

MASTER AGREEMENT BETWEEN
SARTELL - ST. STEPHEN SCHOOL DISTRICT #748
AND THE
SARTELL EDUCATION ASSOCIATION
2019-2021

TABLE OF CONTENTS

ARTICLE I -- PURPOSE..... 3

ARTICLE II -- RECOGNITION OF EXCLUSIVE REPRESENTATIVE 3

ARTICLE III -- DEFINITIONS 3

ARTICLE IV -- NEGOTIATIONS 3

ARTICLE V -- SCHOOL BOARD RIGHTS AND OBLIGATIONS..... 4

ARTICLE VI -- TEACHER RIGHTS AND OBLIGATIONS 4

ARTICLE VII -- PERSONNEL FILES 5

ARTICLE VIII -- GRIEVANCE PROCEDURE 6

ARTICLE IX -- TRANSFER POLICIES 8

ARTICLE X – LEAVES 10

ARTICLE XI – TRANSPORTATION 14

ARTICLE XII -- UNREQUESTED LEAVE OF ABSENCE (ULA)..... 14

ARTICLE XIII – SCHOOL DISTRICT OPERATIONS..... 17

ARTICLE XIV -- TEACHER WORKING CONTRACT 17

ARTICLE XV – EXTRA-CURRICULAR, CO-CURRICULAR, AND OTHER ACTIVITY ASSIGNMENTS
..... 21

ARTICLE XVI -- INSURANCE..... 27

ARTICLE XVII -- PART-TIME POSITIONS..... 29

ARTICLE XVIII -- NON-SCHEDULED, HOURLY POSITIONS..... 31

ARTICLE XIX -- MATCHING ANNUITY PROGRAM 31

ARTICLE XX – TEACHER EVALUATION 33

ARTICLE XXI – EARLY CHILDHOOD FAMILY EDUCATION & 33

SCHOOL READINESS TEACHERS 33

ARTICLE XXII -- CONFORMITY TO LAW..... 35

ARTICLE XXIII -- PUBLICATION..... 35

ARTICLE XXIV -- DOCUMENT AUTHORIZATION 36

ARTICLE I -- PURPOSE

This Agreement, July 1, 2019 is entered into between the Board of Education of Independent School District No. 748, Sartell, Minnesota and the Sartell Education Association, to provide the terms and conditions of employment for teachers during the period of July 1, 2019, to June 30, 2021, and thereafter, subject to conditions agreed upon in this contract.

ARTICLE II -- RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 2.1 Recognition In accordance with P.E.L.R.A., the school board recognizes the Sartell Education Association as the exclusive representative of teachers eligible to be in the bargaining unit employed by the school board. The exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and such other rights and duties as agreed upon in this contract.

ARTICLE III -- DEFINITIONS

Section 3.1 Terms utilized in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 3.2 Where the words, "exclusive representative," are used, it shall have the meaning of the Sartell Education Association until such time said association is decertified as exclusive representative.

Section 3.3 Where the term, "school board," is used, it shall have the meaning of the Board of Education of Independent School District No. 748.

Section 3.4 Where the term, "P.E.L.R.A.," is used, it shall have the meaning of the Public Employee Labor Relations Act of 1971, as amended in subsequent years.

Section 3.5 Where the term, "M.S.," is used, it shall have the meaning of Minnesota State Statutes.

Section 3.6 Where the word, "teacher," is used, it shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees and other such employees excluded by law.

ARTICLE IV -- NEGOTIATIONS

Section 4.1 Definition Representatives of the School Board and the exclusive representative's bargaining committee, upon mutual agreement, will meet for the purpose of reviewing the administration of this contract and to resolve problems of interpretation and administration that may arise. These meetings are not intended to by-pass the grievance procedure

Section 4.2 Length of Contract This contract shall remain in full force and effect for a period of two (2) years commencing on July 1, 2019, and continuing through June 30, 2021, and thereafter, or until modifications are made pursuant to the P.E.L.R.A. If the exclusive representative wishes to modify or amend this contract commencing on July 1, 2021, it shall give written notice of such intent to the chairperson of the School Board by certified mail no earlier than March 1, 2021 and no later than May 1, 2021. If the School Board wishes to modify or amend this contract commencing on July 1, 2021, it shall give written notice of such intent to the chief officer of the exclusive representative by certified mail no earlier than March 1, 2021, and no later than May 1, 2021.

Section 4.3 Reprisals No reprisals of any kind will be taken by the school board or the school administration against any teacher because of his/her participation in this negotiation procedure.

Section 4.4 Strikes The exclusive representative agrees not to strike during the period of time this contract is in effect except as provided in Minnesota Statutes.

ARTICLE V -- SCHOOL BOARD RIGHTS AND OBLIGATIONS

Section 5.1 Managerial Rights The exclusive representative recognizes that the School Board has responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the School District to the extent authorized by laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education, and valid rules, regulations of state and federal governmental agencies. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 5.11 Inherent Managerial Rights The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 5.12 Reservation of Managerial Rights The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial rights and functions not expressly reserved, and all managerial rights and managerial function not expressly delegated in this Agreement are reserved for the School District.

ARTICLE VI -- TEACHER RIGHTS AND OBLIGATIONS

Section 6.1 Right to Views 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 public employment or their betterment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one.

Section 6.2 Right to Join Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

Section 6.3 Request for Dues Check off Any member of the bargaining unit may authorize the District to deduct from her/his pay the amount of dues charged by the union. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of dues-checkoff authorizations submitted to the District by the Union and agreed to by the Employee.

When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the week preceding October 1 of each year. Cancellation must be in writing and forwarded to the Payroll Office. If this cancellation provision becomes contrary to Federal and/or State law, it shall be null and void.

Section 6.4 Use of District Facilities Duly authorized representatives of the Sartell Education Association will be permitted to transact official association business on school property at all reasonable times, provided the transaction of business shall not interfere with or interrupt normal school operations. Representatives of Sartell Education Association affiliates will be permitted to transact official business on school property with prior approval of the Superintendent. Use of buildings for general Sartell Education Association meetings will have prior approval of the Superintendent.

Section 6.5 Communications The exclusive representative may use teacher mail boxes and electronic e-mail for communications to the teachers.

Section 6.6 School District Information The school board agrees to furnish all data as required by law to the exclusive representative. The exclusive representative agrees to pay for the cost of reproduction of such data.

Section 6.7 Exclusive Representative Rights The rights granted herein to the exclusive representative shall not be granted or extended to any competing labor or employee organization.

Section 6.8 Exclusive Representative Leave At the beginning of the school year, the exclusive representative will be credited with ten (10) person days to be used by designated representatives of the exclusive representative (no more than five (5) people at a time), who are officers or agents of the exclusive representative and with the agreement of the principal or principals involved. The exclusive representative agrees to notify the administration at least forty-eight (48) hours prior to the date of the intended use of said leave.

Section 6.81 Negotiations Use of Leave By mutual consent, negotiations meetings may take place during normal school hours. Should this occur, the association may use up to five (5) person days of exclusive representative leave for this purpose.

ARTICLE VII -- PERSONNEL FILES

Section 7.1 Personnel Files The District follows Minnesota Law with respect to personnel records (see Minnesota Statutes sections 181.960 – 181.966). In order to review a personnel file, please submit a written request to the Director of Human Resources. Access to the requested file shall be made available immediately upon request whenever possible and no later than one (1) school day if not available immediately.

Section 7.2 Access Teachers' personnel files will be handled and access granted in accordance with M.S. 13.04, Subd. 1-4, and M.S. 122A.40.

Section 7.3 Access and Expungement Illustration For illustration purposes, the following explanation of access and expungement is included. The illustration is not to be considered part of this contract and is not an extension of/or supplement to Section 7.2.

All evaluations and files generated within a School District relating to each individual teacher shall be available to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein.

The School District may destroy the files as provided by law and shall expunge from the teacher's file

any material found to be false or substantially inaccurate through the grievance procedure required pursuant to Minnesota Statutes. Expungement proceedings shall be commenced within the time period provided in this Agreement for the commencement of a grievance.

ARTICLE VIII – GRIEVANCE PROCEDURE

Section 8.1 Definitions

Bureau. "Bureau" means the Bureau of Mediation Services.

Days. "Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Employee. "Employee" means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, section 179A.12.

Grievance. "Grievance" means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, subdivision 1.

Nonprobationary. "Nonprobationary" means an employee who has completed an initial probationary period required as a part of the public employer's employment process.

Party. "Party" means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Service. "Service" means date/time stamped electronic mail or fax, personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

Section 8.2 Computation of time.

In computing any period of time prescribed herein, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday or holiday.

Section 8.3 Step One. – Informal Grievance Communication

When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee's building administrator within twenty-one (21) days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The building administrator shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within ten (10) days after the grievance is presented.

Section 8.4 Step Two – Formal Written Communication, District Office

If the building administrator has not been able to resolve the grievance or has not responded in writing within the time period provided in step one, a written grievance may be served on the district office representative by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within fifteen (15)

days after the building administrator's response was due under step one. The employer's representative shall meet with the agent of the exclusive representative within ten (10) days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within ten (10) days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any.

Section 8.5 Step Three – Formal Written Communication, Superintendent

If the grievance is not resolved under step two, the exclusive representative may serve the written grievance upon the superintendent or that person's designated representative within fifteen (15) days after the written response required by step two was due. An agent of the exclusive representative shall meet with the superintendent or designee within ten (10) days of service of the written grievance and they shall attempt to resolve the matter. The superintendent or designee shall serve a written response to the grievance on the agent of the exclusive representative within ten (10) days of the meeting.

Section 8.6 Step Four – Grievance Mediation

Prior to requesting arbitration either party may request a mediator from the Bureau of Mediation Services for the purpose of grievance mediation.

Section 8.7 Step Five – School Board Hearing

In the event the grievance is not disposed of in Step Three or Step Four, the decision rendered may be appealed to the School Board, provided such appeal is made in writing, within fifteen (15) days after the mediation in step four, or within fifteen (15) days after the written response required by Step Three is due if no request for mediation was made by either party. If a grievance is so appealed to the Clerk of the School Board, the School Board shall set a time to hear the grievance within twenty-one (21) days after receipt of the appeal. Within twenty-one (21) days after the meeting, the School Board shall issue its decision, in writing, to the parties involved. At the option of the School Board, a committee of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 8.8 Arbitration.

Section 8.81 Referral to arbitration. If the response of the school board or designee is not received within the period provided in step five or is not satisfactory, the exclusive representative may serve written notice on the employer of its intent to refer the case to arbitration within fifteen (15) days after the response required by step five is due.

Section 8.82 Selection of arbitrator. Within fifteen (15) days of the service of written notice of intent to arbitrate, the school board or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the bureau. The parties shall alternately strike names from a list of seven names to be provided by the bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the bureau, the other party may serve written notice of this fact upon the bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within ten (10) days of service of the notice of refusal or failure to strike names, the bureau shall designate one name from the list previously provided to the parties and the person so

designated by the bureau shall have full power to act as the arbitrator of the grievance.

Section 8.83 Arbitrator's authority. The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

Section 8.84 Arbitration expenses. The employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as the result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses.

Section 8.85 Transcripts and briefs. Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

Section 8.86 Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the closing of the hearing. 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 in the P.E.L.R.A.

Section 8.9 Processing Of Grievance.

Section 8.91 Release time. To the fullest extent feasible, the processing of grievances shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular or overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to this procedure, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Section 8.92 Waiver of steps. The parties may by written mutual agreement waive participation in the grievance steps and may similarly agree to extend the time limits.

Section 8.93 Time limits. A failure to raise a grievance within the time limits specified, or to initiate action at the next step of the procedure within the time limits in these parts shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of an employer representative to comply with the time periods and procedures for steps two through five of the grievance procedure shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

ARTICLE IX -- TRANSFER POLICIES

Section 9.1 Voluntary Transfers and Reassignment

Section 9.11 Vacancies Occurring During the School Year When a permanent vacancy in any teaching assignment covered by this Agreement arises, the School District shall cause to be posted a written notice of such vacancy which includes the assignment and other pertinent information. The notice of such vacancy shall be emailed to the Association President and copies of the vacancy shall be posted on the district website. No vacancy shall be filled until notice of such vacancy shall have been posted for at least ten (10) working days. By mutual consent, the Union and the District may reduce this timeframe to five (5) working days in order to hire qualified teaching staff in a timely fashion

Section 9.111 Application Procedure Any teacher possessing the necessary licensure may apply for a posted vacancy. All applications must be entered into Applitrack or current online application database. The application shall specify the assignment for which the applicant is to be considered.

Section 9.112 Notification All applications for a vacancy will be carefully considered by the building principal. The Superintendent will be notified as to the recommended candidate. Unsuccessful candidates will be notified in writing within one week of the decision.

Section 9.12 Temporary Vacancies The District may fill vacancies of a temporary nature pending posting and processing of applications. Vacancies of a temporary nature, which are defined as likely to exist for less than one year, need not be posted.

Section 9.13 Summer Vacancies During the summer months teaching staff will be notified of all vacancies via District email.

Section 9.14 Determining Staffing Needs

Section 9.141 Notification No later than May 15 of each school year, the Superintendent shall post on the district website all vacancies covered by this Agreement, which shall occur during the following year.

Section 9.142 Filling Known Vacancies Teachers shall have the opportunity to review known vacancies before requesting a voluntary transfer. First consideration when filling openings will be given to voluntary reassignment requests.

Section 9.15 Voluntary Reassignments

Section 9.151 Time Lines Teachers may apply for reassignment to the Superintendent indicating grade and/or subject to which the teacher desires to be transferred, in order of preference. A copy should also be sent to the appropriate building principal. Requests for transfers and reassignments for the following year shall be submitted no later than April 15. Requests for openings that should arise after April 15 but before the end of the school year shall be submitted to the building principal within ten (10) days of a posted opening. Only teachers possessing the necessary licensure may apply for reassignment to a specific or unspecified grade, school, or program.

Section 9.152 Consideration Criteria The building principal shall review all applications for voluntary reassignment. The following criteria will be considered equally in making determinations regarding voluntary reassignment with the final decision being made by the building

principal subject to the approval by the Superintendent: a) a teacher's area of competence, major or minor field of study; b) length of service in the Sartell-St. Stephen School District; c) length of service in the particular school building; instructional requirements and best interests of the school system; e) other relevant factors including, among other things, state and/or federal laws, rules, regulations or administrative directives. The building principal shall determine whether an interview is the most appropriate means of determining approval or denial of a voluntary reassignment request. Successful and/or unsuccessful applicants will be notified in writing within one week of the decision.

Section 9.153 Voluntary Reassignment Denial If a teacher disagrees with the final decision of the building principal, he/she may request the reason for denial by: a) writing to the Superintendent within five (5) working days after receiving the denial or b) through personal interview with the Superintendent. The Superintendent shall respond in writing within five (5) working days of receiving the request indicating the reason(s) for the decision. The decision of the Superintendent is final.

ARTICLE X – LEAVES

Section 10.1 Short Term Leaves

Section 10.11 Discretionary Leave – Earning Each full-time teacher shall be credited with one hundred four (104) hours of discretionary leave. Teachers with less than a full-time contract will be credited with a pro-rated amount of days.

Teachers ceasing employment prior to the completion of the full teaching year as defined in Article XIII shall be entitled to one eight (8) discretionary leave hours per eighteen (18) days of employment. Any days of discretionary leave used, but not earned, shall be deducted from the salary due to the teacher at termination of service.

For each year of this agreement, if end-of-year average usage by all teachers exceeds ten (10) days, (80) hours, the days granted will decrease by one (1) day, eight (8) hours for a total of twelve (12), days ninety-six (96) hours, the following year. If the average amount of discretionary hours used by all teachers in the next year is less than ten (10) days, eighty (80) hours, days granted will return to thirteen (13), one-hundred-four (104) hours, for the next school year.

The District and exclusive representative will monitor and verify the average discretionary leave use by January 31 and June 30 of each year.

Section 10.12 Usage and Limitations Discretionary leave may be used at the discretion of the teacher to cover any absence not described in sections 10.14 Bereavement Leave, 10.15 Legal Leave, 10.16 Short Duration Time Off, and 10.2 Extended Leaves

Discretionary days must be exhausted prior to using Accumulated Sick Days.

There will be a forty (40) consecutive hour limit for discretionary leave use.

Requests shall be made through the AESOP System. Except in the case of an emergency, the leave must be requested a minimum of forty-eight (48) hours in advance of the absence.

During the months of August through April of each year, no more than 15% of teachers in each school

building may be on pre-arranged discretionary leave at any one time. For the month of May, no teacher may use more than sixteen (16) pre-arranged discretionary leave hours, and no more than 15% of teachers in each school building may be on leave at any one time. Additional teachers, in excess of the 15% shall be granted discretionary leave in the event of personal illness or the illness of a family member.

Discretionary leave and Accumulated Sick Bank leave may not be used on days that long-term disability insurance benefits are paid.

Absences due to approved school business will not incur a discretionary or accumulated leave deduction.

Teachers who utilize discretionary leave or short duration time off on a designated District professional development day will be responsible for making up the learning that was missed. Building principals will provide guidance on the expected requirements.

Section 10.13 Accumulated Sick Leave Discretionary leave not used shall be placed in the teacher's Accumulated Sick Leave bank, which may accrue to a maximum of 140 days (1120 hours).

Section 10.131 Usage and Limitations Once discretionary leave is scheduled and/or used, a teacher may access his/her accumulated sick leave for non-discretionary situation including personal illness or injury, illness of a family member as defined by state and/or federal statute, parental leave, and days in excess of the first twenty-four (24) hours of bereavement leave.

A doctor's certificate may be required at the discretion of the principal, superintendent, or school board to verify the authenticity of the sick leave request. Supplying false or misleading materials in the request for sick leave will result in disciplinary action.

Section 10.132 Payout Any unused discretionary leave, in excess of one thousand-one hundred twenty (1120) hours in the accumulated sick leave bank shall be compensated at \$100 per eight (8) hours. Said compensation will be placed in the teacher's MSRS (Minnesota State Retirement System) HCSP (Health Care Savings Plan) *unless the teacher completes and qualifies for a waiver of participation based on the HCSP's criteria. This fully executed waiver must be presented to the District thirty (30) days prior to teacher eligibility for contingent benefits, at which time the remaining balance will be paid in one lump sum directly to the teacher.*

Section 10.14 Bereavement Leave Teachers shall be granted fully paid bereavement leave according to the provisions of this section.

Section 10.141 Teachers shall be allowed up to a maximum of twenty-four (24) hours of bereavement leave with pay in the event of the death of a teacher's spouse, child, grandchild, parent, stepparent, grandparent, sibling, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, cousin, niece, and nephew. Teachers may request and be granted an additional sixteen (16) hours with deduction from his/her discretionary leave available. In the event the teacher has exhausted his/her discretionary leave, he/she may access the additional sixteen (16) hours from his/her accumulated sick leave bank.

In the event of a death of a teacher, the Superintendent or his/her designee shall meet with an exclusive representative to determine which teachers may be excused for funeral attendance.

Section 10.142 A sixteen (16) hour leave per occurrence will be allowed in the event of the death of a teacher's close personal friend or a person of the teacher's immediate household. Eight (8) of these hours shall be at no cost to the teacher. A teacher using a second day per occurrence shall have the cost of a substitute teacher deducted from the teacher's pay at a rate of substitute pay adopted by the school district.

Section 10.15 Legal Leave Any teacher who is duly subpoenaed as a witness in any court case shall be entitled to one (1) day's pay, per occurrence, for that purpose provided the teacher is not a principal in the case. In cases where the school board is a party in the litigation, the teacher shall be entitled to his/her daily rate of pay while attending as a witness at the request of the school board. A teacher shall be entitled to his/her daily rate of pay for court appearances necessary in legal proceeding connected with job related liability cases. A teacher shall receive his/her daily rate of pay while serving on jury duty. Reimbursement for jury duty mileage shall be retained by the teacher. All other reimbursements for jury duty shall be remitted to the School District by the teacher.

Section 10.16 Short Duration Time Off A teacher may be granted short duration time off from teaching duties at the discretion of the Superintendent or his/her designee for situations of a nature which cause the teacher to be absent from teaching during normal duty days for reasons other than those specifically delineated in this article, such days are only available after discretionary leave days have been exhausted. Teachers shall not be paid while on short duration time off. The School District shall pay the full cost of a substitute teacher hired to replace a teacher using short duration time off. Up to a maximum of three (3) days short duration time off may be taken by a teacher in any one school year with no loss of fringe benefits. Short duration time off in excess of three (3) days in a school year will result in a reduction of discretionary leave allowance and health insurance premiums paid by the School District. Reductions shall be calculated by dividing the number of short duration time off hours in excess of twenty-four (24) per school year by the normal number of hours a full-time teacher is on duty during the school year. The resulting percentage is multiplied by the annual amount of benefit earned by a full-time teacher during the school year to determine the reduction in discretionary leave allowance and health insurance premiums paid by the School District. When a reduction of discretionary leave allowance occurs, the amount of the reduction is subtracted from the teacher's allowance at the end of the year prior to the calculation of accrued discretionary leave in Section 10.11 of this article. When a reduction of discretionary leave allowance occurs for a teacher who has used all current and accumulated discretionary leave, the excess paid the teacher due to the reduction in allowance shall be deducted from the teacher's final paycheck for the school year. Reimbursements due to the School District for health insurance premiums may be paid to the School District directly by the teacher or, at the request of the teacher, may be paid by authorizing a payroll deduction. Should a teacher fail to reimburse the School District health insurance premiums, the amount shall be deducted from the teacher's final paycheck for the school year.

Section 10.17 Teachers who utilize sick or discretionary leave or short duration time off on a designated District professional development day will be responsible for making up the learning that was missed. Building principals will provide guidance on the expected requirements.

Section 10.2 Extended Leaves

Section 10.21 Leave of Absence A teacher, upon written request, may be granted a leave of absence without pay for up to one (1) year. Said leave must have approval of the School Board. The teacher shall retain his/her present status of position and privileges while on leave of absence. Teachers taking a year's leave shall

notify the School Board in writing by March 1 of their intention to return the following year. Teachers taking a leave of less than one year shall notify the School Board of their intention to return at least thirty (30) days prior to the intended day of return. Failure to do so shall be considered as a resignation from employment with the School District.

Section 10.22 Parental Leave Parental leave is a leave of absence without pay taken in conjunction with the birth or adoption of a child. If a teacher's discretionary leave is exhausted prior to the birth or adoption of the child, up to five (5) days of accrued sick leave may be granted for paternity leave to support the recovery of a spouse. More days may be granted with doctor's certification in the event there are extenuating circumstances. The length of the leave is to be determined by the teacher; however, the leave may not exceed a period of one (1) year. Parental leave may be taken by notifying the School District in writing at least thirty (30) calendar days prior to commencing the leave. Said notification shall include the beginning date, length of leave, and intended date of return to work. Parental leave must begin no more than twelve (12) weeks after the birth or adoption of a child unless the teacher is on disability/sick leave/family medical leave due to the pregnancy. A teacher on continuous disability/sick leave/family medical leave in excess of twelve (12) weeks after the birth of a child must begin parental leave immediately upon termination of the disability/sick leave/family medical leave. A teacher on parental leave may, upon written request, continue insurance coverage at his/her own expense to be prepaid monthly for the duration of the leave, unless the parental leave time qualifies under the Family Medical Leave Act. The teacher shall accrue all seniority except pay increments. If the teacher has taught two (2) quarters in one school year, an increment will be granted.

Section 10.221 Qualification Parental leave will be granted to any teacher regardless of sex or marital status subject to the conditions and provisions of Section 10.22.

Section 10.23 Long Term Disability Leave A teacher, upon written request accompanied by a doctor's certification of disability, shall be granted a long-term disability leave of absence without pay. The leave shall be for the length of time the teacher is certified by the doctor to be unable to perform duties. The maximum length of this leave shall be one year. Said leave must have the approval of the School Board.

Section 10.231 Renewal Long-term disability leave may be renewed providing the doctor continues to certify the teacher is unable to perform duties. Notice of intent to renew the leave for an added year must be filed with the Superintendent by March 1 preceding the school year for which the leave is being renewed.

Section 10.232 Return to Work Notice of intent to return to work shall be filed with the Superintendent by March 1 preceding the school year in which the teacher plans to return. The notice shall be accompanied by a doctor's certification stating the teacher is able to return to work. In situations of leaves of less than one (1) year duration, the teacher shall notify the Superintendent of intent to return upon receipt of the doctor's certification of ability to work.

Section 10.233 Teacher Status A teacher on long-term disability/sick leave shall retain the status of position and privileges held when the leave was granted. No increment or lane changes may take place while the teacher is on leave. No benefits shall be earned or accrued while on leave. The teacher may continue in the group hospitalization/medical plan at the teacher's expense.

Section 10.234 Conditions Long term disability/sick leave shall only be granted and used during the period of time the teacher is qualified for the exclusion period on benefits under the

long-term disability policy provided under Section 16.7 of this contract.

Section 10.24 Responsibility of Teacher Absent Without Leave It is the responsibility of a teacher to request an appropriate leave according to Article X. when a teacher will be absent from teaching duties. Failure to request a leave will result in an automatic proportionate loss of sick leave allowance and hospitalization/medical insurance premiums during the time the teacher is absent.

ARTICLE XI – TRANSPORTATION

Section 11.1 Transporting Students Teachers shall not be required to transport students in the teachers' vehicles. A teacher may do so voluntarily, however, with the advance, written approval of the principal or immediate supervisor.

Section 11.2 Other Transportation In the event school vehicles are not available, teachers may voluntarily use their own vehicles for other school purposes with written approval of the principal or immediate supervisor.

Section 11.3 Mileage Teachers including hourly who may be required to use their own vehicles in the performance of their teaching duties or teachers who are assigned to more than one (1) school per day will be reimbursed for such travel at the current IRS mileage rate. Reimbursement will be made on a quarterly basis. All travel reimbursements will be only for driving done between locations.

Section 11.4 Liability The school board relieves the individual teacher from any liability, not arising from negligence, connected with implementation of this article.

ARTICLE XII -- UNREQUESTED LEAVE OF ABSENCE (ULA)

Section 12.1 Purpose The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10, as amended. This article, when adopted, shall constitute the required plan for unrequested leave of absence ("ULA"). The School Board may place on ULA without pay or benefits as many teachers as necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Section 12.2 Definitions For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Section 12.21 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 Minnesota Statutes Section 122A.40, Subdivision 1.

Section 12.22 Qualified: "Qualified" shall mean a teacher who holds a state license.

Section 12.23 Seniority: "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and shall be defined as continuous employment from the most recent date of employment. Continuous employment for the purposes of seniority shall include all continuous employment for Independent School District No. 748 in the capacity of a teacher as defined in M.S. 122A.40, Subd. 1.

Section 12.3 Implementation

Section 12.31 Certificates and Licenses In any year in which a reduction of teaching is occurring and the School District is placing teachers on unrequested leave of absence, only those certificates or licenses

actually received by the Superintendent's office for filing as of February 15 of such year shall be considered for purposes of determining lay-off within areas of certification for the following school year. A certificate filed after February 15 shall be considered for purposes of recall, but not to the current reduction.

Section 12.32 Placement: Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed. The School District's decision to place a teacher on ULA shall not be subject to the grievance procedure.

Section 12.34 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.

Section 12.4 Seniority

Section 12.41 Length of Seniority In determining the length of seniority, a teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by action of the School Board and the teacher without interruption of regular service, shall retain his/her original seniority.

Section 12.42 Temporary/Substitute Teacher Temporary teachers and substitute teachers shall not accrue seniority. Long-term substitutes, employed by the school district, shall accrue seniority from the time they start work providing they are subsequently hired full-time with no intervening time lapse.

Section 12.43 Requested Leaves Seniority shall accrue on all requested leaves of absence approved by the School Board as provided for by this contract.

Section 12.44 Seniority List The teacher's seniority list shall be provided by the school board. In the event of a tie, the teacher shall receive seniority from the date of hiring as they are listed in the official School Board minutes. If ties remain, further determination of seniority shall be made on the basis of which teacher has the lowest teaching certificate file folder number (on record with the Minnesota Department of Education) with greatest seniority given to the teacher with the lowest file folder number. The seniority list shall be updated annually using the aforementioned process. Copies shall be distributed to the teachers and the exclusive representative. Teachers shall have thirty (30) days in which to challenge their position on the list. Challenges shall be settled using the above procedures. When all challenges are settled, the amended list shall be approved and signed by the exclusive representative. At their next regular meeting, the School Board will consider the seniority list as amended and adopt or reject the list. The process of adopting a seniority list will be completed no later than January 1 of each year.

Section 12.5 Notification and Procedures

Section 12.51 Notification Date Teachers whose positions are to be discontinued shall receive written notice by May 1 of the school year prior to the commencement of such discontinuance of position.

1. The notice shall include the right to request a hearing within 14 days from the receipt of the notice.
2. The notice shall inform the teacher that failure to request a hearing will be deemed acquiescent to the district's proposed placement.
3. If the teacher requests a hearing, teachers proposed for placement on ULA shall be entitled to a hearing to challenge the proposed placement pursuant to the grievance procedure as proved in this agreement.

4. Final school board action must take place prior to July 1 and must not occur before notice to the teacher as required above.
5. If the teacher properly requests a hearing either with the District or an arbitrator and a hearing is held, an arbitrator's determination shall be deemed final and is not subject to another grievance of this Agreement.

Section 12.52 Reassignment For purposes of placement on ULA or recall from ULA, nothing in this article, shall require the School District to reassign a senior teacher to a different position in a subject matter or field in which the teacher has not successfully taught in within the past five (5) years.

Section 12.6 Recall

Section 12.61 Recall List A recall list shall be maintained and updated annually by the personnel office. Teachers shall be placed on the recall list on June 30th following placement on unrequested leave. Teachers on the recall list for more than three (3) years shall be dropped from the recall list and not subject to recall.

Section 12.62 Notice of Recall Notice of recall shall be sent to the president of the exclusive representative and also to the teacher's last address on file in the personnel office. The teacher shall be notified by certified mail. Within fifteen (15) calendar days of the date of mailing. Failure of the teacher to respond to the school district personnel office in writing in the specified time period shall result in the loss of all recall rights.

Section 12.63 Refusal of Employment Under Recall Refusal of employment by a teacher under the recall provisions of this Article shall constitute a waiver of all rights of that teacher to be recalled under provisions of this Article.

Section 12.64 Recall Procedure Recall shall be according to seniority at time of layoff, highest seniority teacher being recalled first. A new teacher shall not be employed by the School District while any teacher is on unrequested leave of absence that is properly certified and qualified to fill such vacancy.

Section 12.65 Continuing Contracts Upon being recalled, the continuing contract will remain in effect. The teacher will retain all seniority accrued prior to the discontinuance of the position. The salary and fringe benefits of the recalled teacher shall be on the same step earned as of the date of discontinuance.

Section 12.7 Insurance while on ULA While on ULA, the teacher, at his/her option, may continue insurance programs, at his/her own expense as provided by State or Federal Statutes, subject to any restriction of the carrier

Section 12.8 Qualifications Any teacher using seniority to displace a less senior teacher must be qualified for, certified for, and accept the major position held by the less senior teacher.

Section 12.9 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 12.13, 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.

ARTICLE XIII – SCHOOL DISTRICT OPERATIONS

Section 13.1 Teacher Duty Days Each year prior to April 1, the School Board shall establish the number and length of school days and teacher work days for the next school year. The number of teacher contract days per year will be one hundred eighty-two (182) for the contract period. All newly hired teachers will be required to work one hundred eighty-three (183) duty days. Teachers shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school. Any change in the calendar after its adoption will be preceded by a meet and confer meeting with the exclusive representatives' meet and confer committee.

Section 13.2 Prep Time Within the confines of the normal eight (8) hour teacher work day, there shall be a minimum of one hundred twenty (120) minutes of time with no student contact, excluding a twenty-five (25) minute duty free lunch, travel time, and passing time. Included in this one hundred twenty (120) minutes will be a minimum of fifty (50) minutes of preparation time. Said preparation time shall be within the normal time students are attending class and shall not be in more than two (2) blocks of time except by mutual consent of the teacher and School District.

ARTICLE XIV -- TEACHER WORKING CONTRACT

Section 14.1 Salaries Salaries for 2019-2020 and 2020-2021 school years shall be determined by the attached schedules. Teacher salaries for 2020-2021 shall continue into 2021-2022 without increment or lane changes until modifications are agreed upon and a new Agreement signed. The salary will be paid every two (2) weeks on a nine (9) month basis (twenty-one (21) pay periods) or twelve (12) month (twenty-six (26) per periods) basis as per teacher request. For teachers contracted to be employed for less than a full school year, i.e. a quarter or a semester, the salary may be paid in fewer pay periods at the teacher's request providing the payments are in equal amounts and the final payment is scheduled after the teacher has completed the employment contract.

Section 14.2 Placement on Salary Schedule With the exception of newly hired teachers, the salary for the school year will be according to the training and experience level of the teacher documented prior to September 1 of that year.

Section 14.3 Lane Changes

Section 14.31 Lane Changes to MA Lane

Section 14.311 Frequency Restriction Teachers enrolled in an approved Master's Program may advance up to two (2) lanes per year. Non-Master's programs and other credits approved for lane change purposes are limited to one (1) lane change a year. This change may take place at the start of the school year and/or January 1. Newly hired teachers will not be allowed to make a lane change the first year of employment.

Section 14.312 Applicability Credits will not be recognized for lane change purposes unless the credits have prior approval of the Superintendent or are otherwise deemed applicable by the Superintendent. The credits must be germane to the teaching assignment/licensure of the teacher as determined by the Superintendent. Master's degree programs not directly related to the teacher's assignment/licensure will not be approved for lane change purposes.

Section 14.32 Lane Changes Beyond MA Lane

Section 14.321 Frequency Restriction

Section 14.3211 Credits Earned Prior to Degree Credits earned prior to receiving a master's degree but not applicable to the degree may not be used to make post MA lane changes. The Superintendent may, after receiving written appeal from a teacher, allow for credits earned prior to a Master's Degree to be used for a post MA lane change in extenuating circumstances (for example: Master's Program was discontinued by a college or university while the teacher was enrolled prohibiting teacher from completing the program.

Section 14.3212 Credits Earned After Degree Credits earned after receiving a masters degree may be used to change one (1) lane per school year. Teachers using programs and other credits approved prior to January 1, 1998, for lane change purposes are limited to two (2) lane changes a year. One of these changes may take place at the start of the school year, the second one the following January 1.

Section 14.3213 Applicability Credits must be graduate credits earned toward an advanced degree or germane to the teacher's assignment/licensure as determined by the Superintendent. Programs and/or credits not directly related to the teacher's assignment/licensure will not be approved.

Section 14.4 Placement of Newly Hired Teachers All offers of employment are to be negotiated by the Human Resources Office, under the direction of the Superintendent, based on required education, teaching experience and market conditions. For advanced degree positions, experience for teaching outside the Sartell-St. Stephen School District will be credited by mutual agreement, but not exceeding the teacher actual experience, providing the experience has been in an accredited school. One-half year or more than one half-year credits may be designated a full year's credit at the discretion of the Superintendent.

Section 14.41 Previously Earned Credits Credits earned prior to employment in the Sartell-St. Stephen School District that are not recognized in the initial salary placement may be used to advance a maximum of one (1) lane per school year. All previously earned credits must be fully utilized for the purpose of lane changes prior to the use of credits earned subsequent to employment in the District. The use of a combination of credits earned previous and subsequent to employment is considered the use of previously earned credits and is subject to the maximum limitation of this section.

Section 14.5 Use Of Substitutes The district will assign a substitute for an absent teacher whenever possible. In emergency situations (unplanned, after 7:00 a.m.), administration can ask for volunteers to cover during their preparation time. If no volunteers are available, administration can assign staff to fill the vacancy as needed. A teacher who has been assigned to fill in during his/her prep can apply for pay at the co-curricular category "N" rate. Prior to applying for pay, the following condition must be met: 1.) The teaching of students is part of an approved academic extension class or other District-approved program and 2.) The building principal's approval has been obtained.

Section 14.6 Student Teacher Supervision Pay All funds received from an educational entity for placement of student teachers will be distributed to the supervising teacher(s) under the following conditions: The district shall verify amount received per individual student teacher by educational entity and distribute the entire amount to the teacher(s) assigned the student teacher. No more than 100% of the amount received by the district will be distributed. The teacher(s) must request payment for student teacher supervision pay

from their principal after the assignment has been completed. Should the student teacher be assigned to more than one teacher, the teachers will receive a pro-rated amount based on time as supervisor. The supervising teachers will determine the pro-ration. If there is a dispute as to the pro-ration, the SEA will notify of the amount to be distributed to each teacher.

Section 14.7 Speech Language Pathologist (SLP) Clinical Fellowship Year (CFY) Supervision Pay At the discretion of the Special Education Director and the Building Principal, a SLP may be asked to supervise a newly hired SLP who is in his/her CFY. The supervising SLP must be qualified and available to supervise for the full CFY. At the conclusion of the newly hired SLP's CFY, the supervising SLP will receive a \$200 one-time stipend for each CFY SLP he/she supervised.

Section 14.8 Certificate of Clinical Competence Any speech-language pathologist covered by this agreement who earns and/or maintains a Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP) will receive \$500 per year, to be paid by February 20th of the contract year, while they hold their certification.

Section 14.9 Overload Pay The District prefers not to assign teachers an "overload" teaching assignment. An overload assignment occurs when a member agrees to an assignment to teach a section of students during the member's scheduled prep time for more than ten (10) consecutive days. The "consecutive" qualification may be removed under extenuating circumstances solely at the discretion of the Superintendent. In the event that a member and the District agree to an overload assignment, the District shall pay the teacher one and a half times their hourly rate for the teaching assignment hours that exceed a regular teaching day (e.g. full time middle school teacher takes on an additional assignment of a 55 minute class, teacher will be paid for 1 hour at one and a half times their actual hourly rate for the term of the overload).

Salary Schedule 2019-20

STEP	BA	BA10	BA20	BA30	MA	MA10	MA20	MA30
A	41,178	43,791	46,397	49,005	51,613	54,227	56,831	59,441
B	42,180	44,788	47,399	50,011	52,613	55,226	57,833	60,440
C	43,181	45,787	48,397	51,004	53,614	56,222	58,832	61,442
D	44,181	46,787	49,397	52,007	54,613	57,226	59,830	62,442
E	45,180	47,789	50,399	53,003	55,612	58,224	60,831	63,443
F	46,182	48,823	51,398	54,004	56,616	59,225	61,830	64,446
G	47,181	49,789	52,395	55,007	57,614	60,220	62,831	65,440
H	48,181	50,788	53,394	55,787	58,614	61,219	63,834	66,445
I	49,180	51,788	54,397	57,003	59,614	62,222	64,830	67,438
J	50,181	52,792	55,399	58,005	60,612	63,223	65,834	68,440
K	51,181	53,789	56,398	59,004	61,615	64,222	66,836	69,441
L	52,180	54,789	57,396	60,006	62,619	65,225	67,830	72,183
M	53,348	55,959	58,564	61,176	63,786	66,436	69,002	73,376
N	54,515	57,127	59,733	62,341	64,956	67,563	70,168	74,569
O	55,686	58,298	60,901	63,510	66,123	68,731	71,339	75,759
P	56,853	59,465	62,071	64,682	67,290	69,901	72,507	76,956
Q	58,020	60,635	63,241	65,848	68,460	71,066	73,675	78,150
R	59,633	62,265	64,892	67,520	70,153	72,777	75,407	79,936

Salary Schedule 2020-21

STEP	BA	BA10	BA20	BA30	MA	MA10	MA20	MA30
A	42,002	44,666	47,325	49,985	52,645	55,312	57,968	60,629
B	43,024	45,684	48,347	51,011	53,665	56,330	58,990	61,649
C	44,044	46,703	49,365	52,024	54,687	57,347	60,008	62,671
D	45,065	47,723	50,384	53,047	55,705	58,371	61,027	63,691
E	46,083	48,745	51,407	54,063	56,725	59,388	62,047	64,712
F	47,105	49,800	52,426	55,084	57,748	60,410	63,067	65,735
G	48,125	50,785	53,443	56,107	58,766	61,424	64,088	66,749
H	49,144	51,804	54,462	56,903	59,787	62,444	65,110	67,774
I	50,164	52,824	55,485	58,143	60,806	63,466	66,127	68,787
J	51,185	53,848	56,507	59,165	61,825	64,487	67,151	69,809
K	52,204	54,864	57,526	60,184	62,847	65,507	68,172	70,829
L	53,224	55,885	58,544	61,206	63,871	66,529	69,187	73,627
M	54,415	57,078	59,736	62,399	65,061	67,764	70,382	74,843
N	55,605	58,270	60,928	63,588	66,255	68,914	71,571	76,061
O	56,800	59,464	62,119	64,781	67,445	70,105	72,766	77,275
P	57,990	60,654	63,313	65,976	68,636	71,299	73,957	78,495
Q	59,180	61,848	64,506	67,165	69,830	72,488	75,148	79,713
R	60,826	63,510	66,190	68,870	71,556	74,233	76,915	81,535

Longevity Payment

After completing nineteen (19) years of actual service to the School District, the employee shall receive \$2,200 annually, non-accumulating. The payment commences in the twentieth (20th) year of service. After completing twenty-four (24) years of actual service to the School District, the employee shall receive \$2,700 annually, non-accumulating. The payment commences in the twenty-fifth (25th) year of service. Payment will be made one time per year on the payroll closest to April 15th of each year. Actual years of service will be calculated in the same manner in which it is counted for other contractual benefits, such as HCSP and 403(b).

ARTICLE XV – EXTRA-CURRICULAR, CO-CURRICULAR, AND OTHER ACTIVITY ASSIGNMENTS

Section 15.1 Salary Annual salary rates for extra-curricular, co-curricular, and other activity assignment positions shall be determined by the provisions of this section.

Section 15.11 Rates so determined shall be paid for assignments performed during the life of this Agreement.

Section 15.12 Rates for assignments are to be determined by multiplying the appropriate step salary of the BA lane of the appropriate salary schedule of this Agreement by the percentage stated in this article for

each particular assignment except where there is a stated amount to be paid on a per hour or per event basis. The result of the multiplication is to be rounded up or down to the nearest even dollar amount.

Section 15.13 The appropriate step shall be determined according to the experience level of the assigned individual subject to the conditions of this section. To coincide with the salary schedule of Article XIV, an assignee with no experience will have a Step 1 placement.

Section 15.131 Experience for duties performed outside the School District will be credited by mutual consent but will not exceed the actual experience. Outside experience will only be recognized for duties performed in a school setting.

Section 15.132 A maximum of ten (10) years' experience will be allowed for salary calculation purposes (Step I of the salary schedule) for all positions except Head Coaches and High School Student Council Advisor

Section 15.133 A maximum of 13 (thirteen) years' experience will be allowed for salary calculation purposes (Step L of the salary schedule) for Head Coaches and High School Student Council Advisor

Section 15.134 A year's experience will be given for each fully completed assignment. Credit for partially completed and/or partial assignments may be given at the discretion of the Superintendent or his/her designee, providing at least fifty (50) percent of the assignment was completed by the assignee.

Section 15.135 Experience credit will be granted for assignments previously performed in the same activity providing the previous duties were similar in nature. For example, junior high coaching or assistant coaching earns credit on the head coaching assignment in the same activity. Credit will not be granted for previous assignments in the same activity if the duties of the previous assignment are distinctly different. For example, technical play director experience does not earn credit on a play director position notwithstanding both positions are in a drama activity.

Section 15.136 Prior credit is subject to the other provisions of this section.

Section 15.137 Experience credit shall not be allowed unless documented prior to the start of an assignment.

Section 15.138 Only one year of experience credit may be earned per school year. Multiple assignments in the same activity in the same year will not be recognized for multiple credit.

Section 15.14 Unless other arrangements are made between the School District and the assignee, salary payments will be made as earned.

Section 15.15 Salaries as determined for 2019-2019 shall continue into 2019-2020 without experience credit change until modifications are agreed upon and a new contract signed.

Section 15.16 The School District shall pay the dues for head coach's membership in the state coaches association. This shall not include dues paid for membership in sub-associations of the state association.

Section 15.2 Admission to School Events Teaching staff and his/her immediate family shall receive free admission to school extracurricular events. Events not covered include: playoffs games /events or events where the district must pay royalties.

Access will be given via a district produced pass and a staff ID. To obtain a pass, each bargaining unit member must register with the athletic office and provide the names and ages/grades of immediate family members. A family pass will be issued and dependent children must be accompanied by the employee, with the exception of students in grades 9-12.

High school students of teaching staff members will be given a student pass, which must be used in conjunction with their student ID for entry to all eligible events.

2019-2021 EXTRA-CURRICULAR, CO-CURRICULAR AND OTHER ACTIVITY ASSIGNMENTS
SCHEDULE

A. ----- 18.5%

Head Boys & Girls Track

B. ----- 14.5%

Head Boys Basketball

Head Girls Basketball

Head Football

Head Wrestling

Head Boys Hockey

Head Girls Hockey

Head Dance Line

C.----- 13.0%

Head Boys Swimming

Head Girls Swimming

Head Volleyball

Head Boys & Girls Cross Country

D. ---- 12.5%

Head Gymnastics

Head Girls Soccer

Head Boys Soccer

Head Nordic Skiing

Head Baseball

Head Softball

High School Marching Band Director

E. ----- 10.5%

Assistant Football

Assistant Boys Basketball

Assistant Girls Basketball

Assistant Wrestling

Ninth Grade Boys Basketball

Ninth Grade Girls Basketball

Assistant Boys Hockey

Assistant Girls Hockey

Middle School Summer Band Director

High School Musical Director

Yearbook

Assistant Dance Line

F. ----- 9.5%

Head Boys Golf

Head Girls Golf

Head Boys Tennis

Head Girls Tennis

Head Boys Lacrosse

Head Girls Lacrosse

Assistant Boys Swimming

Assistant Girls Swimming

Assistant Volleyball

Assistant Boys & Girls Track

Boys Dive Coach

Girls Dive Coach

F. ----- 9.5% (Continued)

Assistant Gymnastics

Assistant Boys Soccer

Assistant Girls Soccer

Assistant/JV Baseball

Assistant/JV Softball

Ninth Grade Baseball

Ninth Grade Softball

Ninth Grade Volleyball

Marching Band Drumline

High School Colorguard

High School Marching Band Assistant

G. ----- 8.35%

Ninth Grade Girls Soccer

Ninth Grade Boys Soccer

Assistant Boys & Girls Cross Country

Assistant Boys Lacrosse

Assistant Girls Lacrosse

3 – Act Play Director

Senior High Student Council Advisor

Computer Club

SHS P.A.C. Supervisor

H. -----7.35%

Assistant Boys Golf

Assistant Girls Golf

Assistant Boys Tennis

Assistant Girls Tennis

Head Senior High Speech

High School Musical Vocal Director

I. ----- 6.35%

Middle School Musical Director

JH Football

JH Boys Basketball

JH Girls Basketball

JH Boys Swimming

JH Girls Swimming

JH Boys Cross Country

JH Girls Cross Country

JH Boys Soccer

JH Girls Soccer

JH Wrestling

JH Volleyball

J. ----- 5.35%

SMS P.A.C. Supervisor

Summer Band Lesson Instructor

Instrumental and Jazz Music Director

Musical Technical Director

Musical Vocal Accompanist

High School Robotics

Vocal Music Coordinator

J. ----- 5.35% (Continued)

One Act Play Director

K.-----4.5%

JH Boys Golf

JH Girls Golf

JH Boys and Girls Track

JH Boys and Girls Track

JH Softball

JH Baseball

JH Boys Tennis

JH Girls Tennis

Prom/Junior Class Advisor (2 positions)

Knowledge Bowl Advisor

National Honor Society Advisor

Assistant Speech

JH Speech

Winter Drum Line Head

Winter Drum Line Assistant

Senior High Prep Band Director

Future Educator's Club

Head Clay Target Coach

Middle School Fall Play Director

Middle School Spring Musical Vocal Director

L. ----- 3.35%

Strength Coordinator (3 Month Position)

High School Musical Choreographer

3 – Act Play Technical Director

Middle School Colorguard

Middle School Robotics Advisor

M. -----2.25%

Mock Trial

7th & 8th Grade Activities & Athletics (15 meetings)

JH Knowledge Bowl

Assistant Clay Target Coach

Math League Advisor

Visual Arts Advisor

High School Musical Light Designer

High School Musical Soundboard Technician

High School Musical Set Painter

High School Musical Costumer

Middle School Fall Play Publicity

Middle School Fall Play Lighting

Middle School Fall Play Set Builder

Middle School Fall Play Costumes

Middle School Fall Play Prop Design

M. -----2.25% (Continued)

Middle School Spring Musical Costumes

Middle School Spring Musical Painter

Middle School Spring Musical Choreographer

Middle School Spring Musical Lighting

Middle School Spring Musical Publicity

Middle School Spring Musical Prop Design

Middle School Spring Musical Set Construction

Middle School Fall Play Painter

N. ----- \$32.50 per hour (includes, but not limited to:)

Academic extension

Targeted services-summer and regular term

Curriculum hourly

Staff development

Subbing during prep time

Grad Standards

Co-Curricular Activities

Music and Orchestra Concert Pay

O. ----- \$-35 per event

Audio Visual Taping

Refereeing -- Single game

Refereeing --Two games (150% of rate)

Track Official (1)

Student Supervision

Ticket Taking/Selling

Evening Supervision

Elementary Parent Curriculum Nights

After Hours Detention

After Hours Child Study/APT meetings

After Hours Mentoring (3)

Class Advisor (5)

Extra-Curricular Pay Schedules

STEP	2019-2020	2020-2021
A	41,178	42,002
B	42,180	43,024
C	43,181	44,045
D	44,181	45,065
E	45,180	46,084
F	46,182	47,106
G	47,181	48,125
H	48,181	49,145
I	49,180	50,164
J	50,181	51,185
K	51,181	52,205
L	52,180	53,224

**For purposes of the teacher contract and extra-curricular sports, Junior High (JH) is 7th and/or 8th Grades

(1)--Track official payment assumes required attendance of four (4) hours or less. Should attendance of more than four hours be required, as determined by the principal and/or athletic director, the rate paid shall be 150% of the listed rate.

(2)--If a Child Study/APT meeting commences prior to 7:00 a.m. or lasts past 4:00 p.m., it shall be a paid event. Other Child Study/APT meetings shall not be paid events.

(3)--Mentoring shall be a paid event only when the principal assigns the particular event. It shall be paid under the same conditions listed in (2) for an S.A.T. event. The maximum amount to be paid for mentoring is \$400.00 per teacher, per contract year.

(4)—Weight Training Supervisor shall be paid at \$20 per hour.

(5)--Class advisor events are limited to (3) per year. Attendance must be required by the principal to be a paid event.

(6)—Event workers working both a Junior Varsity and a Varsity event in the same night will be paid at 150% of the listed rate.

NOTE: Attendance at events not included on the above list shall not be paid.

After School/Summer/Weekend Workshops

Teachers attending workshops approved by his/her principal and/or the Superintendent shall receive reimbursement and payments under the following conditions:

a) If credits are earned that will be used for lane changes on the salary schedule, no reimbursements or payment for attendance will be made.

b) If no credits are earned or if the credits earned will not be used for lane change purposes, payment and reimbursements shall be made.

c) If credits are part and parcel of the workshop registration, the Superintendent may, at his/her discretion, approve payment and reimbursement plus allow the use of the credits for lane change purposes.

d) Teachers will be paid a stipend for attendance as follows:

0 to 2 hours length	\$ 25.00
2 to 4 hours length	\$ 50.00
4 to 6 hours length	\$ 75.00
7 plus hours length	\$100.00

e) Reimbursements may include fees, meals, lodging, and transportation.

f) Reimbursements are subject to the approval of the appropriate principal and/or Superintendent.

ARTICLE XVI -- INSURANCE

Section 16.1 Health Insurance The school board will offer health insurance to each member of the bargaining unit and his/her dependents for a full twelve (12) month period for each contract year subject to conditions and limitations of this Article, Article XVII, and Article XVIII of this contract. (See also 10.11)

Section 16.12 Contribution For teacher enrolled in a High Deductible Health Plan (HDHP), the district's maximum defined contribution benefit level to be paid in 2019-2020 is \$16,900 and is \$17,200 in 2020-2021 for members enrolled in the family plan, \$6,900 in 2019-2020 and is \$7,200 in 2020-2021 for members enrolled in single coverage. All District contributions in this section shall relate to the corresponding plan year.

The maximum defined contribution benefit level includes the following:

- a) 100% of the premium cost up to \$13,180 for family, \$4,990 for single policies
- b) \$3,720.00 in 2019-2020 and \$4,020.00 in 2020-2021 per family policy, paid into an active VEBA account
- c) \$1,910.00 in 2019-2020 and \$2,210.00 in 2020-2021 per single policy, paid into an active VEBA account

This VEBA account contribution and premiums paid will not exceed \$16,900 in 2019-2020 and \$17,200 in 2020-2021 per family contract and \$6,900 in 2019-2020 and \$7,200 in 2020-2021 per single contract on an annual basis, except where two employees covered under this contract are married to each other. In the event that two employees covered under this contract are married to each other, the couple has the following choices:

1. Each employee may choose to receive and enroll in a single policy for himself/herself receiving the same contributions towards insurance as outlined in the preceding paragraphs; or
2. The couple may choose to enroll in a family policy, receiving the same District contribution as outlined in the preceding paragraph with an additional deposit of \$2,700 in 2019-2020 and \$3,000 in 2020-2021 (for the employee dependent) into the policy holder's VEBA account. The couple will designate which spouse is the policy holder for the health insurance plan and which is designated as the spouse/dependent for the health insurance plan. Any change made to the policy holder can only be made in accordance with the terms of the applicable health insurance plan

The amount to be contributed into the VEBA account will be deposited in two separate payments, 25% no later than October 20th and the remaining 75% no later than January 20th of the contract year. If a qualified bargaining unit member enters the VEBA Plan as a participant or spouse/dependent after the January payment has been made, a prorated contribution will be made in June of the contract year. Any teacher entering the plan between June 1 and August 31 will not receive a VEBA contribution for that school year.

The District will pay administration fees to manage and implement the VEBA account.

Section 16.121 Excess Premiums Should future premiums cause the maximums in either plan to be exceeded, the excess will be paid by payroll deductions in the same manner as used to pay previous teacher premium contribution.

Section 16.122 Maximum VEBA Contributions An employee cannot receive more than the annual VEBA contribution stated in Section 16.12 for any single complete year of service to the district.

Section 16.2 Eligibility Hospitalization/Medical benefits are to be provided only for teachers actively teaching in the Sartell-St. Stephen School District. Teachers on all extended leaves of absences not actually earning pay shall not receive benefits, except as may be allowed under Federal and/or state law.

Section 16.3 Benefit Refusal A teacher may, at his/her own discretion, refuse health insurance. A teacher desiring to do so, must waive the benefit as required by the carrier.

Section 16.4 Retirement To be eligible for this benefit a teacher must meet the following criteria:

(1) Either:

(a) have fifteen (15) or more years of service with the Sartell-St. Stephen School District and has, or will have, attained the age of fifty-five (55) years of age but less than Medicare eligible as of June 30.

or

(b) have not less than twenty-five (25) years of service with the Sartell-St. Stephen School District.

(2) Must submit a resignation from employment stating the intent to retire from teaching.

(3) Must not be in proceedings or have been discharged for cause.

(4) Must be actually teaching in the Sartell-St. Stephen School District or on an approved leave of absence in the school year preceding.

Section 16.41 Retiree Health Benefit All teachers who retire will receive a maximum retiree health insurance benefit of \$36,000. After the end of an employee's ninth year of service (beginning with year ten), the district will annually contribute \$1,000 to a MSRS HCSP account opened for each employee for this purpose. This MSRS HCSP deposit will be deposited by February 15 each year.

The total contributions to the account prior to retirement will be deducted from the \$36,000 maximum benefit of the retiring employee. Should the total district contributions at the time of retirement not total \$36,000, at that time the district will contribute to the retiree's MSRS HCSP an amount equal to \$36,000 less the total annual contributions made to the retiree's account prior to retirement.

Part-time employees will receive pro-rated benefits. The school district's liability under this section ceases when a teacher is eligible for Medicare. The teacher also has the option to purchase family coverage at his/her own expense.

Section 16.5 Life Insurance Term life insurance in the amount of \$50,000 shall be provided, subject to carrier acceptance, for each member of the bargaining unit at school board expense. Except for teachers on long term disability leave as provided in Section 10.23, teachers on extended leaves for two quarters or more shall not be provided this benefit. Supplemental life insurance may be purchased by payroll deduct, at the teachers expense, from the insurance carrier. All terms of purchase must meet carrier acceptance.

The maximum amount of supplemental insurance shall be \$200,000.

Section 16.6 Short Term Disability (STD) Teachers shall have the option to apply for Short Term Disability benefits on a voluntary basis. Approval of coverage and claim payment is subject to carrier underwriter approval and contract requirements. Teachers have the option to supplement Short Term Disability benefits with any accrued sick leave. The total compensation (STD & Sick leave) cannot equal more than 100% of the daily contract rate.

Section 16.7 Long Term Disability (LTD) The school board shall provide a long-term disability insurance program (income protection) for each member of the bargaining unit subject to carrier acceptance. The income of a teacher who becomes disabled from sickness or accident will be insured after ninety (90) consecutive calendar days absence to the extent of 66 2/3% of his/her salary. Benefits will be payable as long as the teacher remains totally disabled, but not beyond his/her seventieth (70) birthday. Benefits to disabled teachers will be determined and paid as described in the long-term disability policy.

Section 16.8 Dental Insurance A dental insurance plan shall be made available to each member of the bargaining unit. Participation shall be subject to carrier acceptance. The complete premium cost shall be the responsibility of the insured and shall be paid by payroll deduct.

Section 16.9 Carrier Selection The selection of any and all insurance carriers shall be at the discretion of the School District as provided in law. The insurance carrier may change coverage as permitted by law. The bargaining unit shall be advised and consulted when a change in carriers or coverage is contemplated. In event there is an insurance carrier change, the new carrier will cover all pre-existing conditions without examination or penalty. Insurance policies shall reflect as closely as possible the provisions of this Article.

Section 16.10 Benefit Obligation It is understood the School District's only obligation is to purchase insurance policies and pay such premiums as agreed to herein.

Section 16.11 Benefit Conditions Any and all insurance benefits of this Article are subject to conditions of and acceptance by the insurance carrier. Members of the bargaining unit or dependents rejected by the insurance carrier shall not be eligible for benefits. A dependent must fulfill the requirements of the carrier to be considered a dependent and thereby qualify for the benefits. The school board, school district and administration shall not be held liable for provisions of this article not provided teachers due to state and federal laws or carrier requirements. Provisions of this article are not retroactive, except to the extent that teachers eligible under the pre-existing agreement shall have benefits stated in that contract until the adoption of this agreement.

ARTICLE XVII -- PART-TIME POSITIONS

Section 17.1 Exclusion Teachers working less than fourteen (14) hours per week on the average or less than thirty-five (35) percent of the normal forty-hour (40) week are excluded from the provisions of this article. Early Childhood Family Education/School Readiness Teachers and Parent Educators are also excluded, however, are covered under Article XXI.

Section 17.2 Definition A part-time position shall be defined as a contracted position in which the amount of time actually worked by the teacher filling the position is less than the amount of time normally worked in that position on an annualized/full-time basis. Examples are: (1) teaching assignments of less than eight (8) hours per day, (2) teaching assignments of less than five (5) days per week, (3) teaching assignments of fewer than the number of teacher duty days established by the School Board.

Section 17.3 Part-Time Teacher Contracts To calculate the percentage of a part-time teaching contract, the actual number of minutes per day is calculated to weekly minutes the teacher is actually teaching students. This weekly total is divided by the number of minutes per week as listed below in this section. Passing time is not considered teaching time in the part time contract calculation. Part time staff working in more than one building will have two separate contracts calculated for each building then added together to determine final contract percentage.

The following building teaching times will be used in calculating part time contracts:

Oak Ridge Elementary	300 student minutes day - 1,500 minutes per week
Pine Meadow Elementary	300 student minutes day - 1,500 minutes per week
Riverview Intermediate	300 student minutes day - 1,500 minutes per week
Sartell Middle School	310 student minutes day - 1,550 minutes per week
Sartell High School	Current schedule is a four (4) block per day schedule.

Full time equivalent is three blocks per day for four quarters, which is 12 blocks per year. Part time contracts will be calculated based on the total blocks taught per year divided by 12.

Section 17.31 Prep Time The formula allows the part-time teacher a proportionate amount of lunch and prep time as compared to a full-time teacher. A teacher must be on duty for the same proportion of time.

Section 17.32 Duty Time. Unless waived by mutual written consent, a part time teacher's duty time must be contiguous. Duty time is defined as the total of 1.) prep time, 2.) duty free lunch time, 3.) paid time for which the teacher may be assigned duties other than actually teaching students.

Section 17.33 Minimum Travel Time. Unless waived by mutual written consent, a part time teacher teaching at multiple sites shall have a minimum of ten (10) minutes travel time between the assigned times teaching students at each location.

Section 17.34 Notice By August 25th of each year, part-time contracts will be completed and distributed to the building administrators and the part-time teacher(s). Teachers shall have ten (10) working days to review the calculation. They may request an explanation and/or review of the calculation from the business office if they feel it is incorrect.

Section 17.35 Multiple Contracts A teacher with multiple part-time position contracts for the same period of time in a school year may not have the total of the contracts exceed one hundred percent of a normal, full time teaching contract for the same period of time.

Section 17.4 Leave Benefits Members of the bargaining unit filling part-time positions will earn discretionary leave on a pro-rata basis. The normal leave allowance shall be multiplied by the pro-ration factor and rounded to the nearest hour to determine the amount of leave earned on an annualized basis.

Section 17.5 Health Insurance Contribution Members of the bargaining unit filling part-time positions shall have hospitalization/medical insurance available to them, subject to the provisions and conditions applicable to other members of the bargaining unit. The School District's contribution toward the premiums of the hospitalization/medical insurance shall be determined by multiplying the pro-ration by the total premium. The remaining portion of the premium shall be the teacher's responsibility. It shall be paid to the School District by payroll deduction or by payment by the first of each month. The teacher has the option of refusing the benefits of this section.

Section 17.6 Other Insurance Members of the bargaining unit filling part time positions shall have the same life and LTD insurance benefits as a full-time teacher.

Section 17.7 Dues Dues check off for employees filling part-time positions who are required by law to pay a fair share fee will be made as provided in Article VI, Section 6.4.

Section 17.8 Salary Members of the bargaining unit filling part-time positions shall be paid on a pro-rata basis. The annual salary determination shall be made by multiplying the pro-ration factor by the annual salary normally paid to an individual filling the same position on a full-time basis. The salary is determined and will be paid as in Section 14.1 of this contract.

ARTICLE XIII -- NON-SCHEDULED, HOURLY POSITIONS

Section 18.1 Definition Teachers working flexible hours and/or working without a defined yearly work schedule shall be considered teachers holding non-scheduled, hourly positions.

Section 18.2 Exclusions Teachers holding part-time positions as defined in Article XVII and Article XXI, teachers working assignments paid on the extra-curricular, co-curricular, and other activity assignment schedule, and teachers working less than fourteen (14) hours per week on the average or less than thirty-five (35) percent of the normal forty (40) hour week are excluded from this article.

Section 18.3 Rights and Privileges Members of the bargaining unit holding non-scheduled, hourly positions shall have the rights and privileges granted other members of the bargaining unit unless otherwise stated in this article.

Section 18.4 Method of Pay Non-scheduled, hourly teachers will be paid only for hours actually worked. The rate of pay is determined by dividing the annual salary for the training and experience level of the teacher from the salary schedule by 1456 hours.

Section 18.5 Leave Benefits Teachers holding non-scheduled, hourly positions will earn leave benefits on a pro-rata basis. Normal leave allowances shall be multiplied by the pro-ration factor and rounded to the nearest hour to determine the amount of annual leave earned. In determining the pro-ration factor, the total, actual hours worked in the school year shall be divided by 1456 hours. If, during the school year, a teacher is paid leave time in excess of time earned under the provisions of this section, the excess shall be deducted from the teacher's final paycheck.

Section 18.6 Hospital/Medical Insurance Members of the bargaining unit filling non-scheduled, hourly positions shall have hospitalization/medical insurance available to them, subject to the provisions and conditions applicable to other members of the bargaining unit. The school district's contribution toward the premiums of this insurance shall be determined by multiplying the pro-ration factor of Section 18.4 by the total premium contribution. The remaining portion of the premium shall be the teacher's responsibility. It shall be paid to the school district by payroll deduction and/or payment by the first of each month. The teacher has the option of refusing the benefits of this section.

Section 18.7 Other Insurances Members of the bargaining unit filling non-scheduled, hourly positions shall have all other insurance benefits afforded other members of the bargaining unit under the same conditions applicable to other members of the unit.

Section 18.8 Dues Dues check off for teachers filling non-scheduled, hourly positions who are required by law to pay a fair share fee will be made as provided in Article VI, Section 6.4.

ARTICLE XIX -- MATCHING ANNUITY PROGRAM

Section 19.1 Matching Annuity Program The School District will provide a voluntary matching annuity program governed by the provisions of this section.

Section 19.11 Program The School District shall contribute to an approved matching annuity program as per Minnesota Statutes 123B.02, subd 15 and Section 403(b) of the Federal Internal Revenue Code. This contribution shall be an amount equal to the amount contributed by an individual teacher in each year the teacher has chosen to participate in this program.

The provisions of Section 19.20 govern the maximum annual amount. The maximum lifetime amount to be matched by the School District for any individual teacher shall be \$35,000. Yearly contributions made by the School District, in accordance with the matrix in Section 19.20, shall be deducted from the \$35,000 maximum contribution.

Section 19.12 Participation Participation is voluntary on the part of the individual teacher. To participate, eligible employees must declare their intent to participate in the matching annuity program by June 1st at the beginning of his/her fourth (4th) eleventh (11th) and twenty-first (21st) contract years by submitting a signed "Intent to Participate" form to the District Business Office. Responsibility for filing the "Intent to Participate" form is solely the responsibility of the employee. Failure to file an "Intent to Participate" form by June 1 will result in a default of the employer contribution to the previous year's contribution. The "Intent to Participate" form must state the matching annuity company to which the individual teachers wish the contributions to be deposited. The matching annuity company may NOT be changed during that school year.

Section 19.13 Non Participation Eligible employees who elect not to participate or fail to file their "Intent to Participate Form" by June 1 shall have one-half (1/2) of their benefit level defined in Section 19.20 deducted from their maximum benefit level in Section 19.31 during the year(s) of non-participation. If the deduction is a result of failure to file a new form by June 1st (as a result of a change in match eligibility) as defined in section 19.12 above, the reduction shall be for the difference between the amount they receive and the amount that they were eligible for if they had returned the form (on time). For example, a teacher in his/her 11th year of service, who has been participating (\$750 match), shall forfeit the additional \$250 match).

Section 19.14 Eligibility Teachers, as defined in Article III, Section 3.6 of the Master Agreement, who are employed by the School District on a regular (not substitute) teacher contract, are eligible to participate in the matching annuity program. Part-time teachers shall earn prorated contribution benefits. Teachers on extra-duty assignments shall earn no more than the yearly School District contribution level corresponding to their respective years of teaching service. ECFE teachers shall earn prorated benefits in accordance with the yearly District contribution matrix in Section 19.2 and based on the average number of hours to be worked in the contract year. All pro-rated benefits will be calculated using 1,456 hours (182 days at 8 hours) as a full-time equivalency.

Section 19.2 Maximum Annual Benefit Allowance Teachers shall be eligible for the matching annuity program benefits, payable on a nine (9) or twelve (12) month basis, when they elect to participate in a state-approved matching annuity program. The following matrices shall be used to determine individual, annual, maximum School District contribution levels:

Matrix	Years Service In District	Contribution
	1-3	\$0
	4-10	\$750
	11-20	\$1,000
	21 and above	\$2,000

Section 19.3 Investment Regulations And Management

Section 19.31 Eligible employees who participate in the matching annuity program may contribute any dollar amount up to, or in excess of, the maximum yearly District contribution defined in Section 19.20. IRS rules control the total maximum amount any employee may contribute to a matching annuity program.

Section 19.32 An approved vendor list will be established and available from the District Business Office. The choice of matching annuity company (ies) to which the contributions are to be made is determined by the individual teacher. A teacher may choose a maximum of one vendor per year.

Section 19.33 The School District and the employee will direct their contributions to the same state-approved matching annuity company pursuant to Minnesota Statutes 123B.02, subd 15, Section 403(b) of the Federal Internal Revenue Code, the compensation matrix in Section 19.2 and Section 19.11. The School District will match an employee contribution dollar-for-dollar, up to the maximum stated in Section 19.20 and Section 19.11.

Section 19.34 Management of both the portfolio of individual investments and the School District contributions shall be solely the responsibility of the employee in whose name these investments have been made. The School District assumes no current or future liability for contributions made to these plans or for the investment earnings (losses), which may accrue to these portfolios as a result of investment decisions that are made by the employee. Each employee should consult his / her own attorney, accountant, and investment advisor as to legal, tax, and investment issues relating to contributions to the plan.

Section 19.35 Employees are not to construe the plan or the District contribution to the plan or the opportunity of the employee to match such contributions as legal, tax, or investment advice by the School District.

Section 19.36 The School District has neither reviewed nor approved any investment programs, which the employee may obtain by way of contributions under the matching annuity program.

Section 19.37 The employee agrees to indemnify and hold harmless the School District from any adverse investment experience arising from or connected with the contributions to the matching annuity program.

ARTICLE XX – TEACHER EVALUATION

The Sartell-St. Stephen School district and the Sartell Education Association has developed an annual teacher evaluation process for probationary and non-probationary teachers through joint agreement per Minnesota Statute 122A.40.

ARTICLE XXI – EARLY CHILDHOOD FAMILY EDUCATION & SCHOOL READINESS TEACHERS

Section 21.1 Statutory Considerations Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE) or School Readiness (SR) teacher who teaches in an early childhood and family education program which is offered through a community education program which qualifies for community education aid or ECFE aid must meet licensure requirements as a teacher. However, M.S. 122A.26 specifically provides that such licensure shall not be construed to bring such ECFE/SR teacher within the definition of a teacher for purposes of M.S. 122A.40, Subd.1.

Section 21.2 Probationary Period The probationary period for ECFE and SR teachers shall be three (3) consecutive school years of service. During the probationary period, the School District shall have the

unqualified right to suspend, discharge, or otherwise discipline an ECFE and SR teacher, and the ECFE and SR teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE and SR teacher may be suspended or discharged only for just cause, and such ECFE and SR teacher shall have access to the grievance procedure.

Section 21.3 Layoff and Recall ECFE and SR teachers shall have seniority only as ECFE/SR teacher and shall have a separate seniority list consisting only of ECFE and SR teachers. An ECFE or SR teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE and SR teachers. The method for developing and maintaining this list shall be the same as in Section 12.24.

Section 21.4 Compensation: ECFE/SR teachers shall be compensated pursuant to the specific ECFE/SR salary schedule listed below:

A – Student Contact Time	B – Outreach Activities	C – One-time Events	D – Teaching Activities
ECFE class student contact time	BLT	Holiday Dazzle	Conferences
Parent Education class time	LEAP	Pig a Pancake	Prep Time
School Readiness class student contact time	Family Library	Pumpkin Party	Open House
	Llama Llama	E-3 Alignment Summit	District Committees
	Open Gym		Child Study/SAT
	Families together		IEP
	Home Visits		Workshop days

Activities in Group A & D will be compensated at the teacher’s hourly rate. The hourly rate will be based on the applicable step and lane on the master schedule.

Activities in Group B will be compensated on Schedule/Category “N” of the extracurricular schedule in the master agreement.

Activities in Group C will be compensated on Schedule/Category “O” of the extracurricular schedule in the master agreement.

Health Insurance and leave benefits will be calculated two times per year, based on hours worked and/or hours assigned in Group A and Group D as of September 15 and January 15 of each year. Benefits at the start of the school year will be based on the previous year’s hours and adjusted on September 15.

Category D:

1. Conferences: 1 hour per child per year
2. Prep Time will be determined, by the day, by taking 10 minutes multiplied by the number of student contact hours each day. Prep Time will be assigned by the Program Administrator based on class offerings and program goals.
3. Beginning of the year In-Service Schedule: 24 hours per year
All teacher workshop week: Monday 4 hours, Tuesday, 4 hours
Week following Labor Day: Tuesday 8 hours, Wednesday 4 hours, Thursday 4 hours
4. Transition In-Service Hours: 4 hours per year

- | | |
|--|----------|
| 5. In-Service during the contract year:
3 days, 4 hours per day, as scheduled by administration | 12 hours |
| 6. End of the year wrap-up: | 8 hours |

Section 21.5 Applicable Sections of the Master Agreement ECFE/SR teachers shall be covered by the following articles of the Master Agreement:

ARTICLE I -- Purpose,
 ARTICLE II -- Recognition of Exclusive Representative
 ARTICLE III--Definitions
 ARTICLE V --School District Rights & Obligations ARTICLE VI--Teacher Rights & Obligations
 ARTICLE VIII -- Grievance Procedure
 ARTICLE X -- Leaves of Absence
 ARTICLE XII -- Unrequested Leave of Absence (ULA) ARTICLE XIV -- Teacher Working Contract
 ARTICLE XVI -- Insurance
 ARTICLE XX -- Matching Annuity Program and Retirement

Section 21.6 Sections of the Master Agreement Not Applicable ECFE/SR teachers shall NOT be eligible for the following articles of the Master Agreement, which apply only to regularly licensed teachers:

ARTICLE XIII -- School District Operations,
 ARTICLE XVII -- Part-time Positions
 ARTICLE XVIII -- Non-Scheduled Hourly

Section 21.7 Hours of Service, Duty Day, Duty Week, and Duty Year The hours of service, duty day, duty week, and duty year for ECFE/SR teachers shall be as assigned by the School District and modified from time to time based upon the needs of the ECFE/SR program.

ARTICLE XXII -- CONFORMITY TO LAW

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

ARTICLE XXIII -- PUBLICATION

Within fifteen (15) days after this Agreement is reached by the parties, the School District shall prepare and electronically send a PDF copy of the Agreement to the Association for distribution to the employees, and for its own use. The School District will supply a paper copy to any employee upon request of the employee.

ARTICLE XXIV -- DOCUMENT AUTHORIZATION

IN WITNESS whereof the parties hereto cause this Contract to be signed by their respective representatives, attested by their respective chief negotiators and their signatures to be placed hereon, all on the day and year first written below.

SARTELL EDUCATION ASSOCIATION

SARTELL BOARD OF EDUCATION

BY _____

BY _____

President

Chairperson

BY _____

BY _____

Chief Negotiator

Chief Negotiator

DATE _____

DATE _____