025 school year, teachers must submit the application by February 1st of the year preceding the school year in which the leave is sought.
- E. The number of teachers on sabbatical leave shall be limited to two teachers in any one year.
- F. The allowance granted to a teacher on sabbatical leave shall be 50% of the regular teaching salary payable according to the schedule in Section 3 of Article VII.
 - a. School District contribution toward group insurance shall continue as for any other teacher.
- G. A teacher receiving a sabbatical leave of absence must agree in writing to return to the District for at least two years of service after completion of the sabbatical leave.
 - a. A teacher who has received a sabbatical leave and fails to complete two years of service with the District shall refund those monies received from the District for sabbatical leave, and said monies shall be due and payable to the District forthwith upon the cessation of employment in the District.
 - b. Death of teacher shall nullify the debt.
 - c. The application for a sabbatical leave shall contain a detailed description of the intended activity and expected benefit to the District, including, but not limited to,

the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

- H. Sabbatical leave shall not exceed one contract year and shall be awarded not more than once to any teacher in the District.
- I. Upon satisfactory completion of a sabbatical leave, the teacher shall be assigned to his/her former position or one commensurate with it.
- J. A teacher on sabbatical leave shall retain such amount of sick leave days and other benefits, which he/she had accrued, if any, at the time he/she went on leave for use upon his/her return, pursuant to the sick leave section.
- K. No additional sick leave shall accrue for the period of time that a teacher is on sabbatical leave.
- L. Upon return from sabbatical leave, the teacher shall be placed on the salary schedule at the step he/she would have been without the sabbatical.

Section 9 Other Leave: Teachers shall only be entitled to have a paid leave which is not expressly authorized by the Master Agreement for a trip which is not sponsored by the School District if the teacher's absence on those duty days has received prior approval by School Board resolution. It is expected that information gathered on trips such as this will be incorporated into the curriculum.

Section 10 Leave of Absence at the Request of the District:

- A. Upon mutual agreement between an individual teacher and the District, the teacher may be granted a leave of absence for the purpose of assuming a position in the District outside of the master agreement with the Stewartville United Educators.
- B. The leave of absence at the request of the District may be granted for up to one year and may be renewed upon mutual agreement between the individual teacher and the District.
- C. The individual teacher on leave at the request of the District and the District will mutually agree to the intent of renewing the leave for another year by April 1, prior to the respective school year. Teachers must submit the request by February 1st of the year preceding the school year in which the leave is sought.
- D. The individual teacher who has been granted a leave of absence at the request of the District shall maintain all fringe benefits and other benefits accrued to the teacher's leave.
 - a. Upon return, the teacher will be assigned to an equivalent F.T.E. for which that teacher is qualified.
 - b. Upon return, the teacher will have the equivalent years of service that have been accrued for placement on the salary schedule and for the purposes of seniority.
 - c. A teacher on leave at the request of the District shall be entitled to continue participation in all group insurances in force in the District for which the teacher remains eligible.

ARTICLE XII HOURS OF SERVICE

Section 1 Basic Day: The teacher's basic day, inclusive of lunch, shall be eight hours.

- A. Delay of Opening of School:** On days when the opening of school is delayed due to inclement weather and/or impassable rural roads, teachers will report to their appropriate buildings at least 30 minutes before classes are scheduled to begin, but no later than 9:30 a.m.
- B. Early Closing of School:** In the event of an early closing of school due to inclement weather or bad roads, teachers will be required to stay only until all buses and students leave.

Section 2 Building Hours:

- A.** The specific hours of each building may vary according to the needs of the educational program of the District.
- B.** The specific hours for each building will be designated by the School District within the basic day as set forth in Section 1 above.

Section 3 Work Day:

- A.** The workday for a teacher must be eight hours, including a half-hour lunch period, and must be in accordance with the following schedule:
 - a.** 7:30 a.m. - 3:30 p.m.
- B.** A building principal and a teacher may mutually agree to adjust his/her daily schedule on a yearly basis to meet the unique needs of some positions in this district. This mutual agreement will be approved by both the superintendent and the association president before implementing.
- C.** On late start days, teachers are to report for work in accordance with Section 1, Paragraph A of this Article.

Section 4 Additional Activities:

- A.** In addition to the basic school day, teachers shall be asked to participate in school activities as required by the School District or its designated representative.
- B.** The normal duties for teachers include a reasonable number of professional staff meetings, as well as a reasonable share of extracurricular, co-curricular, and supervisory activities, as determined by the School District, subject to the compensation established in this Agreement, if any.
- C.** The normal duties for teachers also include attendance at staff meetings and student staffing's, which may be scheduled beyond the normal eight-hour duty day.
- D.** When teachers are participating in curriculum writing outside of the contract day, they will be compensated at the rates listed in Appendix D.

Section 5 Duty-Free Lunch: The School District shall provide a thirty-minute duty-free lunch period unless the teacher agrees to relinquish a portion of such time for agreeable compensation.

Section 6 Substitutes:

- A.** A reasonable effort shall be made to hire substitutes for all positions, which are vacant for any period of time that involves student contact. In the event that a substitute teacher is not available, teachers on staff may be utilized to assist in providing instruction for students.
 - a.** The rate of pay for a period for subbing during a prep period will be \$30 for any teacher in the District. Subbing during a class period of any length is considered a period and will be paid \$30.
 - b.** Teachers subbing during a prep period at the Middle School and High School may elect to be paid \$30 or have ½ hour of time added to their personal sick leave.
 - c.** If a classroom of students is dispersed among teachers, the rate of pay will be as follows:
 - i.** For a full day, the payment of \$165.00 will be divided among the classroom teachers and specialists who are taking students into their classrooms. Classroom teachers and specialists utilized in this manner for less than 3.5 hours will be compensated a total of \$82.50, which will be divided among the classroom teachers or specialists taking students into their classrooms
 - ii.** Special education caseloads will be addressed in a contract addendum.
 - d.** Supervision of students during an "unassigned" period while on field trips or involuntary attendance at an assembly or program shall not qualify for additional pay.
 - e.** Any teacher substituting for a paraprofessional will receive \$30 a period.
- B.** Educational specialists (non-classroom certified staff) who are asked in an emergency to substitute for another classroom all day will be paid an additional \$200 for that day. Half day would be an additional \$100. Educational specialists are defined as: SLP, Reading Specialists, Media Specialists, Talent Development Teachers, Counselors, Social Workers, Nurse and ESOL.
- C.** In the event a crisis or emergency situation arises, a teacher may be asked to relinquish his/her preparation period to help supervise students without reimbursement.
 - a.** "Crisis or emergency situations" include, but are not limited to, the following: fire drills/evacuations, bomb threat/evacuations, tornado drills/evacuations, and nuclear emergency, and possible student disruptions.

Section 7 Teachers Assigned to More Than One School District:

- A.** When the District enters into an agreement to share a teacher with another district, the teacher shall be covered by the provisions of the Master Agreement of the employing district.

- B. The shared teacher's employing district's school calendar shall determine the teacher's working and non-working days, and any adjustment or changes shall be mutually agreed upon by the employing district and the teacher.

ARTICLE XIII

LENGTH OF THE SCHOOL YEAR

Section 1 Teacher Duty Days:

- A. Pursuant to M.S. 120A.40, the School District shall, prior to April 1st of each school year, establish the number of teacher duty days for the next school year, including those legal holidays on which the District is authorized to conduct school and, pursuant to such authority, has determined to conduct school.
- B. The school calendar affecting the teacher work year, which is adopted by the School District, shall be subject to the following conditions:
 - a. There shall be 190 contract days during the first year of employment for all teachers new to the District. Beginning July 1, 2022 for teachers on probationary status, there shall be 188 contract days during the second full year of employment. There shall be 187 contract days for teachers during the third full year of probationary employment.
 - b. There will be 185 contract days for all other teachers.
 - c. The calendar shall provide a minimum of two work/in-service days prior to the opening of school for all teachers and three additional work/in-service days for teachers new to the District.
 - d. The calendar shall include two non-paid days in October during the annual Education Minnesota convention.
 - e. There shall be teacher workdays during the school year as follows:
 - i. Starting in the 2016-2017 school year, there will be 3 end of the quarter workdays (1st, 2nd, and 3rd quarter). The first 2 hours of that workday will be used as PLC time (7:30 a.m. - 9:30 a.m.). After 9:30 a.m., teachers may work from school or home as long as grades are completed on time. The last day of the fourth quarter will be a teacher workday with no inservice. When grades are completed and teachers are checked out, teachers may leave. Teachers will be deducted 8 hours of leave if they miss the mandatory 7:30 - 9:30 a.m. time frame. Beginning July 1, 2022, teachers will be deducted 2 hours of PTO if they miss the mandatory 7:30 - 9:30 a.m. time frame for the PLC meeting.
 - 1. Beginning in the 2026-2027 school year, the PLC scheduled at the end of the 3rd quarter will be virtual and teachers will be permitted to participate in the PLC activities remotely.
 - ii. Teachers will be provided a minimum of 8 hours for work in their rooms during the pre-school in-service.
 - iii. All K-12 teaching staff will have the same number of teacher workdays regardless of the type of grading periods (i.e. Quarter, Trimester, etc.).

Section 2 Modifications in Calendar, Length of School Day: In the event of energy shortages, severe weather, or other crisis, the School District reserves the right to modify the school calendar; and, if school is closed on (a) normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the School District shall determine, if any.

- A. Such days shall not exceed the number of teacher duty days in the school calendar.
- B. A maximum of two days on which school is closed shall not be rescheduled.
- C. After the second day, the School District shall determine if the day(s) will be made up by Flexible Learning Day(s), rescheduled into the calendar as student contact and/or staff duty day(s), or not be made up at all. On a Flexible Learning Day, teachers are expected to prepare lessons for the Flexible Learning Day from 7:30 AM to 9:30 AM. Lessons and activities for the Flexible Learning Day will be posted and shared with students and parents by 9:30 AM. Teachers will be available to students and parents via phone and/or electronic methods from 9:30 AM to 3:30 PM.
- D. Prior to modifying the scheduled length of the school day pursuant to paragraph C hereof or scheduling more than two make-up days pursuant to paragraph A hereof, the School District shall afford to the Association the opportunity to meet and confer on such matters.

ARTICLE XIV CURRICULUM DEVELOPMENT

Section 1 Curriculum Development:

- A. Teachers may volunteer to work on curriculum development, provided that they teach in the area to be studied.
 - a. In instructional areas involving K-12, elementary and secondary teachers shall be equally represented, if possible.
- B. Curriculum study should not interfere with teaching duties, and therefore, it is agreed that most will be completed in summer months.

ARTICLE XV GRIEVANCE PROCESSING

Section 1 Definitions and Interpretations:

- A. **Answer:** Answer means a concise written response outlining the District's position on the grievance.
- B. **Computation of Time:**
 - a. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included.
 - b. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday.
- C. **Days:** Days mean calendar days excluding Saturdays, Sundays, and legal holidays as defined by Minnesota Statutes.

- D. Extension:** Time limits specified in this Agreement may be extended by mutual agreement on the form set forth in Appendix H, which will be available from the Association or principals.
- E. Filing and Postmark:**
 - a. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.
 - b. Filing shall be on the form set forth in Appendix F, which will be available from the Association or the principals.
- F. Grievance:** Grievance means a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.
- G. Informal Procedure:**
 - a. An effort shall be made to resolve the alleged grievance informally between the Association, the teacher, and the appropriate building principal.
 - b. When the alleged grievance involves a teacher's pay, the informal discussion will be between the Association, the teacher, and the superintendent, thereby waiving Level I of the grievance procedure.
- H. Level I:** The "Building Level" of the grievance procedure.
- I. Level II:** The "District Office Level" of the grievance procedure.
- J. Level III:** The "School Board Level" of the grievance procedure.
- K. Level IV:** The "Arbitration Level" of the grievance procedure.

Section 2 Representative:

- A.** The School District may be represented during any step of the grievance procedure by any person or agent designated by such party to act on its behalf.
- B.** The teacher will be represented during any step of the grievance procedure by the Association or its designee.

Section 3 Time Limitation and Waiver:

- A.** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief(s) sought within 20 days after the date the event giving rise to the grievance occurred, or through reasonable diligence should have had knowledge of the occurrence.
- B.** Failure to file any grievance within such a 20-day period shall be deemed a waiver thereof.
- C.** Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 4 Adjustments of Grievance: The School District and the Association shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the District in the following manner:

A. Informal Level: Within the first 10 days of the 20-day limitation period explained in Section 3 of this article, an effort shall be made to resolve the alleged grievance informally between the Association, the teacher, and the School District's designee.

B. Level I:

- a. During any of the 10 days after the tenth day of the informal level, the grievance may be reduced to writing on the form set forth in Appendix F.
- b. If the grievance is not resolved through informal discussions, the District's designee(s), as designated at the beginning of the school year in writing to the Association, shall give a written answer on the grievance on the form as set forth in Appendix G to the parties involved within ten days after receipt of the written grievance.

C. Level II:

- a. In the event the grievance is not resolved in Level I, the answer rendered may be appealed to the superintendent, provided such appeal is made in writing within five days after receipt of the answer in Level I.
- b. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within ten days after receipt of the appeal.
- c. Within five days after the meeting, the superintendent or his/her designee shall issue an answer in writing to the parties involved.

D. Level III:

- a. In the event the grievance is not resolved in Level II, the answer rendered may be appealed to the Board provided such appeal is made in writing within five days after receipt of the answer in Level II.
- b. If the grievance is properly appealed to the Board, the Board shall set a time to hear the grievance within 15 days after receipt of the appeal.
- c. Within fifteen days after the meeting, the Board shall issue its answer in writing to the parties involved.
- d. At the option of the Board, a committee or representative(s) of the School Board may be designated by the Board to hear the appeal at this Level and report its findings and recommendations to the Board.
- e. The School Board shall then render its answer.

Section 5 Denial of Grievance: Failure by the Board's representative to issue an answer within the time periods provided herein shall constitute a denial of the grievance, and the Association may appeal it to the next level.

Section 6 Board Review:

- A.** The Board reserves the right to review any answer under Level I or Level II of this procedure, provided the Board or its representative(s) notified the parties of its intentions to review within five days after the answer has been rendered.

- B. In the event the Board reviews a grievance under this section, the Board reserves the right to reverse or modify such decision before the grievance moves to Level III.

Section 7 Arbitration Procedures:

- A. In the event that the Association and the Board are unable to resolve any grievance, the grievance may be submitted to arbitration (Level IV) as defined herein.
- B. **Request:**
 - a. A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten days following the answer to Level III of the grievance procedure.
 - b. Failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.
- C. **Selection of Arbitrator:**
 - a. Upon proper submission of a grievance under the terms of this procedure, the parties shall, within five days after the request to arbitrate, attempt to select a mutually acceptable arbitrator to hear and decide the grievance.
 - b. If the parties are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota, and a list of five names, which shall be made up of qualified arbitrators who have submitted applications to the Bureau.
 - c. The parties shall alternately strike names from the list of five arbitrators until only one name remains, the arbitrator who shall hear and decide the grievance.
- D. **Representation:** Either party may be represented at the arbitration hearing by such person(s) as the District and the Association may designate.
- E. **Hearing:**
 - a. The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate.
 - b. 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.
 - c. Neither party shall be permitted to assert any evidence not previously disclosed to the other party.
- F. **Decision:** Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties; subject, however, to the limitations of arbitration decisions as provided by in the PELRA.
- G. **Expenses:**
 - a. Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration.
 - b. The Association may call up to five teachers, if necessary, for participation at the hearing to present the case.

- c. The number of teachers who are entitled to wages for participation in a grievance arbitration hearing held during regular school hours shall be a maximum of four.

H. Jurisdiction:

- a. The arbitrator shall have jurisdiction over those issues which are properly before the arbitrator and have been processed in accordance with this article.
- b. The arbitrator shall have no jurisdiction to change, alter, or amend any terms and conditions of employment as defined and contained within this Agreement.

Section 8 No Reprisals: No reprisals shall be taken by either party or by any member of the administration, by any party in interest, any school representative, any member of the Association's Teachers' Rights Council, or any other participant in the grievance procedure by reason of such participation.

ARTICLE XVI

UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Section 1 Purpose: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10., that article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2 Definitions: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

- A. Teacher:** "Teacher" shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd.1.
- B. Qualified:** "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught.
- C. Seniority:** "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service in the School District. For seniority purposes, teachers employed as School District-wide coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher's current assignment as determined by the School District.

Section 3 Unrequested Leave of Absence (ULA):

- A. Terms:** The School Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five (5) years, after that the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the Superintendent of Schools, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the teacher and the School Board.

- a. **Notice:** Teachers placed on such leave shall receive notice by June 1st of the school year prior to the commencement of such leave with reasons for said placement.
 - b. **Placement:** Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed.
 - c. **Affirmative Action Program:** This section shall not apply if its application will result in any violation of the School District's affirmative action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.
 - d. **Years of Service:** Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.
- B. Probationary Teachers:** The School District may place probationary teachers on unrequested leave of absence.
- C. Tenured Teachers:**
- a. Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed in the inverse order in which they were employed by the District.
 - b. No teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.
 - c. **Tie Breaker:** In the event of a tie in the first date of continuous employment with the District, the tie breakers listed below will be used sequentially to determine which teacher(s) will be placed on unrequested leave of absence.
 - d. The teacher with the greatest number of college credits earned after the baccalaureate degree in his/her major area(s) of certification on file with the District by September 1st shall be more senior.
 - i. In the event of a tie in the number of college credits, the teacher with a master's degree in his/her major area(s) of certification shall be considered more senior than a teacher with 54 or more graduate credits.
 - e. In the event of a tie in the number of college credits earned after the baccalaureate degree in his/her major area(s) of certification or in master's degree possession, the teacher having more certification on file with the District by September 1st shall be the more senior.
 - f. In the event of a tie in the amount of certification, the teacher who has teaching experience (in the year of unrequested leave placement) more closely associated with an available position shall be the more senior.

- g. In the event of a tie in total career years of teaching experience, the teacher having signed his/her initial contract with the District on the earliest date shall be considered the more senior.
 - h. In the event of a tie in the date of signing initial contract with the District, the teacher with the lowest file folder number on his/her teaching license from the State of Minnesota shall be considered the more senior.
- D. Partial Placement on Unrequested Leave:** A teacher who is placed on unrequested leave that is less than the teacher's current full time equivalent (F.T.E.) teaching position has the following options:
- a. Accept the teaching position for the next school year that is less F.T.E. than the teacher's current F.T.E. teaching position.
 - b. Reject the teaching position for the next school year that is less than the teacher's current F.T.E. teaching position and accept an unrequested leave that is equal to the teacher's current F.T.E. teaching position.
 - i. Rejection of a teaching position for the next school year that is a lesser F.T.E. than the teacher's current F.T.E. position must be made by June 15th. If rejection is not made by that date, it shall be deemed acquiescence by the teacher to the acceptance of the teaching position for the next school year that is less than the teacher's current F.T.E. teaching position.
 - ii. Rejection of a teaching position under this procedure shall not diminish the teacher's right to employment up to and equal to the F.T.E. of the teacher when placed on unrequested leave should another position become available for which the teacher is licensed.

Section 4 Realignment: For purposes of placement on ULA or reinstatement from ULA, nothing in this article shall require the School District to reassign a senior teacher to a different position that the teacher is not qualified.

Section 5 Dropping of License: A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher drops the license that qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

Section 6 Reinstatement:

- A. Process:** No new teacher shall be employed by the School District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been placed on ULA or any other available positions in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

- B. Notices:** When placed on ULA, a teacher must file his/her name and address and email address, to which any notice of reinstatement or availability of position shall be notified through certified mail and email, with the School District personnel office. Proof of service by the person in the School District depositing such notice to the teacher at the last known address through certified mail and email shall be sufficient. The teacher on ULA shall be responsible to provide an address for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed and emailed as provided in this article.
- C. Acceptance of Re-employment:** If a position becomes available for a qualified teacher on ULA, the School District shall mail and email the notice to such teacher, who shall have twenty (20) days from the date of such notice to accept the re-employment. Failure to accept, in writing, within such twenty (20)-day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.
- D. Reinstatement Rights:** Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified teacher.

Section 7 Establishment of Seniority List:

- A. Preparation:** The School Board shall annually cause a seniority list (by name, date of employment, qualification, and subject matter or field) to be prepared from its records by October 1st. The School Board shall thereupon cause such a list to be emailed to all licensed teachers.
- B. Request for Change:** Any teacher whose name appears on such a list and who may disagree with the order of seniority in said list shall have twenty (20) days from the date of posting to supply written documentation, proof, and request for seniority change to the superintendent.
- C. Final List:** Within twenty (20) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. 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.

Section 8 Filing of Licenses: In any year that a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually received in the superintendent's office for filing as of January 15th of such year shall be considered for purposes of determining ULA within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of reinstatement but not for the current reduction.

Section 9 Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers, as defined in Section 2., Subd. 1. above, and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

Section 10 Procedure: Any challenge by a teacher who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures, as provided in M.S. 122A.40, Subd. 14., and, therefore, shall be subject to the grievance procedure.

Section 11 Unemployment Compensation: Nothing in this article shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

ARTICLE XVII COPY OF AGREEMENT

Section 1 Publication:

- A. The School District shall publish this Agreement and provide each teacher with an electronic copy.
- B. A copy of this Agreement shall be maintained by the superintendent for perusal by prospective teachers prior to employment.
- C. An electronic copy of this Agreement shall be presented to each new teacher at the time of employment.

ARTICLE XVIII DURATION

Section 1 Terms and Reopening Negotiations:

- A. This Agreement shall remain in full force and effect for a period commencing July 1, 2025, through June 30, 2027, and thereafter until modifications are made pursuant to the PELRA.
- B. If either party desires to modify or amend this Agreement commencing on July 1, 2027, it shall give written notice of such intent no later than May 1, 2027.
- C. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

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

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

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

APPENDICES

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NOTE: Appendix J is no longer applicable as this information is collected via Google Forms.

**Appendix A
2025-2026 Salary Grid**

Step	BA	BA+10	BA+20	BA+36	MA	MA+10	MA+20	MA+30	MA+45
1	49,693	50,911	52,732	55,605	57,644	59,426	61,249	63,278	
2	50,808	52,026	53,950	56,991	58,999	60,744	62,569	64,596	
3	51,924	53,141	55,169	58,412	60,357	62,061	63,886	65,913	
4	53,037	54,253	56,383	59,833	61,714	63,376	65,204	67,231	
5	54,766	55,997	58,252	61,946	63,794	65,436	67,281	69,335	
6	55,892	57,125	59,481	63,386	65,169	66,767	68,617	70,666	
7	57,304	58,543	61,017	65,142	66,874	68,442	70,298	72,360	
8	58,403	59,663	62,187	66,398	68,163	69,763	71,654	73,760	
9	59,863	61,128	63,783	68,257	69,942	71,493	73,386	75,496	
10	61,315	62,613	65,334	69,922	71,650	73,239	75,181	77,344	
11	62,787	64,118	66,906	71,609	73,381	75,009	77,021	79,238	80,775
12	64,302	65,665	68,525	73,345	75,160	76,830	78,892	81,165	82,733
13	65,862	67,260	70,190	75,131	76,992	78,702	80,810	83,140	84,747
14	67,482	68,914	71,917	76,982	78,889	80,643	82,784	85,191	86,818
15	67,482	68,914	71,917	76,982	78,889	80,643	84,825	87,273	88,961

**Appendix Bla
2026-2027 Salary Grid**

Step	BA	BA+10	BA+20	BA+36	MA	MA+10	MA+20	MA+30	MA+45
1	50,327	51,560	53,405	56,314	58,379	60,183	62,030	64,084	
2	51,455	52,690	54,638	57,718	59,752	61,518	63,367	65,419	
3	52,586	53,819	55,872	59,157	61,127	62,852	64,701	66,753	
4	53,713	54,944	57,102	60,595	62,501	64,184	66,035	68,088	
5	55,464	56,711	58,994	62,736	64,607	66,270	68,138	70,220	
6	56,605	57,854	60,240	64,194	66,000	67,618	69,492	71,567	
7	58,034	59,289	61,795	65,972	67,726	69,314	71,195	73,283	
8	59,147	60,424	62,980	67,244	69,033	70,652	72,568	74,700	
9	60,626	61,908	64,596	69,127	70,834	72,404	74,322	76,458	
10	62,097	63,411	66,167	70,814	72,564	74,173	76,140	78,330	
11	63,588	64,935	67,759	72,523	74,317	75,965	78,003	80,249	81,804
12	65,122	66,502	69,398	74,280	76,118	77,810	79,898	82,200	83,788
13	66,702	68,118	71,085	76,089	77,973	79,706	81,840	84,200	85,828
14	68,342	69,793	72,834	77,964	79,895	81,671	83,839	86,277	87,925
15	68,342	69,793	72,834	77,964	79,895	81,671	85,907	88,386	90,096

**APPENDIX C
EXTRACURRICULAR SALARY SCHEDULE
FOR COACHES, ADVISORS, DIRECTORS, ETC.
COMPETING IN MSHSL SANCTIONED EVENTS
(SEE. P. 15, ARTICLE VIII, SECTION 1C FOR FURTHER EXPLANATION)
2025-2027**

Coaching Level	2025-2026 Salary	2026-2027 Salary	Activity
			Head Coaches/Directors
I	\$6003.00	\$6003.00	Basketball - Football - Volleyball - Wrestling - Band Director
II	\$5397.00	\$5397.00	Baseball - Softball - Track - Dance - Soccer
III	\$4500.00	\$4500.00	Golf - Cross Country - Tennis - Cheerleading
IV	\$3187.00	\$3187.00	MS Basketball - MS Football - MS Volleyball - MS Gymnastics - MS Wrestling - Speech Coach
V	\$2752.00	\$2752.00	MS Baseball - MS Softball - MS Track - MS Soccer
VI	\$2470.00	\$2470.00	MS Golf - MS Tennis - MS Cross Country - Weight Room Coordinator - Adaptive Bowling
VII	\$1777.00	\$1777.00	Choir Director
			Assistant Coaches/Directors
I	\$4484.00	\$4484.00	Basketball - Football - Volleyball - Wrestling
II	\$3939.00	\$3939.00	Baseball - Softball - Track - Dance - Soccer
III	\$3297.00	\$3297.00	Golf - Cross Country - Tennis
IV	\$2388.00	\$2388.00	Speech - MS Assistant Coaches

**APPENDIX D
EXTRACURRICULAR SALARY SCHEDULE
ADVISORS, DIRECTORS, ETC.
2025-2027**

Classification	2025-2026 Salary	2026-2027 Salary
Group 1		
FFA Advisor BPA Advisor HS Student Council Advisor	\$3187.00	\$3187.00
Group 2		
Play Director Musical Technical Play Advisor Media Production Club Advisor National Honor Society Advisor Junior Class Advisor Senior Class Advisor HS Yearbook Advisor	\$2385.00	\$2385.00
Group 3		
Math League Advisor Music Director of the Musical Middle School Student Council Advisor Knowledge Bowl Middle School NHS Advisor Technical Play Advisor Robotics	\$1170.00	\$1170.00
Group 4		
Percussion Instructor Color Guard Instructor Builders Club Advisor Key Club Advisor Art Club Advisor Middle School Yearbook Advisor Chemical Health Officer 4H Advisor	\$546.00	\$546.00

Assistant advisors and directors shall receive 50% of the Head Advisors/Director's salary.

**APPENDIX E
EXTRACURRICULAR SALARY SCHEDULE
EVENTS AND CURRICULUM
2025-2027**

Classification	Unit	2025-2026	2026-2027
Special Activities - Per Event	Moved to Staff Handbook		
Challenge Program Payment Schedule			
Payment during regular assigned class periods			
1 credit semester course	Per Student Basis	\$21.00	\$21.00
2 credit semester course	Per Student Basis	\$21.00	\$21.00
3 credit semester course	Per Student Basis	\$38.00	\$38.00
4 credit semester course	Per Student Basis	\$46.00	\$46.00
5 credit semester course	Per Student Basis	\$56.00	\$56.00
Payment for regular out of school day courses			
1 credit semester course	Per Student Basis	\$38.00	\$38.00
2 credit semester course	Per Student Basis	\$38.00	\$38.00
3 credit semester course	Per Student Basis	\$73.00	\$73.00
4 credit semester course	Per Student Basis	\$92.00	\$92.00
5 credit semester course	Per Student Basis	\$108.00	\$108.00

Hourly Rate Activities			
Homebound Curriculum Writing/Summer School All District Site Teams/Council	Hour	\$35.00	\$35.00
Chaperones (Party, Dance, Etc.)		\$22.00	\$22.00
Bus	1-way mileage < or = 65	\$30.00	\$30.00
Bus	1-way mileage > 65	\$43.00	\$43.00

Stipend Rate Activities			
Professional Learning Community	Facilitator	\$679.00	\$679.00
	Team Leader	\$1114.00	\$1114.00
Mentor in Mentor/Mentee Program	Year 1	\$318.00	\$318.00
	Year 2	\$161.00	\$161.00
	Year 3	\$107.00	\$107.00
Concession Stand Coordinator		\$2060.00	\$2060.00
PAC Manager		\$2060.00	\$2060.00

APPENDIX F
Grievance Report Form
Informal Stage, or
Level I, II, III (Circle One)

Date of Filing: ____/____/____

Grievant: _____

Position: _____ **Building:** _____

Master Agreement provision alleged violated:

Time, Date, Place of Occurrence:

1. Statement of the grievance (include events and conditions of the grievance and persons responsible):

1. Redress Sought:

(Signature of Grievant)

cc: Superintendent and Person with Whom Grievance Arose.

APPENDIX G
GRIEVANCE ANSWER FORM
Level I, II, III (Circle One)

Date issued: _____

Answer: _____

Signature of School Board Designee

Initial Applicable Statements:

_____ I hereby accept the above determination.

_____ I hereby decline the above determination.

_____ I intend to process the grievance to the next stage.

Signature of Grievant

Date

**APPENDIX H
GRIEVANCE TIMELINE WAIVER FORM**

The undersigned agree to waive the timelines of the Informal Level of the Grievance processing until_____.

The undersigned agree to waive the timelines of Level I of the Grievance Processing until_____.

The undersigned agree to waive the timelines of Level II of the Grievance Processing until_____.

The undersigned agree to waive the timelines of Level III of the Grievance Processing until_____.

The undersigned agree to waive the timelines of Level IV of the Grievance Processing until_____.

**Association Teachers' Rights
Council Representative**

School Board Designee

Date

Date

Grievance Reference Title: _____

**APPENDIX I
Meet and Confer**

Please fill this form out and *return completed* to your building rep. or bargaining unit president at least 10 *school* days before each scheduled meet and confer date.

Describe the problem or concern:

Date met with School Administration: _____

I have taken the following steps to resolve or get action on the above concern:

Possible solutions to the problem or concern:

Suggested time for presentation and discussion _____.

Signature Date

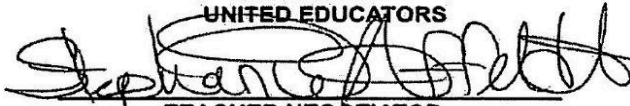
S.U.E. Representative Date Teacher

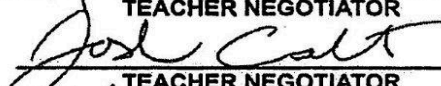
Principal Signature Date


2025-2027
MASTER AGREEMENT BETWEEN
STEWARTVILLE UNITED EDUCATORS
AND BOARD OF EDUCATION

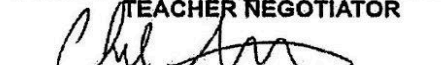
IN WITNESS WHEREOF, the parties have executed this agreement as follows:

STEWARTVILLE
UNITED EDUCATORS

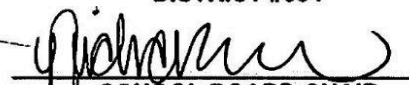

TEACHER NEGOTIATOR



TEACHER NEGOTIATOR



TEACHER NEGOTIATOR



PRESIDENT

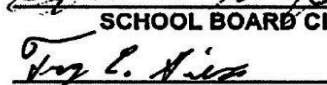
INDEPENDENT SCHOOL
DISTRICT #534



SCHOOL BOARD CHAIR

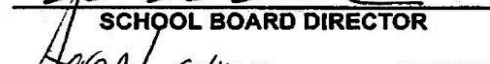

SCHOOL BOARD VICE-CHAIR


SCHOOL BOARD TREASURER


SCHOOL BOARD CLERK


SCHOOL BOARD DIRECTOR


SCHOOL BOARD DIRECTOR


SCHOOL BOARD DIRECTOR

