

CONTRACT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 623

and

EDUCATION MINNESOTA-ROSEVILLE

2019-2020

2020-2021

**Contract Between Independent School District 623  
and Education Minnesota-Roseville 2019-2020/2020-2021**

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CONTRACT BETWEEN INDEPENDENT SCHOOL DISTRICT 623  
AND THE EDUCATION MINNESOTA-ROSEVILLE 2019-2020/2020-2021

ARTICLE ONE

PURPOSE

This CONTRACT is entered into between the School Board of Independent School District No. 623, Ramsey County, Minnesota, hereinafter referred to as the School Board, and Education Minnesota-Roseville, hereinafter referred to as EM-R, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers during the duration of this Contract.

ARTICLE TWO

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School Board recognizes Education Minnesota-Roseville as the Exclusive Representative of teachers, as defined in Article Three, employed by the School Board of Independent School District No. 623. The Exclusive Representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Contract.

Section 2. Authentic Collaboration

The Roseville School District and EM-R recognize the need for a creative new approach to EM-R /Management relations and more effective use of human resources in order to achieve the realization of the respective visions and missions of the stakeholders.

The School District and EM-R recognize the necessity of developing a cooperative problem-solving relationship between the School District and EM-R. The parties recognize that the success of Roseville Area Schools is fully dependent on its people. Hiring and retention of dedicated personnel is essential.

The parties believe that all people want to be involved in decisions that affect them, care about their jobs and each other, take pride in themselves and in their contributions and want to share in the success of their efforts.

The structure of Roseville Area Schools reflects certain basic principles, e.g., recognition of the stakes and equities of everyone in the organization; full participation by EM-R, the administration, and the school board on the district wide shared decision-making model; placement of authority and decision-making processes at the most appropriate level of the organization; and the free flow of information and clear definition of the decision-making process.

Authentic collaboration may be utilized on both current and long term decisions. The district and EM-R mutually agree to support (with resources) a training program to facilitate and develop more effective uses of authentic collaboration throughout the district.

Section 3. Appropriate Unit: EM-R shall represent all the teachers of the district as defined in this Contract and the PELRA, including those on leaves authorized by the School Board during the period of this Contract.

Section 4. Notice of Unit Designation: The School Board or its delegated agent shall forward to the Exclusive Representative, a list of licensed personnel hired or terminated from professional positions in District 623 within five working days of action by the School Board. This list shall be accompanied by a statement indicating whether or not the School Board or its delegated agent consider the newly appointed person as part of the appropriate unit as defined by the PELRA. The School Board or its delegated agent shall present a position responsibility write-up of a new licensed position to the Exclusive Representative, prior to hiring, with a designation related to the unit. Such position description when submitted shall be subject to the procedure below.

The Exclusive Representative shall have ten (10) working days to review the list, and to submit objections regarding the designation. Objections shall be stated in writing and related to the PELRA definition, and directed to the Human Resources Office within ten (10) working days of the notice. If the two parties cannot agree on the designation of the person as a member or non-member of the unit within ten (10) working days from receipt of the written objection in the Human Resources Office, the decision on the question of inclusion in the unit shall be referred to the Bureau of Mediation Services for a written decision. The person(s) in question shall have status in or out of the unit as designated by the Bureau effective the date of the person's employment. Such decision by the Bureau shall not be construed to mean that each benefit of the Contract shall automatically apply but denial of benefit shall be grievable.

- Section 5. Reports: On or before October 15th of each year, the Employer shall provide the Union with a report showing the names, addresses and telephone numbers of all employees in the bargaining unit. The report will also include the employee's full time equivalency (FTE) status, worksite location, and hire date. Quarterly updates of the report will be provided to the Union upon request. Such requests shall be filled within ten working days.

## ARTICLE THREE

### DEFINITIONS

- Section 1. Terms and Conditions of Employment shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the School Board's personnel policies affecting the working conditions of the employees, but it does not mean educational policies of the School District. The terms in both cases are subject to the provision of section M.S. 179A.07 of the PELRA regarding the rights of public employers and the scope of negotiations.
- Section 2. Teacher shall mean any person other than a superintendent or assistant superintendent, employed by the School District in a position for which the person must be licensed by the Board of Teaching or the State Board of Education or in a position as a physical therapist or an occupational therapist; and such employment does not come within the exceptions stated in sections M.S. 179A.03, subdivision 14, or defined in subdivisions 4 (confidential employee), 17 (supervisory employee), or 12 (principal and assistant principal) of PELRA of 1984, as amended.
- Section 3. School Day shall mean those days designated by the School Board on which students of District 623 are expected to attend school and parent conference days.
- Section 4. Duty Days shall mean those days on which teachers are contracted to perform services.
- Section 5. Extended Duty Days shall mean those days beyond the basic contract year on which teachers have agreed to perform services as designated by the School Board which are directly related and necessary to the successful completion of the 38-week assignment.
- Section 6. Working Day shall mean any day, Monday through Friday, January 1 through December 31, but shall not mean those days designated as major legal holidays by State Law.
- Section 7. Basic Contract Year shall refer to the sum of duty days and paid holidays as stated in this Contract.
- Section 8. Newly Hired Teachers: Teachers in initial contract year will be required to participate in the New Teacher Induction Program. The academy will require up to an additional forty (40) hours of induction activities. Participants will receive three (3) Board Credits for successful completion. The schedule and activities for the New Teacher Academy will be mutually agreed upon by Education MN- Roseville and the District.
- Section 9. Full-time Teachers: Full-time teachers are those licensed teachers employed at .75 FTE or greater and whose compensation is based on the teacher's salary schedule.
- Section 10. Part-time Teachers: Part-time teachers are those licensed teachers employed for an amount of time less than .75 FTE and whose compensation is based on the teacher's salary schedule.
- Section 11. Representative shall mean a person or persons designated by the School Board, Exclusive Representative, or an individual teacher, as per the PELRA to act in its or their behalf.
- Section 12. School District shall mean Independent School District No. 623, Ramsey County, Minnesota.
- Section 13. Meet and Confer shall mean the exchange of views and concerns between the School Board and the teachers.
- Section 14. Meet and Negotiate shall mean the performance of the mutual obligations of the School District and the Exclusive Representative of the teachers included in this appropriate unit to meet at reasonable times, including where possible meeting in advance of the budget making process, with the good faith intent of entering into an agreement with respect to terms and conditions of employment; provided, that by such obligation neither party is compelled to agree to a proposal or required to make a concession.
- Section 15. Temporary or Seasonal Employees shall mean casual substitutes or homebound teachers. The provisions of this contract shall not be applicable to persons whose employment status is as a temporary or seasonal employee.
- Section 16. Other Terms: Terms not defined in this Contract shall have those meanings as defined by the PELRA.

## ARTICLE FOUR

### RIGHTS AND OBLIGATIONS OF SCHOOL BOARD

- Section 1. School Board Managerial Rights: A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- Section 2. School Board Obligation to Meet and Negotiate: A public employer has an obligation to meet and negotiate in good faith with the Exclusive Representative of the public employees in an appropriate unit regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the public employer or its representative to agree to a proposal or require the making of a concession.
- Section 3. School Board Obligation to Meet and Confer: A public employer has the obligation to meet and confer with professional employees to discuss policies and those matters relating to their employment not included under terms and conditions of employment as defined in Article Three, pursuant to M.S. 179A.08 of the PELRA.
- Section 4. School Board Obligation to Exclusive Representative: The employer shall not meet and negotiate or meet and confer with any employee or group of employees who are at the time designated as a member or part of an appropriate employee unit except through the Exclusive Representative as certified for that unit in accordance with the PELRA.
- Section 5. Arbitration: An employer shall have the right to petition the director for arbitration under M.S. 179A.16, Subd. 1, of the PELRA, provided the Exclusive Representative or the employer has first petitioned the Director for Mediation Services as are available under M.S. 179A.15, of the PELRA.
- Section 6. Arbitrators: An employer may hire and pay for arbitrators desired or required by the provisions of the PELRA.
- Section 7. School Board Responsibilities: The laws of the State of Minnesota have vested in the School Board the full authority and power to manage, control and direct the operation of the school district and to adopt, modify, or repeal policies, rules and regulations for the school district. All such authority and power of the School Board shall continue unimpaired, except as limited by the specific provisions of this Contract.
- Section 8. Effect of Laws, Rules and Regulations: All employees covered by this Contract shall perform the teaching and extracurricular, student supervision and other services assigned by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the school district, insofar as such assignments, rules, regulations, directives, and orders are not inconsistent with the terms of this Contract.

## ARTICLE FIVE

### PART ONE: RIGHTS AND OBLIGATIONS OF TEACHERS

- Section 1. Right to Views: Nothing contained in this Contract shall be construed to limit, impair or affect the right of any public employee or their 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 is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative; nor shall it be construed to require any public employee to perform labor or services against their will.
- Section 2. Right to Join: Public employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Public employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the employer of such unit.
- Section 3. Right to Meet and Confer: In accordance with the PELRA, teachers as professional employees have the right, through their Exclusive Representative, to meet and confer with the School Board or designated representatives thereof regarding policies and matters not included under terms and conditions of employment as defined in Article Three.
- Section 4. Right to Meet and Negotiate: Roseville teachers included in this appropriate unit, through the certified Exclusive Representative, have the right and obligation to meet and negotiate in good faith with the School Board or designated representatives thereof regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the Exclusive Representative to agree to a proposal or require the making of a concession.

Section 5. Request for Dues Check Off: Teachers shall have the right to request and be allowed dues check off only for membership in EM-R, as Exclusive Representative. Initial authorization must be delivered to the Human Resources Office by EM-R as Exclusive Representative, not later than September 30<sup>th</sup> of each contract year, except that for teachers contracted after September 16<sup>th</sup> or teachers changing membership status, EM-R, as Exclusive Representative, shall have twenty (20) working days from date of employment or change in status to deliver such authorization. Such authorization shall continue in effect from year to year unless revoked in writing between June 1<sup>st</sup> and September 1<sup>st</sup> of each year. Subsequent to initial authorization, EM-R, as Exclusive Representative, shall notify the Human Resources Office not later than September 30<sup>th</sup> of each contract year of the amount of dues to be deducted from each member. Maintenance and accuracy of such authorizations shall be the responsibility of EM-R as Exclusive Representative. The authorized dues shall be deducted in sixteen equal amounts from the paychecks of the 15<sup>th</sup> and 30<sup>th</sup> of each month beginning with October 15<sup>th</sup> and ending with May 30<sup>th</sup>. In cases of termination or leave, deduction shall cease effective the pay period of termination or leave. All dues withheld shall be made payable only to the local organization.

Subd. 1. Teachers contracted for less than the full year shall be eligible to have dues deducted for EM-R, as Exclusive Representative, and for the number of months remaining to termination or May 30<sup>th</sup>, whichever comes first.

Subd. 2. Loss of Dues Check Off: The right of dues check off or proceeds therefrom shall not be allowed any local teachers organization that has lost its right to dues check off pursuant to M.S. 179A.19, Subd. 7, of the PELRA.

Subd. 4. Payment to Teacher Organization: The school district will pay EM-R as Exclusive Representative the amount of such deduction to which it is entitled within five (5) working days of the deduction on the 15<sup>th</sup> and 30<sup>th</sup> of the month and such payment to be accompanied by a list of teachers' names for which deductions were made except in emergency situations in the payroll department.

Section 6. Right to Arbitration: The Exclusive Representative shall have the right to petition the director for arbitration under M.S. 179A.16, Subd. 1, of the PELRA provided the Exclusive Representative or the employer has first petitioned the Director for Mediation Services as are available under M.S. 179A.15, of the PELRA.

Section 7. Right to Personnel Files: A teacher shall be notified when new material relating to the teacher's performance or letters from parents or students are to be placed in the teacher's personnel file and have five (5) working days to respond in writing to the Human Resources Office prior to placement of the material in the file.

Pursuant to M.S., 122A, Subd. 19, all evaluations and files, wherever generated, relating to each individual teacher shall be available during regular school business hours to each individual teacher upon 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; provided, however, a school district may destroy such files as provided by law. The District will adhere to M.S. 181.961 - Review of Personnel Record by Employee.

## PART TWO: RIGHTS OF EXCLUSIVE REPRESENTATIVE

Section 1. Organization Business: Representatives of EM-R, as Exclusive Representative, shall be permitted to transact official EM-R business on school property at reasonable times, provided that such business shall not interfere with nor interrupt normal school activities. All personnel not employed in the building being visited shall notify the building office of their presence. The principal may determine whether or not such business interferes with or interrupts normal school activities, and if it does, the principal may direct the participants to cease.

Section 2. Use of Equipment: EM-R, as Exclusive Representative, may use school equipment on school premises provided that such does not interfere with normal school activities or the discharge of regular duties. EM-R, as Exclusive Representative, will bear full cost of labor, materials, and supplies used, and will submit a report of such use to the building principal or the representative of the School Board following such use. The principal may determine whether or not such use of equipment or supplies interferes with or interrupts normal school activities, and if it does, the principal may direct such use to cease.

Section 3. Communication Facilities: EM-R, as Exclusive Representative, may post notice(s) related to the business of EM-R in the faculty area(s) and in a fifteen square foot space accessible to all teachers designated for such purpose by the building principal. EM-R, as Exclusive Representative, may use school mail boxes to distribute normal organization literature and materials. Normal organizational literature shall not include literature endorsing specific candidates involved in local, state, or national elections unless the elections are solely concerned with the Exclusive Representative. All bulletins and materials distributed through district mails or placed in teacher's mailboxes by EM-R are to be identified with the name of at least one (1) person responsible for material affixed, limited to one (1) publication per day, and one (1) copy shall be sent to the Superintendent and the building principal.

- Section 4. Use of Buildings: EM-R, as Exclusive Representative, after a minimum of six (6) hours written notice and approval by the building principal or authorized representative of the School Board, may use school buildings for meeting purposes. Such use shall not interfere with a previously scheduled school or community activity. EM-R, as Exclusive Representative, shall notify the principal of the meeting space requested and the number of any guests to be invited. The use of such buildings shall be at no cost to the Exclusive Representative provided that additional custodial or other services are not required. Where the principal determines that additional custodial or other services are required, they shall inform EM-R representative in advance indicating estimated cost for such use.
- Section 5. Public Information: Information available to a resident of District 623 or a governmental agency shall be made available within a reasonable time to EM-R, as Exclusive Representative upon written request. Cost of duplication of such copies shall be borne by the Exclusive Representative.
- Section 6. Official Business of the Exclusive Representative:
- Subd. 1. EM-R, as Exclusive Representative, shall have bi-annual business leave of up to a total of one hundred twenty (120) days. Such leave shall not accrue. Use of such leave may be made upon written application by the EM-R President to the Superintendent or their delegated agent at least three (3) working days in advance and shall be granted provided that a substitute is available. The one hundred twenty (120) days shall be billed at the current actual rate paid the substitute. Such leave shall not be deducted from sick/emergency or personal leave and the cost of the substitute shall be reimbursed to the district by the Exclusive Representative.
- Subd. 2. EM-R shall have the equivalent of a .5 FTE leave in order to conduct the business of the organization. EM-R will notify the district of the leave determination no later than March 1. The teaching assignment held during the term of office will be the same as they held the year(s) prior to being elected unless that assignment no longer exists within the school district or unless the assignment is changed for the term of the leave by mutual agreement. The district will pay the salary cost of the .5 FTE leave.
- Section 7. Release Time for Meetings:
- Subd. 1. The representatives of EM-R as Exclusive Representative shall not have deduction of pay or accumulated leave for negotiation meetings with School Board representatives if such meetings are held during the normal teacher duty day.
- Subd. 2. In the event that mediation or interest arbitration are a necessary part of the contract renewal process and are conducted during the duty day, EM-R, as Exclusive Representative, shall not have deduction of pay or accumulated leave for these meetings for attendance by the Exclusive Representative's chief spokesperson and two other members of EM-R.
- Subd. 3. Meet and Confer and Contract Review meetings may begin during the duty day provided the beginning time is mutually agreed upon and that none of the teacher representatives of the Exclusive Representative who are participating in such meetings will have an interruption of any assigned instructional or supervisory activities.
- Section 8. Individual Contracts:
- Subd. 1. Upon request, a copy of each individual's contract will be sent to EM-R as Exclusive Representative when the person is hired or the contract is changed.
- Subd. 2. Any financial arrangements with individual teachers will be subject to final sign off by the Exclusive Representative.

## ARTICLE SIX

### COMPENSATION

#### PART ONE: SALARY PROVISIONS

- Section 1. Salary Notification: Teachers may check their employee access account to view salary information. Contact the payroll department if you need your login or password.
- Section 2. Status of Salary Schedules: Once employed, teachers shall be compensated in accord with the provisions of the Contract concerning recognition of credits and degrees.

Section 3. Salary Schedule(s): The basic salary schedule(s) set forth in Appendix A shall be a part of this Contract and effective for the year(s) indicated.

Section 4. B.A. Lane Adjustment: Teachers who have not progressed to the BA+15 lane shall not advance beyond step 7 on the salary schedule.

Section 5. Salary Payments: Teachers contracted for the basic contract year may elect to be paid in one of the following options—such election must be made before September 1<sup>st</sup> and may not be changed during the school year.

A. 24 PAY OPTION

Eighteen (18) payments of 1/24 and one (1) payment of 6/24 June 15th.

B. 20 PAY OPTION

Eighteen (18) payments of 1/20 and one (1) payment of 2/20 on June 15th. Pay for extra duties completed between May 30 and the last duty day will be on June 30. In the event payroll deductions are necessary for the period between May 30 and the last duty day, the final check for these individuals will be issued on June 15.

C. YEAR ROUND PAY SCHEDULE

Twenty Four (24) payments of 1/24 for teachers operating under the year round calendar.

Salaries shall be paid on the 15th and 30th beginning with September 15 of the contract year. In the event the 15th or the 30th falls on the weekend or on a holiday, payday shall be on the preceding working day. Working day is as defined in Article Three, Sec. 6 of this contract.

No early pay options shall be permitted.

Section 6. Daily Rate of Pay: For all purposes, the daily rate of pay shall be 1/193 times the basic contract salary for 2019-20 and 2020-21. The teacher's annual basic contract salary is derived from Appendix A, unless specified otherwise in this Contract. A half-day deduction shall be one half of the daily rate of pay.

Section 7. Hourly Pay Provision: Pay for activities with hourly pay provisions and for teachers using preparation or planning hours to supervise a class shall be included in the regular checks within twenty-five (25) working days of performance of duties and submission of time sheets to the school office or supervising administrator.

Section 8. Annuity Agreements: The School Board shall purchase a tax sheltered annuity or annuities for teachers electing to have their salaries reduced according to the salary reduction agreement signed by the teacher and according to provisions of the Internal Revenue Service. The School Board shall not assume liability for nor make a contribution greater or less than the sum elected to be reduced. New salary reduction agreements or changes in existing agreements may be made in any month provided that:

1. Authorization forms are received by the Human Resources Department by the first (1st) day of the month preceding the month when the reduction is to take effect.
2. The reduction does not violate state or federal tax laws.
3. Such reduction shall be automatically renewed unless canceled in written form or on termination of employment.

Section 9. Extended Assignment: All extended assignments requiring duty days beyond the basic contract year must be pre-approved by the supervising administrator. The paid hourly rate shall be 1/8 of 1/193 times the basic contract salary for 2019-20 through August 28, 2020. For 2020-21, the hourly rate shall be 1/8 of 1/193 times the basic contract salary through August 24, 2021. This provision shall not include programs under Community Education or given a Development rate.

Section 10. Development Rate: Licensed staff shall be compensated for additional work outside the duty day as pre-approved by the supervising administrator. Some examples of additional work may include curriculum writing, professional development, and/or other areas of programmatic development. The approved rate shall be \$22.88 through August 28, 2020 and \$23.34 through August 27, 2021.

Section 11. Summer School: Teachers shall be compensated for employment in the summer school program at \$27.00 per hour. In addition, one-half hour of preparation time will be paid for each two hours taught. Teachers who agree to teach classes in the special education extended school year, shall be compensated the rate of \$29.00 per hour.

Out of School Time Teaching: Teachers shall be compensated for employment in Targeted Services or after school teaching at the rate of \$24.00 per hour.

Section 12. Field Trips: Rates for approved field trips shall be as follows:

- A. For field trips beyond one day, a stipend of \$100 will be paid to a teacher for each night the teacher is working as a result of a field trip that extends beyond a \*regular paid day.
- B. A stipend of \$150 will be paid to a teacher for each day the teacher is accompanying students on an approved field trip for which they are not receiving \*regular pay.
- C. A lead teacher stipend is available to a teacher who assumes lead responsibilities for planning and supervision for field trips that extend beyond one day. A lead teacher is usually one teacher who takes the lead in planning and preparation and also takes the lead during the trip when decisions are needed
  - \$150 for trips of 2 - 4 days
  - \$250 for trips of 5 - 9 days
  - \$350 for trips of 10 or more days

\*Regular paid day means a contract day and regular pay means additional pay related to an extra-curricular activity such as athletics or activities, e.g., coaches pay.

Section 13. Combination Grades: Elementary teachers (1-6) who have assignments of split-grade classrooms (excluding special education) shall be paid an additional \$1,000 annually.

Section 14. Substitute Compensation for Licensed Staff:

Subd. 1. Prior to mandatory assigning, the principal will seek volunteers (paid at the rates listed below) from the teaching staff who are willing to substitute in some or all departments, using the following process.

- a) Principal or designee will put out a list at the beginning of the year seeking volunteers willing to occasionally give up prep time to sub.
- b) Building secretary will put out a daily list of unfilled positions seeking volunteers.
- c) As a last step, principal will assign on a rotational basis. All licensed teachers will be included in this process.

Teachers volunteering or mandated to give up their prep time will be compensated at the sub rate listed below:

\$40 per hour for ECSE, Elementary, and RAHS/FAHS (pro-rated by the number of minutes)  
\$36 per class for Parkview 7/8 and RAMS

Subd. 2. A classroom teacher, who volunteers or is assigned by the principal to add students from an additional class to their existing student load, will be paid one hour at the rate listed below for each half day assigned.

- One-half an additional classroom = 50% hourly sub pay
- One-third an additional classroom = 33% sub pay
- Less than one-third of an additional classroom = no sub pay

Section 15. Additional Secondary Class Compensation: A full time teacher who agrees to accept an additional class during the preparation period shall be compensated as follows: building FTE designation located in appendix 7-F multiplied times his or her daily rate of pay derived from Appendix A for the duration of this assignment.

Section 16. Part-Time Teachers: Part-time teachers will receive pay in a manner that makes the staffing FTE, the hours worked, and the salary consistent. For example if a teacher is staffed at .6 FTE, they could be assigned up to 180 minutes of student contact time, they would be working 4.8 consecutive hours per day and paid .6 salary.

This would be divided into the following time allocations:

- A. 180 minutes student contact time as defined in the contract.
- B. 108 minutes instructional management time as defined in the contract.

Part-time teachers who are requested by the principal to substitute for a regular teacher shall be compensated at their hourly rate for each period of instruction.

Hours per day worked in part-time assignments will be contiguous. If a part-time position can not be scheduled in a contiguous manner, then a mutual agreement between the administrator, teacher, and EM-R may be reached to allow the non-contiguous schedule.

Section 19. Traveling Teachers: Teachers who are assigned to more than one school district building in a single day shall be paid at an annual rate of \$1,500 per school year. This amount shall be pro-rated for those teachers who do not travel every day; i.e., one (1) day per week: 20% x \$1,500, two days per week: 40% x \$1,500. This does not include occasional travel.

Section 20. National Board of Professional Teaching Standards Certification:

Subd. 1. For teachers participating in the National Board of Professional Teaching Standards Program, the district will pay up to one-half of the cost of the program when the teacher enters the program. Upon completion of the program, the district will reimburse the teacher for the remaining one-half of the cost. The teacher must continue employment in the district for at least one (1) year after completion of the program or will be required to reimburse the program costs. If a teacher completes the process but does not qualify for certification, the district will reimburse the teacher for the cost of retaking sections up to a maximum of \$1,000.

Subd. 2. Upon certification by the National Board of Professional Teaching Standards Program, the teacher will move one lane on the salary schedule. If the teacher is already on the Spec/PhD lane, \$1,500 will be added for each year during the length of certification. If at any time a teacher's Board certification expires, placement on the salary schedule will revert one lane.

Subd. 3. For teachers renewing the National Board of Professional Teaching Standards Certification, the district will provide reimbursement for the board renewal certification fees upon successful completion of the renewal process.

Section 21. Professional Certifications:

Teachers with the following Certificates will move one lane on the salary schedule. If the teacher is already on the specialist/Ph.D. lane, \$1,500 will be added for each year during the length of certification. If at any time the teacher's certification expires, placement of the salary schedule will revert one lane. Teachers eligible for this section are:

- Speech Clinicians who achieve the ASHA's Certificate of Clinical Competence.
- Social Workers who achieve the License for Independent Clinical Social Work (LICSW.)
- Occupational Therapists who achieve the American Occupational Therapy Association Board Certification in the area of pediatrics.
- Physical Therapists who achieve the American Physical Therapy Association Specialist Certification in the areas of pediatrics, neurology, or orthopedics.

Section 22. Step Movement: Teachers must have 90 paid days in any given school year, at their full FTE to receive step movement for that school year. This excludes Military Leave, Legislative and Sabbatical Leaves.

## PART TWO: EXTRA-CURRICULAR COMPENSATION

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in the schedule set forth in Appendix B and C shall be a part of this Contract.

Section 2. New or Modified Positions: In the event the School Board, or its delegated agent, shall authorize for Appendix B or C the creation of a new position, or the modification of job responsibilities for a current position presently found on Appendix B or C, for which extra compensation is provided, the School Board, or its delegated agent, shall notify Education Minnesota-Roseville, as Exclusive Representative, within five (5) days of such authorization of the position and/or job responsibilities. Education Minnesota-Roseville, or its delegated agent, shall then begin negotiations to determine the compensation for employment in such position. The negotiations shall culminate in a written agreement, signed by the parties.

## PART THREE: PLACEMENT ON SALARY SCHEDULE

Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher at the appropriate position on the salary schedule:

Section 1. Present Salary: The rules contained herein relating to placement on the salary schedule shall not deprive any teacher of any salary or credits already recognized and being paid for at the time of signing of this Contract.

Section 2. Experience Recognition for Entry Placement on Salary Schedule: Experience which a teacher has had in District 623 or other school systems or in other fields of employment may be recognized for placement on the salary schedule as specified herein:

- Subd. 1. Teachers whose first year of employment starts prior to February 1<sup>st</sup> shall receive a full year of credit on the salary schedule if hired back the following year. Teachers whose first year of employment starts after February 1<sup>st</sup> shall not advance a step on the schedule if hired back the following year.
- Subd. 2. Effective July 1, 1998, in no case may an individual be placed higher on the salary schedule than on actual experience allowed except when mutually agreed upon by the EM-R and the School Board or its representatives.
- Subd. 3. Effective March 1, 2012, teachers initially employed in District 623 will be granted up to four (4) years of related experience and 50% per additional year up to a max of seven (7) years total. Additional odd-year increments beyond the initial four (4) will be rounded up.

Section 3. Military Experience: Teachers with military experience shall receive experience credit on the salary schedule for the time spent on active duty in the Armed Forces, as follows:

- A. Nine to twelve months of such active duty to be considered a full year;
- B. Six to eight months to be considered one-half year;
- C. Less than six months considered no experience.

Experience credit for military service shall not exceed three years.

Section 4. Work Experience: Work experience related to assignment shall be evaluated and credited only at the times of initial employment, or reemployment in District 623 after more than three consecutive basic contract years have elapsed since termination of employment, except as outlined in Subd. 5.

- Subd. 1. The work experience shall have been for a full calendar year.
- Subd. 4. Work experience shall be directly related to the teacher's assignment in District 623 as determined by the appropriate district administrator and principal.
- Subd. 5. Teachers employed in District 623 shall receive credit for work experience necessary for regular vocational licensure when required by the Superintendent or their delegated agent and the teacher is assigned in an approved vocational program. One-half year experience credit on the salary schedule shall be given for each 2,000 hours of work experience required for the particular vocational license needed for the assignment. This provision shall not apply to those already at maximum experience credit on the salary schedule and no teacher shall receive double credit for work experience.

Section 5. Teacher Returning to the Employment of Independent School District 623: A teacher signing a contract with District 623, after resignation or retirement, shall retain their placement on the salary schedule and the unused sick/emergency leave accumulated from previous years if the signing occurs within three consecutive basic contract years after resignation or retirement.

#### PART FOUR: LANE ADVANCEMENT

Section 1. Course Approval: The provisions of this section refer to the recognition for credit on the salary schedule of those credits which are not part of an advanced degree program or specialist program on file.

- Subd. 1. Credits: Credits which are related to classroom responsibilities shall be approved for credit on the salary schedule upon written application. In the event that credits are not approved, the teacher shall be notified within five working days of receipt of submission of the application to Human Resources. Such decision shall be grievable.
- Subd. 2. Credits Not Related: Credits not related to classroom responsibilities shall be considered on an individual basis, after written application to Human Resources. In the event the credits are not approved, the teacher shall be notified within five working days of receipt of submission of the transcript by Human Resources.
- Subd. 5. Credits of Audit or Visitor: Credits of "audit" or "visitor" shall not be acceptable for lane change on the salary schedule.

Subd. 6. Credits of Satisfactory or Passing: Credits of "satisfactory" or "passing" shall be acceptable for courses taken with prior approval.

Subd. 7. Credits approved by the School Board (Board Credits): Credits shall be accepted upon receipt of certificate of successful completion. Teachers are allowed 15 board credits toward lane advancement beyond an earned BA Degree, and again 15 new board credits beyond an earned MA Degree, and 15 new board credits beyond an earned DR/Specialist Degree. In order for board credits to be applicable a teacher must have actually earned a B.A., M.A., or Specialist/Doctorate degree to be eligible for advancement. If the teacher is already on the specialist/Ph.D. lane, \$1,500 will be added to their salary.

Section 2. Advanced Programs: Advanced programs shall be those for Masters, Specialist or Doctorate degrees, or Specialist certificates issued through a specific college or university program, in areas related to teaching, guidance or media responsibilities. Degrees not related to these areas shall be recognized only as approved by the School Board or its delegated agent. Lane changes may be granted during the time the advanced program is being worked on prior to completion. For example, if working toward an MA, lane changes can occur at various intervals, BA to BA +15 or BA +30, etc., provided that the updated official transcripts, and application for lane change are submitted to Human Resources. Credits in programs not related to teaching responsibilities may be considered on an individual basis, as provided in Section 3.

Section 3. Credits Beyond the Master's Degree: Credits beyond the Master's degree, to be applied for credit on the salary schedule, shall be completed with a grade of "B" or "Passing" and an official transcript must be furnished.

Section 4. Application for a Lane Change:

To apply for a lane change, please submit the 'Lane Change Application Form' (available on the HR webpage) and a copy of your transcript(s) and/or Board Certificates to Human Resources. Applications shall not be considered valid or effective unless accompanied by an official transcript bearing evidence of the completed credits or degree program. Electronic transcripts are deemed official only if they are received from a third-party administrator.

Note: The District uses a system of quarter-credits for lane advancement. One semester credit is equal to one and one-half quarter credits. Board credits transfer in as one-to-one.

Lane change applications will be effective the date all materials are approved by HR and will begin ~~for~~ the next payroll period, ~~and~~ pro-rated for the remainder of the school year.

## ARTICLE SEVEN

### GROUP INSURANCE

Section 1. Medical Insurance:

Subd. 1. The School Board shall contribute up to the following amounts for Medical Insurance:

District Monthly Medical Contribution	2019-2020	2020-2021
Dependent Coverage (.75- 1.0 FTE)	\$1648.83	\$1648.83
Dependent Coverage (.50-.74 FTE)	\$850.03	\$850.03
Single Coverage (.75-1.0 FTE)	\$787.60	\$787.60
Single Coverage (.50-.74 FTE)	\$787.60	\$787.60
Single Coverage (.35-.49 FTE)	\$648.22	\$648.22

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Effective April 1, 2020, staff may only enroll in the high deductible medical plan. When enrolled, the district would contribute toward the cost of insurance premiums and also fund a VEBA spending account to be used to help pay deductibles and other out of pocket expenses.

Subd. 3. In the event that a change in existing benefits for carrier is considered, EM-R as Exclusive Representative, shall be given a minimum of sixty (60) working days' notice and the matter referred to the Insurance Committee.

Subd. 4. An employee who chooses not to participate in the District insurance plans shall forfeit any right to monetary gain in lieu of an insurance premium.

Section 2. Dental Coverage: The School Board shall contribute up to the following amounts for Dental Insurance:

<b>District Monthly Dental Contribution</b>	<b>2019-2020</b>	<b>2020-2021</b>
Dependent Coverage (.75- 1.0 FTE)	\$40.00	\$40.00
Single Coverage (.75-1.0 FTE)	\$40.00	\$40.00
Single/Dependent Coverage (.35-.74 FTE)	\$15.00	\$15.00

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 3. Long Term Disability: The School Board shall provide income protection on a 70% plan form for teachers contracted for thirty (30) hours or more per week. Other income paid to the disabled employee may reduce benefit payments made by the LTD insurance company. See also Article Thirteen, Section 1, Subd. 8.

Section 4. Life Insurance:

Subd. 1. The School Board shall provide \$50,000 of group term life insurance coverage per teacher contracted for (30) hours or more per week. Teachers working fourteen (14) hours or up to thirty (30) hours per week shall be eligible to participate in the life insurance program at the employee's expense through payroll deduction.

Subd. 2. The School Board agrees, if such option can be obtained, to secure an additional fifty (50) thousand dollars of voluntary supplementary group term life insurance at the expense of the teacher. The availability of such coverage shall be subject to all terms and conditions imposed by the carrier. In no event shall such voluntary supplementary coverage increase the premium for the basic coverage provided by the School Board.

Section 5. Liability: The School Board shall provide professional legal liability coverage to state required limits for each licensed employee.

Section 6. Worker's Compensation Insurance: The School Board shall carry worker's compensation insurance on all teaching employees in case of injury or accident while on school business, in the school room or elsewhere. When worker's compensation insurance payments to the employee have started, the employee will remain on the payroll, with the difference between the worker's compensation check and their salary charged to their sick leave until such sick leave is exhausted. The teacher will keep the worker's compensation check, and the school district will adjust the salary and sick leave accordingly.

Section 7. Extension of Insurance Protection: In the event a teacher, absent because of illness or injury, has exhausted sick leave, and subsequently qualifies for long-term disability (LTD) coverage, the health and hospitalization medical insurance, life insurance, and income protection LTD insurance shall continue in effect in accordance with the provisions contained in the master agreements with the carriers for the period of LTD eligibility.

Clarification: if the teacher remains in a disabled condition, there is a "waiver of premium" that will pay for medical insurance premiums. There is also a "waiver of premium" provision for term life insurance, following the date of approval for LTD. In order to be eligible for the waiver of premium, the employee must have been enrolled in medical insurance and/or life insurance at the time of approval for LTD.

If, however, the "waiver of Premium" provisions are eliminated from the master agreement with the carrier, then the district will pay the medical and life insurance premiums for up to twelve months following the date of approval for LTD. After twelve months of district payments, the teacher may continue coverage at their expense, based on provisions contained in applicable state and federal statutes.

Subd. 1. After cessation of employment and in accordance with state statutes and the provisions of the insurer, disabled teachers may elect to continue participation in insurance programs for the period of disability, according to provisions of the master agreement. However, once eligibility for LTD continuation ceases, continued medical insurance coverage would be based upon the provisions contained in applicable state and federal statutes.

Subd. 2. In accordance with state and federal statutes and provisions of the insurance programs, surviving dependents of a deceased eligible employee may elect to continue participation in the medical insurance provided the surviving dependent(s) pay the full premium.

Section 8. Insurance Committee: An Insurance Committee that will include representatives of EM-R shall meet to study group insurance problems and opportunities and to advise the school district regarding the same.

Section 9. Long Term Substitute Insurance Eligibility: When the duration of a long term sub assignment is known to exceed 60 paid days, then the long term sub becomes eligible for benefits when the assignment begins. When the duration of a long term sub assignment is unknown and subsequently becomes known to exceed 60 paid days, then the long term sub becomes eligible for benefits at the time the assignment duration becomes known to exceed 60 paid days or when the duration exceeds 60 paid days.

## ARTICLE EIGHT

### REIMBURSEMENT OF APPROVED EXPENSES

Section 1. Professional Activities: Teachers who are entitled to reimbursement of expenses for professional activities shall be reimbursed for approved expenses with appropriate receipts within fifteen (15) working days of proper submission to the Business Services Office at the District Center.

Section 2. Materials Purchased: Teachers purchasing materials and/or supplies with the advance written approval of their principal or supervising administrator shall be reimbursed within fifteen (15) working days upon submission of an appropriate receipt of purchase to the principal.

Section 3. Mileage: Mileage shall be paid to teachers traveling between assigned schools and other assigned duties as approved by the supervising administrator at the rate identified by IRS guidelines.

Section 4. Reimbursement under this Article shall be by direct deposit.

## ARTICLE NINE

### SCHOOL YEAR

Section 1. Calendar: Pursuant to M.S. 120A.40 and the following provisions, the School Board shall, prior to April 1 of each school year, adopt the school calendar for the next school year. The teacher 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 has determined to conduct school pursuant to such authority.

Section 3. Individual Calendar: For teachers working a nine month calendar but with duties that occur during the non-school months or for teachers assigned to sites with different calendars (nine month and twelve month calendars), individual calendars will be created. Said calendars shall be mutually agreed upon between the teacher and the District. Requirements regarding paid days, student contact days, workshop days, holidays, etc. will remain the same as outlined in the master contract.

Section 4. Emergency Closings: In the event of a school day or workshop day lost for any emergency, the teacher shall perform duties on that day or other such day, if any, in lieu thereof as the School Board or its delegated agent shall determine. In the event that a school day or workshop day is canceled due to severe weather, teachers shall not be required to report for duty on that day. Should a teacher be on leave on a day when an emergency closing occurs, the leave shall not be processed.

Section 5. Basic Contract Year 2019-2021  
Returning Teachers

187	Duty Days (183/187 reporting days - 4/187 for family engagement activities outside of the duty day)
<u>6</u>	Paid Holidays
193	Basic Contract Days

In addition, teachers hired in their initial contract year may be required to work additional days as a part of the district's New Teacher Induction Program. Participation in the New Teacher Induction Program will receive three board credits.

- Section 6. Paid Holidays: The six paid holidays shall include: Labor Day, Thanksgiving Day and the Friday following, Memorial Day, and two (2) additional days after January 1. School may be conducted on any of the following holidays: Lincoln's and Washington's Birthdays (President's Day), Columbus Day, Veterans' Day, and Martin Luther King Jr. Day.

## ARTICLE TEN

### HOURS OF EMPLOYMENT

- Section 1. Teacher Duty Day: The duty day for full-time teachers, including lunch, shall be eight hours. The eight hours shall normally consist of up to five (5) hours of assigned student contact and two and one-half (2-1/2) hours of instructional management time.

- Section 2. Assigned Student Contact: Shall be defined as time when the teacher is working with an assigned class, individual or small group learning activity. It also includes the time between regular classes such as passing time, other transitional activities and other activities as enumerated below.

- A. Examples of appropriate Assigned Student Contact (may occur outside of the student contact time) are:

1. Department/Grade Level Discussions
2. Office Hours
3. Resource Room

- B. Student Contact Time (not used during the five (5) hours of Assigned Student Contact) may be assigned as determined by the building administration in authentic collaboration with the teaching staff. If consensus is unable to be reached, then the affected staff member may agree to a one year reduction of FTE to reflect actual minutes taught in that year. Staff member's FTE entitlement will return to the previous FTE entitlement for the following year.

- Section 3. Instructional Management Time: Shall be defined as the hours of the duty day outside of designated prep time, student contact time and duty free lunch. This time is designated to address the responsibilities of the teacher which contribute to the school as a whole, to their instructional effectiveness, communications with students, parents and colleagues and carrying out school board policy.

Examples of work responsibilities are:

1. Lesson preparation
2. Evaluation of student work
3. Materials preparation
4. Conferences/Office Hours
  - a. Students who need extra help
  - b. Parent contacts
5. Data management/record keeping
6. Professional meetings
  - a. Contact with student service providers such as special education, gifted and talented, etc.
  - b. Committee work
7. Staff development (including making up missed professional development activities)
8. Staff meetings
9. Collaboration
  - a. Department/Grade Level discussions

- Section 4. Preparation Time: Teacher preparation time shall be defined as a block of time during the student contact day for the teacher to prepare for their teaching assignments. The teacher shall not be responsible for classroom, building or meeting activities during preparation time. Preparation time for special education staff will not include formal evaluation of students.

Within the student day, for every twenty-five (25) minutes of instructional time, five (5) additional minutes of preparation time shall be provided licensed teachers. Preparation time shall be provided in one or two uninterrupted blocks of time during the student day. Creative implementation for teacher preparation time may be developed by mutual agreement between the building administration and the building licensed teaching staff.

Examples of work responsibilities may include but are not limited to:

- a. Lesson preparation
- b. Evaluation of student work
- c. Materials preparation
- d. Teacher initiated team collaboration

EM-R and the district mutually agree that under certain circumstances, the need may arise to schedule Professional Learning Community time (PLCs) during preparation time. This practice will be considered acceptable if both building principal and the affected PLC team agree.

#### Elementary Teacher Preparation Time

1. Teachers must receive at least 5 minutes of preparation time, within the student day, for every 25 minutes of contact time. Three hundred minutes of contact time per day would require 60 minutes of preparation time.
2. If teachers average 1500 minutes of student contact time per week, they must also average 60 minutes of preparation time per day or 300 minutes per week.
3. Each teacher should have a minimum of one uninterrupted 30 minute block of preparation time per day. On days that have more than 30 minutes of prep time, the prep time will be provided in one or two uninterrupted blocks of time.

See Addendum 6-C for additional information on elementary preparation time.

Section 5. Compensatory Time: Teachers in buildings which participate in regularly scheduled evening parent-teacher conferences, and who are required to conduct such conferences for which compensation is not provided, shall receive compensatory time. If teachers with multiple buildings assignments attend parent-teacher conferences with approval of respective building principals, compensatory time shall be provided. Compensatory time may be taken only during those times when the teacher is not regularly scheduled to fulfill instructional or supervisory responsibilities and with the approval of the supervising administrator. One (1) hour of compensatory time will be allowed for each hour of excess service.

Teachers who are required to attend district meetings called by the appropriate director, other than an early release day, which lasts beyond the normal duty day shall be eligible for compensatory time corresponding to the amount of time the district meeting extends beyond the normal duty day. This provision also applies to IEP meetings that extend beyond the normal duty day. The compensatory time shall be taken within four (4) weeks of the date the meeting occurred and may be taken only during those times when the teacher is not regularly scheduled to fulfill instructional or supervisory duties.

Principals/Supervisors may also request to schedule IEP meetings that are scheduled to start outside of the duty day, with mutual agreement of the employee, which will be compensated at the development rate for licensed staff. For IEP meetings that start during the duty day and exceed the duty day by 30 minutes or more, the teacher will have the option of timecarding at the development rate or compensatory time.

Section 6. Elementary Specialists: Elementary Art, Physical Education, World Language and Music Specialists shall be assigned a maximum number of 290 minutes of student contact time per day. Specialists will receive the same amount of prep-time as other licensed teachers. In addition, one (1) ten (10) minute break per day shall be provided between scheduled classes. Number of class periods and length of time will be agreed upon by the specialists and principals within the framework described in this section.

Section 7. Duty-Free Lunch: Each teacher shall have a thirty (30) minute duty-free lunch period per day. Teachers who leave their building during this time shall notify the building office before leaving.

Section 8. Duty During Lunch: A teacher volunteering for duty during their duty-free lunch shall be compensated for the service they perform at the rate established in Appendix B for that service, prorated up to thirty (30) minutes.

Section 9. Place of Duty: No teacher shall be away from their place of duty during the hours of assigned instructional purposes or additional activities except as approved by the supervising administrator. Teachers who need to leave the place of duty during the hours of preparation time shall notify the supervising administrator through the procedure established in the building.

Section 10. Responsibility to Students Beyond the Basic Duty Day: Teachers shall remain on duty until students under their supervision have left the building or are under the supervision of another teacher.

- Section 11. Exceptions: Individual exceptions to these rules and regulations may be approved by the principal or supervising administrator.
- Section 12. Traveling Teachers: Full-time elementary and secondary teaching specialists who daily travel between buildings shall be provided with preparation time equivalent to other teachers and a duty-free lunch period, and shall not be required to use such time for travel.
- The normal teaching load for full-time secondary classroom teachers who travel between buildings shall not exceed 300 minutes of student contact time as defined in Article Ten, Section 1.
- Section 13. School Day Structure: Until mutually agreed upon by a building committee, the existing structure of the student day at each school shall remain the same. Any significant changes to the conditions of employment as a result of committee recommendations shall be negotiated with EM-R.
- Section 14. Elementary Reporting Days: The equivalent of one (1) full elementary staff development day prior to the first reporting day will be designated as teacher work time to prepare report cards and conference materials. The equivalent of one (1) day after the first reporting day and prior to the second reporting day will be designated for the same. Teachers may choose to complete this work remotely.
- Section 15. Secondary Reporting Days: The equivalent of one (1) full prep day will occur following the end of the first trimester, and before the start of the second trimester. The equivalent of one (1) full day of prep will occur following the end of the second trimester, and before the start of the third trimester. Teachers may choose to complete this work remotely.

## ARTICLE ELEVEN

### ADDITIONAL ACTIVITIES

- Section 1. Definition of Activities: Additional activities shall be those school activities carried out beyond the basic duty day obligation as mutually agreed by the teacher and the supervising administrator or as assigned by the School Board or its delegated agent.
- Section 2. Pay for Additional Activities: Teachers shall be paid for additional activities mutually agreed to or assigned at the rates established in Appendixes B and C.
- Section 3. Assignment to Additional Activities:
- Subd. 1. Additional activities whether extra-curricular, co-curricular or supervisory, assigned to a teacher shall not exceed a reasonable share of such assigned activities normally carried on at the building level.
- Subd. 2. Teachers requesting a one-season leave from an assigned additional activity shall submit the request in writing to their building principal on or before February 1 of the school year immediately preceding the school year in which the leave is requested to be taken.
- This type of leave shall only be approved once every five (5) years. The teacher on this leave agrees that they shall resume the duties of the additional activity for the season immediately following the leave. In the event that more than one teacher assigned to an additional activity in the same building applies for a leave for the same season, the leave will be approved for the teacher with the greatest seniority in the activity.
- Subd. 3. The additional activities of extra duties, cafeteria duty, and summer recreation shall not be compulsory and will be paid at the rates established in Appendix B.
- Section 4. Teaching Staff Meetings: The administration shall make reasonable effort to see that teaching staff meetings and required workshops shall be held during the hours of the duty day.
- Section 5. PTA Meetings: PTA meetings should be recognized by members of the licensed teaching staff as a professional responsibility. Attendance at PTA meetings will not be mandatory. Licensed teachers will make a reasonable effort to attend the annual Fall Open House in their building. A licensed teacher, not able to attend the annual Fall Open House, will make a reasonable effort to inform the building administrator.

## ARTICLE TWELVE

### SEVERANCE PAY

Section 1. Severance Pay: The School Board shall provide severance pay to teachers who were hired prior to July 1, 1989 and retire from teaching in District 623 according to the following provisions:

- Subd. 1. Teachers who resign after teaching a minimum of fifteen (15) full time\* consecutive years in District 623 and who become at least 55 years of age on or before the August 31 prior to their first early retirement year, shall receive severance pay up to a maximum of 120 days pay based upon the last basic contract year in which the person was employed and subject to the formula provided in subdivisions 3 and 4. Teachers who otherwise meet the requirements in this subdivision, but whose fifteen full time years of service have been interrupted by any approved leave will be eligible under this section only if they complete fifteen (15) full years of service. \*Full time is defined to be at least .75 FTE.
- Subd. 2. Teachers wishing to retire early shall submit written notice of their intent to the Superintendent or their delegated agent on or before February 1, of their final school year of employment.
- Subd. 3. If unpaid leave is granted and the teacher retires while on leave status, the severance and benefits that are in place at the time of retirement will be granted but will be paid on the basis of the insurance rate and salary from the last year of active employment.
- A teacher on leave may enroll in medical insurance due to a qualifying life event or during the open enrollment period preceding retirement.
- Subd 4. The combined total number of severance pay days shall not be greater than 120.
- A. Eligible teachers, upon early retirement, shall receive as severance pay an amount representing 4 days of pay for each full year of full time service, but not to exceed a total of 50.
- B. In addition to the severance pay provided in Subd. 4 (A), a teacher shall be eligible to receive as severance pay upon retirement, one (1) day of severance pay for each day of unused sick/emergency leave at the time of retirement to a maximum of fifty (50) days pay, in addition one (1) day of severance pay for each two (2) days of additional unused sick/emergency leave to a maximum of twenty (20) days pay for a total of seventy (70) days.
- C. Daily rate of pay is calculated using the annual salary (from basic schedule) divided by the total paid days.
- Subd. 5. The teacher shall receive their full severance payment on or about August 15 following that June which comes at the end of their last contract year of service. Severance pay will be payable at the discretion of the school district, at such time and such amounts as the district shall determine.
- Subd. 6. Deductions from severance pay, such as state and federal income tax, social security or TRA shall only be made as required by law. If the teacher dies before the entire severance payment has been made, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased teacher.
- Subd. 7. In accordance with Minnesota Statute, Chapter 352.98, members of Education Minnesota-Roseville will participate in the post retirement health care savings plan, as follows: Each eligible member of Education Minnesota-Roseville will invest 100 % of available payments of severance, at retirement, into the post retirement health care savings plan.
- Subd. 8. Medical, Dental, and Life Insurance: Retirees may continue the medical coverage that they were enrolled in at the time of retirement for a maximum of ten (10) years or until they reach the eligibility age for Medicare Insurance, whichever is sooner. Coverage changes can be made during the annual open enrollment period or within 30 days of a qualifying life event. If a retiree has not reached Medicare Eligibility, they may continue participation in the health and dental program to the age of Medicare eligibility at their own expense.

The School Board shall contribute up to the following amounts for Medical Insurance:

District Monthly Medical Contribution	2019-2020	2020-2021
Dependent Coverage	\$1648.83	\$1648.83
Single Coverage	\$787.60	\$787.60

Any additional cost of the premium shall be paid by the retiree and via automatic withdrawal from a bank account.

- Subd. 9. The School Board will purchase a \$10,000 term life insurance policy for early retirees up to age sixty-five (65). The retiree may continue the \$10,000 term policy to age seventy (70) at their own expense.

- Subd. 10 Benefits in this section shall not be granted to any teacher who is discharged for cause by the school district.
- Subd. 11 Total severance pay will be reduced by an amount equal to any and all school district contributions toward the matching annuity plan as specified in Article ~~XII~~ Twelve, Section 2. Any matching Board contributions belong to the individual staff member during and after employment in District 623

NOTE: It is the intent of the language in Article Twelve, sections 2 and 3, to phase out the concept of severance as provided in Section 1. It is also the intent that Section 1 will remain in place so long as there are active staff, who were hired before July 1, 1989 and who satisfy all the eligibility criteria.

## Section 2. Matching Annuity Plan

- Subd. 1. Matching Annuity: Effective July 1, 1994, a teacher may participate in a district matching annuity program provided in M.S. 356.24 according to the provisions contained in this Article.
- Subd. 2 Eligibility: Teachers who have actually worked one full school year (August-June) and who work fourteen (14) or more hours per week may participate in the matching annuity program. Completed applications must be in by July 31, to be effective September 15 or by August 31 to be effective October 15.
- Subd. 3 District Contribution: For those hired prior to July 1, 1983, the maximum annual district contribution shall be based on 2% of the salary from schedule A.
- Subd 4 District Contribution: For those hired on or after July 1, 1983, the maximum annual district contribution shall be based on 1% of the salary from schedule A.
- Subd. 5 Any matching Board contributions belong to the individual staff member during and after employment in District 623.

## Section 3. Severance/Annuity Phase-In Provisions:

- |      |  |  |
|------|--|--|
| I.   | Employees hired prior to July 1, 1973,<br><br>At least twenty (20) years of employment in District 623   | Severance per section 1, subd. 4.<br><br>District share of annuity will be subtracted from severance payments.<br>Up to ten (10) years of health and life insurance will be available according to Article <del>XII</del> Twelve, Section 1, Subd. 8 |
| II.  | Employees hired between July 1, 1973, and June 30, 1983.<br>At least fifteen (15) years of employment in District 623.<br>At least fifty-five (55) years of age. | Severance per section 1, subd. 4.<br>District share of annuity will be subtracted from severance payments.<br>Up to ten (10) years of health and life insurance according to Article <del>XII</del> Twelve, Section 1 Subd. 8                        |
| III. | Employees hired between July 1, 1983, and June 30, 1989  | Severance per section 1, subd. 4.<br>District share of annuity subtracted from severance.<br>No insurance payment at retirement.<br>May continue participation in the health and dental program to the age of Medicare eligibility at own expense.   |
| IV.  | Employees hired after July 1, 1989.  | Annuity option only.<br>May continue participation in the health and dental program to the age of Medicare eligibility at own expense.   |

## Section 4. Health Care Savings Plan

- Subd. 1. Eligibility: Effective July 1, 2004, in accordance with Minnesota Statute, Chapter 352.98, all teachers hired on/or after July 1, 1983 will participate in the Health Care Savings Plan administered by the Minnesota State Retirement System.
- Subd. 2. Mandatory Employee Contribution: Effective July 1, 2006, the teacher will contribute 2% of their salary from schedule A.
- Subd. 3. Employer Contribution: Effective July 1, 2006, the district will contribute 2% of the teacher's salary from schedule A.

## ARTICLE THIRTEEN

### LEAVES OF ABSENCE

#### Section 1. Sick/Emergency/Care of Relatives Leave:

- Subd. 1. Each teacher shall be credited with one hundred twenty hours (120) sick/emergency leave at the beginning of each year of service. One duty day equals eight (8) hours. The crediting for a teacher who is not employed for the entire school year shall be prorated on the basis of the number of days the employment spans within the basic contract year. If a teacher should, for any reason, leave the employment of the School District before the time has elapsed for which sick/emergency leave was credited, the credit shall be reduced on a pro-rata basis.
- Subd. 2. There shall be no limit on the accumulation of sick/emergency leave earned but not used in accordance with the provisions of this Section.
- Subd. 3. Sick/emergency leave may be used for personal illness, or emergencies or illness in the immediate family. Immediate family is defined as spouse, domestic partner, child, parent, or sibling, as well as in-laws or step-family members of a similar relationship.
- Subd. 4. Upon request of the supervising administrator, absence for personal illness in excess of three (3) consecutive days shall be certified by the attending physician and permission given by him/her for the teacher to return to work.
- Subd. 5. In case of frequent or intermittent illness, the teacher may be required by Human Resources to submit a certificate concerning the condition of health from a physician.
- Subd. 6. Sick/emergency leave shall not be used for routine physical or dental appointments of a non-emergency nature which can be otherwise scheduled. It is preferred that sick/emergency leave not be used for elective surgeries of a non-emergency nature that can otherwise be scheduled.
- Subd. 7. Sick/emergency leave allowed shall be deducted from the sick/emergency leave hours credited to the teacher.
- Subd. 8. At such time as a teacher has used up their sick/emergency leave and before ~~income protection~~ long-term disability takes effect, and after a period of ten (10) consecutive duty days without pay, the School Board shall, upon certification of a physician of inability of the teacher to carry out assigned duties, pay the teacher one-half ( 1/2 ) of the daily contract rate in effect at the time the absence began. Such pay will commence with the eleventh consecutive duty day missed and continue until the waiting period for income protection has elapsed.
- Subd. 9. An individual teacher who is placed on disability leave status or who is absent on sick leave and who has utilized their accumulated sick/emergency leave shall cease accumulation of sick leave until the teacher resumes duties.
- Subd. 10. Sick/emergency leave may be used as follows:
  - A. Up to but not to exceed ten (10) days with full pay shall be allowed for absence due to death of a husband, wife, domestic partner, son, or daughter. By arrangement with the Supervisor of Human

Resources, up to two (2) of the ten (10) days may be taken at a later time in order to take care of matters connected with settling the estate of a family member. Up to but not to exceed five (5) days with full pay shall be allowed for absence due to death of a sister, brother, father, mother, grandfather, grandmother and comparable in-laws. By arrangement with the Supervisor of Human Resources, up to two (2) of the five (5) days may be taken at a later time in order to take care of matters connected with settling the estate of the deceased family member. Any absence beyond such allowed days shall have a salary deduction to the extent of casual substitute pay.

- B. Absences due to a death of a family member not listed above or of a close friend may be authorized for up to three (3) days with the approval of the supervising administrator and Human Resources.
- C. Absence due to serious illness in the immediate family as defined above. Initially, a teacher may use up to twenty (20) days of sick/emergency leave for absences due to serious illness in the immediate family. Contact the Human Resources department with inquiries as other types of family members may be approved under current legislation. After ten (10) days of absences, please contact Human Resources to discuss further options. If additional days are requested, the teacher shall review the circumstances Human Resources so that additional leave may be properly categorized for future use, i.e. additional emergency leave, personal leave, short-term or long-term leave. Additional leave would be granted in one or more of the following:
  - 1. Emergency/sick
  - 2. Personal
  - 3. Short-term
  - 4. Long-term
- D. Up to ten days of emergency leave may be used by the father or non-child-bearing co-parent upon the birth of a child. Leave must be used within eight weeks of birth or adoption.
- E. One day for critical situations not covered previously making it impossible for the employee to report for work may be allowed as determined by the superintendent or their delegated agent. (Bad weather in the local area or poor driving conditions are not considered a legitimate excuse for a day when school is in session.)
- G. Additional days for critical situations may be allowed upon the presentation of the facts in writing to the Superintendent or their delegated agent subject to review by the School Board.

- Subd. 11. Any absence whatever for which a deduction in pay is made shall not be deducted from the accumulated sick/emergency leave.
- Subd. 12. Upon termination of employment for any reason, all sick/emergency leave, current or cumulative, shall be automatically canceled unless otherwise provided in this Contract.
- Subd. 13. Teachers may voluntarily contribute up to forty hours of sick leave annually to a district wide bank which may be used by teachers who have exhausted their own accumulated sick/emergency leave and who have not yet qualified for long-term disability provisions. The maximum amount of hours that can accrue in the district sick leave bank shall be 1520.

In order for a teacher to be eligible for this provision the appropriate waiting period for long-term disability must be completed. Use of this sick leave bank is restricted to absences during the LTD wait period and will be paid retroactively up to a maximum of 30 days.

Teachers desiring to use days from this district sick leave bank must apply for them through Human Resources.

## Section 2. Personal Leave:

- Subd. 1. Five personal leave days will be granted each school year. Days must be used in whole or half day increments and unused days will not be carried forward to next year. Personal leave to be used at the discretion of the teacher shall be credited and used in accordance with the following provisions:

1st day of personal leave	No salary deduction, and no sick leave will be deducted
2nd day of personal leave	No salary deduction, and no sick leave will be deducted
3rd day of personal leave	Salary deduction of 100% of sub pay or deduction of sick leave
4th day of personal leave	Salary deduction of 100% of sub pay or deduction of sick leave
5th day of personal leave	Salary deduction of 100% of sub pay or deduction of sick leave

- Subd. 2. Personal leave requests shall be filed with the Human Resources Office at least one (1) week in advance of the anticipated absence via procedure on the district website.
  - Subd. 3. Up to 3% (FTE) of the teaching staff shall be granted personal leave on any given day on the condition a suitable replacement can be obtained. In the event a suitable substitute cannot be obtained, the teacher will be notified at least two days prior to the requested leave date.
  - Subd. 4. The personal leave shall be revoked if the teacher fails to submit appropriate plans and activities to the supervising administrator on or before the day preceding the teacher's absence.
  - Subd. 5. Personal leave may not be approved for the first or last student day of the school year.
- See addendum 6 for information on a Personal Leave Incentive.

Section 3. Short Term Leave:

- Subd. 1. Short term leave shall be without pay.
- Subd. 2. Fringe benefits in effect prior to the leave shall continue during the leave.
- Subd. 3. Short term leave may be granted for a maximum of ten (10) working days.
- Subd. 4. A teacher requesting such leave shall normally present such request no later than fifteen (15) working days prior to the desired day(s) of such leave to their principal. In the event that the teacher has no building assignment, such request shall go to their supervising administrator and Human Resources. Such request shall be in writing and clearly express the reason(s) for such request.
- Subd. 5. Following receipt of the request by the ~~principal or~~ supervisor and Human Resources, the request will be reviewed by the Superintendent or their delegated agent. Special conditions established by the administrator for such leave shall be in writing to the individual granted the leave. All conditions established must be met to be eligible for such leave.
- Subd. 6. Short term leave shall be granted only in extraordinary circumstances as determined by the Superintendent or their delegated agent.
- Subd. 7. Short term leave without pay shall normally be available no more than once during each four year period of employment.

Section 4. Child Care Leave:

- Subd. 1. Any teacher who becomes pregnant shall have the right to utilize accrued sick leave during the period of disability due to pregnancy, delivery and recovery. In order to qualify for sick leave pay, verification of the beginning of the period of disability by the attending physician shall be provided by the teacher to Human Resources. A postnatal statement of fitness to teach from the attending physician establishing the end of disability shall be provided the Human Resources by the teacher prior to return to duty.
- Subd. 2. Any teacher shall have the right to receive a child care leave of absence, without pay, for the remainder of the school year for the purpose of maternity or adoption. This leave may also be taken following the utilization of the disability provisions provided in Subd. 1. above.
- Subd. 3. The teacher shall submit a written request indicating the proposed beginning and ending dates of the child care leave not less than forty-five (45) working days in advance of the intended commencement of such leave to the Human Resources. The 45 working-day requirement may be waived by Human Resources if factors beyond the control of the teacher are present.
- Subd. 4. The proposed ending dates of an unpaid child care leave may be set by Human Resources according to natural breaks in the program or school year after consultation with the teacher and the supervising administrator.
- Subd. 5. Child care leave may be extended by mutual agreement between the teacher and the school district for the school year immediately following a child care leave period which ran to the end of a school year as described in Subd. 2 above.

- Subd. 6. A teacher who returns from child care leave within the provisions of this section shall retain all previously recognized experience credit and any unused leave time accumulated prior to the commencement of the child care leave. The teacher shall not accrue experience credit for salary schedule advancement or leave time during the period of absence for child care leave after FMLA has been exhausted. Any leave beyond FMLA will not be applicable towards accrued experience credit towards schedule advancement unless reviewed and approved from human resources.
- Subd. 7. When a child care leave period includes February 1 and runs to the end of the school year, the teacher must notify the Human Resources Office in writing February 1 of their intent to return to active duty for the following school year. If the child care leave period begins on or after February 1 and runs to the end of the school year, the statement of intention is due on or before the last duty day of that school year.
- Subd. 8. Teachers on child care leave may continue to participate in the medical and/or life insurance programs, but must pay the entire premium for such program(s) as the teacher wishes to retain, commencing with the beginning of the child care leave. Family Medical Leave Act provisions may be coordinated as per district guidelines.

Section 5. Teachers may voluntarily contribute un-used personal leave days to a district wide bank which may be used by teachers who have exhausted their own accumulated sick/emergency leave and whose situation will not qualify for Long Term Disability (meaning the chronic illness of a dependent or when an employee does not have LTD due to their part-time status). A teacher is eligible to use this bank after a period of 5 unpaid duty days in a fiscal year. This bank is for chronic illness and based on District Approval.

Hours in this bank will carry-forward to the following school year. Neither the teachers who donate nor the teachers who use the bank will be charged the deduction of sub pay for donated personal leave days. Teachers who donate up to three personal leave days will not lose either of their free personal leave days.

Teachers desiring to use days from this bank must apply for them through the Supervisor of Human Resources.

Section 5. Adoption Leave: A teacher may use up to thirty (30) days of sick leave for the adoption of a child according to district guidelines.

Section 6. Military Service Leave: Leaves shall be governed by M.S. 192.26 and M.S. 192.261 and by Title 38 United States Code Section 2021 and 2024. Military leave shall be granted to a teacher pursuant to M.S. Chapter 192 and other applicable law. As per Minn. Stat. 471.975:

- a. The School District may pay to each eligible member of the national guard or other reserve component of the armed forces of the United States an amount equal to the difference between the member's basic active duty military salary and the basic salary the member would be paid as an active political subdivision employee, including any adjustments the member would have received if not on leave of absence. This payment may be paid in a lump sum. Payment under this section may not extend beyond one year from the date the employee reported for active service, plus any additional time the employee may be legally required to serve.
- b. An eligible member of the reserve components of the armed forces of the United States is a reservist or national guard member who was an employee of a political subdivision at the time the member reported for active service on or after the effective date of this act or who is on active service on the effective date of this act.
- c. Notwithstanding other obligations under law, a political subdivision has total discretion regarding employee benefit continuation for a member who reports for active service and the terms and conditions of any benefit.
- d. For purposes of this sections, "active serve" has the meaning given in section 190.05, subdivision 5, but excludes service performed exclusively for purposes of :
  - (1) basic combat training, advance individual training, annual training, and periodic inactive duty training;
  - (2) special training periodically made available to reserve members; and
  - (3) service performed in accordance with section 190.03, subdivision 3.

Section 7. Long Term Leave: An individual teacher may be granted a one (1) school year leave of absence without pay pursuant to the leave policies established by the School Board. In the event that a leave is granted, the teacher shall have the right to

medical insurance and life insurance for a period not to exceed 18 months provided that the cost of such coverage is assumed by the individual teacher. Teachers on long term leave must, on or before February 1, resign or commit to return for the beginning of the following school year. EM-R President will have until May 1<sup>st</sup> to notify District of their intent.

This provision shall be grievable through the grievance procedure including the level of School Board Review only.

Section 8. Sabbatical Leave: A sabbatical leave of one (1) year or part of a year may be granted upon request to a full-time teacher for the purpose of professional advancement, subject to the following provisions:

- Subd. 1. To be eligible for sabbatical leave an individual shall have taught six (6) full years in District 623. The School Board may utilize the recommendation of a selection committee, including members of the CEC, a principal, the Supervisor of Human Resources, and a teacher who is currently on a sabbatical leave in deciding sabbatical leave recipients. On such a committee, no elementary teacher shall vote on the application of a teacher within their building, no secondary teacher shall vote on the application of a teacher within their department, and no principal shall vote on the application of a teacher within their building.
- Subd. 2. A proposed program of study may be interpreted to include study, research, work experience, travel, theater experience or other planned experiences appropriate to the professional growth of the staff member, primarily for the person at the MA level or beyond.
- Subd. 3. Applications for sabbatical leave shall be filed with the Human Resources Office on or before February 1<sup>st</sup> for leaves granted beginning the next basic contract year. Applicants shall receive written notification of the disposition of their requests by April 1<sup>st</sup>.
- Subd. 4. The number of teachers on sabbatical leave shall be limited to a maximum of one (1) percent of the full-time teachers. If the number of requests exceeds the limitation, priority shall be given on the basis of need for meeting resident requirements for study, contribution to the school system, length of service, and the equitable distribution of leaves among the various departments of school service. In each case the administration must certify ability to secure a qualified substitute.
- Subd. 5. The allowance granted to a teacher on sabbatical leave shall be selected by the teacher from one of the following forms of allowance:
  - A. One-half (1/2) the basic contract salary of the individual for the school year during which the leave takes place and a full basic contract salary for the school year immediately following the leave.
  - B. Three-fourths (3/4) the basic contract salary of the individual for the school year during which the leave takes place and three-fourths (3/4) the basic contract salary for the school year immediately following the leave.

For periods of less than one year the sabbatical allowance shall be prorated. Teachers granted sabbatical leave shall retain leave days accumulated prior to sabbatical leave and shall be provided the medical, dental, and life insurance benefits of employed full-time teachers.
- Subd. 6. A teacher who is granted a sabbatical leave is required to teach in District 623 for one basic contract year following the termination of the leave. If the teacher does not fulfill this requirement for any reason other than the individual's incapacity to teach before the expiration of the contract year, they shall pay to the School Board a prorata part of the sabbatical allowance. Provided, however, that a person on a sabbatical leave who is placed on unrequested leave of absence shall have the 5-year unrequested leave period to accumulate the equivalent of the one-year, return-to-service requirement. The required repayment, if any, of the sabbatical allowance at the end of the 5-year period shall be the dollar equivalent of the unfulfilled service requirement. In the event that at any time during the 5-year unrequested leave period the teacher refuses to accept a .8 FTE, or greater position, and for which they are qualified, provided the offer of a position is made within 20 working days of the end of a school year, the teacher shall immediately repay the sabbatical allowance.
- Subd. 7. In the event a teacher's program of study includes research, work experience, travel, theater experience or planned experiences other than course work, the teacher shall be required to submit a written report to the Staff Development Committee. The report shall be submitted within one month after the conclusion of the sabbatical leave.
- Subd. 8. Upon expiration of the sabbatical leave, the teacher shall return to the teaching position they occupied immediately prior to the leave or to a position mutually agreed upon. If the position the teacher occupied immediately prior to the leave has been discontinued and there is no mutual agreement on an alternative

position, the teacher may be assigned by the appropriate director to any position for which the teacher is qualified licensed.

Subd. 9. Applications for second sabbatical leaves will only be considered if:

- A. The applicant has been employed six (6) full years since the return from the first sabbatical leave, and
- B. If the number of approved first sabbatical leaves for the coming school year is less than the allowable percentage of full-time teachers to be on sabbatical leave in a given year.

Section 9. Extended Leave: An extended leave of absence is available to eligible teachers under the provisions of Minnesota Statute 122A.46. See summary information in Addendum 9 of this contract for a description of the leave provisions.

Section 10. Family Medical Leave Act: The Family Medical Leave Act is available to eligible teachers under the provisions of Federal Statute. See FMLA summary information in Addendum 8 of this contract for a description of the leave provisions.

Section 11. Religious Holiday Observance: Up to three official religious holidays during the school year may be granted under the following conditions:

- A. Written application is made indicating the religious day to be observed one week in advance of the desired day of leave to the supervising administrator and Human Resources.
- B. Such day is a scheduled duty day.

Section 12. Court Appearances:

- Subd. 1. If a teacher is required to appear in court as a result of involvement in matters related to school duties, neither sick nor emergency leave shall be deducted.
- Subd. 2. Absence of a teacher due to court action initiated by the teacher or an organization, other than the Exclusive Representative, of which a teacher is a member for personal, monetary or other gains shall require use of personal leave. If no personal leave is available, the teacher may make application for short term leave.
- Subd. 3. A teacher required by the court to appear in non-school related cases not covered in Subd. 2 shall have emergency leave available.
- Subd. 4. Requested exceptions to such deductions shall be submitted in writing to, and subject to the approval of, the Superintendent or his/her delegated agent.
- Subd. 5. To the extent that per diem payments are received, the salary paid shall be reduced in like amount and the reduction of sick/emergency leave prorated.

## ARTICLE FOURTEEN

### UNREQUESTED LEAVE OF ABSENCE

Section 1. Purpose: The purpose of this article is to implement the provisions of Minn. Stat. § 122A.40, Subd. 10, which article, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitation or merger of classes caused by consolidation of district.

Section 2. Definitions:

- Subd. 1. Teacher: "Teacher" means a continuing contract teacher who is a member of the appropriate unit as defined in this Agreement. Probationary teachers, Tier 1 licensed teachers shall not be defined as a teacher for purposes of this Article only.
- Subd. 2. Day/Date of Employment: "Day/date of employment" shall mean the "hire date" the teacher entered the bargaining unit. For teachers returning to work after retirement or resignation, the hire date shall mean the date the employee returns to the bargaining unit after such retirement or resignation.

- Subd. 3. Subject Matter Category: "Subject Matter Category" shall mean such categories as are determined by the State Board of Education, State Board of Teaching, or the appropriate agency for licensing purposes.
- Subd. 4. Seniority: "Seniority" means length of service by a continuing contract teacher commencing with the hire date as provided in Subdivision 3 of this Section. Probationary teachers, Tier 1 licensed teachers and substitute teachers as defined in Minn. Stat. § 122A.44, Subd. 2, are excluded. Upon completion of the probationary period, a teacher's seniority date shall relate back to the date of hire.
- Subd. 5. Seniority Date: A teacher's seniority date shall be unaffected by any board approved leave of absence.
- Subd. 6. Length of Seniority: In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to Minn. Stat. § 122A.40, but whose employment was subsequently reinstated, by action of the school district and the teacher, without interruption of regular service, shall retain his/her original seniority date. If there is an interruption of regular service, the seniority date shall be determined as provided in Subdivision 3 of this Section.

### Section 3.

#### Unrequested Leave of Absence:

- Subd. 1. Terms: The school district may place teachers on unrequested leave of absence without pay or fringe benefits such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year. A teacher placed on unrequested leave shall have the right to recall for five (5) years from the date of the teacher's last working day, provided that the teacher still holds the license for that position.
- Subd. 2. Notice: Teachers placed on such ULA shall receive notice immediately after the first May School Board Meeting in the school year prior to the commencement of such leave with reasons.
- Subd. 3. Order of Layoff: Teachers shall be placed on unrequested leave in inverse order of seniority as qualified pursuant to this Article, within the subject matter categories covered by this Agreement, subject to the following exceptions. Tier 2 licensed teachers will be laid off prior to any qualified Tier 3 or 4 teachers being placed on unrequested leave of absence.
- Subd. 4. Equal Opportunity: The provisions herein shall not apply if it will result in any violation of the district's affirmative action program which shall include ethnic, race, color or sex; and any person employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if it is necessary to effectuate the purposes of such affirmative action program.
- Subd. 5. Tie Breaking: In the event of a staff reduction action affecting teachers whose first date of employment commenced on the same date and who have equal seniority, the board approved hire date shall be the first tie breaker. If seniority is still equal, the selection of the teacher for purposes of discontinuance shall be determined by the lowest file folder number assigned by the Board of Teaching.
- Subd. 6. Restrictions: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law.
- Subd. 7. Limitations: A teacher on unrequested leave serving in a substitute position pursuant to Minn. Stat. § 122A.44, shall not acquire any additional seniority as a result of the substitute service, nor shall such teacher's five (5) year period of unrequested leave be extended as a result of substitute service.

### Section 4.

#### Reinstatement:

- Subd. 1. Reinstatement: No new or probationary teacher shall be employed by the school district while any qualified teacher is on unrequested leave of absence in the subject matter category in positions covered by this Agreement. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the school district covered by this Agreement in the subject matter categories in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

- Subd. 2. Notification: When placed on unrequested leave, a teacher shall file his/her name and address with the school district's human resources office to which any notice of reinstatement or availability of position shall be mailed. It is the teacher's responsibility to provide notice of any address changes. Proof of service by the District's representative depositing such notice to the teacher at the last known address shall be sufficient and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the school district if said notice has been mailed as provided herein. If a teacher does not have a current license as reported on the Board of Teaching or requisite licensing body web as of the recall date, the teacher shall forfeit any further recall rights.
- Subd. 3. Response Time for Recall before July 1: If a position becomes available for a qualified teacher on unrequested leave, the school district shall mail the notice to said teacher prior to July 1 in the school year of recall. The teacher shall have five (5) business days from the date of receipt of said notice to accept or decline the employment in writing, and an additional ten (10) calendar days to report for duty. Failure to provide written notice of acceptance of re-employment, or to report under the provisions outlined herein, shall constitute forfeiture of right to recall and such teacher shall forfeit any further recall rights.
- Subd. 4. Response Time for Recall on or after July 1: If a recall notice is given to any teacher, with a current license required for the available position, on or after July 1 in the school year of recall, such teacher shall have seven (7) business days to provide written notice from receipt to accept the employment and an additional five (5) business days to report for duty. A teacher recalled on or after July 1 may decline the recall without waiving his/her rights to further employment or reinstatement and shall maintain his/her seniority date without interruption.
- Subd. 5. Method of Response: In order to maintain the right to reinstatement, the teacher must file a written statement by April 1 of each year requesting reinstatement for the following year. Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist.
- Subd. 6. Hearing. If a teacher requests a hearing regarding his/her proposed placement on ULA, such hearing shall be before a Hearing Officer mutually agreed to by the School District and EM-R, and the Hearing Officer shall, after the hearing, submit to the School Board Findings of Fact, Conclusions, and a Recommendation regarding the proposed ULA.

Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a) states the applicable grounds for the proposed placement;
- b) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

Right to a hearing and decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.

#### Section 5. Establishment of Seniority Lists:

- Subd. 1. Publication of List: The school district shall publish and email a seniority list pursuant to this Article within ninety (90) days after execution of this Agreement, and annually thereafter no later than October 15th of each year. The list published on January 10 shall reflect the license(s) on file as of the end of the day on September 15 of each year. In any year in which a reduction of teaching staff is occurring, and the school district is placing teachers on unrequested leave of absence, the seniority list as published in October shall govern for purposes of determining layoff within areas of licensing and qualification for the following school year.

- Subd. 2. Disputes: A teacher who disputes personal standing on the seniority list published by the school district may process a grievance pursuant to the grievance procedure within twenty (20) working days following the publication of the list.
- Section 6. Effect: This Article shall govern the seniority rights of all teachers as defined herein who are members of the appropriate unit covered by this Agreement. This Article shall not be construed to limit or diminish the statutory rights, as provided in Minn. Stat. § 122A.40, Subd. 11, of any other licensed employee not covered by this Agreement, to a position in the school district consistent with their seniority as provided in said statute nor shall this Article be construed to limit or diminish the contractual rights of other licensed employees covered by a similar agreement.
- Section 7. Insurance Participation: An employee on lay off pursuant to this Article shall be entitled to participate in group insurance programs at his/her own expense, to the extent permitted by statute and/or carrier rules.
- Section 8. Employment Rights during Leave: A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.
- Section 9. Service Credits: Continuing contract rights and service credits: The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

## ARTICLE FIFTEEN

### TEACHING ASSIGNMENT, VACANCIES, TRANSFERS

- Section 1. Definitions: For purposes of this Article, the following definitions shall apply:
- Subd. 1. Teaching Assignments shall mean the specific license-required services to be provided at a given building or buildings within the duty day.
- Subd. 2. Vacancy shall mean an unfilled position for which no teacher returning from a leave of absence has a claim and no qualified teacher on unrequested leave of absence wishes to exercise a claim.
- Subd. 3. Transfer shall mean a change in a teacher's assignment, except that teachers assigned on a districtwide basis are excluded from this definition.
- Section 2. Voluntary Request for Transfer:
- Overages/Underages In the event that a building has an overage in a department or a grade level, requests for voluntary transfer will be accepted according to the overage/underage guidelines.
- Voluntary Transfers: Teachers wishing to voluntarily transfer to other positions in the district, for which they are licensed, will notify HR, as well as their building principal/supervisor, of their intention in writings by February 1 of each year. HR will consult with the hiring administrator and supervising administrator to determine whether a transfer would be possible or whether the employee needs to proceed through the application process.
- Section 3. Vacancies: Vacancies will be posted by the Human Resources Office. Current Teachers who wish to apply can complete the on-line application or send an email to the Supervisor of Human Resources and the Hiring Administrator expressing their interest. A resume must be attached to this email. If desired, a teacher may also include a cover letter or letters of recommendation with the email
- Section 4. Involuntary Transfer:
- Subd. 1. Prior to the implementation of this section, the staffing needs by secondary department shall be referred to that department staff for review and recommendation; the staffing needs in each elementary building shall be referred to that building staff for review and recommendation.
- Subd. 2. When transfers are necessary, qualified volunteers from those schools where staffing indicates more teachers available than positions allocated will receive first consideration.

- Subd. 3. If an involuntary transfer becomes necessary, the teacher identified for involuntary transfer shall be given a written preliminary notification of the proposed teaching assignment and upon submitting a written request within four (4) working days to the appropriate District Center administrator shall have the opportunity to confer with a District Center administrator designated by the Superintendent for the purpose of submitting views and information concerning the proposed transfer. Following receipt of the written notice of transfer, the Superintendent or their delegated agent shall meet with the teacher to discuss the reasons for the transfer. Upon written request of the teacher, reasons for involuntary transfer shall be provided in writing. In considering the person for involuntary transfer, those qualified teachers with lesser seniority shall be given first consideration.
- Subd. 4. A teacher subject to involuntary transfer shall receive one day leave with pay to visit the school to which the teacher is transferred and shall be reimbursed for mileage at the rate established.
- Subd. 5. Nothing contained in this Article shall be construed as to prevent the Superintendent or their delegated agent from making the final selection of the teacher considered best qualified for the teaching assignment. Such selection shall not be arbitrary or capricious.
- Subd. 6. For the purposes of involuntary transfers, center based programs will be considered independent school sites.

## ARTICLE SIXTEEN

### MEET AND CONFER

Section 1. Statement of Purpose: The legislature has recognized that teachers, as professional employees, possess knowledge, expertise, and dedication which is helpful and necessary to the operation and quality of public service and which may assist the School Board in developing their policies. It is, therefore, the policy of the state and this school district to encourage close cooperation between the school district and the teachers by providing for discussions and the mutual exchange of ideas regarding all matters not included under terms and conditions of employment as defined in Article ~~III~~ Three.

Section 2. Procedures:

- Subd. 1. EM-R, as Exclusive Representative, shall select up to five representatives to serve on the Meet and Confer Council. Consultants, as desired, may also participate.
- Subd. 2. The school district shall select up to five representatives to serve on the Meet and Confer Council. Consultants, as desired, may also participate.
- Subd. 3. The Meet and Confer Council may meet three times annually at the district offices on dates and at times as shall be mutually set by the Superintendent and the President of EM-R.
- Subd. 4. The agenda for each meeting shall include:
  - A. A distribution of the discussion summaries from the previous meeting.
  - B. Items of unfinished discussion from prior meetings.
  - C. Items for discussion as identified by either party.

Section 3. Labor Management Council: As an alternative to the Meet and Confer Council, EM-R and the School Board have created a Labor Management Council to seek resolution of mutual concerns.

- Subd. 1. Membership: EM-R and The School Board of District 623 will each appoint up to seven (7) members who serve two year terms that coincide with the dates of the Master Contract. Resource persons may be invited to attend to provide counsel for resolution of mutual concerns.
- Subd. 2. Meetings: The Council will meet at least once a month from September through May. Meetings can be canceled, ~~or~~ re-scheduled, or added by mutual agreement.

- Subd. 3. Leadership: The Council shall annually elect two co-chairs (one EM-R representative and one ISD 623 representative) to jointly chair meetings, schedule meetings, set agenda and to invite others to attend Council meetings.
- Subd. 4. Empowerment: The Council shall be empowered to grant waivers, by consensus, to existing contract provisions via Memoranda of Understanding in order to promote the mission of the Council.

## ARTICLE SEVENTEEN

### GRIEVANCE PROCEDURE

#### Section 1.

##### Process for Problem Solving:

EM-R and District 623 recognize that differences of opinion will occur from time to time over working conditions, relationships, employer and employee expectations, policy and the interpretation and application of the contract. The parties affirm that differences of opinion are acceptable and normal. The parties also believe that differences of opinion should be discussed and resolved openly in the least controversial manner and in a non-threatening environment.

EM-R and the District encourage teachers and administrators to attempt to resolve any differences directly, openly and honestly. The parties believe that individuals or groups of teachers and/or EM-R should bring concerns to the administrators in an informal setting as soon as differences of opinion have been identified. If the differences cannot be resolved at the lowest possible level, either party may ask and reasonably expect that other appropriate personnel become involved in further discussions.

EM-R and the District believe this process should encourage timely discussions and resolutions of problems in as short a time span as possible. Both EM-R and the District will make every reasonable effort to encourage and facilitate expedient and timely use of the Process for Problem Solving.

#### Section 2.

Definition of Grievance: A grievance shall mean an allegation by a teacher(s) resulting in a dispute or disagreement between the teacher(s) and the School Board or its designated representative, as to the interpretation or application of the terms and conditions of this Contract.

#### Section 3.

Representation: A teacher, or the Exclusive Representative, or the School Board and its designated representative may be represented during any step of this procedure by a person or agent designated by such party to act in their behalf.

#### Section 4.

##### Definitions and Interpretations:

- Subd. 1. Definitions. Terms in this procedure shall take the definitions as stated in Article ~~III~~ Three of this Contract unless otherwise provided in this section. Terms not defined in this section or in Article ~~III~~ Three shall be as defined in the PELRA.
- Subd. 2. Days. Reference to days shall mean working days as defined in Article ~~III~~ Three. Working days shall not include Saturdays or Sundays, the days that fall during the Thanksgiving holiday and the winter holidays in December and the first week in January, or the days during the spring break.
- Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by this procedure, the date of the act, event, or default for which the designated period of time begins to run, shall not be included. The last working day of the period so computed shall be counted.
- Subd. 4. Time Limits. The time limits in this procedure shall be strictly adhered to except as extended by written agreement of the parties.
- Subd. 5. Filing and Postmark. The filing or serving of any notice or documents related to this procedure, when sent by U.S. Postal Service, shall be by certified mail with return receipt requested. The notice or document so sent shall be timely if it bears a date of the U.S. Postal Service on the return receipt and such date is within the time period designated herein.
- Subd. 6. Delivery of Notice. The filing or serving of any notice or documents related to this procedure, when delivered by methods other than the U.S. Postal Service, shall be delivered within the time period designated herein according to the following guidelines: The filing or serving of any notice or document by the School Board or its designated representative shall be complete when such notice is presented to the Exclusive Representative or its office staff, the grieving teacher or designated representative. The filing or serving of any notice or document related to this procedure by the Exclusive Representative shall be complete when such notice is presented to the designated representative of the School Board or office staff

at the appropriate level. The recipients of such notice or document shall sign a receipt attesting to the delivery if so requested at the time of delivery.

- Subd. 7. Waiver of Steps. The School Board or its designated representative and the Exclusive Representative, or the grieving teacher or designated representative may waive a level or levels of the grievance procedure upon execution of a written agreement to do so.
- Subd. 8. Failure to File or Appeal. The failure to file a grievance in writing or to appeal a grievance from one level to another within the time periods provided in this procedure shall constitute a waiver of the grievance.
- Subd. 9. Hearing of Grievances. Hearing of grievances normally shall be held during the duty day but outside student-contact responsibilities of the teacher. Teachers involved in a grievance shall not be deducted wages or leave time when attending a grievance hearing established by the School Board or its designated representative. In the event the Exclusive Representative decides not to proceed further with a grievance, and provides written notice to that effect, the Exclusive Representative shall be notified of and allowed to have representatives at all additional grievance proceedings but shall not be liable for any expenses of such additional proceedings.
- Subd. 10. Denial of Grievance. Failure by the School Board or its designated representative to issue a written decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.
- Subd. 11. The exclusive representative will file all grievances on behalf of membership.
- Subd. 12. Class Grievance. A class grievance shall be defined as a single or an in-common occurrence affecting a group of three or more teachers in two or more buildings and shall be signed by at least two of the affected teachers and the Exclusive Representative and filed with the principal(s) or immediate supervising administrator(s). In the event a class grievance is signed by at least two (2) teachers, each from a different building, the Exclusive Representative may file such grievance at Level II. The Exclusive Representative may appeal a class grievance from Level II to Level III.

Section 5. Adjustment of Grievance: The School Board or its designated representative and the teacher or the Exclusive Representative or a designated representative shall attempt to adjust all grievances which may arise during the course of employment of the teacher within the School District in the following manner:

- Subd. 1. Level I. Whenever a grievance exists, the grieving teacher shall try to resolve the differences informally through discussion with the building principal or the immediate supervising administrator. A teacher who is not satisfied with the informal adjustment of the grievance, shall, within thirty (30) working days of when the grieving party through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance, reduce the grievance to writing and file it with the building principal or immediate supervising administrator on the form set forth in Appendix E. This written statement must be dated and signed by the teacher and the Exclusive Representative and shall set forth the facts and state the provisions of this Contract alleged to have been violated. The principal or immediate supervising administrator may meet with the teacher to discuss the grievance and shall indicate disposition of the grievance in writing, with a copy to the teacher and the Exclusive Representative within fifteen (15) working days of the receipt of the written grievance.
- Subd. 2. Level II. If the grievance is not satisfactorily resolved at Level I, a written copy of the grievance shall be filed with the Superintendent or appropriate Director within fifteen (15) working days after receipt of the written reply from the principal or immediate supervising administrator. The Superintendent or their delegated agent may meet with the teacher to discuss the grievance, and shall meet upon written request of the teacher. The Superintendent or their delegated agent shall indicate the disposition of the grievance in writing with a copy to the teacher and the Exclusive Representative within fifteen (15) working days of the receipt of the written appeal to the second level.
- Subd. 3. Level III. If the grievance is not satisfactorily resolved at Level II, a written copy of the grievance shall be filed with the School Board within fifteen (15) working days after the receipt of the written reply from the Superintendent or their delegated agent. Within twenty (20) working days of the receipt of the properly executed appeal, a sub-committee of the School Board shall meet with the teacher and the Exclusive Representative to hear a grievance properly appealed to Level III. A written disposition of the grievance shall be executed by the School Board or its delegated agent within fifteen (15) working days of such meeting. In the event a hearing is not requested, a written disposition of the grievance shall be executed by the School Board within twenty (20) working days of the appeal. If the grievance is not satisfactorily resolved as a result of action at Level III, it may be referred to arbitration following the written decision of the Superintendent.

- Subd. 4. Review of Decision. In any case, the School Board reserves the right to review a decision at Level I or Level II of the grievance procedure. If the School Board desires to review a decision, it shall be so indicated in writing to the teacher and the Exclusive Representative within five (5) working days of the written decision at that level and shall issue its written decision within twenty (20) working days of statement of intent to review.
- Section 6. Mediation: If the formal grievance is not resolved, either party may request mediation of the grievance by the Bureau of Mediation Services in accordance with their rules (within 20 days of Level III denial.) If either party requests mediation, the timeline for the arbitration phase does not start until mediation is complete.
- Section 7. Arbitration Procedures: In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration only by the Exclusive Representative or the School Board as defined herein:
- Subd. 1. Request for Arbitration and Selection of Arbitrator. A request to submit a grievance to arbitration must be in writing signed by the Exclusive Representative and such request must be filed in the office of the Superintendent within ten (10) working days following receipt of the decision in Level III of the grievance procedure. A written request for a list of arbitrators pursuant to M.S. 170A.21, Subd 2, must be made within twenty (20) working days after the request for arbitration. The parties will strike from the list of arbitrators provided by the BMS.
- Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
- Subd. 3. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo. Neither party shall be permitted to assert any ground or to rely on any evidence which was not disclosed to the other party prior to the date of the arbitration hearing.
- Subd. 4. Decision. The decision by the arbitrator shall be rendered within thirty (30) working days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties as provided by the PELRA as amended.
- Subd. 5. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.
- Subd. 6. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Contract; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

## ARTICLE EIGHTEEN

### TEACHER ASSISTANCE PROCESS for Continuing Contract Teachers

- Section 1. Performance Review: The Employer shall be allowed to review a teacher's performance and take steps to provide assistance when performance is judged to be below the district standard. Due process shall be provided.
- Section 2. Level 1 Awareness: The employee and supervisor/principal will engage in a conversation around professional practice concerns that have been brought to the supervisor's/principal's attention. This phase is neither remedial nor disciplinary but provides the teacher an opportunity to assess their performance in the context of the district's performance standards.
- Section 3. Levels of Assistance:

- Subd 1. (Level 2 Awareness) The principal/supervisor makes a formal contact with the teacher related to sub-standard performance using the Level 2 Awareness Notification Form. The purpose of this level of assistance is for the teacher and principal/supervisor to understand the context of the teacher's decisions in the perceived area of sub-standard performance and for the principal/supervisor to judge whether the teacher's performance is at district standard. If performance is judged to be below standard, the following steps will be taken:
- A time frame will be established for the teacher to demonstrate performance at standard.
  - A method will be identified for how and what data will be collected to document performance at standard.
  - A follow-up meeting will be scheduled to determine if performance is at the district standard. If performance is at standard, teacher moves out of awareness phase. If it has been determined that the teacher is not meeting the district standard, they will be recommended for the assistance phase.
- Subd. 2. (Assistance Phase) The Assistance Phase involves a team of educators working directly with the teacher to assist him/her to perform at district standards. The assistance team will create a plan that includes a timeline for the teacher to return to performance at district standard. During the assistance phase, the principal/supervisor will collect data to evaluate the teacher's performance.

- Section 4. A teacher will be informed of their right to have an EM-R representative present at each level of assistance.
- Section 5. A teacher may grieve any level of assistance.
- Section 6. Assistance Phase of District 623 Professional Development System can be found by accessing the District Professional Development site on the District web page. Any modifications to the Assistance Phase of District 623 Professional Development System will be brought to Labor Management Committee for review.

## ARTICLE NINETEEN

### TEACHER ASSISTANCE PROCESS for Probationary Teachers

- Section 1. Performance Review: The Employer shall be allowed to review a teacher's performance and take steps to provide assistance when performance is judged to be below the district standard. Due process shall be provided.
- Section 2. Level 1 Awareness The employee and supervisor/principal will engage in a conversation around professional practice concerns that have been brought to the supervisor's/principal's attention. This phase is neither remedial nor disciplinary but provides the teacher an opportunity to assess their performance in the context of the district's performance standards.
- Section 3. Levels of Assistance:
- Subd 1. The principal/supervisor will inform the probationary teacher, in a timely manner, of sub-standard performance, and will notify the probationary teacher in writing of the below standard performance.
- The probationary teacher will seek available resources to improve performance to the level of district standard (i.e. mentor, EDC Coordinator, peers, EM-R).

## ARTICLE TWENTY

### TEACHER DISCIPLINE PROCESS

- Section 1. Performance Review: The Employer shall be allowed to review a teacher's performance and take steps to discipline for just cause. Due process shall be provided.
- Section 2. Advance Notice of Anticipated Action: When a teacher faces disciplinary action, beyond verbal notification, they are entitled to advance notice of the anticipated action. Notice can be either oral or written and should include the following:
- Explanation of concerns
  - Explanation of evidence of supporting such concerns
  - Opportunity for the teacher to present their side of the story or defense
    - Orally or in writing
    - In a timely manner (within 48 hours of the advance notice)
- Section 3: Discipline Levels: The employer recognizes the need for progressing through a series of levels. Normally the employer will utilize the levels for discipline in the order listed below. The specific level chosen is within the discretion of the superintendent or a designee. Circumstances surrounding each individual case will affect the level chosen.

Levels of Discipline:

1. Written Reprimand
2. Written Notice of Deficiency which shall include a corrective action plan and timeline.
3. Suspension without pay for up to five (5) days. Upon mutual agreement of the employer and the teacher, the suspension without pay may be substituted by a fine for the equivalent number of days. This means that the teacher will work on those days, which would have been unpaid days of suspension, but the teacher's pay will be docked for the full gross salary.
4. Termination pursuant to M.S. 122A. 40, Subd. 9.; or
5. Immediate discharge pursuant to M.S. 122A.40, Subd 13.

- Subd. 1. A teacher will be informed of their right to have an EM-R representative present at each level of discipline.
- Subd. 2. A teacher may grieve any level of discipline except for termination or immediate discharge which shall be in accordance with M.S. 122A.40, Subd.12.
- Subd. 3. Non-renewal of probationary teachers shall not be grievable.
- Subd. 4. Teachers may be suspended with pay during investigations. It is expressly understood that suspension with pay does not constitute discipline. The employer shall notify the EM-R President immediately and in writing when a teacher is suspended with pay.

ARTICLE TWENTY-ONE

EARLY LEARNING AND ADULT BASIC EDUCATION TEACHERS

- Section 1. Scope: Education Minnesota-Roseville and ISD 623 have agreed to the following terms for those teachers employed in the Adult Basic Education (ABE) and Early Learning programs.
- ABE will be defined as all teachers in:
    - Adult Basic Education (ABE) and Dual Enrollment programs.
  - Early Learning will be defined as all teachers who are:
    - Early Childhood Family Education (ECFE) Teachers, Parent Educators, and Pre-K Teachers who also teach ECFE Classes.

The following Articles contained in this Contract do not apply to the Early Learning and ABE teachers: Three (Section 8), Six, Seven, Nine, Ten, Eleven, Twelve, Thirteen, (Sections 1, 2, 3, 7, 8, 13, 14).

Section 2. Hours of Employment:

- Subd. 1. Preparation Time: Teacher preparation time shall be defined as a block of time during the student contact day for the teacher to prepare for their teaching assignment. The teacher shall not be responsible for program, building or meeting activities during preparation time.

Each ABE and Early Learning teacher will be paid for 15 minutes of time prior to each class and for 15 minutes of time following each class.

Examples of work responsibilities include but are not limited to:

- a. Lesson preparation
- b. Evaluation of student work
- c. Materials preparation

- Subd. 2. Instruction Management Time: Shall be defined as the hours of the duty day outside of designated prep time and student contact time. This time is designated to address the responsibilities of the teacher which contribute to the program as a whole, to their instructional effectiveness, communications with students, parents and colleagues and carrying out school board policy.

ABE Teachers and Early Learning Teachers will receive 15 minutes of instructional management for every 1 hour they teach pro-rated to the nearest quarter hour for instructional management time.

Examples of instructional management work responsibilities are:

1. Lesson preparation
2. Evaluation/Assessment of student work

3. Materials preparation
4. Home contacts
5. Data management/record keeping
6. Professional meetings
  - a. Contact with Student Services/ECSE/IEP meetings/EL
  - b. Committee work
7. Staff development
8. Staff meetings/building meetings/team meetings
9. Grade Level collaboration/discussions/PLC meetings
10. Meetings with Supervisor

- Subd 3. For Pre-K teachers, 12 hours per year on non-school days will be scheduled for assessment work and data meetings.
- Pre-K Teachers will be paid 20 minutes for each conference and 3.5 hours prep per class.
- Subd. 4. Department, Staff, and Team Meetings: The ABE and Early Learning managers will create a calendar of professional development, staff and team meetings for the year. Staff will be paid at their hourly rate for each staff and team meeting. These meetings will be scheduled outside the student contact time.
- Subd 5. Employee's hourly rate will be provided for new curriculum, new classes, mentoring new teachers, and other initiatives. Employee's hourly rate time will also be provided for transitioning classes to newly assigned teachers.

Section 3. Leaves of Absence

- Subd. 1. Sick/Emergency Leave: Sick/emergency leave shall be credited on the first day of each contract year. Teachers shall earn 1 hour of sick/emergency leave for every 12 hours worked and may accrue up to a maximum of 1440 hours of unused sick/emergency leave.
- Subd. 2. Personal Leave: Teachers shall be granted up to 5 days per year of personal leave. Five personal leave days will be granted each school year. Days must be used in whole or half day increments and unused days will not be carried forward to next year. Personal leave to be used at the discretion of the teacher shall be credited and used in accordance with the following provisions:
- |                           |  |
|---------------------------|--|
| 1st day of personal leave | No salary deduction, and no sick leave will be deducted        |
| 2nd day of personal leave | No salary deduction, and no sick leave will be deducted        |
| 3rd day of personal leave | Salary deduction of 100% of sub pay or deduction of sick leave |
| 4th day of personal leave | Salary deduction of 100% of sub pay or deduction of sick leave |
| 5th day of personal leave | Salary deduction of 100% of sub pay or deduction of sick leave |
- Subd 3. Personal leave requests shall be filed with the program manager at least one (1) week in advance of the anticipated absence. The number of simultaneous requests that can be approved may be capped at 10% at the discretion of the program manager if substitute coverage is inadequate.
- Subd 4. Personal Leave days will be prorated as a percentage based on base hours with 1280 being a ceiling with no accumulation.
- The number of hours to be paid for the personal day would be the average number of hours an employee works per day (found by taking your total hours scheduled per week and dividing by the number of days you work per week).
- Subd 5. Teachers who are employed at least 1280 hours per year will receive 6 paid holidays per year at their daily rate of pay and regular hours. Teachers working 1020-1279 base hours will be given 5 paid holidays. Teachers working less than 1019 base hours will be given 4 paid holidays. The number of hours to be paid for the holiday would be the average number of hours an employee works per day (found by taking your total hours scheduled per week and dividing by the number of days you work per week.)

Time carded employees should add two days of holiday pay to their December 15th timecard and two days of holiday pay to their May 15th timecard. The number of hours to be paid for each day is outlined in the paragraph above.

- Subd. 6. Short-term Leave for Salaried ABE/Early Learning Employees: A teacher may request a short-term leave only if personal leave has been exhausted and shall be granted only in extraordinary circumstances as determined by the supervisor. Short-term leave may be granted for a maximum of 10 working days. Short-term leave shall be without pay. Benefits in effect prior to the leave shall continue during the leave. Requests for short-term leave shall be submitted in writing to the supervisor 15 working days prior to the beginning of the short-term leave. Short-term leave shall usually be limited to once in each four-year period of employment.

Short-term Leave for Time Carded Employees: ABE/Early Learning time carded employees will be permitted to request time off during the year that would normally not exceed up to two weeks of regular work hours. An employee wishing to take time off must receive administrative approval from the program supervisor, subject to student needs. This time-off will alter their base hours for the current year only.

- Subd. 7. Long-term Leave:

- A. A teacher may be granted a leave of absence without pay for up to one year for professional growth, family emergency, or to explore alternative employment opportunities.
- B. A request for a long-term leave must be filed with the supervisor and Human Resources on or before February 1<sup>st</sup>.
- C. In the event that a request for long-term leave is granted, the teacher shall have the right to continue health and life insurance for up to 12 months at the teacher's own expense.
- D. While on a long-term leave, the teacher must inform Human Resources by February 1 of their leave of their intent to resign or to commit to return from the leave. Failure to make such notification shall constitute a resignation, effective immediately.
- E. Upon return from a long-term leave, a teacher will be assigned to a position for which they are qualified but the teacher is not guaranteed assignment to the position they had prior to the leave.

- Subd. 8. Child Care Leave and Adoption Leave: Teachers are eligible for child care leave and adoption leave pursuant to Article Thirteen, Section 4 and Section 5 of this agreement.

- Subd. 9. Substitutes: Teachers shall make a reasonable effort to find a substitute in the event they are on sick/emergency leave. In those situations when the teacher is unable to secure a substitute, the supervisor will secure the substitute. A list of substitutes will be provided by the program managers.

- Subd. 10. Resignations: In the event a teacher resigns and has used leave time that has not yet been earned, the teacher will be required to reimburse the district for that time.

#### Section 4. School Year

- Subd. 1. Calendar: The District shall, prior to April 1 of each school year, set the calendar for the next school year in ABE and Early Learning.

- Subd. 2. Emergency Closings: In the event of a school day or workshop day lost for any emergency, the teacher shall perform duties on that day or the make-up day, if any, as directed by the Director of Community Education. In the event that a school day or workshop day is cancelled due to severe weather, teachers shall not be required to report for duty on that day. Should a teacher be on leave on a day when an emergency closing occurs, the leave shall not be processed.

#### Section 5. Base Hours, Seniority and Assignment/Staffing:

- Subd. 1. Base Hours:

- A. The term "base hours" is defined as the fraction of employment for which a person is initially hired and is hereafter entitled to, based on seniority. If the teacher's assignment is subsequently increased, they shall have an increase in their base hours as of their original date of hire, only if the hours were not earned through a grant, sub hours, volunteer coordination or teacher prep time for volunteers.
- B. Hours shall be applied to assignments and made at the beginning of the school year.

Subd. 2 Seniority:

There will be separate seniority lists for license-required staff in ABE and license-required staff in Early Learning. These lists will be separate from the K-12 teacher seniority list.

Subd 3. Staff Reduction and Recall:

- A. A one week notice will be provided of possible lay off and/or reduction in hours.
- B. In the event that it is necessary to lay off ABE and/or Early Learning teachers, the reduction shall be in reverse seniority with the least senior teacher(s) being reduced first. Recall to available positions shall be in seniority order and according to licensure, with the most senior being recalled first.
- C. In the event that a senior ABE teacher is reduced in hours, they may assume some of the hours from a less senior person at the term break, based on appropriate license. This provision is not applicable to Early Learning teachers.
- D. No new teachers shall be hired if there are Early Learning, ABE and/or Dual Enrollment teachers who have been laid off or reduced in hours with the appropriate licensure.

Subd. 4. Assignments:

- A. Assignment of classes is at the discretion of the School District.
- B. All vacant positions and/or new hours shall be posted to current staff via email from the program manager.

Subd. 5. Probation and Evaluation:

In the event that a new evaluation system is established, the District shall provide the evaluation systems to ABE and Early Learning teachers and EM-R prior to the implementation of the new system.

Section 6. Salaries:

Subd. 1. Salary Range: Effective July 1, 2013, teachers hired after July 1, 2004 will be paid based on the following matrix:

2019-20				
Steps	BA	BA+30	MA	MA+30
1	\$28.54	\$29.44	\$30.34	\$31.81
2	\$29.21	\$30.11	\$31.01	\$32.52
3	\$29.64	\$30.54	\$31.44	\$32.97
4	\$29.91	\$30.82	\$31.72	\$33.26
5	\$30.16	\$31.05	\$31.94	\$33.49
6	\$30.76	\$31.66	\$32.56	\$34.15
7	\$31.06	\$31.96	\$32.86	\$34.46
8	\$31.37	\$32.27	\$33.17	\$34.78
9	\$31.69	\$32.59	\$33.49	\$35.12
10	\$31.99	\$32.89	\$33.79	\$35.43
11	\$33.30	\$34.20	\$35.10	\$36.81
12	\$33.97	\$34.88	\$35.80	\$37.54

2020-21				
Steps	BA	BA+30	MA	MA+30
1	\$29.11	\$30.03	\$30.94	\$32.44
2	\$29.80	\$30.72	\$31.63	\$33.17

3	\$30.23	\$31.15	\$32.07	\$33.63
4	\$30.51	\$31.43	\$32.35	\$33.93
5	\$30.76	\$31.67	\$32.58	\$34.16
6	\$31.38	\$32.30	\$33.21	\$34.83
7	\$31.69	\$32.60	\$33.52	\$35.15
8	\$31.99	\$32.91	\$33.83	\$35.47
9	\$32.32	\$33.24	\$34.16	\$35.82
10	\$32.63	\$33.55	\$34.47	\$36.14
11	\$33.97	\$34.88	\$35.80	\$37.55
12	\$34.65	\$35.58	\$36.51	\$38.29

The salary range for current ABE and Early Learning teachers hired before July 1, 2004 shall be for 2019-2020 at \$26.16 - \$38.05 per hour and 2020-2021 at \$28.98 - \$38.15 per hour.

- Subd. 3. Resignations: In the event a teacher resigns and has received compensation for time not yet worked or has used leave time that has not yet been earned, the teacher will be required to reimburse the district for the appropriate amount.

#### Section 7.

##### Group Insurance:

- Subd. 1. Health Insurance: The School Board shall contribute the following amounts for Health Insurance for employees with base hours of at least 1020 hours per year.  
Eligible employees will receive a District Contribution of \$787.60 per month in 2019-2021 for single coverage. For dependent coverage, all eligible employees will receive a District Contribution of \$1,200 per month in 2019-2020, and \$1,200 for 2020-2021.
- Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Employees may purchase Health Insurance at their own expense, through payroll deduction taken from October – May.
- Subd. 2. Dental Insurance: The School Board shall contribute the following amounts for Dental Insurance for employees with base hours of at least 1020 hours per year. Eligible employees will receive a District Contribution of \$40.00 per month in 2019-2021.
- Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Employees may purchase Dental Insurance at their own expense, through payroll deduction taken from October – May.
- Subd 3. Long Term Disability: The School Board shall provide income protection on a 70% plan form for teachers contracted for 1020 base hours or more per year. Social Security benefits or teacher's retirement paid to the disabled employee may off-set the amount of the payment to the disabled employee from the insuring company.
- Subd. 4. Life Insurance: The School Board shall provide \$50,000 of group term life insurance coverage per teacher contracted for 1020 base hours or more per year. Teachers working fourteen (14) hours or up to thirty (30) hours per week shall be eligible to participate in the life insurance program at the employee's expense through payroll deduction.
- The School Board agrees, if such option can be obtained, to secure an additional fifty (50) thousand dollars of supplemental group term life insurance at the expense of the teacher. The availability of such coverage

shall be subject to all terms and conditions imposed by the carrier. In no event shall such voluntary supplementary coverage increase the premium for the basic coverage provided by the School Board.

- Subd 5. Non-participation: An eligible teacher who chooses not to participate in the District insurance plans shall forfeit any right to monetary gain in lieu of an insurance premium.
- Subd. 6. Liability: The School Board shall contribute the sum necessary to provide liability coverage to state required limits for each licensed professional employee.
- Subd. 7. Worker's Compensation Insurance: The School Board shall carry worker's compensation insurance on all teaching employees in case of injury or accident while on school business, in the school room or elsewhere.

Section 8. Tax Sheltered Annuity:

- Subd. 1. Participation: Teachers may participate in the 403(b) program provided in M.S. 356.24 according to the provisions contained in this Section. The District shall provide information regarding enrollment.
- Subd. 2. Eligibility for District Match: Effective July 1, 2008, Teachers who have completed one full year and who have base hours of a minimum of 450 hours per year are eligible for a District Match. Completed applications must be submitted by July 31, to be effective Sept. 15, or by Aug. 31 to be effective Oct. 15.
- Subd 3. District Match: Beginning on July 1, 2008, the maximum annual district contribution shall be based on 1% of the participating teacher's pay up to a maximum of \$2,000 per year. All matching District Contributions belong to the individual teacher during and after employment in District 623.

## ARTICLE TWENTY-TWO

### NO STRIKE AGREEMENT

The Exclusive Representative agrees that during the term of this agreement, neither it nor any of its members shall support a strike of any other group of district employees.

## ARTICLE TWENTY-THREE

### CONTRACT

#### PART ONE: PUBLICATION

- Section 1. Copies of Original Contract: There shall be two signed copies of the final Contract for purposes of record. One copy shall be retained by the School Board and one by the Exclusive Representative.
- Section 2. Publication of Contract: Copies of the Contract titled "Contract Between Independent School District 623 and Education Minnesota-Roseville" shall be provided at the expense of the School Board within thirty (30) working days after the Contract is signed. Copies shall be provided to teachers employed, hereafter employed, and to those persons who are offered employment by the School Board or its designated representative.
- Section 3. Copies to the Exclusive Representative: The School Board shall furnish twenty (20) copies of the Contract to the Exclusive Representative.

#### PART TWO: NEGOTIATIONS

- Section 1. Negotiation of a Successor Contract – Reopening Dates: If either the School Board or the Exclusive Representative desires to initiate negotiations of the successor Contract, it shall give written notice of such intent. Unless required by law or otherwise mutually agreed, the parties shall not commence such negotiations before March 1, 2019, nor later than May 1, 2019.
- Section 2. Review of Administration and Implementation of this Contract:
  - Subd. 1. Meetings. Designated representatives of the School Board and the Exclusive Representative shall meet at a mutually agreed time on the last Tuesday of each month from September through May, except

- December, for the purpose of reviewing the administration and implementation of this Contract. By mutual agreement, the parties may cancel, reschedule, or establish Contract Review meetings.
- Subd. 2. Agenda. Topics for the agenda shall be submitted to the other party or their designated representatives at least twenty-four (24) hours prior to the meeting unless mutually agreed otherwise.

### PART THREE: TERMS AND EFFECTS

- Section 1. Term: This Contract shall be effective as of July 1, 2019, and shall continue in effect until June 30, 2021. If a new contract has not been duly entered into prior to June 30, 2021, the terms of this Contract shall continue in full force and effect until modifications are made in such Contract pursuant to the PELRA.
- Section 2. Effect: This Contract constitutes the full and complete Contract between the School Board and the Exclusive Representative of the teachers of the district. The provisions herein supersede any and all agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.
- Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Contract, shall not be open for negotiation during the term of this Contract unless required by law or otherwise mutually agreed.
- Section 4. Severability. The provisions of this Contract shall be severable, and if any provision thereof or the application of any such provision is held invalid by law, it shall not affect any other provision of this Contract or the application of any provision thereof.
- If a specific provision within this Contract shall be individually ruled invalid as a result of court action, the School Board and the Exclusive Representative shall commence negotiations within ten (10) working days of such ruling to develop a legally valid substitute provision except when such ruling has been appealed or the parties mutually agree that a substitute provision is not necessary. This renegotiation of a specific severed provision shall not be subject to individual arbitration unless part of the negotiation to a successor Contract.
- Section 5. Successor Contract: In the event that a successor Contract has not been agreed to by June 30, 2019, the School Board reserves the right to withhold lane changes or any other salary increase as the School Board shall determine provided that written notice and the reason for such action are given to EM-R, as Exclusive Representative, and teachers of District 623 by June 1, 2019.
- Section 6. Retroactivity: The provisions of this Contract shall be retroactive to July 1, 2019, except as otherwise stated in this Contract. Teachers who have terminated employment or gone on leave status during this Contract period are to receive a prorated amount of their back wages and benefits as soon as practicable. Retroactive compensation and benefit adjustments related to the basic Contract shall be paid as soon as possible.
- Section 7. Continuing the Process: The parties acknowledge that the matters set forth in this contract are neither all inclusive nor complete. The parties acknowledge that in arriving at this contract, additional matters have been extensively discussed. These matters serve as broad guiding principles for the parties to follow in fulfilling the mission of Roseville Area Schools and in their relationships with each other. It is the intention of the parties to consider those principles to provide guidance for and the substance of future agreements.

## ARTICLE TWENTY-FOUR

### WORKPLACE SAFETY/TEACHER PROTECTION

It is recognized by the Board and teachers that a duty of the professional educator is to nurture the self-worth of individuals throughout the educational proceedings. As such, maintaining the safety of students AND staff is of utmost importance in an educational setting.

- Section 1. Teachers shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being or that of students.
- Section 2. Teachers shall not be subjected to harassment, inappropriate behavior, or intimidation by a parent or any other person in the performance of the teacher's duties. Teachers shall report such prohibited behavior to their supervisor and/or human resources.
- Section 3. Safe Facilities Environment: The School District shall maintain uniform standards of safety throughout all the district facilities in order to provide a safe environment.
- Section 4. The District shall reimburse teachers for any personal property (excluding personal technology) damaged by a student up to \$200 per incident not covered under workers' compensation while a teacher is performing teaching duties. The

teacher must submit a claim to the supervising administrator for initial approval. Once approval is received from supervising administrator then human resources and finance will approve to reimburse via payroll.

Section 5. Please refer to ISD 623 policies on the school district website in regards to workplace safety and contact Human Resources regarding benefits and compensation questions related to workplace injuries.

IN WITNESS WHEREOF, The School Board of Independent School District 623 and Education Minnesota-Roseville, as Exclusive Representative of teachers in District 623, have executed this CONTRACT and cause it to be signed by their official representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

EDUCATION MINNESOTA-ROSEVILLE

DISTRICT 623 SCHOOL BOARD

\_\_\_\_\_  
EM – R President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Lead Teacher Negotiator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Chief Board Negotiator



**Appendix A**  
Salary Schedules

<b>2019-2020</b>											
	<b>BA00</b>	<b>BA15</b>	<b>BA30</b>	<b>BA45</b>	<b>BA60</b>	<b>MA00</b>	<b>MA15</b>	<b>MA30</b>	<b>MA45</b>	<b>MA60</b>	<b>DR/SP</b>
1	42,624	43,541	45,215	46,894	47,808	48,722	49,638	50,553	51,469	52,383	53,297
2	42,817	43,706	45,478	47,251	48,139	49,026	49,915	50,804	51,692	52,580	53,468
3	43,010	43,872	45,741	47,607	48,470	49,330	50,191	51,054	51,916	52,777	53,638
4	43,578	46,123	48,072	50,020	50,870	51,750	52,567	53,417	54,376	55,358	56,406
5	45,255	49,505	51,583	53,661	54,520	55,442	56,236	57,096	58,176	59,300	60,557
6	46,933	52,888	55,095	57,302	58,170	59,134	59,906	60,776	61,976	63,243	64,708
7	48,610	56,270	58,606	60,943	61,820	62,826	63,576	64,456	65,776	67,185	68,859
8		59,653	62,117	64,584	65,470	66,518	67,246	68,135	69,576	71,128	73,010
9		63,035	65,628	68,224	69,120	70,210	70,915	71,815	73,376	75,070	77,161
10		66,418	69,140	71,865	72,770	73,902	74,585	75,495	77,176	79,012	81,312
11		67,625	70,377	73,131	74,046	75,190	75,881	76,944	78,710	80,668	83,126
12		68,997	71,785	74,575	75,502	76,661	77,361	78,580	80,435	82,519	85,141
13		70,370	73,194	76,019	76,959	78,132	78,842	80,217	82,161	84,370	87,156
14		72,025	74,896	77,768	78,724	79,917	80,639	82,176	84,217	86,561	89,523
15		77,072	80,125	83,179	84,196	85,463	86,231	88,010	90,246	92,840	96,123

<b>2020-2021</b>											
	<b>BA00</b>	<b>BA15</b>	<b>BA30</b>	<b>BA45</b>	<b>BA60</b>	<b>MA00</b>	<b>MA15</b>	<b>MA30</b>	<b>MA45</b>	<b>MA60</b>	<b>DR/SP</b>
1	43,476	44,412	46,119	47,832	48,764	49,697	50,631	51,564	52,499	53,430	54,363
2	43,673	44,581	46,387	48,196	49,101	50,007	50,913	51,820	52,726	53,631	54,537
3	43,871	44,749	46,655	48,559	49,439	50,317	51,195	52,075	52,954	53,833	54,711
4	44,384	46,976	48,961	50,945	51,811	52,707	53,539	54,405	55,382	56,382	57,449
5	46,093	50,421	52,538	54,654	55,528	56,467	57,277	58,153	59,252	60,398	61,677
6	47,801	53,866	56,114	58,362	59,246	60,228	61,014	61,900	63,123	64,413	65,905
7	49,509	57,311	59,690	62,070	62,963	63,988	64,752	65,648	66,993	68,428	70,133
8		60,756	63,266	65,778	66,681	67,748	68,490	69,396	70,863	72,444	74,361
9		64,201	66,843	69,487	70,399	71,509	72,227	73,143	74,733	76,459	78,589
10		67,646	70,419	73,195	74,116	75,269	75,965	76,891	78,603	80,474	82,817
11		68,775	71,573	74,374	75,305	76,468	77,171	78,252	80,048	82,039	84,539
12		70,170	73,005	75,843	76,786	77,964	78,676	79,916	81,803	83,922	86,588
13		71,566	74,438	77,311	78,267	79,460	80,182	81,581	83,558	85,804	88,638
14		73,249	76,169	79,090	80,063	81,276	82,009	83,573	85,649	88,033	91,045
15		78,768	81,888	85,009	86,048	87,344	88,128	89,946	92,232	94,883	98,237

**Appendix B**  
Extra Curricular Pay Schedule

	<b>2019-2020</b>	<b>2020-2021</b>
Auditorium Manager/ Technical Director (HS)	7347	7494
Music Director (MS)	2110	2152
Music Director (PCS)	1410	1438
Pep Band Director (HS) total divided per total number of directors***	2226	2271
Music Director (HS) defined as 2 curricular, 1 major, 1 minor (Band/Orchestra/Choir)	6409	6537
Music Director, Assistant (HS) defined as 1 curricular, 1 major OR 2 minors (Band/Orchestra/Choir)	4170	4253
Music Director, Adjunct B (HS) defined as 0 curricular, 1 minors (Band/Orchestra/Choir)	1854	1891
Bowling Coach (HS)	1591 – 2653	1623 – 2706
CEC Chair	532	543
Cheerleader Coach (HS)	5248	5353
Cheerleader Coach (HS), Assistant	2604	2656
Theater Director (MS) fall or spring play	2158	2201
Theater Director (MS) for Musical Director	2638	2691
Theater Director (Each) (HS)	6409	6537
Choreographer (Each) (HS)*	1039 - 1479	1060 - 1509
Choral Director (Each) (HS)*	1097 – 1608	1119 – 1640
Pit Orchestra Director (Each) (HS)*	1097 – 1608	1119 – 1640
Set Director (Each) (HS)*	1149 – 1698	1172 – 1732
Costume Director (Each) (HS)*	827 – 1032	844 – 1053
Club Activity ** (10wk) (one meeting /week)	359	366
Debate (Head) (HS)	6409	6537
Debate, Assistant (HS)	2778	2834
DECA (HS)	4107	4189
Elementary Music Teacher	743	758
Elementary Track Meet Coordinator	1932	1971
Equipment Manager	9271	9456
Student Council (HS)	1119 - 6409	1141 – 6537
Director, Traveling Troupe, Improv Coach and Thespian Group Director (HS)	1591	1623
Math Team (HS)	2865	2922
National Honor Society (HS)	2778	2834
Newspaper (HS)	6409	6537
One Act Play (HS)	3160	3223
Quiz Bowl (HS)	2939	2998
Raider Graphics (HS)	1119 - 6409	1141 – 6537
Speech Activities (HS)	6409	6537
Speech, Assistant (HS)	2778	2834
Student Council (MS)	2223	2267
Weightroom Training Fall/Spring (HS)	2550	2601
Weightroom Training Winter (HS)	3060	3121
Weightroom Training Summer (HS)	3570	3641
Yearbook (HS)	6409	6537
Adapted Athletics Coordinator (HS)	2060	2101
Robotics (HS)	2782	2838
Robotics (MS)		1800
Trimester Activity		400

\*Amounts mutually agreed to by Principal, Director and Teacher, within range.

\*\* Includes both secondary and elementary club activities.

\*\*\*Major extra-curricular ensembles meet twice per week for two hours. Minor extra-curricular ensembles meet once per week for one hour.

Persons who have completed five (5) consecutive years in the same extracurricular activity will be eligible for a 5% longevity increment.  
Persons who have completed ten (10) consecutive years in the same extracurricular activity will be eligible for a 10% longevity increment.  
Longevity Pay does not apply to new coaches starting employment after July 1, 2014.

A stipend of \$132 for 2019-20 and \$134.64 for 2020-21 will be paid to music teachers conducting district-wide grade level Honors Band, Honors Chorus or All District Orchestra.

Teachers qualifying for extra curricular pay shall have the option of being paid in installments or in a lump sum at the conclusion of the activity. Unless stated otherwise, payments will be made in installments.

	<b>2019-2020</b>	<b>2020-21</b>
Stage Manager/Play Assistant	14.59/hr	14.88
Resource Room Activities	16.70/hr	17.03
Study Hall or Supervisory Responsibility during academic day, Elementary Supervisory	16.70/hr	17.03
Extra Duties	14.59/hr	14.88
Cafeteria Duty	14.59/hr	14.88

## Appendix C

### SENIOR HIGH COACHES' SALARIES FOR A LICENSED TEACHER

	2019-20	2019-20	2019-20	2020-21	2020-21	2020-21
Activity	Head Coach	Asst. Coach	Freshman Coach	Head Coach	Asst. Coach	Freshman Coach
Football, Basketball, Hockey, Swimming, Wrestling	\$6409	\$4808	\$3874	\$6537	\$4904	\$3951
Baseball, Softball, Gymnastics, Volleyball, Track, Soccer, Cross-Country Running, Tennis, Golf, Cross-Country Skiing, Downhill Skiing, Lacrosse, Competitive High Kick and Jazz Funk Dance Team	\$5141	\$3856	\$2872	\$5244	\$3933	\$2929

### MIDDLE SCHOOL COACHES' SALARIES FOR A LICENSED TEACHER

	2019-20	2019-20	2020-21	2020-21
Activity	Head Coach	Asst. Coach	Head Coach	Asst. Coach
Football, Basketball, Swimming, Wrestling, Baseball, Softball, Track	\$2573	\$2189	\$2624	\$2233
Volleyball, Soccer, Tennis	\$2253	\$1915	\$2298	\$1953

This compensation is based on providing services for a season and will not be adjusted if the season's length changes.

The coach shall have the option of being paid in installments or in a lump sum at the end of the season. Unless stated otherwise, the payments will be made in installments.

Persons who have completed five years of coaching in a sport will be eligible for five (5) consecutive percent longevity increment. Persons who have completed ten (10) years of coaching in a sport will be eligible for a ten (10) consecutive percent longevity increment. Longevity Pay does not apply to new coaches starting employment after July 1, 2014.

Appendix D

RESPONSIBILITY PAY

	2019-2020	2020-2021
Elementary Administrative Assistant	3552-5791	3623 -5907
Lead Teacher Secondary	1629	1662
Mentor	617	629
Advanced Placement Coordinator	940-1762	959 - 1797
Curriculum Assistant (Elem)	1438	1467
Middle School Team Leader	651	664
RTT Chair	927-1629	946 - 1662
District Crisis Team	617	629
Elementary Department Leader <ul style="list-style-type: none"> <li>• Vocal Music</li> <li>• Instrumental Music</li> <li>• PE</li> <li>• Kindergarten</li> <li>• Art</li> </ul>	1111	1133
Teacher on Special Assignment EDC Coordinator <ul style="list-style-type: none"> <li>•Curriculum/ Staff Development</li> <li>•Equity/ Diversity</li> <li>•Gifted and Talented</li> <li>•Student Assistance</li> <li>•AVID Coordinator</li> </ul>	1801	1837
Connections (HS)	1801	1837
District Committee Memberships (If paid, the rate for committee memberships would be set at the time the committee advertises for membership. Hourly rate is defined in Article Six, Section 10.)		
Nurses	468-1001	477 – 1021
High School Supervisor	Daily Rate/Hr	Daily Rate/Hr
Gifted and Talented Resource Teacher (Rated based on level of responsibilities mutually agreed upon by the teacher and principal-see job description-in each school)	A. 2,585 B. 1,938 C. 1,409	A. 2,636 B. 1,977 C. 1,437
Title I Coordinator		1286
NVCI Trainer		1145

Teachers qualifying for responsibility pay shall have the option of being paid in installments or in a lump sum at the conclusion of the activity. Unless stated otherwise, the payments will be made in installments.

Appendix E

Roseville Area Schools  
Grievance Report Form

Name: \_\_\_\_\_ Date Filed: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
month day year

School: \_\_\_\_\_ Date Rec'd: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
month day year

Description of Grievance:

Requested Remedy:

Contract section allegedly violated: \_\_\_\_\_

Date incident occurred: \_\_\_\_\_

This grievance is directed to: \_\_\_\_\_

Signed: \_\_\_\_\_  
Teacher

Signed: \_\_\_\_\_  
EM-R Representative

pc: Human Resources  
EM-R  
Teacher  
Principal

## **Addendum #1**

### **Statement of Intent**

As a result of the 2015-2017 negotiations between EM-R and ISD #623 the strong intent of the parties is to continue retiree health insurance benefit in the following manner. Effective July 1, each year, the district contribution for health insurance to eligible retirees will be adjusted to equal the amount of district contribution toward health insurance for active employees the previous school year.

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## **Addendum #2**

### **MEMO OF UNDERSTANDING**

Education Minnesota – Roseville and District 623 School Board mutually agree to the following:

Eligibility requirements: This memorandum applies to teachers who have met the following provisions: Became a Teacher Retirement Association (TRA) member prior to July 1, 1989, is within five years of qualifying for the “Rule of Ninety”, and were employed by Roseville Area Schools prior to July 1, 2015.

#### Pre-Rule of Ninety Opportunity.

Eligible teachers may choose to take up to a five (5) year extended leave “window to retirement” as provided by TRA policy covering Extended Leave. That is, a teacher may request an extended leave of absence for up to five years and would be allowed to retire at the end of any school year during the leave or in the year when the teacher qualifies for the “Rule of Ninety.” The School District will pay the district’s share of the TRA contribution during this leave. While on this leave, a teacher eligible for insurance benefits under Article Seven of the teacher’s contract will receive insurance benefits in accordance with Article Seven, Section 1, i.e. medical.

The teacher’s share of TRA will be paid by the School District in accordance with MS 354.094, Subd. 1. This contribution to TRA will be based upon the salary recognized by TRA during the last year of employment.

While the teacher may retire during this leave, there is no requirement to retire. A teacher returning to duty at the beginning of a school year must submit their letter of intent on or before March 1 of the prior school year. In order to qualify for the extended leave provisions of M.S. 122A.46, the teacher must:

- Have ten years of allowable service.
- At least five years in District 623
- Not accept another contractual position in a Minnesota public school while on leave since they would lose their reinstatement rights.

If a teacher retires while on this leave, and is eligible for the provisions in Article Seven of the teacher’s contract, the district will pay the teacher’s insurance package in the manner prescribed in the early retirement section of this contract, (Article Seven, Section 1, Subd. 7 and 8). Severance will be paid according to Article Seven, Section 1, Subd. 4 and based upon the salary from final year of active employment.

If a teacher who is eligible for the provisions described in Article ~~XII~~ Seven of the teacher’s contract, accepts the provisions of this Memorandum of Understanding and subsequently returns to active employment in District 623, prior to retirement, then the district’s payments for insurance benefits would be reduced by the length of time the teacher was on this type of leave.

For the 2019-2020 school year, written notification to the school district to request this type of leave must be received on or before February 1, 2020, or a later date if mutually agreed upon by the Teacher and the School District.

For the 2020-2021 school year, written notification to the school district to request this type of leave must be received on or before February 1, 2021, or a later date if mutually agreed upon by the Teacher and the School District.

This memo expires as of June 30, 2021.

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### Addendum #3

#### MEMO OF UNDERSTANDING

Education Minnesota – Roseville and District 623 School Board mutually agree to the following:

##### **Special Education Substitute Pool**

1. 80 Substitute Days
  - Managed by the Student Services Executive Assistant:  
Responsibilities include establishing a code, monitoring use so that the total number of days approved do not exceed the budgeted amount. If the pool is exhausted before the end of the school year, notification will be sent to principals and special education team members at each site.
  - Special Education Teachers will access substitute days through their Referral Review Team.  
The teacher will bring a request for “due process assistance” to their Referral Review Team. The team will discuss ways to assist the teacher and may decide to approve the use of a substitute for the teacher. The teacher will then seek approval from the building principal. Approval for a substitute will be forwarded to the Student Services Executive Assistant. A Referral Review Team may approve substitute time for “due process assistance” from the pool, until the total district allocation of 60 or 80 days are exhausted.
  - Of the days in the Special Education Substitute Pool two (2) days per school year will be set aside for the exclusive use of the ECSE Staff.

In the event the days within the substitute pool are exhausted the district will consider additional requests based on individual need.

This memo expires as of June 30, 2021.

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### Addendum #4

Education Minnesota-Roseville and the District 623 School Board mutually agree to the following:

1. All teachers will participate in the District 623 ATPPS plan.
2. The negotiated salary schedule will define base pay for all teachers in District 623.
  - a. Teachers will advance through the salary schedule based on performance judged to be at district standard. Movement of one “Performance Increment” (formerly referred to as “step”) will be based on principal/supervisors’ judgment of performance at district standards.
  - b. In addition to base salary, teachers will earn up to \$2,000 variable pay for performance in the following areas:
    - i. \$300 if their site attains its ATPPS achievement goal
    - ii. \$300 if their PLC Team attains its achievement goal
    - iii. \$300 for completion of the Individual Growth and Development Plan
    - iv. \$1,100 for performance at district standard as judged by principal/supervisor
      1. Part time teachers will be eligible to receive \$1,100 X their assigned FTE (see District Website for guidelines for Part-Time and Partial Year Teachers.)
  - c. A teacher who fails to meet the provisions of “2-b-iii.” or “2-b-iv.” of the variable pay components will have the option to appeal to LMC, appeals process will be outlined in the ATPPS plan. Appeals must be filed by August 15<sup>th</sup> of the current school year.
  - d. ATPPS Lead Teacher will receive a stipend of \$1660 (see District Website for Guidelines for Lead Teacher Stipends)
3. During the year a teacher is assigned to an assistance team, the teacher will not receive \$1,100 for performance at standard. If the teacher begins the next year, while still assigned to an assistance team, the teacher will receive a portion of the \$1,100 for performance pro-rated from the date the teacher returned to standard. Assistance phase documents will specify the date the teacher is placed on assistance and the date the teacher is determined to be at standard.
4. During the time a teacher is assigned to an assistance team, they will not receive their performance increment until they are judged to be performing at standard. If the teacher begins the next year, while still assigned to an assistance team, the teacher will receive the performance increment pro-rated from the date they return to standard.
5. A probationary teacher will not receive performance pay if the district chooses not to renew their contract due to documented below-standard performance.
6. Raw data from peer observations conducted by the lead teacher or a trained member of the evaluation team will not be shared with a teacher’s administrator or used to determine ATPPS variable pay for performance at standard

- (\$1100), unless a teacher elects to provide this information to their supervising administrator. Documentation from individual observations conducted by teacher evaluators will not become part of an individual's personnel file.
7. All schools will implement the ISD 623 ATPPS plan as approved by the Minnesota Department of Education.
    - a. Proposed changes to the approved plan will be brought before the ISD 623 ATPPS Oversight Committee for consideration. The Oversight Committee will forward recommended changes to LMC for approval.
  8. The "variable pay" component and the support positions of Lead Teacher and Teacher Observer are funded from Alternative Teacher Pay Legislation. As the funding changes, the variable pay and support positions will be changed in relation to the funding.
  9. The District ATPPS Coordinator will share at LMC an ATPPS budget outline for all schools implementing ATPPS by December 31<sup>st</sup> of each school year.
  10. If state funding for ATPPS is eliminated:
    - A. District evaluation system will revert to Roseville Area Schools Teacher Growth, Development and Evaluation System.
    - B. Teachers will gain steps under the current contract regardless of employee assistance status.
    - C. This addendum will expire at the conclusion of the school year in which the funding ends.
  11. Details of the ISD 623 ATPPS Plan are available on the District Website.
- 

#### **Addendum #5**

##### **Personal Leave Incentive**

If a teacher uses no personal leave during a school year, the district will contribute \$300, prorated based on FTE, to the teacher's Post Retirement Health Care Savings Plan. Teachers donating to non LTD Bank would continue to be eligible for this incentive however the donating teachers' personal leave days would be reduced by the number of days donated. A teacher must work at least 120 days to be eligible for the Personal Leave Incentive. Any teacher who qualifies for this incentive, but does not already have a HCSP Account, will have an account created for them. This addendum expires June 30, 2021.

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#### **Addendum #6**

##### **Items of Mutual Interest**

Section 1.01 While the resolution of some of the issues during Interest Based Collective Bargaining results in contract language changes, and memos of understanding, other issues are resolved by mutual agreement and the development of a process or plan of action to be followed. Further information of the issues resolved by mutual agreement are located within this Addendum.

The issues are:

- 6-A. Health/Safety
- 6-B. Licensure Issues
- 6-C. Elementary Preparation Time
- 6-D. Leave Considerations
- 6-E. FTE Designations
- 6-F. Teacher Workload
- 6-G. Early Retirement
- 6-H. Class Size

The attached documents are not part of the contract and are not binding contract language. However, the negotiations teams felt that it was important that this information be publicized and included with the contract to highlight its importance.

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##### **6-A. Health / Safety**

- Building Health / Safety Committee will review health / safety issues and report annually.
- Continue to implement the staff notification procedures as published below.

## Notification To Staff Members Of Students With A History Of Violent Behaviors

The following guidelines were established through the Interest Based Collective Bargaining (IBCB) process used to negotiate the 1999-2001 contract between Education Minnesota-Roseville and the School Board of District 623. These guidelines address notification as defined in Minnesota Statute.

### District 623 Guidelines

1. Students with a history of behavioral disorders may have been identified for special education services. The IEP manager will inform \*first ring staff members of strategies for intervention and conflict resolution training.
2. School administrators who are aware of students who have been \*\*charged/convicted of violent crimes or are aware of students who have a recorded history of violent behavior, will
  - Discuss the information with the administrative team and appropriate student support staff. i.e.: counselor, social worker
  - Determine the appropriateness of intervention and/or conflict resolution training for first ring staff members and the specificity of information to be shared
  - Provide information to first ring staff members and any recommendations for successfully working with the student

\* First ring staff members: those staff members having direct contact with identified student i.e.: teacher, coach, hall supervisor

\*\* The responsibility for providing schools information regarding a student charged with a felony rests upon the child's probation officer. It is recommended that annual contact with the county probation officer be initiated by a secondary administrator.

The IBCB team recognizes the importance of this issue and recommends discussion at the building level.

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### 6-B. Licensure Issues

- EM-R and the district expect that teachers are willing, able and qualified to teach in all areas of their licensure.
- Individuals considering dropping a license are strongly encouraged to contact EM-R before November 15.

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### 6-C. Elementary Preparation Time

- By October 15th, each elementary principal will ask special education teachers and ELL teachers to give them a copy of their schedule. The principal will review the schedule to determine if the teacher's schedule provides prep-time within the parameters outlined in the contract.
- By November 15th, a document will be prepared to show how each elementary school uses its resources to provide preparation time for teachers.
- If any teacher believes that they are not receiving preparation time within the parameters outlined as follows, they should meet with the principal/supervisor to resolve the issue. If the issue is not able to be resolved at that level, the EM-R Member Rights Chairperson and a district center administrator will work with the teacher and principal/supervisor to resolve the issue.
- Principals/Supervisors will work with student services staff members, who act as case managers, to include due process time within their schedule.

See Article X Ten for additional information on Preparation Time.

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### 6-D. Consideration for Leaves

The following are considerations for Long Term and Extended Leaves:

- Child care leave the year of delivery
- Child care leave the following year (second year of child care leave)
- Completion of an advanced educational degree or to work on advanced education credits

- Personal or family emergencies
- Personal or family situations
- Five year extended leave of absence

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#### 6-E. Secondary FTE Designations

Parkview- Teach an average of 5.5 out of 7 classes each semester. Total of 11 classes in a year. Each class section is worth 1/11

RAMS- Teach 5 out of 7 classes for each trimester (plus one Team advisory period.) Total of 15 classes (and 3 Team advisory periods.) Each class section is worth 1/15

RAHS- Teach 4 out of 5 each trimester. Total of 12 classes per year. Each class section is worth 1/12

FAHS- 6 classes each trimester, or 5 classes and ½ period silent sustained reading and ½ period of advisory. Total of 18 per year. Each class section is worth 1/18.

If the structure of the student day at a building changes, the FTE designations at the building will be re-negotiated with EM-R.

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#### 6-F. Teacher Workload

The District acknowledges that many different factors, such as class size and meeting load, add to teacher workload. EM-R and the District agree to discuss these situations and seek solutions to make these situations more workable on an annual basis in LMC while encouraging teachers to work with building administration/ supervisor to seek solutions.

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#### 6-G. Early Retirement

Upon request from the teacher, the district may offer early retirement to a teacher who is at TRA pay-out age, a) both portions of TRA and/or b) District contribution toward a district Health Insurance Plan. This would be in effect for a maximum of five years.

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#### 6-H. Class Size.

If an elementary classroom exceeds 32 students on October 1st, the teacher will be allowed to timecard 8 additional hours at the development rate over the course of the year to cover additional responsibilities created by large class sizes during the duration of this contract.

If a secondary classroom (with the exception of Band, Orchestra, Choir, PE and Co-taught classes) exceeds 37 students on the third week of the trimester the teacher will be allowed to timecard 4 additional hours at the development rate over the course of the trimester to cover additional responsibilities created by large class size during the duration of this contract. If a counselor is assigned a caseload of more than 500 students on the third week of the trimester the counselor will be allowed to timecard 8 additional hours at the development rate over the course of the year to cover additional responsibilities created by large caseload during the duration of this contract.

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### Addendum #7

#### FMLA Summary Information

##### **The Family and Medical Leave Act (FMLA) of 1993, Public Law 103-3**

If a discrepancy develops between this summary and federal law, the law will govern.

The Family and Medical Leave Act (FMLA) of 1993, Public Law 103-3, was enacted by the Federal Government on February 5, 1993. FMLA entitles eligible employees to take up to twelve (12) workweeks of unpaid, job protected leave each year for specified family and medical reason.

FMLA applies to all public agencies and many private sector employers. To be eligible for FMLA benefits, an employee **must**:

1. work for a covered employer;
2. have worked for the employer for a total of at least twelve (12) months; and
3. have worked for at least 1,250 hours over the previous twelve months.

A covered employer must grant an eligible employee up to a total of twelve (12) workweeks of **unpaid** leave during any twelve (12) month period for one or more of the following reasons:

1. for the birth or placement of a child for adoption or foster care;
2. to care for an immediate family member (spouse, child, or parent) with a serious health condition;
3. to take medical leave when the employee is unable to work because of a serious health condition;
4. any qualifying exigency arising out of the fact that the employees' spouse, domestic partner, son, daughter or parent is a covered military member on "covered active duty."

Twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, domestic partner, son, daughter, parent or next of kin (military caregiver leave.)

Subject to certain conditions, employees or employers may choose to use accrued paid sick leave to cover some or all of the FMLA leave. Teachers eligible for FMLA will be allowed to use available sick/emergency leave for up to 12 weeks if the need is certified by the attending physician. Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily schedule. If FMLA leave is for the birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval. FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

Upon return from FMLA leave, an employee must be restored to their original job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to **before** using the FMLA leave.

Further information on FMLA leave is available on the US Department of Labor website, at the District's Human Resources office and through Education Minnesota-Roseville.

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#### **Addendum #8**

##### **Summary Information**

Teachers Retirement Association  
60 Empire Drive Suite 400  
St Paul MN 55103 651-296-2409, 800-657-3669  
<https://www.minnesotatra.org/>

#### **Extended Leave of Absence**

##### **Summary Information**

If a discrepancy develops between this summary and state law, the law will govern. The primary statutory provisions are Minnesota Statutes, sections 354.094, 122A.46 and 136F.43.

#### **Extended Leave of Absence**

An extended leave of absence is a leave that has been authorized by an employer for a period of at least three years but not more than five years. This leave must be documented by Board minutes or by policy. You are required to retain the right to full reinstatement both during and at the end of your extended leave (unless you are a superintendent). An extended leave granted with the condition that you must resign is not a leave for which service credit can be purchased. Please note that members have the right to be reinstated to a position for which they are licensed at the beginning of any school year that immediately follows a year of extended leave, provided notification is provided as outlined in the applicable statute (MS 122A.46). The termination date for all extended leaves is the date of the last normal teaching day covered by the extended leave.

#### **Employer Certification**

Your employer must certify your extended leave to us on the Leave of Absence Report (TRA-1500) at the time your extended leave is granted. Please check with your employer to ensure that this certification has been reported to our office. Your employer from which you are on leave may pay any portion of the employer share of the contributions, but is not obligated to do so. The employer may also agree to pay any portion of

the employee contributions. If your employer agrees to pay employee contributions, a copy of the agreement executed between your employer and you must be submitted to TRA. This agreement must include a sunset date of eligibility to qualify for this payment.

#### **Eligibility Requirements**

To be eligible to purchase service credit for the period of your extended leave, you must be employed in a public school, college or state university as a member of the instructional or supervisory staff including principals, superintendents, supervisors, classroom teachers and librarians, but excluding chancellors and vice-chancellors. An extended leave of absence without salary may be granted by an employer to a teacher with: at least five years of service with the employer that is granting the extended leave; **AND** at least 10 years of allowable service or 10 years of full-time teaching service for K-12; **OR** at least 10 years of allowable service in one or a combination of the four Minnesota teacher retirement associations, if a MnSCU member.

#### **Payment Deadline**

Payment for service credit must be received by TRA no later than June 30 of each year of the extended leave or before your date of retirement, whichever is earlier. If the employee and employer contributions are not paid in any year, you lose eligibility to pay for the remaining years of the extended leave. If you would like to learn how an extended leave may affect your future retirement benefits, please check our web site or call us at 800-657-3669 or 651-296-2409.

#### **Service Credit Purchase**

If you are granted an extended leave, you may purchase up to 5 years of service credit to cover the years you are on extended leave without pay. You may purchase full service credit by paying a lump sum. Payment must include both the employee and employer contributions based on the salary that you received during the year immediately preceding your extended leave and the appropriate contribution rates in effect for each year of the extended leave.

**Example:** Salary for July 1, 2019, to June 30, 2020, is \$60,000. Extended leave is granted for July 1, 2020, through June 30, 2023. Your payments for each year of the leave must include both the employee and employer contributions, based on the \$60,000 salary.

<b>Fiscal</b>		<b>Employee*</b>	<b>Employer*</b>
<b>Year</b>	<b>Salary</b>	<b>Contribution</b>	<b>Contribution</b>
2018-2019	\$60,000	\$4,500	\$4,500
2019-2020	\$60,000	\$4,500	\$4,500
2020-2021	\$60,000	\$4,500	\$4,500
2021-2022	\$60,000	\$4,500	\$4,500

\* Based on 7.5% for 2015-2017 and beyond; subject to legislative change.

#### **Addendum #9**

#### **MEMO OF UNDERSTANDING**

For the 2020-21 school year, non-load bearing teachers required to sub will receive substitute compensation for their first hour of subbing at the rates listed below. Non-load bearing teachers required to sub the entire school day will receive two hours of substitute compensation.

\$40 per hour for ECSE, Elementary, RAHS/FAHS (pro-rated by the number of minutes)

\$36 per class for Parkview 7/8 and RAMS

This memo expires as of June 30, 2021.