

MASTER CONTRACT
BETWEEN THE
SCHOOL BOARD
OF
INDEPENDENT SCHOOL DISTRICT #535
AND THE
ROCHESTER EDUCATION
ASSOCIATION, EDUCATION
MINNESOTA, NEA - AFT
2019 – 2021

This Contract is entered into this 10th day of December 2019, by and between the Rochester Education Association, hereinafter called the "Association" as the exclusive representative of all teachers in Independent School District #535, hereinafter called the "District," Rochester, Minnesota.

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MASTER CONTRACT

2019 – 2021

ARTICLE 1 - RECOGNITION

- 1.1 This Agreement is entered into between the School Board of Independent School District 535, Rochester, Minnesota, hereinafter referred to as the District, and Rochester Education Association, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers for the duration of this Master Agreement. The parties hereto shall have such rights, duties and obligations as provided by the PELRA and by this Master Agreement. Any reference to School Board or District in this Master Agreement shall mean the District or its designated officials.

Recognition: In accordance with the PELRA the District recognizes Rochester Education Association as the exclusive representative of teachers employed by the District. The exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Master Agreement.

- 1.2 Scope: This Master Agreement shall apply to all members of the teacher unit.
- 1.3 The term "teacher" when used hereinafter in the Contract shall refer to all licensed employees and physical and occupational therapists represented by the Association in the bargaining unit as defined above.
- 1.4 The term "Association" shall refer to the Rochester Education Association.
- 1.5 The term "District" shall refer to the School Board of Rochester Independent School District #535 and/or the appropriate level of decision making within the administrative structure of Independent School District #535.

ARTICLE 2 - ASSOCIATION RIGHTS

- 2.1 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.
- 2.2 The District agrees to maintain a mailbox in the Facilities Services Center Building for the use of the Association. The collection and distribution of Association mail will be the responsibility of the Association.

- 2.3 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, without cost, as long as custodial overtime is not required and normal application procedures are followed.
- 2.4 Duly elected or appointed officers or agents of the Association shall have the right to be excused from work to conduct local, state, or national business in accordance with the following terms and conditions:
- A. During each school year, duly elected or appointed officer(s) and agent(s) of the Association shall be granted leave and excused from duty for an aggregate of fifty (50) teacher workdays to be used by the teacher officer or agent in such a manner as the Association shall determine subject only to the other provisions of this Article.
 - B. In addition to the fifty (50) days provided in A above, during each school year duly elected or appointed officer(s) of the Association shall be granted leave and excused fifty (50) teacher workdays to be used by state and national officer(s) to conduct state and national business.
 - C. No teacher shall be granted more than fifteen (15) days of leave for the above purposes without permission of the Superintendent.
- 2.5 If space and a suitable location are available, the Association, at its own expense, may put up a bulletin board in each school upon securing permission from the building administrator.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The District retains all rights to manage and direct the operations and employees of the District to the full extent of its statutory authority except as modified and limited by the agreement of the District as set forth in the terms of the Contract.
- 3.2 The Association recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer; its overall budget; utilization of technology; the organizational structure; the selection, direction, and number of personnel.
- 3.3 The Association recognizes that the District has the responsibility and authority to manage and direct its dismissal and assignment of personnel to the extent authorized by law except as limited by the Contract.

ARTICLE 4 - NEGOTIATION PROCEDURES

- 4.1 A. Between March of each odd-numbered year and the following May, the parties shall initiate negotiations for the purpose of entering into a successor Contract for the succeeding two (2) year period. If either party desires to modify or amend this Contract commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Contract.
- B. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 4.2 There shall be two (2) signed copies of the final Contract for the purposes of record, one retained by the District and one by the Association.

ARTICLE 5 - MEET AND CONFER COUNCIL

- 5.1 The Meet and Confer Council shall consist of four (4) teachers appointed by the Association, three (3) administrators, the Superintendent, and one (1) representative of the Board. The Council shall elect its own chairperson and shall meet at least every other month from September to June.
- 5.2 The Council shall work from an established agenda of items submitted at least one (1) week prior to meetings, and shall operate according to the procedures set forth in the Meet and Confer Guidelines.

ARTICLE 6 - SICK LEAVE, HOSPITAL LEAVE, AND MEDICAL LEAVE

- 6.1 A. At the beginning of each school year each teacher shall be credited with a ten (10) day sick leave allowance to be used at any time for absence caused by illness or physical disability of the teacher; a member of the teacher's household; or emergency medical, dental appointment, or treatment that is not of a routine nature and cannot be scheduled at a time other than during the school day.

For each additional twenty (20) days that a teacher is employed beyond the Contract period as provided in Article 16, the teacher shall receive an additional day of sick leave. The additional day(s) shall be available during the period of employment beyond the Contract, but it will not appear on the teacher's sick leave record until the next annual sick leave update.

- B. The unused portion of the sick leave allowance shall accumulate from year to year without limitation.

- C. If a teacher has depleted the use of all accumulated sick time and personal leave days and the teacher needs to be absent due to a medical event for a spouse or minor child, the teacher will have up to an additional thirty (30) days with the highest cost of a daily teaching substitute deducted from the teacher's pay. The thirty (30) less substitute pay may not be used in conjunction with the Emergency Sick Leave Pool or the District Hospital Leave as those leaves are for employee use only.
 - D. After the benefits in this section are used, full deductions shall be made from the salary.
- 6.2
 - A. At the beginning of each school year, each teacher shall be credited with four (4) days of hospital and convalescent leave to be used for absences caused by illness or physical disability of the teacher which causes the teacher to be admitted to the hospital. Hospital leave may include outpatient procedures that require formal admittance to the hospital. Proof of admission must be provided (i.e., hospital bracelet, admittance document, or physician statement). This leave is granted on an annual basis and accumulates to a maximum of twenty (20) days. Employees who are employed at the time of ratification of the 2019-2021 contract will be allowed to maintain a starting balance of twenty (20) hospital leave days, if not other hospital leave days have been used yet in the 2019-2020 school year. If days have been used, the starting balance of twenty (20) days will be reduced by the number of hospital leave days used up to that point.
 - B. Hospital leave may be used, as prescribed, by a teacher until such time as any combination of the teacher's hospital leave and sick leave equal one hundred (100) working days. Beyond this point, hospital leave is lost and will not be restored until the combined sick leave and hospital leave is less than one hundred (100) days.
 - C. All requests for hospital leave due to reasons in Article 7.3 will be given twenty (20) hospital days regardless of the number of banked hospital days.
- 6.3 The District will give consideration to extending additional sick leave benefits in hardship cases.
- 6.4 A teacher who is unable to teach because of personal illness or disability, or a teacher who is drawing disability benefits or who is on long term disability and who has exhausted all accumulated paid sick and hospital leave available, shall be granted an additional leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon written request of the teacher. A teacher on such leave shall not be denied access to the benefits available to the rest of the teachers.

- 6.5 If the District has cause to believe that improper use of sick leave has been made, it may require that a teacher provide medical evidence of illness.
- 6.6 Time lost because of an accident covered by workers' compensation shall be charged to sick leave and/or hospital leave, but workers' compensation checks shall go directly to the employee. The sick leave charged to the employee shall equate to the difference between the workers' compensation payment and the wage paid by the District.
- 6.7 Emergency Sick Leave Pool (ESLP)
- A. The District and Association have developed an emergency sick leave pool (ESLP) where teachers who have exhausted their leave options may apply for additional days available as part of the pool for a medical emergency. A "medical emergency" is defined as a medical condition of the employee that will require the prolonged absence of the employee from duty (more than ten consecutive days) and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave apart from the leave-sharing plan. The medical condition must be recognized by the mainstream medical community. The pool will be filled by donations made by members of the teachers' employee unit to support colleagues experiencing such circumstances.
 - B. Currently Employed Teachers: Teachers will be notified of the open enrollment for participation in the Sick Leave Pool at the beginning of each school year. Teachers may donate up to two (2) sick leave days per school year.
 - C. All donations are confidential and nonrefundable. Once time is donated the teacher cannot retract the donated sick leave for any reason. If at any point the pool becomes non self-sustaining, the District and Association may request additional optional donations.
 - D. Recipient Eligibility
- Membership will be open to all regular contracted teachers that have donated to the ESLP Pool. Teachers who have exhausted all forms of paid leave (e.g. all hospital leave, personal sick leave, and personal leave days) may apply for leave from the ESLP for a medical emergency, as defined above, by submitting a written application and a medical certification from the teacher's treating physician. Teachers may not begin to use sick leave from the ESLP until the District has approved the written application.

- E. The maximum allocation of all forms of paid leave (hospital leave, personal sick leave, personal days, and ESLP days) will not exceed ninety (90) total days per teacher contract year. No teacher may withdraw more than thirty (30) days per year from the ESLP, unless the teacher has applied for LTD, in which case the teacher may withdraw up to sixty-four (64) days, or the number of days until the teacher receives notice of eligibility or ineligibility from the LTD carrier, whichever is shorter.
- F. Teachers will immediately become ineligible for the ESLP if they become eligible to receive benefits from other benefit plans such as long term disability or worker's compensation, etc.
- G. Upon consensus, the eligibility for ESLP benefits can be modified through mutual agreement between the Executive Director of Human Resources and a representative of the REA Executive Board. The decision on approval of individual requests is final and is not subject to the grievance procedure.

ARTICLE 7 - MATERNITY, PATERNITY, ADOPTION, AND INFANT CARE LEAVE

7.1 Notice of Maternity, Paternity, Adoption, and Infant Care Leave

- A. At the earliest possible date prior to commencement of the leave, the teacher shall meet with the Executive Director of Human Resources or his/her designee to determine the conditions of the requested leave consistent with the terms of this Contract.
- B. A teacher desiring an infant care leave under this Article that exceeds one (1) school year or the balance of any school year, and extends into a second school year shall specify a return date consistent with Section 7.6B1 to 7.6B5. The teacher shall return on the date specified in the approved leave except as provided in Section 7.6B5.

7.2 A teacher who is pregnant shall be entitled, upon request, to an unpaid leave to begin at any time after the commencement of her pregnancy in accordance with this Article.

7.3 Maternity Disability Leave

Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery there from, shall be afforded benefits the same as any other illness or disability. With physician's recommendation, benefits shall be afforded to support adoption.

7.4 Adoption Leave

- A. With physician's recommendation, benefits afforded to maternity disability will be afforded to support adoptive parents.
- B. The benefit will include paid hospital leave and paid sick leave in accordance with the duration defined by the physician.

7.5 Paternity Leave

Paternity leave shall be granted for a period of up to five (5) paid days under a Code 9 (Human Resources Approved Leave) to support the recovery of spouse following childbirth or for adoption. Leave days do not need to be consecutive but taken within the medically prescribed disability period. Additional days may be accessed through the use of family sick leave to support recovery and infant/adoptive child care needs.

7.6 Leave for Infant Care

A leave of absence without pay will be granted to any teacher for the purpose of infant care inclusive of adopted children.

- A. An infant care leave shall commence on the first day approved by the School Board for the leave. The maximum length of the infant care leave shall be the remainder of the school year in which the leave began plus the following school year. A teacher shall not be entitled to more than one (1) Infant Care Leave per child. A teacher shall have the right to return as per Section 7.7.
- B. Return to employment from an infant care leave shall be at the start of the school year or at the mid-year break time appropriate to the position classification of the teacher.
 - 1. The mid-year break time appropriate to an elementary position shall be the scheduled mid-year parent conference or the semester break as determined by the District under the facts of each situation.
 - 2. The mid-year break time appropriate to a secondary position shall be the semester break.
 - 3. The mid-year break time appropriate to a special education position shall be at the conclusion of winter recess.
 - 4. The mid-year break time for all other classifications of teacher positions shall be established as appropriate at one of the above-stated mid-year break times.

5. In unique and unusual circumstances, return time during the school year may be established for an individual based on mutual agreement of the involved parties and with the approval of the Executive Director of Human Resources.

7.7 Teacher Right of Return

- A. At the conclusion of a maternity disability leave pursuant to and in compliance with Section 7.3, a teacher shall have the right of return to the previous teaching assignment. If the previous teaching assignment no longer exists, the District shall assign the teacher to other teaching duties of equal duration for which the teacher is licensed and qualified, unless placed on unrequested leave of absence.
- B. Conclusion/Return from Infant Care Leave
 1. At the conclusion of an infant care leave pursuant to and in compliance with Section 7.6, a teacher shall have the right of return to the previous teaching assignment so long as the continuous absence including disability does not extend into two (2) school years. Provided, however, in the event that a teacher was afforded a maternity disability leave that commenced on or after April 1 in any school year and that maternity disability leave was followed by an infant care leave so that the combined leaves were continuous and extended into the succeeding school year, then that teacher shall have the right of return to the previous teaching assignment. If the previous teaching assignment no longer exists, the District shall assign the teacher to other teaching duties of equal duration for which the teacher is licensed and qualified, unless placed on unrequested leave of absence.
 2. A teacher may request an early return from an Infant Care Leave approved pursuant to Section 7.1B. The parties may mutually agree to the early return if circumstances permit the District to honor the request.
- C. The provisions of Section 14.2 of this Contract regarding maintenance of benefits, shall apply to maternity disability leave and infant care leave.
- D. Failure of the teacher to be available for return to employment in accordance with the terms and conditions of the leave as approved or modified shall constitute voluntary resignation.
- E. The rights and conditions of return may be altered or disrupted by District transfer and unrequested leave action under provisions of this Contract

ARTICLE 8 - HUMAN RESOURCES APPROVED LEAVE (CODE 9)

- 8.1 Absence for death in the family, hospitalization or death of a member of the household, jury duty, and emergency leave shall be incorporated into and governed by the provisions of Personal Leave under Section 8.2.
- 8.2 Teachers may be granted leave with pay at the discretion of the District. District approval or denial of a personal leave request shall not be subject to grievance.

ARTICLE 9 - TEACHER LEAVE DAYS (CODE 3)

- 9.1 Two (2) teacher leave days will be granted at the beginning of each school year. Teacher leave days may be accumulated up to five (5) days. If a teacher has accumulated four (4) days, then the teacher will be granted only one (1) teacher leave day to accrue to the maximum of five (5) days. There will be no monetary reimbursement for any unused teacher leave days.
- 9.2 Except in cases of emergency, a teacher using a leave day shall provide advance written notice to the Executive Director of Human Resources no fewer than three (3) days prior to the absence. In no case shall a teacher file such notice more than one hundred eighty (180) calendar days (i.e. six months) prior to the absence but not before July 1.
- 9.3 Availability of a teacher leave day shall be limited as follows:
 - A. No more than two (2%) of the teachers of the District, excluding teachers who do not require substitutes, may be absent under this leave provision on any one day.
 - B. Leave shall be granted in the order in which written notices required by Section 9.2 are received by the Executive Director of Human Resources.
 - C. Approved leave days canceled by the teacher fewer than two (2) work days prior to the scheduled leave will be forfeited.
 - D. Leave days will not be granted during preschool workshop week, the first week of student contact or the last week of student contact for the school year, except with pre-approval of the Executive Director of Human Resources (such as a special family event).
 - E. Leave days may not be granted on a day designated for state-wide testing for the site at which the teacher works, except with the pre-approval of the teacher's supervisor and the Executive Director of Human Resources.

- F. During a twelve-month period, teachers may use personal leave in half-day increments (up to sixteen hours) for the following purposes: (1) to attend school conferences or school-related activities related to the teacher's child, provided the conferences or school-related activities cannot be scheduled during nonwork hours; (2) to attend a conference or activity related to the employee's child who receives child care services or attends a prekindergarten regular or special education program, or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled during nonwork hours. When the leave cannot be scheduled during nonwork hours and the need for the leave is foreseeable, the teacher must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the District.

ARTICLE 10 – PROFESSIONAL LEAVE DAYS (CODE 6)

- 10.1 At the beginning of every school year, each teacher shall be credited with two (2) days to be used for professional leave. Professional leave includes, but is not limited to, such educational purposes as:
 - A. Visitation to view other instructional techniques or programs both in the District and in other school districts.
 - B. Classes, conferences, workshops, or seminars which are related to the improvement of instruction;
 - C. Local, state, or national meetings in the teaching discipline of the applicant;
 - D. One (1) day may be used for the purpose of arranging graduate programs with colleges or universities.
- 10.2 Professional leave will be granted according to the following provisions:
 - A. Except in emergencies, three (3) days advance notice shall be given to the Superintendent's designee or his/her representative. The Superintendent's designee or his/her representative will notify the teacher requesting the leave that the leave request has been approved or disapproved. All disapprovals shall be provided in writing and shall include the reasons for the disapproval.
 - B. Professional leave will not be granted to more than two percent (2%) of the staff on any given day, except as provided in Section 10.5 below.

- C. No more than fifty percent (50%) of any department in a school or twenty percent (20%) of the total staff in a school may be allowed to take professional leave on the same day. For purposes of this provision, departments at the elementary level are speech, physical education, library, special education, music, and art.
- D. The minimum number of staff eligible for professional leave under C above in a department or school will be two (2).
- E. Professional leave will not be granted during the last ten (10) student contact days of the school year. This clause shall not, however, supersede 10.5.
- F. The restriction in B, C, D and E above may be waived by the Superintendent or his/her designee.

10.3 Professional leave will be used for sound professional reasons only.

- A. If there is cause to believe that the leave has been used improperly, a written verification may be requested by the Superintendent's designee or his/her representative.
- B. Professional leave may not be used for any purpose that can be construed to be a failure to accept one's professional responsibility and/or failure to conduct one's self in a professional, ethical manner.
- C. If professional leave is not used for the purpose for which it was requested, loss of salary for the day or days in question will result. Any further improper use of professional leave by a teacher beyond the first offense may be considered reasonable grounds for dismissal from any position in the District.

10.4 Alleged violations shall be brought promptly to the attention of the President of the Association or his/her representative for additional investigation and possible action.

10.5 Professional leave may be used as provided in Section 10.1 on a non-student/teacher day (e.g. Saturday). In those instances, teachers will be reimbursed up to the daily substitute teacher rate for expenses actually incurred, such as mileage, tuition, registration, or other related expenses.

ARTICLE 11 - MILITARY LEAVE

- 11.1 A leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States after being on the staff of the District. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as the teacher would have accrued had the teacher taught in the District during such period.
- 11.2 Upon return, the teacher will be assigned a position as similar as possible to the position which the teacher left, unless placed on unrequested leave of absence. If the teacher desires, the teacher will then be reassigned to a more suitable position as soon as possible.
- 11.3 A teacher on such leave must notify the District that the teacher wishes to return and, as soon as possible, state the date of return. If the teacher does not wish to return, the teacher must so state this in writing and it will be considered a resignation. If the District hears nothing within a ninety (90) day period of the teacher's release from the service, it shall be considered a resignation.
- 11.4 Military leave shall not extend beyond four (4) years plus such additional time as the teacher may be required to serve pursuant to law.

ARTICLE 12 - MILITARY RESERVE DUTY

If a teacher is required to fulfill duties to the Armed Forces by attending a reserve camp, up to fifteen (15) school days shall be allowed for this, without loss of pay. If at all possible, teachers shall first attempt to schedule such reserve camp time other than during the school year.

ARTICLE 13 - SABBATICAL LEAVE

- 13.1 Qualifications
 - A. In order to be eligible to apply for a sabbatical leave, the teacher shall have completed no fewer than seven (7) school calendar years of teaching in the District prior to the requested year of the sabbatical leave absence.
 - 1. The seven (7) year eligibility period under Section 13.1A above shall be accumulative.
 - 2. Periods of teacher absence on a Board approved voluntary or involuntary leave shall not be included as qualifying time when accumulating the seven (7) year eligibility requirement.

3. Absence for a sabbatical leave shall disrupt the seven (7) year eligibility requirement and cause the teacher upon return to re-qualify with an additional seven (7) year eligibility period prior to again being eligible for a sabbatical leave.
 4. In the event of dismissal or voluntary termination of employment and subsequent reemployment with a break in employment, the seven (7) year eligibility period shall commence with the last date of hire.
- B. A teacher shall not be eligible for a sabbatical leave if the year immediately prior to the requested sabbatical was broken by any Board-approved voluntary or involuntary leave other than a medical disability leave.
 - C. For purposes of Sections 13.1A and 13.1B, a Board-approved leave for a teacher on special assignment duties within the District shall not be deemed a voluntary or involuntary leave.
 - D. Leaves may be granted for:
 1. Study,
 2. Educational travel,
 3. Research,
 4. Teaching (must be in conjunction with 1, 2, or 3),
 5. Educational projects,
 6. Combinations of the above.
 - E. The activity that a staff member engages in while on sabbatical leave must be related to the staff member's current professional responsibilities.
 - F. Sabbatical leave from the District shall be limited to not more than nine (9) teachers. These leaves shall be proportionately distributed to elementary and secondary teachers first. If not used in a given division, then they shall be available at the other levels.
 - G. The seven (7) year requirement in A above may be waived by the District for teacher(s) who are seeking vocational license(s) in areas where the District requires vocational licensure.

13.2 Compensation

- A. The teacher granted a sabbatical leave shall be paid an amount equal to one-half (1/2) the salary the teacher would have received if discharging the teacher's duties in the District.

- B. A teacher on sabbatical leave shall have the financial contribution by the District reduced by the amount the teacher's total income related to the sabbatical would exceed the greater of:
 - 1. The maximum scheduled salary of the M.A. lane or;
 - 2. The maximum scheduled salary of the lane the teacher is on.
- C. Recipients of the leave shall retain all rights and benefits of duly employed teachers (i.e., insurance, retirement, and tenure).

13.3 Obligations

- A. A person receiving a sabbatical leave must agree to return to the District for at least two (2) years after completion of the leave or repay the salary received while on leave. If the teacher returns for only one (1) year, the teacher shall repay one-half (1/2) the salary received while on leave.
- B. If the professional employee cannot fulfill the duties to the District after the sabbatical leave because of death, illness, or injury, the salary received need not be repaid to the District.
- C. The teacher will return to the same position which the teacher left preceding sabbatical leave, unless the teacher is assigned to an appropriate position mutually agreed upon by the Sabbatical Leave Committee and the District. If the previous teaching assignment no longer exists, the District shall assign the teacher to other teaching duties of equal duration for which the teacher is licensed and qualified, unless placed on unrequested leave of absence.
- D. A teacher who is granted a sabbatical leave must inform the District as soon as possible, but in no event more than thirty (30) calendar days after notification, whether the teacher intends to accept or reject the sabbatical. Failure to notify the Executive Director of Human Resources in writing, within the thirty (30) day time limit, shall constitute a rejection of the leave unless this requirement has been waived by the Superintendent upon the recommendation of the Sabbatical Leave Committee.

13.4 Applications

- A. Staff members who wish to apply for sabbatical leaves must access the sabbatical leave application information on the District website under the Office of Human Resources. Applications must be completed in their entirety and submitted through the applicants' building administrator to the Executive Director of Human Resources no later than January 15, preceding the year of absence. An applicant should be prepared to present a brief presentation and answer questions related to the sabbatical leave request to the Sabbatical Leave Committee.
- B. All applications will be reviewed by the Sabbatical Leave Committee consisting of four (4) members appointed by the Superintendent and three (3) members appointed by the Association. Committee members shall serve rotating three (3) year terms and may be reappointed.
- C. The Sabbatical Leave Committee will rank qualified applications on the following criteria and forward its selections in the form of recommendations to the Superintendent:
 - 1. Benefits which will accrue to the District from such a leave;
 - 2. Length of service of the teacher;
 - 3. Contribution to the general welfare of the schools;
 - 4. Benefits to the individual.

The committee may select an application contingent upon the applicant's agreement to implement committee guideline(s) designed to support criteria 1, 3 and/or 4 above.
- D. The Superintendent shall receive and review the recommendations of the committee. Those recommendations of the committee, which are approved by the Superintendent, will be submitted by the Superintendent to the School Board. No recommendation shall be final until approved by the School Board.
- E. A suitable replacement for the teacher must be secured before the leave is activated.
- F. All applicants shall be notified in writing of the disposition of their applications by February 15.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.1 A leave of absence without pay of up to one (1) year may be granted to any teacher who has been employed by the District for three (3) or more consecutive years, upon application, for the purpose of:
- A. Engaging in study at an accredited college or university reasonably related to the teacher's professional responsibilities;
 - B. Foreign or military teaching programs;
 - C. The Peace Corps as a full-time participant in such program;
 - D. A cultural or work program related to the teacher's professional position;
 - E. Seeking other employment opportunities;
 - F. Or such other reasons that are approved by the District.
- 14.2 A teacher who has been granted a leave of absence shall maintain all fringe benefits accrued prior to the teacher's leave and shall advance on the salary schedule for additional teaching experience acquired during the leave period.
- 14.3 A teacher wishing to apply for a leave of absence which will be in effect during the regular school year will make application through the teacher's building administrator to the Executive Director of Human Resources by February 1, preceding the year of absence or at least thirty (30) calendar days before the leave is to commence. The Executive Director of Human Resources will notify the teacher of the status of the leave requested by February 15 or as soon as practical if the thirty (30) day notice provision is in effect. At the discretion of the School Board, leaves granted under Sections 14.1, 14.2, and 14.3 of this Article may be extended or renewed. All such extensions or renewals shall be applied for and granted in writing.
- 14.4 A leave of absence shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave such teachers shall maintain the same benefits provided by the Contract as they would have accrued had they taught in the system during the period of the leave.
- 14.5 Teachers on a leave of absence under this Article shall have the right to return to employment upon completion of the leave. The teacher will be assigned to a position appropriate to the teacher's area of licensure and experience, unless placed on unrequested leave of absence.

14.6 Notice of return from leave shall be subject to the following:

- A. Written notice of intent to return or a written request to extend a leave must be received from the teacher on leave in the Office of Human Resources on or before February 1st of the year in which the leave expires.
- B. On or before January 1st of the year in which the leave expires, the Office of Human Resources shall issue a notice to the teacher on leave via certified mail. The notice from the Office of Human Resources shall be a reminder to the teacher on leave of the February 1st deadline as provided in paragraph A above.
- C. Evidence of the District reminder having been sent by certified mail shall satisfy the District's obligation for prior notice. Any certified letter returned to the District and not received shall be forwarded by the District to the Association. A certified reminder sent by the District to the teacher after January 1st shall provide the teacher a thirty (30) day period for appropriate notice of return or request for extension.
- D. Failure of the teacher to provide a written notice of intent to return or a written request to extend the leave according to the provisions above shall constitute voluntary resignation.

ARTICLE 15 - JOB SHARE OPTION

- 15.1 A job share occurs when two teachers share a 1.0 regular contract position.
- 15.2 All job sharing proposals shall be submitted to the administrator prior to February 1 in accordance with the job share guidelines on the Office of Human Resources website.
- 15.3 Only non-probationary teachers will be considered for a job share.
- 15.4 When two teachers agree to job share and receive administrator approval, each will be granted a leave of absence for the portion of their job not being worked for a maximum of (2) consecutive years. If the job share is continued beyond (2) years, the teachers will be required to reduce their employment to the amount of the job share they are working.

ARTICLE 16 - DEDUCTIONS FOR ABSENCE

All deductions for absences not covered by leave policies will be made on a daily basis. The daily rate for the purpose of calculating deductions would be 1/192 of the annual salary of the employee. Deductions for teachers employed for a length of time not provided for above would be a pro rata amount of their contractual year. Deductions for half days shall be consistent with the above.

ARTICLE 17 - INCLEMENT WEATHER POLICY OR OTHER UNUSUAL CONDITIONS

- 17.1 When weather conditions or other emergency situations make it necessary to close schools on a student-teacher contact day either for an entire day or portion of a day, neither students nor teachers are required to be present.
- A. If, due to inclement weather or an emergency situation, school is closed early or students are kept beyond the regular duty day, the staff will remain in school to supervise and care for the safety of the students. Once the students are safely off the school grounds, the staff will report to the administrator for debriefing prior to leaving the building.
 - B. If, due to inclement weather or an emergency situation, school is started later than the normally scheduled time, teachers will report as close to the normally scheduled time as the teacher determines is safe and possible.
- 17.2 In the event the District decides to reschedule days lost in Section 17.1 above, the District and the Association shall negotiate said scheduling. In any event the days will be made up prior to June 30.
- 17.3 In the event of inclement weather or other unusual conditions, teachers who have previously approved teacher leave (Code 3), professional leave (Code 6), and compensatory leave, will have those days reinstated.

ARTICLE 18 – TAX-DEFERRED MATCHING CONTRIBUTIONS PLAN 403(B)

- 18.1 The District will contribute up to one thousand dollars and zero cents (\$1,000.00) annually, in equal monthly amounts of eighty-three dollars and thirty-four cents (\$83.34) per month to a state approved tax-deferred matching contribution plan for each employed regular contract teacher and Adult Basic Education and Early Childhood Family Education teacher who is working .5 FTE and above, as permitted by Minnesota Statutes section 356.24.
- 18.2 Staff who participate in the 403(b) plan and also receive severance from the District will have the District's contribution to the employee's 403(b) matching plan deducted from the severance payment.

ARTICLE 19 - IN-SERVICE EDUCATION

- 19.1 Required in-service courses other than those considered as a condition of employment shall be offered during the workday. There will be no charge for such courses and no credit will be granted. The District may offer such required in-service courses outside the workday. Teachers who choose to take the required in-service course at times other than during the workday shall be compensated at a rate in accordance with Appendix D.
- 19.2 In-service courses required as a condition of employment shall be held outside the workday. There will be no charge for such courses, and credit will be granted by the Superintendent's designee when appropriate for the teacher taking the course.
- 19.3 Optional in-service courses shall be held outside the workday. Credit will be granted by the District when appropriate for the teacher taking the course and a standard charge shall be made when the credit is applied to a lane change. The District may, at its discretion, waive the standard charge for credit and/or provide other financial incentive to encourage teachers to take optional in-service courses.

ARTICLE 20 - DUES CHECK OFF

- 20.1
 - A. Any teacher may sign and deliver to the District an assignment authorizing deduction of membership dues and/or fees in the Association including Education Minnesota, the National Education Association, and the American Federation of Teachers.
 - B. Such authorization shall continue in effect from year to year unless revoked in writing to the Association and to the District Business Office between September 24 and September 30 of any year. Pursuant to such authorization, the District shall deduct such dues and/or fees from the regular salary check of the teacher for the authorized number of months. Said deductions shall normally begin in September and shall be completed in June of each year. Deductions authorized by a teacher after the commencement of the school year shall be appropriately prorated to complete payments by the following June.
- 20.2 The District agrees to remit these dues and/or fees to the Association once each month through electronic transfer. An alphabetical list of teachers for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Association electronically.

- 20.3 Upon receipt of a properly executed authorization card from the member involved, the District will deduct from the member's paycheck the amount the member has agreed to contribute to the National Education Association (NEA) Fund for Children and Public Education. The District is responsible to transmit contributions, along with a roster of contributors, on a monthly basis to Education Minnesota.

ARTICLE 21 – MILEAGE

- 21.1 The rate of mileage shall be established by Board policy, but in no case will the rate paid teachers be less than the non-taxable mileage reimbursement allowance as determined by the Internal Revenue Service.
- 21.2 Teachers who are assigned to travel between job required sites during the regular school day will be reimbursed at the IRS rate for the actual miles they travel in a personal vehicle between job required sites during the regular school day, or between job required sites after the regular school day to attend required events, such as IEP meetings or parent-teacher conferences. To obtain reimbursement, eligible teachers must complete and submit an in-District reimbursement request in accordance with District policy.

ARTICLE 22 - BUILDING LEADERSHIP

- 22.1 The District and Association recognize the need to provide teachers with leadership responsibilities to support the success of the district mission, and recognize that responsibilities require time, planning, and facilitation of tasks that are considered to be above and beyond a normal workload. Teachers who take on these roles shall be compensated for undertaking additional responsibilities that are designed to provide direct support for other teachers and staff. Leadership responsibilities for site and special area department chairs are included. Note: Assignments including direct student contact are supported through the Extra-curricular committee. See Article 25.
- 22.2 The District and Association also recognize that these responsibilities may vary from site to site, dependent on the needs of the site and the types of tasks implemented to support the development of a successful learning community. Therefore, sites have the autonomy to identify current and additional leadership responsibilities that are above and beyond the normal workload. Identification of such responsibilities and distribution of funds is to be determined by the administrator and site leadership team, including input from the licensed staff members. Stipends are to be provided for those tasks above the normal workload and completed outside the normal duty day.

- 22.3 The District and Association further agree that building leadership responsibilities shall be shared across the site. Such responsibilities shall be offered to all teachers. All qualified teachers at the site or special area/department shall have the opportunity to volunteer to take on these building leadership responsibilities.
- 22.4 The District and Association agree that the formula that defines the distribution of compensation to each site for building responsibilities shall be as follows:
- 22.4.1 The funds allotted to High School sites will be determined by multiplying the number of licensed teaching staff FTE's assigned to that building, as of October 1, by two hundred dollars (\$200.00).
- 22.4.2 The funds allotted to Middle School sites will be determined by multiplying the number of licensed teaching staff FTE's assigned to that building, by seventy-five percent (75%) of two hundred dollars (\$200.00).
- 22.4.3 The funds allotted to Elementary School sites will be determined by multiplying the number of licensed teaching staff FTE's assigned to that building, by fifty percent (50%) of two hundred dollars (\$200.00).
- 22.4.4 The funds allotted to Special Area Departments, as defined in 37.1D.6, will be a stipend in the amount of one-thousand dollars (\$1,000.00).

ARTICLE 23 - SALARY PLACEMENT/LANE ADVANCEMENT

23.1 Initial Employment Placement

Upon initial employment, a teacher shall be placed on the appropriate salary lane based on earned degree and graduate hours earned beyond that degree, subject to the following qualifications:

- A. Official verification of degree and graduate hours beyond the degree must be received in the Office of Human Resources no later than thirty(30) days after the Contract signing date or September 15 in the school year in which employment commenced, whichever shall occur later. (NOTE: 1.5 quarter credits equal 1 (one) semester credit).
- B. When hiring a retired teacher, the following guidelines will apply:
 - 1. For a District retiree, salary schedule placement will be at the maximum step, not including longevity, of the appropriate degree lane that person previously retired from, providing the retiree qualified for the step placement.

2. At the retiree's request, a different salary may be mutually agreed upon between the retiree, the Association, and the District. This amount shall not exceed the conditions of 23.1B1.

23.2 Lane Placement Change Following Initial Employment

A request for salary lane change with all attached official verification shall be received in the Office of Human Resources or be postmarked no later than September 15 or February 15 in the year in which the lane change is granted. When September 15 or February 15 falls on a day the office is not open, the following day of office hours shall be the deadline. A lane change will be granted upon verification of all standards as herein stipulated. Retroactive pay will be granted from August 1 for those lane changes granted on September 15, and from February 1 for those lane changes granted on February 15.

A. Degree Lane Placement

A teacher who is granted a Bachelor's, Master's, Educational Specialist or Doctorate Degree shall be eligible for degree lane placement subject to the following qualifications:

1. The degree must be granted from an accredited institution;
2. All official verification along with the request for placement must be timely filed as per 23.1A and 23.2 of this Article.
3. Any teacher hired after January 1, 2006, shall not use credit from an Educational Administration program toward a lane change up to a Master's Degree.

B. Intermediate and Equivalency Lane Placement

1. All credits applied to intermediate or equivalency lane placement must be graduate hours earned at an accredited institution provided, however, that a maximum of five (5) semester hours of credit may be undergraduate courses that are both germane to the teacher's teaching assignment or degree course of study and are earned toward the BA+10, BA+20, or MA Equivalency. To be used for lane change, undergraduate credits must be approved in writing by the District prior to the course being taken. District approval or denial of a request for undergraduate course(s) to be used for lane change shall not be subject to grievance.
2. All credits applied to intermediate or equivalency lane placement must have been earned after the date the applicable degree was earned and conferred.

3. Bachelor's plus 10 (BA+10) lane placement:

A teacher who has earned ten (10) graduate semester hours beyond the Bachelor's Degree shall qualify for the BA+10 salary lane placement.

4. Bachelor's plus 20 (BA+20) lane placement:

A teacher who has earned twenty (20) graduate semester hours beyond the Bachelor's Degree with no fewer than ten (10) of these credits earned at one institution, shall qualify for the BA+20 salary lane placement.

5. Master's Equivalency Lane Placement:

A teacher who has earned thirty-eight (38) graduate semester hours beyond the Bachelor's Degree with no fewer than eighteen (18) of these credits earned at one institution shall qualify for the MA Equivalency lane placement. Only courses in which a grade of B (3.0), Pass, or higher has been earned will qualify for the MA Equivalency salary lane placement.

6. Master's plus 10 (MA+10) lane placement:

A teacher who has earned ten (10) graduate semester hours beyond the Master's Degree shall qualify for the MA+10 salary lane placement.

7. Master's plus 20 (MA+20) lane placement:

A teacher who has earned twenty (20) graduate semester hours beyond the Master's Degree shall qualify for the MA+20 salary lane placement.

8. Educational Specialist Equivalency lane placement:

A teacher who has earned thirty (30) graduate semester hours beyond the Master's Degree shall qualify for the Educational Specialist Degree (Equivalency) lane placement. Only courses in which a grade of B (3.0), Pass, or higher has been earned will qualify for the Educational Specialist Equivalency lane placement.

23.3 District Fee Paid In-Service Courses

District fee paid in-service courses may be used as credits toward a salary lane change. District in-service courses as approved by the District may be used as credit toward a salary lane change so long as the teacher pays the course fee as established.

23.4 Physical and Occupational Therapists, Social Workers, Nurses, and Speech-Language Pathologists

Physical and occupational therapists, Social Workers, Licensed School Nurses, and Speech-Language Pathologists shall be allowed to earn credits toward lane changes by counting each eighteen (18) clock hours of workshops, conferences, seminars, and other related sessions as one (1) college semester hour credit in accordance with the requirements and limitations on vocational work experience credit found in Section 23.5 of this Article.

23.5 Vocational Work Experience Credit:

- A. Teachers in positions which require vocational licensure shall be subject to all provisions of this Article.
- B. Vocational teachers may earn additional credits toward lane changes by applying work experience, workshops, conferences, seminars, industrial schools, and manufacturer's institutes in accordance with the following:
 - 1. To be counted for lane advancement, the activity must be approved by the Executive Director of Human Resources prior to registration or participation;
 - 2. No more than fifty percent (50%) of each lane advancement can be made up of work experience or workshops, etc.;
 - 3. No less than fifty percent (50%) of the academic credits must be from one (1) institution;
 - 4. Each ninety (90) clock hours of work experience equals one (1) college semester hour credit;
 - 5. Each eighteen (18) clock hours of workshops, conferences, seminars, industrial schools, and manufacturer's institutes equals one (1) college semester hour credit.
- C. Vocational non-academic experience as defined in this section shall apply to a lane change only when earned after employment.

23.6 Computer Science/Information Systems Technology Industry Training Credit

- A. Teachers assigned to teach any Computer Science (CS) or Information Systems Technology (IT) class shall be subject to all provisions of this article.
- B. CS/IT teachers may earn credits toward lane changes by enrolling in and completing workshops, conferences, courses or institutes provide by the CS/IT industry, in accordance with the following.
 - 1. To be counted for lane advancement, the activity must be pre-approved by the Executive Director of Human Resources, or their designee, prior to registration or participation;
 - 2. Each eighteen (18) clock hours of workshops, conferences, industrial schools, and industry institutes equals one (1) semester credit.

23.7 Concurrent Enrollment Compensation

- A. Definition: A concurrent enrollment/College in the School (CIS) class is defined as a class where students earn a letter grade from a college or university, yet the class is taught by an instructor at the Rochester Public Schools
- B. Any teacher who obtains/sustains credentialing and uses these credentials to teach assigned concurrent enrolment courses in the Rochester Public School system, shall receive an additional \$500 stipend per semester class at the conclusion of the class.

ARTICLE 24 - FRINGE BENEFITS

24.1 The District sponsors a self-insured health insurance plan with multiple plan options and a self-insured dental plan to eligible teachers. The district also offers a group term life insurance plan and a long-term disability insurance plan to eligible teachers. Refer to the Plan Document for more information about each type of insurance offered.

- A. The Employee Insurance Benefit Review Committee (EIBRC) will convene to discuss insurance benefit changes if the Association and the District agree to initiate discussion. The Employee Insurance Benefit Review Committee (EIBRC) will include a representative from each employee unit for the purpose of reviewing and recommending future changes to the

Insurance plans and design options.

1. It is mutually understood that the District and the Association will participate in an established Labor Management Committee to identify factors that influence employee insurance plan provisions and to work collaboratively with other employee groups to develop plan modifications and options that meet the interest of both the District and employees.
 2. The Employee Insurance Benefit Review Committee (EIBRC) will be expanded to include a representative from each employee unit for the purpose of reviewing and recommending future changes to the Insurance plans and design options. The District and representatives from each unit will share the responsibility to communicate plan design and future changes to all eligible participants prior to approval. Recommendations shall be implemented if approved by consensus of those physically present at the meeting.
 3. The EIBRC will be comprised of equal representation from all employee groups and the District. The committee will be co-chaired by a member from the District and a member selected by the committee. The committee will be responsible for researching and creating plan design changes and enhancements that serve to meet the needs of employees while effectively controlling costs. Note: The committee members may invite other individuals and/or organizations to serve as advisors upon authorization from the co-chairs.
 4. Based on national trends in the health care costs and continuing escalation of other insurance premiums, along with the changing needs of individual employees and their families, the Association and District have agreed that it is the best interest of the teachers eligible for participation in the District employee insurance plans, that continuous research be conducted to identify a new framework for the health plan(s) that provide multiple options for employees.
 5. Providing options in insurance plans offers employees more choice in selecting the best plan options for their needs. The changing landscape of healthcare and dental care require continuous monitoring and change in order to efficiently make optimal use of our resources while affecting strategies to mitigate cost.
- B. Benefit or eligibility interpretation disputes between a teacher and the District's insurance office may be appealed in writing to the Plan Administrator. The Plan Administrator's determination of the individual's benefit or eligibility dispute shall be final. The Contract grievance

procedure is not available to the insured in these matters.

- C. Eligible teachers, for purposes of participation in the health or dental insurance plan provided by the District, shall include full and part-time teachers. Part-time teachers who are employed for less than a .5 position shall be eligible to participate in the health or dental insurance plan provided that they pay one hundred percent (100%) of either the single or family premium.

24.2 Health Insurance

- A. Single Coverage: For full-time teachers and for part-time teachers employed for a .5 position or greater, the District will pay up to a maximum amount of seven hundred fifty-six dollars (\$756.00) per month of the single premium and the employee will pay the remainder of the balance.
- B. Family Coverage: For full-time teachers and for part-time teachers employed for a .5 position or greater, the District will pay up to a maximum amount of one thousand two hundred eighty-six dollars and forty-six cents (\$1,286.46) per month of the family premium and the employee will pay the remaining amount over the District maximum.
- C. For full-time teachers and for part-time teachers employed for a .5 position or greater, the District will pay up to a maximum amount of one thousand five hundred twenty-two dollars (\$1,522.00) per month of the family premium, for those employees who are both eligible for a district contribution towards family premium. Employees must be legally married to each other. The employees will pay the remaining amount over the District maximum.
- D. Health Care Reimbursement Account (HRA) Contribution
For those employees hired and working who are eligible for a District premium contribution to the health plan and who elect during open enrollment to participate in the District sponsored high deductible health and plan, the District will make an annual contribution to an HRA for the employee as follows:
 - 1. If an employee elects single coverage, the District will contribute seven hundred fifty dollars (\$750.00) annually in January;
 - 2. If an employee elects family coverage, the District will contribute one thousand five hundred dollars (\$1,500.00) annually in January;

3. If an employee separates employment before the HRA trust has been open for one (1) year, their HRA balance will be forfeited.

E. Health Care Savings Account (HAS) Contribution

For those employees hired and working who are eligible for a District premium contribution to the health plan and who elect during open enrollment to participate in the District sponsored qualified high deductible health plan, the district will make an annual contribution to an HAS for the employee as follows:

1. If an employee elects single coverage, the district will contribute seven hundred fifty dollars (\$750.00) annually in January.
2. If an employee elects family coverage, the District will contribute on thousand five hundred dollars (\$1,500.00) annually in January.
3. Employees enrolled in a qualified high deductible health plan can also contribute pre-tax contributions toward their HSA.

F. Part-time teachers employed for less than a .5 position shall not be eligible for a District contribution toward health insurance premiums, whether single or dependent.

G. Part-time teachers employed less than .5 who were employed as of December 31, 1997 and who were receiving a District contribution toward the health/hospitalization premium shall continue to receive that same contribution during the term of this contract.

24.3 Dental Insurance

The District will pay up to fifty dollars and zero cents (\$50.00) toward the premium for single coverage and one hundred fifteen dollars and zero cents (\$115.00) toward the premium for family coverage for all full-time teachers and eligible part-time teachers employed in a .5 position or greater.

24.4 Term Life Insurance

The District will sponsor a group term life insurance policy for teachers. Teachers who elect coverage within the first thirty (30) days of being hired will be automatically accepted for coverage if elected, the District will pay fifty percent (50%) of the premium for a term life and accidental death and dismemberment policy for eligible full-time teachers. The teacher shall pay the remaining fifty percent (50%) of the premium cost by payroll deduction. The policy will have a death benefit in the amount of \$150,000, which will be payable to the teacher's designated beneficiary or beneficiaries.

24.5 Disability Insurance

The district will offer long term disability coverage for teachers. Teachers who elect coverage within the first thirty (30) days of being hired will be automatically accepted for coverage. If elected, the District will pay fifty percent (50%) of the premium cost for eligible full-time teachers and the employee will pay the remaining fifty percent (50%) of the premium cost. (Note: Language in the Long Term Disability (LTD) plan of benefits may allow employees to purchase additional coverage).

24.6 Survivor(s) Health Care Benefit

The District shall continue to provide health insurance coverage for the survivor(s) of any teacher who at the time of death was enrolled in the District sponsored plan. One hundred percent (100%) of the cost of the insurance premium shall be paid by the survivor. This survivors' eligibility shall continue for the period of time allowed by the District's health insurance program and/or as required by applicable laws.

24.7 Disabled Employee Health Care Benefit

The District shall not terminate, suspend or otherwise restrict the participation in or the receipt of benefits otherwise payable under any policy of group insurance to any eligible teacher who becomes totally disabled while employed by the District solely on account of absence caused by such total disability. One hundred percent (100%) of the single health and dental premium cost of the plan(s) in which the employee was enrolled at the time of disability shall be paid by the employer.

24.8 Annual Insurance Coverage

The District shall make payment of the health insurance premium for each teacher to provide insurance coverage for the full twelve (12) month basis, which is generally August through July. Premiums are paid in advance of the month. For example, paying a premium through the end of July covers the teacher through the end of August.

24.9 Unrequested Leave Health Insurance

Teachers on unrequested leave or any other unpaid leave shall be able to purchase the major medical, accident, and health insurance coverage at the prevailing group rate for up to eighteen (18) months.

ARTICLE 25 - EXTRACURRICULAR ASSIGNMENTS

- 25.1 The pay schedule for extracurricular assignments will be found in Appendix B (Athletics) and (Activities) for the 2017-2018 and 2018 – 2019 school years.
- 25.2 A. The point value reflected on the Extra Curricular Pay Schedules is based on a weighted formula that incorporates numerous factors including, but not limited to, hours, student contact time, number of participants, safety, coordination, additional supervision responsibilities, and feeder program applicability.
- B. For newly hired coaches or advisors, previous experience will be credited toward the appropriate step on the extracurricular schedule.
- 25.3 Compensatory time may be provided in lieu of or as part of the extra duty stipend as listed in the appendices.
- 25.4 The listing of a position on the extracurricular schedule does not obligate the District to the existence of the position.
- 25.5 A. Any request for a new extracurricular position shall be brought forward for consideration to the Extracurricular Steering Committee (See B below).
- B. An Extracurricular Steering committee of eight (8) members will be established to evaluate and reevaluate the relative relationships and point values regarding new and existing positions on the Extracurricular Pay Schedules. The Association and the District each shall appoint four (4) members to the standing committee.

The committee shall make recommendations to the District and the Association regarding changes to the Extracurricular Pay Schedules and proposed implementation time lines.

ARTICLE 26 - SALARY SCHEDULE

26.1 Salary Schedule

- A. The salary schedule for the 2019-2020 and 2020-2021 school year is found in Appendix A. For the 2019-2020 and the 2020-2021 school year, teachers will advance a step on the salary schedule. The District will make the following annual increases to the wages identified in the salary schedule for teachers: 1% for the top step and 1.5% for all other steps in 2019-2020 and 1% for the top step and 2% for all other steps in 2020-2021. There will be an elimination of step 1 in 2020-2021, step will not be renumbered and this will not result in additional advancement on the salary schedule. Retro payment for 2019-2020 will be paid in the January 2020 paycheck.

Athletics and Activities: 2019-2020: 0%, and 2020-2021: 0%

- B. The annual salary as listed in the Appendix shall be based on 192 days.

26.2 Increments

All teachers, including those who work part time, will be advanced one (1) step on the salary schedule provided they are employed for ninety (90) or more duty days during a given year.

26.3 Pro Rata Pay

All teachers employed less than full-time shall be paid a full pro rata portion of their appropriate lane and step on the salary schedule. The following formula shall be used to calculate the pro rata pay:

- A.
$$\frac{\text{Assigned Teaching Time per Week}}{25} = \text{Pay Fraction}$$
- B.
$$\text{Pay Fraction (X) 36.25 Hours} = \text{Duty Week}$$
- C.
$$\text{Pay Fraction (X) 27.5 Hours} = \text{Maximum Weekly Student Contact Time}$$
- D. The resulting time from the subtraction of the weekly contact time from the weekly duty time shall be weekly preparation time ($B - C = D$).

26.4 Additional Compensation Calculations

- A. All teachers employed in positions which require licensure in alternative programs (e.g. the alternate school, driver's education, homebound instruction, and other similar programs which run beyond the normal school day) shall be paid at an hourly rate based on the BA top step, (not to include longevity steps), divided by 1400 hours or the pro rata rate as arrived at through the following formula, whichever is greater:

$$\frac{\text{Total Hours Employed}}{7} \quad (X) \quad \text{Salary for Appropriate Lane and Step} = \text{Salary}$$

- B. Teachers involved in teaching K-12 summer school and after school programs shall be paid for time worked based on an hourly rate determined by dividing the MA+10, Step Five (5), annual salary by 1400 hours.
- C. Effective September 1, 2012: Compensation for summer school will occur in the form of a stipend based on the required work schedule and duties. The stipend will be payable in August. The stipend for teaching summer school will be based on a formula that incorporates the hourly rate described in B above, multiplied by total student instructional time and total required prep time.
- D. Summer school teachers will be expected to commit to the duration of the assignment. Any unforeseen absence (e.g. illness, emergency leave, or District required activities) will result in a stipend reduction based on the alternative program hourly rate multiplied by the number of hours absent. Absences for personal reasons will not be approved and will be considered in violation of the summer school teaching assignment responsibilities.
- E. No secondary teacher can be required to assume a number of classes beyond the normal load. In the event a teacher agrees to an additional class, or classes, the teacher shall receive full pro rata pay as provided in Section 26.3 of this Article.

- F. Teachers will receive the following annual payment based on the indicated number of years of employment completed as a teacher, of which seven (7) must be consecutive years of service in the District. This longevity payment is in addition to the appropriate salary as provided by the salary schedule.

12-14	=	\$1,800
15-17	=	\$2,300
18-20	=	\$2,800
21-23	=	\$3,300
24+	=	\$3,900

26.5 Pay Periods

- A. Pay for the performance of basic services under individual contracts for ten months or longer shall be made in twelve (12) monthly installments from August 31 through July 31. Amounts due shall be posted to the bank of the teacher's choice for crediting to the teacher's account on the last workday the central office is open each month provided such bank is a member of the Automated Clearing House (ACH). Note: the District may also choose to make payment in twenty-four (24) semi-monthly installments at its discretion which would cause slight changes in the dates listed in 26.5A, 26.5B, and 26.5F.
- B. Pay for the performance of basic services under individual contracts for less than the full school year in which services extend to the conclusion of the school year shall be made in monthly installments through July 31. Pay for the performance of basic services under individual contracts for less than the full school year which services do not extend to the conclusion of the school year shall be made in installments over the length of the contract of employment.
- C. Pay for the performance of substitute services under the individual contracts shall be made in installments over the length of the contract of employment.
- D. Extra pay earned from the District for work not included in the teacher's scheduled salary shall be spread over the pay periods in which the extra pay was earned. The period for recording extra work is from the sixteenth (16th) of one month through the fifteenth (15th) of the succeeding month. The District shall pay the amount due to the teacher's account on the last workday the central office is open each month.
- E. Upon termination, the teacher may request and receive any compensation outstanding on or before the last workday that the central office is open of

the month the employment terminates. The request must be made by the fifteenth (15th) of that month.

26.6 Special Projects

- A. A special project shall be defined as a specific task over and above the regular school day for a defined period of time excluding classroom teaching assignments. For the term of the 2019-2021 contract, program development contracted outside of summer school and not requiring adherence to a duty day shall be compensated as a special project pursuant to Section 26.6B of this Article.
- B. The Association shall be informed of the specifics of the project(s) and the established rate of pay for the project(s). The Association shall have two (2) weeks to file an objection to the established rate of pay. Should the Association file an objection, the issue shall be resolved through negotiations between the District and the Association prior to the implementation of the special project.

ARTICLE 27 - SEVERANCE PAY

27.1 Any teacher who was hired before July 1, 2018 and leaves the employment of the District after having completed no fewer than ten (10) years of employment shall be entitled to severance pay according to the schedule found in Section 27.2 of this Article. Such severance pay shall be based on the teacher's current per diem rate of pay based on salary schedule placement plus longevity at the time employment is terminated. Such severance pay shall be exempted from retirement deductions and from any calculation in retirement benefits.

- A. A teacher who was hired before July 1, 2018 and terminates employment after having reached the age of fifty (50) and having completed no fewer than ten (10) years of employment with the District shall be entitled to payment for unused accumulated sick leave at the teacher's daily rate of pay based on salary schedule rates in effect at the time of separation up to a maximum of one hundred (100) days of sick leave.
- B. In addition to the benefit described in Section 27.2A above, any teacher who was hired before July 1, 2018 and separates employment with a minimum of more than one hundred (100) days of accumulated unused sick leave, who qualifies for the Rule of 90, and who has completed no fewer than ten (10) years of employment as a teacher with the District shall receive an additional payment for additional and unused sick leave proportionate to the years of service in the District provided the teacher has that number of days as sick leave above the one hundred

(100) days, all in accordance with the following chart:

Years of Service	Minimum Accumulated Sick Leave	Number of Days Pay
20 - 25	110 days	10
26 - 30	115 days	15
31 or more	120 days	20

- 27.2 Age for purposes of severance shall be determined by the age on August 31 in the school year that the teacher's employment is terminated. Example: if you are sixty (60) on August 31, 1987, and your birthday is September 1, 1987, and you retired at the end of the 1987-88 school year, your age for purposes of severance pay calculation would be sixty (60).
- 27.3 Severance pay shall be deposited in a tax deferred account as designated as follows:
- A. Whereas, the 2002 Legislature has adopted a revision to Minnesota Statutes that allows for the tax deferral of severance pay; and whereas, the exclusive representative and the school district recognize the tax advantages of this new option for both the employer and the employees, be it therefore resolved that the parties agree to the following: Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the retiree's 403(b) account and a health care savings plan (HCSP). The District will place an amount equal to the value of twenty percent (20%) of the amount into the retiree's 403(b) account and the amount equal to the value of eighty percent (80%) into a health care savings plan for the retiree. Any employee who participates in the District 403(b) Match plan in Article 18 will have the District contributions deducted from the severance after the percentages have been determined. The deduction will be from twenty percent (20%) 403(b); any amount matched over and above the twenty percent (20%) would be subtracted from the HCSP portion. Any amount the employee was eligible for under Article 18 as a match, but did not receive will be paid directly into the employee's 403(b) upon retirement. The retiree will not receive any direct payment from the school district for severance pay.
 - B. If a retiring teacher believes that the teacher should be exempted from the health care savings portion of this Article, the retiring teacher may apply to the National Insurance Services Company for an exemption, specifying the reason why the teacher should be exempt and providing the needed documentation. The list of qualifying exemptions include, but are not limited to, resident aliens, military and federal employees vested in Tri-Care, and employees with documented, guaranteed, life-time coverage through their spouses.

- C. Should a retiring teacher be granted a plan exemption by National Insurance Services Company, the District shall contribute an amount equal to the value of the benefit the retiring teacher qualifies for under Article 27 of the Contract directly into the retiring teacher's 403(b) account, subject to the limitations listed below.
 - D. The District's annual contribution into the retiree's 403(B) account must not exceed the IRS contribution limit. If the amount calculated in section A above, exceeds the available limits in the year of separation, the District will make a contribution up to the IRS maximum into the retiree's 403(b) account in the following year(s).
 - E. The District contributions into the retiree's 403(b) account and Health Care Savings Plan will be made according to the same timeline as was provided for the direct payment of severance.
 - F. Employers will only make contributions to investment vendors that hold harmless agreements on file with them. For purposes of calculating the maximum deferral limit, the employer will provide the retiree with contribution information for the previous twelve (12) months. The employee will then submit the calculation of maximum deferral from the vendor.
- 27.4 The District will contribute up to one thousand dollars (\$1000.00) annually, in equal amounts of eighty-three dollars and thirty-four cents (\$83.34) per month to a state approved tax-deferred matching contribution plan for each employed regular contract teacher and Adult Basic Education and Early Childhood Family Education teacher working .5 FTE and above, as permitted by MN Statute 356.24.
- 27.5 A. Teachers who at the time of retirement have completed no fewer than ten (10) years of employment with the District and who qualify for the Rule of 90 may continue to participate in the District's health insurance program with fifty percent (50%) of the individual or family premium rate paid by the retired teacher. The fifty percent (50%) District paid benefit will continue until the retired teacher becomes eligible for Medicare. The coverage cannot be continued beyond the date the employee enrolls under any other group health plan.
- B. Teachers who at the time of retirement have completed no fewer than ten (10) years of employment with the District and who have not qualified for the Rule of 90 may continue to participate in the District's health insurance program with one hundred percent (100%) of the premium rate paid by the retired teacher, for a length of time according to state law.

- C. Failure by the participant to pay the premium will result in termination of the insurance.
- 27.6 The District reserves the right to re-assign any teacher who has given notice of a mid-semester retirement. The District highly encourages retirements at the semester break or the end of school year.

ARTICLE 28 - PRIOR TEACHING EXPERIENCE CREDIT

- 28.1 The maximum experience credit allowed shall be equivalent to the maximum number of steps on the salary schedule, not including longevity.
- 28.2 The District shall evaluate prior teaching experience to determine the appropriate initial salary placement based on one (1) year experience credit for each full year of prior teaching experience.
- 28.3 Any newly employed teacher who is required to hold vocational licensure shall be placed on the appropriate lane and shall receive credit for any combination of teaching experience and applicable work experience up to the maximum level of allowed experience credit under this Article.

ARTICLE 29 - CALENDAR

- 29.1 Any calendar affecting the teacher work year which is adopted by the School Board shall be subject to the following conditions:
- A. The calendar shall include 192 teacher workdays.
 - B. There shall be up to 175 student days.
 - C. There shall be twenty-nine (29) hours of conference time reflected in the calendar as specific dates and/or flexible conference days.
 - D. The calendar shall include two (2) non-paid days in October during the annual Education Minnesota Professional Conference.
 - E. A minimum of one (1) day shall be provided at the end of each quarter as a day of non-student contact. The district day is for the purpose of grading and reporting of grades, and preparing for the next quarter, and is not used for staff meetings.
 - F. A minimum of one (1) additional day may be scheduled during the school year for workshops or other appropriate non-student contact activities.
 - G. The calendar shall include no fewer than four (4) paid holidays. These holidays, included as a part of the total 192 teacher work days referenced

in A above, shall include Labor Day; Thanksgiving Day; Presidents' Day or Martin Luther King Day; and Memorial Day.

- H. There shall be one (1) flexible professional day acquired between August 1 and prior to the first day of school.

ARTICLE 30 - PRINCIPLES OF EMPLOYMENT

- 30.1 The District and the Association agree that in the course of employment all teachers shall be entitled to the full rights provided and guaranteed by the United States and Minnesota Constitutions and by all applicable laws. Such rights include, but are not limited to, equal employment opportunity, full political rights, freedom of expression, due process, freedom of association, and religious freedom.
- 30.2 A. Personnel data are private to the full extent permitted by law. The teacher may, upon written request, release data that are private.
- B. Each teacher shall have the right, with one (1) day prior notice, to review the contents of the teacher's own personnel file, which is under the jurisdiction of the Executive Director of Human Resources. Such review will be limited to material which has been generated within the District. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Upon request, a copy of any or all materials which have been generated within the District contained therein shall be provided to the teacher at the teacher's expense.
- C. It is the intent of the parties to this Contract that secret or unique personnel files containing material that is not found in the personnel file under the jurisdiction of the Executive Director of Human Resources shall not be kept by any employee of the District.
- D. Any material not shown to a teacher and placed in the teacher's personnel file under the jurisdiction of the Executive Director of Human Resources within ten (10) school days after receipt or composition shall be of no force or effect in any employer action against the teacher.
- E. The teacher shall have the right to submit, for inclusion in the file, written information in response to any material therein. The inclusion shall be permanently attached to the material which the teacher is supplementing. The District may destroy the files as provided by law and shall expunge from the teacher's file any material found to be false or substantially inaccurate through the grievance procedure.

30.3 Suspension

- A. A teacher may be suspended with or without pay for just cause.
- B. Prior to any formal notice of suspension, the District shall schedule a meeting with the teacher for the purpose of permitting the teacher to present information which the teacher believes the District should consider before reaching a decision. The meeting shall be informal. Either party may have representatives at the meeting.
- C. Suspension shall take effect only upon written notice to the teacher. The notice shall include a statement of the grounds for suspension, and the length of the suspension.
- D. The length of the suspension shall be appropriate to the circumstances.
- E. A suspension is subject to review through the grievance procedure. Any suspension shall be deemed to be at Level III of the grievance procedure (Section 42.3D).
- F. Personnel data generated pursuant to this Section shall be private to the full extent permitted by law. Any personnel data controlled by the District that is ordered to be expunged by an arbitrator's award shall be expunged before the data is disclosed pursuant to law.
- G. In the event that the suspension is reversed or reduced, the arbitrator shall award relief appropriate under the circumstances.

ARTICLE 31 - ASSOCIATION REPRESENTATION

A teacher shall be entitled to have present a representative of the Association when being reprimanded, warned, or disciplined, for any grievous infraction of rules or serious deficiency in professional performance. The affected teacher may request that Association representation be present. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation is present.

ARTICLE 32 - TEACHING CONDITIONS

- 32.1 If space is available, a room shall be assigned to teachers in each school in which they work to permit the effective discharge of their teaching responsibilities.
- 32.2 A. In order to permit freedom of access, each teacher shall be given keys to the teacher's classroom(s), faculty lounge, and teacher's work area(s), if

such facilities exist and if such access does not conflict with the proper administration and control of the area in question.

- B. Upon request and subject to reasonable regulation established by the administration, a teacher may be provided with a key, or other means of access, to an outside door of the teacher's building during non-school hours.

ARTICLE 33 - ASSIGNMENTS IN ADDITION TO THE NORMAL WORK YEAR

- 33.1 A. Assignments in addition to the normal teaching assignments during the regular school year, including night classes, extra duties enumerated in the extra duty schedule, and summer school teaching, shall be by mutual consent.
- B. Assignments (referred to in A above) are made on an annual, seasonal, and/or specified term basis and may be offered at the discretion of the District except as limited by other sections of this Contract. Acceptance of an assignment shall be at the discretion of the teacher.
- C. The subsections above shall not alter the right of the District to terminate the teacher at any time based on cause or discontinuation of the position.
- D. Extra duty assignments (referred to in A above):
 - 1. The District shall give notice of intent to renew or non-renew extra duty teacher assignments no later than July 1. Upon receipt of notice of renewal, the teacher shall have ten (10) days to file an acceptance or rejection of the assignment as offered by the District.
 - 2. Extra duties enumerated in the extra duty schedule unassigned on or after July 1, shall be offered as promptly as possible.
- 33.2 Insofar as it is reasonably possible, all staff who will be engaged in summer employment shall be notified of their summer assignment no later than May 1 of each year.
- 33.3 Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required to engage in an unnecessary amount of interschool travel. Such travel time shall not be charged against preparatory time or relief time and such teachers shall be notified of any changes in their schedules as soon as possible.
- 33.4 A. All openings for positions which require elementary, secondary, and vocationally licensed teachers, including alternate school, After School Academy (ASA), Before School Academy (BSA), night school, summer

school, and other programs which require licensed teachers shall be posted in accordance with Article 36. Any work in the above listed programs is not subject to the teacher tenure act (MN Statute 122A.41).

B. Such position(s) shall be posted and filled on the basis of the following hiring criteria:

- Currently tenured District teachers will have first priority rights to available positions.
- Teachers who have experience with the student population and/or program to be served will be given first consideration in assignment selection. (Note: This could override District seniority).
- District teachers on a regular contract may or may not be required to submit to an interview.

C. Eligibility

- Teachers on Track 3, probationary teachers who are not meeting standards, and those recommended for non-renewal for performance reasons are not eligible to apply for alternative school program positions.
- Any alternative program employee who is not holding a regular teaching contract will be required to submit to an interview prior to receiving the next school year's assignment.

33.5 Assignment letters will be sent electronically with a hard copy placed in the personnel file.

ARTICLE 34 - TEACHER TRAINING AND PROFESSIONAL GROWTH

34.1 Any policy for acceptance and training of interns shall be adopted by the School Board after consultation with the Meet and Confer Council.

34.2 A teacher shall be tenured before the teacher may be responsible for student teacher supervision.

34.3 A. The District and the Association recognize that teacher evaluation is a critical component to high quality instruction and teacher performance.

Teacher evaluation is required by law.

B. A Professional Growth Plan (PGP) committee is established with their primary focus on designing and overseeing a professional growth and evaluation plan that meets the needs of the teacher, the District, and the requirements put forth in law.

- C. Membership on the district-wide PGP committee is based on an equal representation of district administration and Association. The superintendent and Association president shall select their representatives and appoint a co-chairperson from each party. The committee will operate on a consensus decision-making model.
- D. The committee is empowered to create, continually assess, and make modifications as needed to improve the teacher evaluation plan.

ARTICLE 35 - HIRING OF SUBSTITUTES

- 35.1 Classes of absent teachers shall be staffed with qualified per diem substitute teachers, if available.
- 35.2 In the event of an unexpected absence of a teacher, the class of the absent teacher may be assigned to another teacher(s) if both a per diem substitute is not available and no teacher volunteers.
- 35.3 When a teacher either volunteers or is assigned pursuant to Section 35.2 to substitute for an absent teacher, the compensation will be as follows:
 - A. An hourly rate pro-rated from the then current eleven (11) day per diem substitute rate for supervising the absent teacher's students within the substituting teacher's twenty-seven and one-half (27½) hours of student contact time. If more than one teacher shares the supervision of the additional students, this compensation shall be distributed equally among those teachers.
 - B. An hourly rate pro-rated from the BA +20 lane scheduled maximum cell of the applicable salary schedule for supervising the absent teacher's students outside the substituting teacher's twenty-seven and one-half (27½) hours of student contact time. If more than one teacher shares the supervision of the additional students, this compensation shall be distributed equally among those teachers.
- 35.4 As an alternative to the monetary compensation provided under Section 35.3, the teacher's administrative supervisor may reschedule the teacher's duty time to offset time spent substituting for other teachers. The teacher then has the option of being compensated under Sections 35.3 or 35.4. The rescheduling of time will be by mutual agreement. Earned compensation time must be used by the end of the fiscal year, in full day or half day increments only, or the teacher will be paid for the unused time in the last June paycheck.
- 35.5 If a teacher has been absent during scheduled parent conference days because of illness, accident, emergency, or death in the family, upon the

teacher's return, a substitute shall be engaged to teach the classes while the teacher completes conferences. A substitute shall be allowed for each day absent, but not for more days than the time allowed for conferences.

ARTICLE 36 - POSTING OF VACANCIES ON PROFESSIONAL STAFF

- 36.1 A teacher will be deemed to be under contract for the entire school year unless the teacher submitted a written notice of resignation to the District before July 1 of that school year. The District is not required to accept a teacher's resignation after July 1.
- 36.2 Upon receipt of the resignation of a teacher, or when a teaching vacancy exists during the school year (September to June), or when a new position covered by the Contract is created; the Executive Director of Human Resources shall send to the administrator of each school in the District and to all directors and supervisors of employees, a list of all such vacancies existing in the professional staff.
 - A. The list of vacancies will be sent electronically to all staff and the Association by the Office of Human Resources.
 - B. During June, July, and August, the posting of vacancies will be done only at the Office of Human Resources and at buildings where school is in session.
- 36.3 Subject to the provisions of this Contract, nothing contained within this Article shall be construed so as to prevent the employer from selecting the person considered to be best qualified for the position.
- 36.4 No opening that must be filled immediately shall be filled until it has been posted for at least two (2) weekdays. All other openings shall be posted for at least ten (10) calendar days.

ARTICLE 37 - TRANSFER

- 37.1 General Procedure
 - A. For the purposes of this Article, the Seniority List as established in Section 38.2, shall be the basis of all transfers.
 - B. Teachers on full employment shall have priority for transfer and assignment consideration prior to the recall of a teacher from unrequested leave or the upgrading of a teacher from underemployment.
 - C. The District shall have the right to override the transfer and assignment provisions of this Article based on educational need. If a grievance is

initiated based on educational need, the District shall show cause to justify educational need.

D. Timing and Sequence

1. Spring transfer shall be carried out within an appropriate time period, which shall generally begin after March 1, and be completed prior to the end of the school year. Teachers will be provided at least three (3) weekdays to be informed of vacancies and to consider alternatives. After June 30th of each year, positions will not be posted internally first, and instead will be posted on Applitrack. After June 30th, internal candidates expressing interest in an open position must do so through the Applitrack system. All voluntary transfer rights will apply.
2. The intent of the transfer timing and sequence is to effect transfer at a time when the best information is available to the District and to the teacher.
3. Implementation of transfer approved after the beginning of an instructional year, semester or quarter may be delayed to a natural break time or to the succeeding school year, at the discretion of the District.
4. When a vacancy occurs, transfer shall take place in the following order:
 - a. in-building
 - b. involuntary
 - c. voluntary
5. If there are no involuntary transfers, the in-building phase and the voluntary phase will occur simultaneously.
6. For the purposes of this Article, the definition of the term "building" shall depend upon the subject matter area taught by a teacher as follows:
 - a. for special education teachers and special area teachers as identified by mutual agreement between the District and the Association, all school sites within the District;
 - b. for any other teacher, the specific school site to which the teacher is assigned. In the event that a teacher is assigned to more than one school site, then the site where the teacher performs the largest fraction of contracted duties shall be the specific or home building of assignment. The District will determine the teacher's

home building if such larger assignment percentage does not exist.

37.2 In-Building Transfer

- A. Transfers from one grade and/or subject assignment to another grade and/or subject assignment within the same building shall be accomplished on the basis of established seniority in the area of licensure, and Full Time Equivalent (FTE) contract before those positions are opened to involuntary or voluntary transfers. All such openings shall be posted by the school principal for the information of all building staff.
- B. The principal having the open position shall have the right to deny such a transfer provided that the principal explains the reasons directly to the applicant, and at the request of the applicant the reasons shall be reduced to writing. No such request shall be denied arbitrarily, capriciously, or without basis in fact.
- C. Probationary teachers are eligible to participate in the in-building transfer process.

37.3 Involuntary Transfer

- A. A displaced teacher is a teacher for whom there is no position in his/her current building or department to the extent of his/her entitlement by area of seniority and by date of seniority. A teacher who does not have access to an in-building position filling his/her full entitlement becomes displaced and is subject to the involuntary transfer procedure of this Article.
- B. When involuntary transfer or reassignments are necessary, the administrator will ask for volunteers. Qualified volunteers will be transferred or reassigned first. If no volunteer(s) are available in the building or department for the number of positions reduced, the least senior teacher in the grade level or subject area for the position being transferred or reassigned shall be the teacher transferred or reassigned.
- C. A complete list of open teaching positions in the District will be made available to all teachers being involuntarily transferred or reassigned. All positions shall be filled on the basis of licensure and seniority with the most senior properly licensed teacher selecting an open position first. All teachers being involuntarily transferred or reassigned shall be given reasonable time off for the purpose of visiting the schools within the District in which the open positions exist.
- D. Teachers, upon request, shall have a right to a written statement of the reasons for involuntary transfer.

- E. If that teacher's original position reopens at any point prior to the start of the third school year after the involuntary transfer or reassignment takes place, the position shall be posted in accordance with Article 36 and the teacher may reclaim the position. The teacher shall notify the Executive Director of Human Resources of the teacher's intent to reclaim the position. The teacher shall have the option of waiting until the end of the current year before reclaiming the position. A teacher may waive claim to a specific assignment and still retain rights to a future claim to assignment based on involuntary transfer.

37.4 Voluntary Transfer

- A. Probationary teachers may not access voluntary transfer rights unless there is a mutual agreement between the administrator, teacher, and Executive Director of Human Resources.
- B. A teacher who desires a change in grade and/or subject assignment, or who wishes to transfer to another school, shall file an application with the Executive Director of Human Resources and contact the administrator to discuss the available position. Teachers may participate in an informal interview with the administrator with the most senior, properly licensed teacher provided with that option first.
- C. All applications for voluntary reassignment and/or transfer will be filled on the basis of licensure and seniority with the most senior, properly licensed teacher filling an open position first. The administrator shall notify the Executive Director of Human Resources by email when the position is filled.
- D. The administrator for the open position shall have the right to deny such a transfer (without regard to the provisions of Section 37.4B) provided that the administrator notifies the Executive Director of Human Resources and the teacher within two working days after discussing the position with the teacher and explains the reasons directly to the applicant and at the request of the applicant; the reasons shall be reduced to writing. No such request shall be denied arbitrarily, capriciously, or without basis in fact. In the event of denial under Section 37.4D, the teacher shall have the right to apply for other positions in accordance with Section 37.4B.
- E. If after communicating with the administrator about the open position, the teacher decides not to access that position, the teacher shall inform the administrator and notify the Executive Director of Human Resources by email, within two working days after discussing the position with the administrator.

- F. In the event the opening requires an extracurricular assignment and no qualified applicant is available within the school building, the seniority provision (Section 37.1A) may be waived in filling the opening.
- G. A teacher requesting a voluntary transfer, who is in a position subject to involuntary transfer, shall have a right to assignment over a voluntary transfer unless the District asserts educational need.
- H. Voluntary transfers are limited to one per year per teacher, except through mutual agreement between the District and the teacher.

37.5 Upgrade – Part-Time Teachers

No appointment of a new teacher shall be made while there is available a presently employed part-time teacher, who has completed one year of probation with the District, and is currently employed on April 1 of the teacher's second year. The presently employed part-time teacher must have appropriate District seniority and have a contractual relationship with the District thirty percent (30%) or greater of the full-time teacher duty week. Such a part-time teacher who requests an increased contractual relationship into an instructional area for which the teacher is properly licensed but has not acquired seniority rights shall be interviewed and given due consideration prior to the appointment of a new teacher to the position.

37.6 Emergency Transfer

- A. Teachers who are transferred on an emergency basis shall have the same rights specified in Section 37.3C and Section 37.3E and shall have the opportunity to exercise those rights after in-building transfers but prior to either voluntary or involuntary transfers or reassignments.
- B. Teachers who are subject to emergency transfer shall be provided reasonable transition time.
- C. The Executive Director of Human Resources has the discretion to pay for packing in an emergency transfer per the hours and rate in Article 41.

ARTICLE 38 - UNREQUESTED LEAVE OF ABSENCE (ULA)
(LAYOFFS AND RECALL)

38.1 Purpose

The District may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation. The unrequested leave shall be effective at the close of the school year. Time lines for unrequested leave shall conform with MN Statute 122A.41.

38.2 Establishment of a Seniority List

- A. Any K-12 teacher who successfully completes eighty (80) or more consecutive duty days shall acquire seniority rights and be placed on the appropriate seniority list(s).
- B. Teachers employed under the bargaining unit as defined in Article 1 who are employed as replacements for teachers on leave, or teachers who are employed for less than thirty percent (30%) of the full-time teacher duty week, or teachers who are excluded under provisions of 38.2A above, shall be excluded from seniority rights under this Contract. Should the teacher, at a later date, be employed to fill a vacancy without a break in employment, seniority shall be retroactive to the original date of continuous employment.
- C. Teachers employed in Adult Basic Education (ABE), Early Childhood Family Education (ECFE) or other District employment groups that secure a teaching contract within this bargaining unit will have their seniority date back-dated to their original hire date upon completion of probation (in accordance with MN Statute 122A.41) provided there has been no separation in employment between the prior position and the teaching assignment. This provision does not apply to day-to-day substitute or intermittent service.
- D. The District shall establish a seniority list for each area of licensure. In order to be placed on this seniority list(s), the teachers must be currently teaching in their field of licensure or they must have taught one (1) class for a period of sixty (60) school days or more in the District. Seniority shall be established from the date a contract is signed with the District. In the event that teachers have equal seniority, their seniority ranking shall be determined by the following tiebreaker method.
 - 1. Total years teaching (in and out of Rochester)
 - 2. Highest degree in field of seniority being challenged
 - 3. Total credits beyond the BA

4. Most continuing education credits in each individual's teaching field
 5. File folder number
- E. Except as otherwise provided in this Article, teachers shall accrue seniority rights only for the time they are members of the bargaining unit. Teachers transferring from one (1) position to another shall retain all seniority accrued in the District.
- F. Teachers brought into the District by consolidation shall be credited with the full amount of seniority they accrued in the consolidated District. In the event their seniority is equal to the seniority of other teachers, their seniority ranking shall be determined by the following steps:
1. Total years teaching (in and out of Rochester)
 2. Highest degree in field of seniority being challenged
 3. Total credits beyond the BA
 4. Most continuing education credits in each individual's teaching field
 5. File folder number
- G. A teacher whose employment has been legally terminated by resignation or termination, pursuant to MN Statute 122A.41 but whose employment was subsequently reinstated by action of the School Board, without interruption of regular services, shall retain the teacher's original seniority date.
- H. The ranking of seniority for the seniority list(s) shall be from the teacher with the highest seniority in the District to the teacher with the lowest seniority in the District. The District shall update the seniority list(s) to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services or new employees. Such revised list(s) shall govern the application of the unrequested leave of absence policy until thereafter revised.
- I. The District shall update the seniority list(s) on or before October 1 and April 15. Each seniority list and subsequent updated list shall be posted electronically, and a hard copy shall be provided to the Association.
- J. Any teacher who disagrees with the teacher's placement on the seniority list(s) shall have thirty (30) school days from the date of posting to initiate a challenge through the grievance procedure.

38.3 Unrequested Leave of Absence

- A. Teachers who have seniority rights shall be placed on unrequested leave of absence in fields in which they are licensed. A teacher shall be placed on an unrequested leave of absence in accordance with the seniority list(s) established in Section 38.2D. In all cases, the teacher with the least amount of seniority shall be placed on unrequested leave of absence first.
- B. 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 field of licensure of a teacher with greater seniority if it is necessary to effectuate the purposes of such affirmative action program.
- C. When the position of a senior teacher is disrupted by the discontinuance of that position, the District has the right to make an assignment to avoid layoff. The District recognizes the right of teachers to retain their positions when that position is not affected by the discontinuance of positions. In making assignments to avoid layoff, the following provisions will apply:
 - 1. It will be made on the basis of a teacher's area of primary teaching experience in the District, to the extent possible.
 - 2. If the assignment is to a combination area position, it will be based on the teacher's experience in the combinations available as a teacher in the District, to the extent possible.
 - 3. Where clear choices are available for assignment to avoid layoff and when those choices are available to a defined group of teachers and when by exercising this choice the order and process of seniority of other teachers is not disrupted, then the District will follow the choice of assignment as expressed by the teachers in order of their seniority.
 - 4. When the assignment is outside the teacher's primary experience area, it will be based on retaining the most senior teacher(s).
 - 5. When the assignment is to combination areas outside the teacher's primary experience area, it will be based on retaining the most senior teacher(s).
 - 6. Teachers who are reassigned to avoid layoff shall have the first priority during the subsequent transfer procedures for transfer to a more desirable position available at that time.

7. When it is necessary to create or continue a single teaching position that encompasses a combination of teaching areas, teachers will be assigned into the combination positions based on the seniority of the teacher in the area of that position of the combination which constitutes the majority of the teaching time.
- D. A part-time teacher has no employment claim beyond that portion of full-time for which the person is currently employed except as provided in Section 37.5.
 - E. Should a part-time position be discontinued by the District when the part-time teacher has sufficient seniority to be retained, that teacher will be provided the full-time position. Should the teacher refuse assignment to the full-time position, that refusal shall constitute a voluntary resignation.
 - F. A teacher who is on a requested leave of absence but would have been placed on unrequested leave had the teacher been actively working in the District will be placed on unrequested leave in accordance with the applicable provisions of this Article.
 - G. Should a part-time position be the only position available to a full-time teacher who would otherwise be subject to unrequested leave, the teacher shall have the option of underemployment or unrequested leave.
 1. Underemployment shall be defined as a teacher being employed for less time than the teacher was employed during the year that the teacher was subject to unrequested leave action.
 2. Full employment shall be defined as an assignment equal in time to the individual's assignment during the year the teacher was subject to unrequested leave action.
 3. Upgrading shall be defined as the opportunity to move from underemployment up to and including the teacher's full employment.
 - H. Under employment upgrading shall be done by seniority and licensure. Underemployed teachers shall have upgrading rights equal to their rights had they been placed on unrequested leave.

38.4 Reinstatement

- A. A teacher shall be recalled from an unrequested leave of absence to available positions in the District in fields in which the teacher is licensed. Reinstatement shall be in the order of seniority and the teacher with the highest amount of seniority shall be reinstated first. When the District recalls a teacher to an area of licensure where the teacher has no

experience, the District may require the employee to participate in the Professional Growth Process.

- B. The District shall maintain a recall list in accordance with Section 38.4A. This list shall be updated every April 15 and October 1, and a copy shall be forwarded to the Association.
- C.
 - 1. No appointment of a new teacher shall be made while there is available on unrequested leave or underemployment (partially employed but not the teacher's full FTE), a teacher who is properly licensed to fill such a vacancy.
 - 2. Notification of vacancies to teachers on unrequested leave shall be by telephone, U.S. mail and/or email; however, if no response is received, the last attempt will be made via certified mail to the last known address of the teacher as recorded in the office of the Executive Director of Human Resources.
 - 3. In the event a teacher declines the offer of a position which is considered to be permanent at the time it is offered (except as provided in this Contract) or fails to notify the District in writing of the teacher's intentions within ten (10) calendar days of the date of notification, the teacher shall be removed from the recall list.
 - a. Should the tenth (10th) day for teacher acceptance of recall fall on a Saturday, Sunday or legal holiday, the period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.
 - b. For purposes of commencing to count the ten (10) day period, the date shall be the day following the earlier of the date of verified certified mail receipt or the date of return to the District of undelivered certified mail to the last address of District record for the teacher.
 - c. At the sole and exclusive discretion of the District, the ten (10) day teacher response period may be extended. Such extensions granted by the District shall not be deemed precedent for interpretation of this Contract, nor shall the refusal of the District to grant such extensions be grievable under Article 42 of this Contract.
- D. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.
- E. The unrequested leave of absence shall not impair the continuing contract rights of a teacher or result in the loss of any benefits accrued under the

Contract while the teacher was employed by the District.

- F. The rights of recall under unrequested leave of absence for a teacher who is not reinstated by recall to employment shall continue for a period of five (5) years from the date the teacher's unrequested leave began except as modified by the specific terms and conditions of this Article.
- G. A teacher on unrequested leave who at the end of the five (5) year period has accumulated no fewer than three (3) years of term substitute teacher employment with the District shall be extended one (1) year on unrequested leave. The one (1) year extension shall be extended so long as the teacher has accumulated no fewer than three (3) years of term substitute employment during the immediately preceding five (5) year period.
- H. The same provisions applicable to termination of probationary or continuing contracts in MN Statutes, Section 122A.41 shall apply to placement on unrequested leave of absence.
- I. Nothing in this Article shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible.
- J. Teachers placed on unrequested leave during the school year effective at the conclusion of the school year, shall be subject to rescission of that action through June 30.
- K. Teachers on unrequested leave shall be required to annually renew their unrequested leave status.
 - 1. Written notice of availability for recall to employment from the teacher on unrequested leave must be received via certified mail in the Office of Human Resources on or before April 15 of each year.
 - 2. Prior to March 15 of each year, the Office of Human Resources shall issue a reminder via certified mail to any teacher who has not notified the District in compliance with Section 38.4K1 above and to any teacher for which consideration of intent is deemed necessary.
 - 3. Evidence of the District notice having been sent by certified mail shall satisfy the District's obligation for prior notice. Any certified letter not received by the teacher and returned to the District, shall be forwarded by the District to the Association.
 - 4. Failure of a teacher on unrequested leave to provide an annual written notice to the Office of Human Resources of availability for recall to

employment via certified mail by April 15 of each year, or failure of a teacher to respond by April 15 to a District request for clarification of intent as provided in Section 38.4K1 above, shall in each case cause the teacher to be removed from unrequested leave and shall constitute voluntary termination of employment.

38.5 Recall/Bypass

- A. With the approval of the District a teacher may refuse one offer of employment recall. Such refusal will not jeopardize the teacher's right to recall to the next available position for which the teacher has rights based on licensure and seniority.
- B. If a teacher is under contract to another district when the teacher is recalled, subject to the approval of the District, the teacher may defer return until a time convenient to the programs of both districts, but in no event beyond the start of the next schoolyear.

ARTICLE 39 - WORK LOAD, PREPARATION PERIODS, CLASS SIZE, INTERACTIVE TELEVISION

- 39.1 A. The District shall maintain as much uniformity in the work hours as is reasonably possible. Administrators shall publish their start and end times by August 1 of each calendar school year. The typical workday shall include seven (7) hours and forty-five (45) minutes of continuous duty including a duty free lunch period at least equivalent to the time allowed students but no less than thirty (30) minutes.
- B. Teachers are expected to be on duty according to the above schedule from Monday through Friday, except that they may leave on the last school day of the week, ten (10) minutes after the last regularly scheduled class in the building is dismissed.
- C. A teacher wishing to be excused early shall consult with the building principal or immediate supervisor.
- D. Teachers are professionals; therefore, they will meet the obligations of the position, including attendance at parent conferences, departmental meetings, faculty meetings, training sessions, and such other responsibilities that are required.
- E. The site team and site administrator will cooperatively plan on how to best utilize conferencing to meet the needs of their students and parents/guardians. Face-to-face conferencing will be scheduled during the year at the discretion of the site team and site administrator. Face-to-face conferencing will include a parent/guardian event at the start of the year

and two (2) conferencing sessions during the course of the year. In addition to face-to-face conferencing, teachers will communicate with all families, as needed, throughout the school year.

- F. An elementary teacher and site administrator will mutually agree to make accommodations for additional conference time beyond the contractual conference hours, when a clear need for additional conference hours is demonstrated by the teacher or the administrator.
- G. A special education teacher or related service provider may flex up to forty-five (45) minutes of the current year's scheduled parent conference time for each individual education plan, hereinafter IEP, meeting that had been attended outside the duty day. The building administrator must be notified at least one (1) week in advance of the scheduled parent conference. IEP meetings that occur after the spring conferences may be carried over to the next conference cycle.
- H. Special Education teachers must schedule individual preparation time comparable with their peers at their sites. In addition, special education teachers will build time into their schedules for completion of student assessments and due process requirements. The amount of time will be determined by the structure of the assignment and the caseload, as mutually agreed by the teachers, special education supervisor, and building administrator.
- I. In order to address special education teacher issues and instructional needs of students, a meeting of the Executive Director of Student Services, the President of the Rochester Education Association, and the Rochester Education Association Student Support Services Executive Board Member will take place on monthly basis, or more frequently as a need arises. In the event one of the above is unavailable, a designee may attend.

Additionally, Student Support Services Supervisors will continue to meet with staff at the building and district levels to provide avenues for feedback, forums for questions, and supportive environments to address concerns.

- 39.2 A. The maximum daily student contact time for a teacher in pre-kindergarten session shall be two (2) two and one-half (2 ½) hours or the amount necessary to maintain an annual average of one hundred fifty (150) minutes per session, one (1) in the morning and one (1) in the afternoon.
- B. The maximum daily student contact time for a teacher working in K-5 shall be an average of five and one-half (5 ½) hours per day or a total of twenty-seven and one-half (27 ½) hours per week. In each five day

week/six day cycle, teachers of grades K-5 will receive a minimum of 150/175 minutes of individual preparation time within the student contact day. Individual preparation time must be scheduled in usable blocks of at least twenty-five (25) minutes each day. In addition, there will be at least fifty (50) minutes of planning time from the beginning of the teacher duty day until the students are scheduled to report. This time will be used for team planning, individual planning, and building staff meetings. The site staff may schedule up to one (1) day per cycle for use of pre-school planning time by committees.

- C. The maximum daily for a secondary teacher shall be equivalent to five (5) teaching periods in a seven (7) or eight (8) period day, not to exceed three hundred fifteen (315) minutes per day, passing time included; the student load for a teacher in that case shall not exceed the maximum number of one hundred sixty (160) students except for teachers of performing music groups and physical education classes. An acceptable class size for instruction in physical education shall not exceed forty (40) pupils. The recommended average number of pupils per day for a secondary teacher of performing music groups is one hundred eighty (180). Teachers may be assigned six (6) teaching periods per day by mutual consent between the teacher and the District; the student load for a teacher in that case shall not exceed one hundred ninety-two (192) students. The maximum daily teaching time for secondary vocational teachers shall be five (5) teaching periods and the teacher shall have one hundred (100) minutes of preparation time. Teachers may be assigned additional student contact time (except as provided in Article 33, Section 33.1A), not to exceed two and one-half (2 ½) hours per week. Additional student contact time may include such things as resource centers, target time, and study halls. Teachers will have one (1) period per day within the student contact day for individual preparation.
- D. When the educational program is such that Section 39.2C above cannot be complied with, the total student contact time shall not exceed twenty-seven and one-half (27 ½) hours per week. Any teacher with concerns regarding the teacher's caseload and/or unreasonable expectations with paperwork should discuss it with the teacher's supervisor. If there is no resolution, the issue should be referred to Meet and Confer.
- E. When adequate voluntary noon luncheon and playground supervision is not available, the administrator may assign such supervision providing it is done on an equitable basis within the school.
- F. The District's middle schools currently have a practice of providing student support during the instructional day referred to as academic success or advisory. The parties agree that these practices are beneficial to students, are mutually acceptable, and will not result in any overload pay or any

other additional financial obligations on the part of the District.

- G. The District's high schools currently have a practice of providing student support during the instructional day referred to as academic seminar. The parties agree that these practices are beneficial to students, are mutually acceptable, and will not result in any overload pay or any other additional financial obligations on the part of the District.

39.3 Interactive Television

- A. The parties agree that interactive television is primarily a matter of educational policy to be reached through the meet and confer process. The impact of the District's educational policy regarding interactive television affects the terms and conditions of employment of teachers, including but not limited to, those set forth in this Article.
- B. In the event that a Rochester teacher performs services involving interactive television outside of the District, then the provisions of this Contract shall follow that teacher. Supervisors in other districts must follow the provisions of this Contract as they may relate to that teacher providing interactive television services outside of the District.
- C. Mileage at the applicable rate shall be paid for actual and necessary travel assigned to the teacher unless a school vehicle is utilized by the teacher.
- D. Broadcasting teachers are not responsible for technical repairs, technical set-ups, or technical maintenance.
- E. The broadcasting teacher would be responsible for the instructional procedures and activities consistent with District educational policy.

39.4 Online Teaching

- A. The District has the right to assign online teaching as a part of the normal duty day. Any online teaching assignments in excess of a full-time position will be compensated in accordance with the online teaching salary schedule (Appendix C).
- B. The following criteria are applicable for each assignment:
 - 1. Minimum of five (5) students unless agreed to by the teacher.
 - 2. Compensation for development of the course will be paid at the curriculum writing rate.
 - 3. Assignment only of teachers with the appropriate Minnesota licensure.

4. Assignment of an online class will follow guidelines for assignment of a regular class.
5. Prep time for online classes will follow prep time guidelines as set forth in the Contract for live classes.
6. Online classes, unless part of a teacher's regular assignment, will be posted for hire in accordance with the District's hiring policy.
7. See Appendix C for online pay schedule.

39.5 Early Childhood Special Education Birth-to-Three Teachers

- A. Birth-to-Three teachers will typically follow the recommended 12-month work schedule. With prior approval from the Student Support Services administrator, a Birth-to-Three teacher may flex a day or days on this calendar to support the best interest of the student and employee.
- B. Work hours for the Birth-to-Three teachers require flexibility to meet the needs of individual students. In the event that flexibility is required, Birth-to-Three teachers will flex their work hours to accommodate their students' needs.
- C. Early Childhood Special Education Birth-to-Three Teachers. Teachers providing a fraction of their schedules to the Birth-to-Three Program will flex that portion of time based on their fraction of twenty (20) days (Physical Therapists, Occupational Therapists, Speech and Language Pathologists, etc.) Flex time earned during the school year must be used within seven (7) working days but may not be taken in greater increments than earned daily.

39.6 Other Flexible Schedule Teachers. Nurses, instructional coaches, guidance counselors, and other similar positions may flex a day or days on the calendar to support the best interest of the student and employee as authorized in advance and in writing by the administrator.

ARTICLE 40 - PILOT PROPOSAL

40.1 In the event the District and/or the Association has an interest to initiate a pilot program or strategy that could be in conflict with current language contained in this Contract, proposals shall be considered through a waiver process. A waiver must be obtained from both the Association and the District. If such a waiver is obtained, the collective bargaining agreement will be deemed modified by a Memorandum of Agreement (MOA) that has been created through the framework of a labor management committee. The Labor Management Committee (LMC) will be comprised of equal representation from

the Association and the District. The LMC will be co-chaired by one (1) representative from the Association and one (1) representative from the District.

- 40.2 Said MOA must contain beginning and end dates, intended purpose, outcomes, decision-making method, and any other applicable procedures and/or parameters to be followed during the pilot. The MOA must also reference any and all article provision(s) to be waived during the duration of the pilot program and must be signed by appropriate representatives of the District and the Association. The Contract is modified only to the extent necessary to implement the aspects of the pilot proposal. Upon completion of the pilot, the LMC will forward any recommendation(s) for change to the Association and the School Board.

ARTICLE 41 - CLASSROOM RESTORATION ACTIVITIES

- 41.1 Teachers who are required to spend extra time packing and unpacking in their work areas, outside the normal work day, due to the impact of construction, remodeling, building closure and/or destruction will be compensated as follows:
- A. Compensation – Mutual agreement between administration and teacher for unusual/exceptional situation which may require a teacher to participate in the cleaning, moving, or restoration of a classroom when construction, renovation, or building emergency occurs. It shall also include packing and unpacking of a classroom to be used for summer school or SACC. This language applies when unforeseen duties being performed by the building custodial staff do not allow for timely completion of these tasks.
 - B. The teacher will be compensated at the rate of a stipend of one hundred fifty dollars (\$150) per move, which includes both packing and unpacking.
 - C. No compensation will be granted for packing and moving a room due to a transfer.
- 41.2 The Executive Director of Human Resources has the discretion to approve payment made to a teacher in extenuating circumstances.

ARTICLE 42 - GRIEVANCE PROCEDURE

- 42.1 Definitions and Interpretations
- A. Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of the Contract shall be a grievance.

- B. The term "grievant" means any teacher or the Association filing a grievance.
- C. The term "days" means any calendar day except Saturday, Sunday, and legal holidays.
- D. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the timeperiod.
- E. The time limits provided in this Article shall be strictly observed but may be extended by written mutual agreement. Failure to file any grievance within the given time periods shall be deemed a waiver thereof. In the event a grievance is filed after May15 of any year and strict adherence to the time limits may result in hardship to any party, the District shall use its best efforts to process such grievance before the end of the school term or as soon thereafter as possible.
- F. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period as computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

42.2 Informal Procedures

The grievant, either personally or accompanied by an Association representative, shall discuss the alleged grievance with the appropriate school principal or immediate supervisor. An effort shall be made to settle all differences informally.

42.3 Formal Procedures

- A. Notwithstanding the expiration of this Contract, any claim of grievance arising during the effective dates of the Contract may be processed through the grievance procedure until resolution.
- B. Level One - Building Principal or Immediate Supervisor
 - 1. If, after informal discussion with the school principal or immediate supervisor, the grievance still exists, the grievant may, within thirty (30) days after the grievant knew or should have known about the event on which the grievance is based, invoke the formal grievance procedure.

2. The grievance shall be filed through the Association on the form available from the Association representative and the principal or immediate supervisor in each building. A copy of the grievance shall be delivered to the principal or immediate supervisor, who shall forward a copy of the grievance to the Superintendent. If the grievance involves more than one school building, it may be filed with the Superintendent.
3. Within five (5) days of the receipt of the grievance, the principal or immediate supervisor shall meet with the grievant and a representative of the Association in an effort to resolve the grievance.
4. The principal or immediate supervisor shall indicate the disposition of the grievance, in writing, within five (5) days of such meetings and shall furnish a copy thereof to the grievant and the Association.

C. Level Two - Superintendent

If the grievant, or the Association if it is the grievant, is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance may within five (5) days be transmitted to the Superintendent. Within ten (10) days after he/she received or should have received the grievance, the Superintendent or his/her designee shall meet with the grievant and a representative of the Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) days of such meetings, and shall furnish a copy thereof to the grievant and to the Association.

D. Level Three - Arbitrator

1. If the grievant, or the Association if it is the grievant, is not satisfied with the disposition of the grievance by the District or if the disposition has not been made within the period provided, the grievance may be submitted to arbitration before an impartial arbitrator provided the submission is made no later than thirty (30) days after the decision is received or should have been received from the District. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the parties shall make a selection from a five (5) member panel submitted to the two (2) parties by the Commissioner of Mediation Services under the procedures established by the Commissioner.

2. The arbitrator shall have no power to alter, add to or subtract from the terms of this Contract. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
3. The fees and expenses of the arbitrator shall be shared equally by the two (2) parties. Any other expense which the two (2) parties mutually agree are necessary to the conduct of the arbitration shall be shared equally by the two (2) parties.

42.4 Denial of Grievance

Failure of the District to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the grievant may appeal it to the next level.

42.5 Ordering of Remedies and Waiver

- A. A party instituting any action, proceeding or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Contract, shall immediately thereupon waive any and all rights to have a grievance and/or the right to have a grievance pursued on his/her behalf under this Article. Upon instituting a proceeding in another form as outlined herein, the right to initiate a grievance pursuant to this Article or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.
- B. This section shall not prevent an action from being pursued in multiple forms. This section shall only prohibit a party from moving concurrently under the grievance procedure and another form.
- C. This section shall not apply to actions to compel arbitration or to enforce the award of an arbitrator.

42.6 Rights of Teachers to Participate

No reprisals of any kind will be taken by the District or the school administration against any teacher because of the teacher's participation in the grievance procedure.

**ARTICLE 43 - TEACHER ON SPECIAL ASSIGNMENT: CLINICAL
COACHES: IMPLEMENTATION ASSOCIATES**

- 43.1 The District and the Association agree that if teachers are hired to perform special assignments, educational projects, and/or specified teaching and administrative tasks, it shall be done in accordance with the following provisions:
- A. All such positions shall be posted in accordance with Article 36, shall be filled by mutual agreement between the District and the individual teacher and the length of the appointment shall be stated in the job description at the time of the posting.
 - B. All special assignment positions shall be considered temporary and shall terminate upon the completion of the educational project and/or specified teaching and administrative task. Upon completion of the special assignment, the teacher shall return to the same position which the teacher held at the time the special assignment commenced, or if that position is no longer in existence, to a substantially equivalent position.
 - C. A teacher on special assignment shall receive the teacher's contracted salary and shall accrue all tenure, salary, fringe benefits, seniority, sabbatical leave credits, and all other benefits the teacher would have had, had the teacher taught in the teacher's regular position. The teacher will be covered by all terms and provisions of the Contract while on special assignment.
 - D. Any deviation from the provisions of Section 43.1C shall be negotiated between the District and the Association. In the case of an administrative assignment, deviations, if any, from Section 43.1C, shall be negotiated between the District and the individual teacher and the Association shall be notified.
- 43.2 The District and the Association agree that if teachers are assigned to perform the duties of Clinical Coaches and/or Implementation Associates, it shall be done in accordance with the following provisions:
- A. All such positions shall be posted in accordance with Article 36, including information as to a flexible work year and day; shall be filled with the mutual agreement between the District and the individual teacher; shall state the length of the appointment; and shall specify the unit duties to be performed in the job description at the time of the posting.

- B. Upon completion of the term as a Clinical Coach, and/or Implementation Associate, the teacher shall return to the same position which the teacher held at the time the Clinical Coach, and/or Implementation Associate role commenced, or if that position is no longer in existence, to a substantially equivalent position.
 - C. A teacher performing as a Clinical Coach, and/or Implementation Associate shall receive the teacher's contracted salary, a stipend and shall accrue all tenure, salary, fringe benefits, seniority, sabbatical leave credits, and all other benefits the teacher would have had, had the teacher taught in the teacher's regular position. The teacher will be covered by all terms and provisions of the Contract while performing as a Clinical Coach, and/or Implementation Associate.
 - D. Any deviation from the provisions of Section 43.2C shall be negotiated between the District and the Association.
- 43.3 In the event that teachers are assigned to a Teacher on Special Assignment position, Clinical Coach, and/or Implementation Associate for consecutive terms of four (4) years or fewer, the teacher will return to the same position which the teacher held at the time of the assignment, or if that position is no longer in existence, to a substantially equivalent position. After four (4) years, the teacher will return to a position for which the teacher has seniority.

ARTICLE 44 - FRACTIONAL TIME TEACHERS

44.1 Definition

- A. A fractional time teacher is one who is employed in a position that is identified as basically temporary or seasonal in character in that it does not exceed thirty (30) continuous duty days from July 1 to June 30.
- B. Casual, hourly tutors shall be fractional time teachers for purposes of this Article. Teachers hired for identifiable class(es) on regular or term contracts shall not be fractional time teachers.
- C. Fractional time teachers shall be excluded from all provisions of this Contract except as specifically provided in this Article.

44.2 The following Articles/Sections of this Contract shall apply to fractional time teachers by reference:

- A. Article 1: Recognition
- B. Article 17: Inclement Weather Policy or Other Unusual Conditions

- C. Article 20: Dues Check-Off
- D. Article 21: Mileage
- E. Article 31: Association Representation
- F. Article 42: Grievance Procedure

44.3 Salary and Insurance

- A. Fractional time teachers shall be paid for time worked based on an hourly rate which is the rate determined by dividing the Bachelor's maximum annual salary (not including longevity) by 1400 hours.
- B. Any fractional time teacher who works or expects to work more than thirty (30) continuous days during the school year from July 1 to June 30, may, at their option, purchase life insurance, disability insurance, single and/or dependent dental insurance, and single and/or dependent medical insurance at the prevailing group rates.

44.4 Professional Responsibilities and Terms of Employment

- A. Fractional time teachers may be required to participate beyond the defined duty day in staff meetings and other such responsibilities as are necessary to the performance of the professional duties of such positions.
- B. The duration of fractional time employment shall be limited to the terms of the individual's contract and shall be concluded and employment terminated upon due notice from the School Board. All hiring and termination shall be pursuant to formal action by the School Board.

ARTICLE 45 - SUBSTITUTE TEACHERS

45.1 Per Diem Substitute Teachers

Per diem substitute teachers with rights of bargaining unit representation as required under the Public Employment and Labor Relations Act (PELRA), shall have access to the rights of Article 1 and Article 42 of this Contract and shall be excluded from all others.

- A. The per diem substitute wage shall be the daily substitute wage as established by the School Board.
- B. A full day per diem substitute shall be defined as four (4) hours or more of daily assigned time.

- C. A half day per diem substitute shall be defined as fewer than four (4) hours of daily assigned time.

45.2 Term Substitute Teachers

A term substitute teacher shall be defined as a teacher under an individual term of employment contract with the School Board for services as a replacement for an incumbent teacher on a leave of absence when such leave has been approved by specific action of the School Board.

- A. Upon completion of thirty (30) accumulated days of employment as a per diem substitute for one (1) absent teacher, the teacher shall become a term substitute pursuant to Section 45.2.
- B. A term substitute shall have all the rights and benefits of this Contract excluding only Articles 33, 37, and 38.
- C. Should a term substitute teacher subsequently be employed as a regular contract teacher, without a break in employment, seniority shall be retroactive to the original date of continuous employment.
- D. The duration of term substitute employment shall be limited to the terms of the individual's contract and shall be concluded and employment terminated upon due notice from the School Board.

45.3 Term Substitute Employment

- A. Unrequested Leave of Absence Recall
 - 1. For all positions defined as a term substitute teacher under provisions of Section 45.2 of this Contract, which positions are less than one (1) full school year in duration, the District shall give first right of employment to teachers on unrequested leave based on recall licensure. There shall, however, be no order of employment obligation or right.
 - 2. For said positions that equal one (1) full school year in duration, the District shall give first right of employment to teachers on unrequested leave based on recall licensure and seniority. The teacher shall remain on the unrequested leave of absence recall list while employed as a term substitute teacher.
- B. The District shall retain the right to provide equal employment rights as a term substitute teacher to an individual who has held a position other than a bargaining unit position under this Contract:

1. When such position was defined as a teacher under MN Statute 122A.41.
2. When the individual is currently on unrequested leave from said position.
3. When the individual's date of employment is equal to or prior to the least senior teacher who is available for employment from the required licensure recall list.

45.4 Teachers on unrequested leave who are employed as substitute teachers shall be subject to all provisions of Article 45.

45.5 Temporary Teaching Positions

- A. A temporary position may be created to meet the needs of the District.
 1. The position is expected to be short term until the end of the year, used to staff a program that is dependent on grant funds, or
 2. To fill a vacant position and make it available for voluntary transfer by current employees in the spring, or
 3. To employ a teacher from a limited pool of applicants, or when appropriate license is not held (i.e. teaching under a variance).
- B. After August 15, the Executive Director of Human Resources can make the determination to designate a position temporary for the current school year.
- C. If a position is temporary and extends beyond the end of the school year, that position will become a regular contract position unless it is tied to specific funding with a limited time period.
- D. Teachers employed under a temporary contract will have the opportunity to interview for future vacant positions for which they are licensed. If selected for one of these openings without a break in employment, their seniority date will be retro-active to the date they signed the temporary teacher contract.
- E. A temporary teacher shall have limited rights and benefits of this Contract. Rights and benefits can be accessed on the District Intranet.

ARTICLE 46 – ADULT BASIC EDUCATION
(ABE) ADULT LITERACY PROGRAM
HOURS, COMPENSATION, AND BENEFITS

Master Contract Reference

- A. The following articles of the Master Contract also apply to Adult Basic Education teachers:

- 1 – Recognition
- 2– Association Rights
- 3 – Management Rights
- 4 – Negotiation Procedures
- 5 – Meet and Confer Council
- 6.7 – Emergency Sick Leave Pool (ESLP)
- 11 – Military Leave
- 16 – Deductions for Absence
- 20 – Dues Check Off
- 21 – Mileage
- 24.2 – Health/Hospitalization Insurance
- 24.3 – Dental Insurance
- 24.4 – Term Life Insurance
- 24.5 – Disability Insurance
- 24.8 – Annual Insurance Coverage
- 24.9 – Unrequested Leave Health Insurance
- 25 – Extracurricular Assignments
- 30 – Principles of Employment
- 31 – Association Representation
- 42 – Grievance Procedure
- 48 – Strike, Slowdown, or Withholding of Services
- 49 – Publication of the Contract
- 50 – Duration

46.1. Hours

A. Setting

The District retains its authority to establish the minimum hours of assignment for individuals employed in its Adult Literacy Program. Forty (40) hours per week will be considered full-time. The District will establish the calendar for its Adult Literacy Program in consultation with its ABE employees and based upon the needs of students.

B. Flexibility

The District maintains the flexibility to set program hours, to modify program hours, to reassign staff to areas needed in the Adult Literacy Program, to reduce hours of employment in order to meet program needs; the ability to determine ratios of employees to enrollees in the Adult Literacy Program; and the ability to determine minimum and maximum teaching hours.

C. Notice: The District will provide ten (10) calendar days' notice to the Association before decreasing the hours of a teacher in the Adult Literacy Program.

46.2 Compensation:

2019-2020 ABE Salary Matrix

STEP	BA-0	BA+10-0	MA-0
1	\$29.67	\$30.56	\$31.48
2	\$30.26	\$31.17	\$32.11
3	\$31.06	\$32.00	\$32.96
4	\$31.99	\$32.96	\$33.95
5	\$32.95	\$33.95	\$34.97
6	\$33.94	\$34.97	\$36.02
7	\$34.96	\$36.02	\$37.10
8	\$36.01	\$37.10	\$38.21
9	\$37.09	\$38.21	\$39.36
10	\$37.09	\$38.21	\$39.36
11	\$37.09	\$38.21	\$39.36

2020-2021 ABE Salary Matrix

STEP	BA-0	BA+10-0	MA-0
1	\$29.67	\$30.56	\$31.48
2	\$30.26	\$31.17	\$32.11
3	\$31.06	\$32.00	\$32.96
4	\$31.99	\$32.96	\$33.95
5	\$32.95	\$33.95	\$34.97
6	\$33.94	\$34.97	\$36.02
7	\$34.96	\$36.02	\$37.10
8	\$36.01	\$37.10	\$38.21
9	\$37.09	\$38.21	\$39.36
10	\$37.09	\$38.21	\$39.36
11	\$37.09	\$38.21	\$39.36

- A. Teachers in the Adult Literacy Program will be eligible to participate in the 403(b) program pursuant to the conditions and requirements contained in Article 18 of this Contract between the District and the Association and consistent with the District guidelines for participation in the health insurance program.
- B. Preparation Time: Teachers will be paid fifteen (15) minutes of prep time for each hour of learner contact time. Fifty (50) percent of prep hours must be done at the program site.
- C. Lunch: Adult Literacy Teachers who are scheduled before and after the noon hour are eligible for thirty (30) minutes unpaid lunch. This includes those who travel between buildings during the noon hour.

46.3 Insurance

- A. District Contribution and Coverage:

Teachers in the Adult Literacy Program will be eligible for health/hospitalization, dental, term life, and disability insurance pursuant to the conditions and requirements contained in Article 24 of the Contract between the District and the Association.

- B. "Grandparent" Provision

ABE teachers who are covered under District provided insurance as of the date of the signing of the Joint Memorandum shall be entitled to continue that coverage under the conditions existing as of that date and are not subject to the requirements of paragraph 3.1 above.

46.4 Leaves:

A. Sick Leave:

A day of sick leave is equal to the number of hours the ABE teacher is scheduled to work per day. Teachers are eligible for ten (10) prorated paid sick days during the school year based on the number of hours the teacher is scheduled to work per day. These days may be used in hourly increments. Accumulation of sick days is unlimited.

Sick leave may be used in the event of the illness or disability of the employee, or a member of the employee's household who requires the attendance of the employee, or for an emergency medical or dental treatment which is not routine in nature and which cannot be scheduled at a time other than during work hours.

B. Personal Leave:

A day of personal leave is equal to the number of hours the teacher is scheduled to work per day. Teachers are eligible for three (3) personal days during the school year. Personal leave may not be accumulated from year to year. Personal leave days will be credited to each teacher on July 1 of each year.

C. Emergency Sick Leave Pool:

Refer to Article 6.7 for donation and eligibility. For Adult Basic Education (ABE) teachers assigned to work more than forty (40) hours per week, a "day" of sick leave, for the purpose of the Emergency Sick leave Pool, will mean eight (8) hours of sick leave; for those assigned to work less than forty (40) hours per week, a "day" will be prorated based on the portion of forty (40) hours per week they are assigned to work.

46.5 Seniority:

Seniority shall be defined as the date on which a teacher is hired as an hourly employee in the Adult Basic Education program. Seniority for the current teaching staff will be retroactive to the period when the Adult Basic Education and the Adult Refugee ESL Programs merged (1991). No seniority from the K- 12 program will be carried over to the ABE program. The parties agree that teachers hired in the Adult Basic Education program shall not accumulate seniority on the K-12 teacher seniority list. Accrual of seniority within the ABE program shall follow normal seniority provisions. Tie breakers, to determine seniority, shall apply according to the following:

- A. Total number of years teaching in and outside of Rochester.
- B. Highest degree in the area of teaching for which the tie must be broken.
- C. Total number of credits beyond the BA degree.
- D. Most continuing education units in each person's teaching field.

46.6 ABE Program Openings/Transfer:

- A. Upon a program opening, jobs will be posted internally for five (5) days before being offered externally. All applications for internal program openings/transfers will be filled on the basis of experience, qualifications and educational needs.
- B. K-12 Contract Transfer: ABE teachers are also eligible to transfer into a K-12 contract teaching position in accordance with the teacher voluntary transfer process (Section 37.4) (Note: K-12 contract teachers cannot access ABE positions through the teacher voluntary transfer process or the ULA recall process).

46.7 Teacher Reduction, Layoff and Reinstatement:

Placement on unrequested leave of absence shall be based upon seniority, licensure and qualifications (e.g. teachers of articulated classes at RCTC, required credentials for specific classes), and educational need.

Reinstatement of ABE teachers shall be in the inverse order of placement on unrequested leave of absence, within acceptable qualifications for available positions.

46.8 Paid Holidays:

The calendar shall include no fewer than four (4) paid holidays. An ABE teacher who is scheduled to work on the day of a holiday will be paid for the hours the teacher was scheduled to work. Paid holidays shall include Labor Day, Thanksgiving Day, President's Day or Martin Luther King Day, and Memorial Day.

46.9 Continuing Education:

Subject to state funding for such professional development, all teachers will be paid for up to twelve (12) hours per year for job-related professional development selected by the District. This may not be carried over from one year to the next and will be possible only as long as state funding supports it.

46.10 Inclement Weather (or other unusual conditions)

- A. When the district and/or Community Education cancels daytime or evening classes or activities at a particular site due to inclement weather or other unusual conditions, ABE classes at that site must also be canceled. Teachers are not required to be present. If RCTC closes, Literacy classes at that site must be canceled. The teachers will be paid for the number of hours they were scheduled to work that day.
- B. If, due to inclement weather or unusual conditions, school is started later than the normally scheduled time, teachers will report as close to the normally scheduled time as the teacher determines is safe and possible.
- C. In the event of inclement weather or other unusual conditions, teachers who have previously approved teacher leave (code 3), professional leave (code 6), and compensatory leave, will have those days reinstated.

46.11 Mileage:

Teachers who travel between buildings will be reimbursed according to Article 21 of the Master Contract.

46.12 Building Level Leadership:

ABE teachers selected to perform building level leadership duties in building, curricular, and departmental areas will receive a stipend of one thousand two hundred dollars (\$1,200) per year, provided that they work the entire school year. The stipend will be paid in the last paycheck of the school year.

46.13 Sub Pay:

ABE teachers subbing for another ABE teacher will be paid at their regular hourly rate of pay.

46.14 ABE Lane Placement and Lane Change

Initial Employment Placement

Upon initial employment, a teacher shall be placed on the appropriate salary lane based on earned degree and graduate hours earned beyond that degree, subject to the following qualifications:

- A. Official verification of degree and graduate hours beyond the degree must be received in the Office of Human Resources no later than thirty (30) days after accepting employment or September 15 in the school

year in which employment commenced, whichever shall occur later.
(NOTE: 1.5 quarter credits equal 1 (one) semester credit).

Lane Placement Change Following Initial Employment

A request for salary lane change with all attached official verification shall be received in the Office of Human Resources or be postmarked no later than September 15 or February 15 in the year in which the lane change is granted.

When September 15 or February 15 falls on a day the office is not open, the following day of office hours shall be the deadline. A lane change will be granted upon verification of all standards as herein stipulated. Retroactive pay will be granted from August 1 for those lane changes granted on September 15, and from February 1 for those lane changes granted on February 15.

Degree Lane Placement

- A. A teacher who is granted a Bachelor's, or Master's degree, shall be eligible for degree lane placement subject to the following qualifications:
 - 1. The degree must be granted from an accredited institution;
 - 2. All official verification along with the request for placement must be timely filed as per 23.1A and 23.2 [EA1] of this Article.
 - 3. Any teacher hired after January 1, 2006, shall not use credit from an Educational Administration program toward a lane change up to a Master's Degree.

- B. BA+15 Lane Placement
 - 1. All credits applied to the BA+15 placement must be graduate hours earned at an accredited institution.
 - 2. All credits applied to BA+15 or Master's degree lane placement must have been earned after the date the Bachelor's degree was earned and conferred.
 - 3. A teacher who has earned fifteen (15) graduate semester hours beyond the Bachelor's Degree shall qualify for the BA+15 salary lane placement.

ARTICLE 47 – EARLY CHILDHOOD FAMILY EDUCATION (ECFE)
PROGRAM HOURS, COMPENSATION AND BENEFITS

The following articles of the Master Contract also apply to ECFE teachers:

- 1 – Recognition
- 2 – Association Rights
- 3 – Management Rights
- 4 – Negotiation Procedures
- 5 – Meet and Confer Council
- 6.7-Sick Leave Pool
- 11 – Military Leave
- 16 – Deductions for Absence
- 20 – Dues Check Off
- 21 – Mileage
- 24.2 – Health/Hospitalization Insurance
- 25 – Extracurricular Assignments
- 31 – Association Representation
- 42 – Grievance Procedure
- 48 – Strike, Slowdown, or Withholding of Services
- 49 – Publication of the Contract
- 50 – Duration

When a Master Contract article refers to FTE calculations, 1.0 FTE is equal to 1520 hours and a .5 FTE is equal to 760 hours.

47.1 Probation

The length of probation for ECFE teachers shall be for three (3) continuous years from date of initial hire. During such probationary period, an ECFE teacher may be terminated at the sole discretion of the District. In the event that an ECFE teacher is hired who has established three (3) years of continuous employment in a prior district, the teacher will be on probation for one full year from the date of hire.

47.2 Continuing ECFE Teachers

ECFE teachers who successfully complete the probationary period shall hold continuing employment based on their seniority and licensure. Continuing teachers may only be terminated for just cause or laid off due to program reductions or financial limitations.

47.3 Seniority and Layoff

ECFE teachers shall be listed on a separate seniority list from other teachers within the District based on date of hire and teaching assignment. ECFE teachers shall have seniority rights only in the ECFE program. Other teachers within the District may not bump or displace ECFE teachers or vice versa. ECFE teachers are not subject to the rights as set forth in MN Statute 122A.40. Layoff of ECFE teachers shall be in inverse order of seniority according to licensure and teaching assignment.

- A. Seniority Date: For ECFE teachers hired prior to January 1, 2008, the seniority date shall be as established by the date of hire in which they were employed for a Parents Are Important In Rochester (PAIIR) position by Child Care Resource and Referral.
- B. Seniority List: The District will post the seniority list prior to October 15 and April 15 of each year. ECFE teachers may challenge the correctness of the ECFE Seniority List with regard to seniority.

47.4 Recall

Continuing ECFE teachers on layoff shall have rights to recall for two (2) years should a position become available during that time frame. Recall shall be in the order of seniority, and the teacher with the highest amount of seniority shall be reinstated first, within licensure and qualifications required for open positions (e.g., parent education, family literacy). As positions become available, the District must notify individuals by certified mail of any job openings. Individuals on layoff may reject any job that has fewer hours than those held at the time of layoff. However, any teacher who rejects a job offer equal to or greater than their previous position loses the right to further recall.

ECFE teachers shall notify the Superintendent or designee by certified mail of their acceptance or rejection of a position within seven (7) calendar days of receipt of a recall notice. Teachers on layoff have the personal responsibility to keep the District informed of their current mailing address.

47.5 Salary

ECFE Teachers will be paid according to the following matrix

SALARY SCHEDULE 2019-2020

Step	BA	BA+15	MA
1	28.39	29.24	30.12
2	28.96	29.82	30.72
3	29.54	30.42	31.33
4	30.13	31.03	31.96
5	30.73	31.65	32.60
6	31.34	32.28	33.25
7	31.97	32.93	33.92
8	31.97	32.93	33.92
9	31.97	32.93	33.92
10	31.97	32.93	33.92
Long. 11	31.97	32.93	33.92

SALARY SCHEDULE 2020-2021

Step	BA	BA+15	MA
1	29.74	30.63	31.55
2	30.33	31.24	32.18
3	30.94	31.86	32.82
4	31.56	32.50	33.48
5	32.19	33.15	34.15
6	32.83	33.81	34.83
7	33.49	34.49	35.53
8	33.49	34.49	35.53
9	33.49	34.49	35.53
10	33.49	34.49	35.53
Long. 11	33.49	34.49	35.53

47.6 Hours of Service, Duty Day, Duty Week, and Duty Year

Recognizing the unique, changing and irregular nature of the ECFE program, the District maintains the flexibility to set program hours, to modify program hours, to reassign staff in areas needed in the ECFE program; to reduce hours of employment in order to meet program needs; the ability to determine ratios of employees to participants in the ECFE program; and the ability to determine minimum and maximum hours of assignment, hours of service, duty day, duty week, and duty year shall be assigned by the District and modified from time to time based upon the needs of the program.

47.7 Setting

The District retains its authority to establish minimum number of hours of assignment for individuals employed in its ECFE Program. The District will establish the calendar for its ECFE program in consultation with ECFE employees and based on the needs of students.

47.8 ECFE Posting and Time Lines

A letter of assignment will be given to each teacher by June 30 which will include the rate of pay, proposed hours of service, and location, when possible.

47.9 K-12 Contract Transfer

ECFE teachers are also eligible to transfer into a K-12 contract teaching position in accordance with the teacher voluntary transfer process (Section 37.4) (Note: K-12 contract teachers cannot access ECFE positions through the teacher voluntary transfer process or the ULA recall process).

47.10 Notice

The District will provide ten (10) calendar days' notice to the teacher and the Association before decreasing hours of a teacher in the ECFE program.

47.11 Preparation Time

Preparation time shall be defined as the time the teacher has aside from student contact hours to prepare for the teacher's teaching assignment. Preparation time will be for a minimum of thirty (30) minutes before each class and thirty (30) minutes after the class. Prep/planning time over and above this minimum may be given based on the individual teaching assignments.

47.12 Work Direction

ECFE teachers will provide work direction for assistant teachers and interns.

47.13 Additional Required Duties

ECFE teachers may be assigned by the ECFE coordinator to additional duties in excess of their assignment. These duties shall include, but are not be limited to, ECFE meetings, open houses, curriculum development, and assigned staff development. ECFE teachers will be paid at their hourly rate for such activities and/or meetings. When it is mutually agreed upon by the ECFE coordinator, administrator, and ECFE teacher, the teacher will be compensated at that same rate for attendance at building level staff meetings.

47.14 Subbing

ECFE teachers subbing for another ECFE teacher's class will be paid at the substituting teacher's hourly rate.

47.15 Parent/Teacher Conferences

Teachers assigned to hold parent/teacher conferences will be assigned a number of hours at their hourly rate to hold these conferences.

47.16 Health Insurance Benefits

Teachers in the ECFE Program will be eligible for health/hospitalization insurance pursuant to the conditions and requirements contained in Article 24 of the 2013-2015 Contract between the District and the Association.

47.17 Leaves

A. Sick Days

Sick leave will accrue at the rate of one (1) hour of sick leave for every twenty (20) hours worked up to a maximum of two hundred forty (240) hours. Sick leave may be used in the event of the illness or disability of the employee, or a member of the employee's household who requires the attendance of the employee, or for an emergency medical or dental treatment which is not routine in nature and which cannot be scheduled at a time other than during work hours.

B. Personal Leave

Beginning July 1, 2008, ECFE teachers who work an average of thirty (30) hours per week and a minimum of one thousand twenty (1020) hours annually shall earn sixteen (16) hours of paid personal leave. Employees working fewer than one thousand twenty (1020) hours will be paid for these hours on a pro rata basis. Personal leave must be used within the work calendar or school year and cannot be accrued or carried over or used as additional pay. When the need for leave is foreseeable, employees must notify their supervisors of the dates the leave will take place.

C. Holidays

The following days are annual paid holidays: ECFE teachers who work an average of thirty (30) hours per week and a minimum of one thousand twenty (1020) hours annually will be entitled to thirty-two (32) hours of holiday pay per year. These hours will be reported on Thanksgiving Day, Christmas Day, Martin Luther King or President's Day, and Memorial Day. Employees working fewer than one thousand twenty (1020) hours will be paid for these holidays on a prorated basis. Holidays will be observed based on the District calendar.

D. Jury Duty

Should an employee be chosen for jury duty at the time that coincides with normal work hours, time off with pay will be granted for workdays during which such employee is actually on jury duty. The fee received from the court is to be submitted to the accounting department along with a written statement from the court showing the dates and times an employee served.

E. Bereavement Leave

ECFE teachers will be granted up to five (5) working days annually with pay due to a death in the employee's family or the employee's spouse/partner's immediate family (mother, father, sister, brother, spouse/partner, children, grandparent, or grandchild). Additional leave may be arranged with prior approval from the employee's supervisor and/or the Office of Human Resources. This additional leave will be without pay.

F. Emergency Sick Leave Pool

Refer to Article 6.7 for donation and eligibility.

47.20 Inclement Weather Policy or Other Unusual Conditions

When the District cancels classes due to inclement weather, the ECFE program will close. The teachers will be paid for the number of hours they were scheduled to work that day. When the District is closed due to inclement weather, ECFE teachers will work from home to prepare for their classes.

47.21 Mileage

Teachers who travel between buildings will be reimbursed according to Article 21 of this Contract.

47.22 Grievance Procedure

ECFE teachers will have access to the grievance procedure according to Article 42 - Grievance Procedure of this Contract.

47.23 403(b) Match

ECFE teachers who work an average of thirty (30) hours per week and a minimum of one thousand twenty (1020) hours per year will be eligible to participate in the 403(b) program pursuant to the conditions and requirements contained in Article 18 of the Contract between the District and

the Association.

47.24 ECFE Lane Placement and Lane Change

Initial Employment Placement

Upon initial employment, a teacher shall be placed on the appropriate salary lane based on earned degree and graduate hours earned beyond that degree, subject to the following qualifications:

- Official verification of degree and graduate hours beyond the degree must be received in the Office of Human Resources no later than thirty (30) days after accepting employment or September 15 in the school year in which employment commenced, whichever shall occur later. (NOTE: 1.5 quarter credits equal 1 (one) semester credit).

Lane Placement Change Following Initial Employment

A request for salary lane change with all attached official verification shall be received in the Office of Human Resources or be postmarked no later than September 15 or February 15 in the year in which the lane change is granted.

When September 15 or February 15 falls on a day the office is not open, the following day of office hours shall be the deadline. A lane change will be granted upon verification of all standards as herein stipulated. Retroactive pay will be granted from August 1 for those lane changes granted on September 15, and from February 1 for those lane changes granted on February 15.

Degree Lane Placement

A teacher who is granted a Bachelor's, or Master's degree, shall be eligible for degree lane placement subject to the following qualifications:

1. The degree must be granted from an accredited institution;
2. All official verification along with the request for placement must be timely filed as per 23.1A and 23.2 [EA1] of this Article.
3. Any teacher hired after January 1, 2006, shall not use credit from an Educational Administration program toward a lane change up to a Master's Degree.

BA+15 Lane Placement

1. All credits applied to the BA+15 placement must be graduate hours earned at an accredited institution.
2. All credits applied to BA+15 or Master's degree lane placement must have been earned after the date the Bachelor's degree was earned and conferred.
3. A teacher who has earned fifteen (15) graduate semester hours beyond the Bachelor's Degree shall qualify for the BA+15 salary lane placement.

ARTICLE 48 - STRIKE, SLOWDOWN OR WITHHOLDING OF SERVICES

Absent a legal strike called by the Association following the expiration of this Contract, employees represented by the bargaining unit shall not engage in strike, slowdown or withholding of services during their duty day as employees. Activities during the duty day which shall cause, encourage, participate in or support any strike, slowdown, or other interruption or interference with the normal function of the District or with the normal work activities of any reporting employee shall be deemed a violation of this no- strike Article. Further, an employee who is absent from his/her work assignment without permission of the District, or who abstains wholly or in part from the full performance of his/her duties on the date(s) of a strike other than a legal strike called by the Association following the expiration of this Contract, shall be deemed a violation of this no-strike Article. Any employee in violation of this no-strike Article shall be subject to disciplinary action up to and including immediate discharge.

ARTICLE 49 - PUBLICATION OF THE CONTRACT

- 49.1 Association members are encouraged to utilize electronic copies of the contract. The District will print 500 copies that will be sent to the Association upon completion of the agreement for distribution.
- 49.2 Any individual contract between the District and an individual teacher heretofore executed shall be subject to and consistent with the terms of this or subsequent contracts to be executed by the parties. If an individual contract contains any language inconsistent with this Contract, this Contract shall be controlling.

ARTICLE 50 - DURATION

- 50.1 Term of the Contract

This Contract shall remain in full force and effect for a period commencing

on July 1, 2019 – June 30, 2021 and thereafter until modifications are made pursuant to the PELRA of 1971, as amended.

50.2 Finality

- A. This Contract constitutes the full and complete agreement between the District and the exclusive bargaining representative representing the teachers of the District. The provisions herein supersede any and all prior agreements, resolutions, practices, District policies, rules or regulations inconsistent with these provisions.
- B. This Contract shall be modified by any past practice of either the District or the teachers when it is agreed by the District and the Association that such past practice modifies or establishes the intent of the Contract, or when such past practice is determined by an arbitrator to modify or establish the intent of the Contract.
- C. This Contract may be reopened by mutual written agreement of the parties at any time to amend, modify, delete, or add to provisions of this Contract. The written agreement to reopen must include the specific item(s) to be negotiated.

50.3 Severability

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

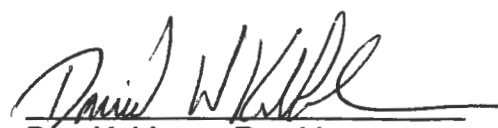
SIGNATURE PAGE

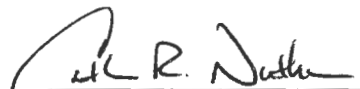
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the stated dates:

INDEPENDENT SCHOOL DISTRICT NO. 535

ROCHESTER EDUCATION
ASSOCIATION

BY: 
Don Barlow, Board Chair

BY: 
Dan Kuhlman, President

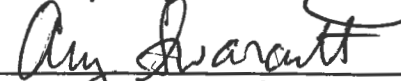
BY: 
Cathy Nathan, Board Clerk

BY: 
Richard Jopp, Teacher

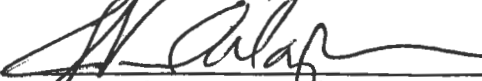
BY: 
Michael Muñoz, Superintendent

BY: 
Carrie Sparks, Teacher

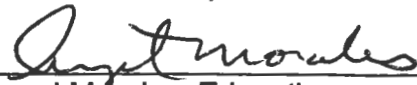
BY: 
Karl Bakken, Executive Director
of Human Resources

BY: 
Amy Swancutt, Teacher

BY: 
Charles Rietkerk, Teacher

BY: 
Vince Wagner, Teacher

BY: 
Erin Schwarz, Teacher

BY: 
Angel Morales, Education
Minnesota Field Staff

DATED: 12/16/19

DATED: 2/7/2020

SALARY SCHEDULE 2019-2020

STEP	BA	BA+10	BA+20	MAEQ	MA	MA+10	MA+20	ED SPEC	PHD
1	39,522	41,775	44,399	46,479	46,992	48,331	49,874	51,241	54,098
2	40,490	42,891	45,744	47,998	48,567	50,064	51,584	52,911	55,744
3	41,791	44,503	47,634	50,123	50,740	52,269	53,792	55,109	57,916
4	43,090	46,024	49,497	52,237	52,891	54,440	55,965	57,318	60,089
5	45,874	49,142	52,925	54,605	55,235	55,809	57,289	58,619	61,374
6	47,139	50,492	54,378	58,151	58,955	60,571	62,020	64,102	65,212
7	52,206	55,852	60,080	61,839	62,694	64,412	65,949	68,113	71,414
8				66,567	67,475	69,300	70,930	73,547	74,105
9								75,211	78,812
Longevity =									
12-14 YRS/\$1,800	54,006	57,652	61,880	68,367	69,275	71,100	72,730	77,011	80,612
15-17 YRS/\$2,300	54,506	58,152	62,380	68,867	69,775	71,600	73,230	77,511	81,112
18-20 YRS/\$2,800	55,006	58,652	62,880	69,367	70,275	72,100	73,730	78,011	81,612
21-23 YRS/\$3,300	55,506	59,152	63,380	69,867	70,775	72,600	74,230	78,511	82,112
24+ YRS/\$3,900	56,106	59,752	63,980	70,467	71,375	73,200	74,830	79,111	82,712

* The compensation for NBPTS, Certificate of Clinical Competency, License for Independent Clinical Social Work (LICSW), License by National Association of School Psychologists (NSP), National Board of Certification for Occupational Therapy (NBCOT, National School Nurses Certification (NCSN), and Certification from National Board for Certified Counselors (NCC), is \$2,000.00, paid annually for the life of the certificate.

* Clinical Coaches, and/or Implementation Associates receive an annual stipend of \$2,296.00.

SALARY SCHEDULE 2020-2021

STEP	BA	BA+10	BA+20	MAEQ	MA	MA-10	MA+20	EDS	PHD
2	41,300	43,749	46,659	48,958	49,538	51,065	52,616	53,969	56,859
3	42,627	45,393	48,587	51,125	51,755	53,314	54,868	56,211	59,074
4	43,952	46,944	50,487	53,282	53,949	55,529	57,084	58,464	61,291
5	46,791	50,125	53,984	55,697	56,340	56,925	58,435	59,791	62,601
6	48,082	51,502	55,466	59,314	60,134	61,782	63,260	65,384	66,516
7	52,728	56,411	60,681	63,076	63,948	65,700	67,268	69,475	72,842
8				67,233	68,150	69,993	71,639	75,018	75,587
9								75,963	79,600
Longevity =									
12-14 YRS/\$1,800	54,528	58,211	62,481	69,033	69,950	71,793	73,439	77,763	81,400
15-17 YRS/\$2,300	55,028	58,711	62,981	69,533	70,450	72,293	73,939	78,263	81,900
18-20 YRS/\$2,800	55,528	59,211	63,481	70,033	70,950	72,793	74,439	78,763	82,400
21-23 YRS/\$3,300	56,028	59,711	63,981	70,533	71,450	73,293	74,939	79,263	82,900
24+ YRS/\$3,900	56,628	60,311	64,581	71,133	72,050	73,893	75,539	79,863	83,500

- * The compensation for NBPTS, Certificate of Clinical Competency, License for Independent Clinical Social Work (LICSW), License by National Association of School Psychologists (NSP), National Board of Certification for Occupational Therapy (NBCOT, National School Nurses Certification (NCSN), and Certification from National Board for Certified Counselors (NCC), is \$2,000.00, paid annually for the life of the certificate.
- * Clinical Coaches, and/or Implementation Associates receive an annual stipend of \$2,296.00.

[illegible]

Competition Dance - Head		39.4	\$ 4,523	\$ 4,523	\$ 4,823	\$ 5,423			
Assistant Varsity	67%						\$ 3,030	\$ 3,330	\$ 3,930
Head 9th	57%						\$ 2,578	\$ 2,878	\$ 3,478
Adapted Athletics - Head		39.4	\$ 4,523	\$ 4,523	\$ 4,823	\$ 5,423			
Assistant Varsity	67%						\$ 3,030	\$ 3,330	\$ 3,930
Golf - Head		34.6	\$ 3,972	\$ 3,972	\$ 4,272	\$ 4,872			
Assistant Varsity	67%						\$ 2,661	\$ 2,961	\$ 3,561
Alpine Ski - Head		34.6	\$ 3,972	\$ 3,972	\$ 4,272	\$ 4,872			
Assistant Varsity	67%						\$ 2,661	\$ 2,961	\$ 3,561
Cross Country - Head		34.6	\$ 3,972	\$ 3,972	\$ 4,272	\$ 4,872			
Assistant Varsity	67%						\$ 2,661	\$ 2,961	\$ 3,561
Tennis - Head		34.6	\$ 3,972	\$ 3,972	\$ 4,272	\$ 4,872			
Assistant Varsity	67%						\$ 2,661	\$ 2,961	\$ 3,561
Head 9th	57%						\$ 2,264	\$ 2,564	\$ 3,164
Lacrosse - Head		34.6	\$ 3,972	\$ 3,972	\$ 4,272	\$ 4,872			
Assistant Varsity	67%						\$ 2,661	\$ 2,961	\$ 3,561
Head JV/B-Squad	67%						\$ 2,661	\$ 2,961	\$ 3,561
Game Manager (Yearly)			\$ 2,772	\$ 2,772	\$ 3,072	\$ 3,672			
Forensics/Speech - Head		20.6	\$ 2,365	\$ 2,365	\$ 2,665	\$ 3,265			
Assistant Varsity	67%						\$ 1,584	\$ 1,884	\$ 2,484
Head 9th	57%						\$ 1,348	\$ 1,648	\$ 2,248
Robotics - Head		15.2	\$ 1,745	\$ 1,745	\$ 2,045	\$ 2,645			
Assistant Varsity	67%						\$ 1,169	\$ 1,469	\$ 2,069

APPENDIX B - Continued

2019-2021 Extra Curricular Salary Schedule – ACTIVITIES

				Head Advisor Salaries			Assistant Advisor Salaries		
Type		New Value	New Contract	Head Step 1-3	Head Step 4-6	Step 7-Plus	Asst Step 1-3	Asst. Step 4-6	Step 7-Plus
Yearbook and Class		34.0	\$ 3,903	\$ 3,903	\$ 4,203	\$ 4,803			
Winter Pep Band		11.1	\$ 1,274	\$ 1,274	\$ 1,574	\$ 2,174			
Jazz Band		11.1	\$ 1,274	\$ 1,274	\$ 1,574	\$ 2,174			
Fall Pep Band and Playing on Field		16.0	\$ 1,837	\$ 1,837	\$ 2,137	\$ 2,737			
Summer Festival Parade		0.0		\$ 1,000					
Spring Memorial Parade		0.0		\$ 1,000					
Drumline Advisor	67%						\$ 1,231	\$ 1,531	\$2,131
Student Council		28.6	\$ 3,283	\$ 3,283	\$ 3,583	\$ 4,183			
Show Choir Director		28.6	\$ 3,283	\$ 3,283	\$ 3,583	\$ 4,183			
Newspaper No classroom		28.6	\$ 3,283	\$ 3,283	\$ 3,583	\$ 4,183			
Musical Director		28.6	\$ 3,283	\$ 3,283	\$ 3,583	\$ 4,183			
Musical Assistant - Pit	67%						\$ 2,200	\$ 2,500	\$3,100
Musical Assistant - Set	67%						\$ 2,200	\$ 2,500	\$3,100
Musical Assistant - Choreo	67%						\$ 2,200	\$ 2,500	\$3,100
Musical Assistant - Choir	67%						\$ 2,200	\$ 2,500	\$3,100
Sound	47%						\$ 1,543	\$ 1,843	\$2,443
National Honor Society		20.5	\$ 2,353	\$ 2,353	\$ 2,653	\$ 3,253			
Debate - Non MSHSL		20.5	\$ 2,353	\$ 2,353	\$ 2,653	\$ 3,253			
Vocational (BPA)		20.5	\$ 2,353	\$ 2,353	\$ 2,653	\$ 3,253			
Vocational (DECA)		20.5	\$ 2,353	\$ 2,353	\$ 2,653	\$ 3,253			
Vocational (HOSA)		20.5	\$ 2,353	\$ 2,353	\$ 2,653	\$ 3,253			
Vocational (SkillsUSA)		20.5	\$ 2,353	\$ 2,353	\$ 2,653	\$ 3,253			
Service Learning Facilitator		20.5	\$ 2,353	\$ 2,353	\$ 2,653	\$ 3,253			
3 Act Play		28.6	\$ 3,283	\$ 3,283	\$ 3,583	\$ 4,183			
3 Act Play Technical	67%	25.0					\$ 2,200	\$ 2,500	\$3,100
Math League		15.9	\$ 1,825	\$ 1,825	\$ 2,125	\$ 2,725			
Science Olympiad		15.9	\$ 1,825	\$ 1,825	\$ 2,125	\$ 2,725			
Knowledge Bowl		15.9	\$ 1,825	\$ 1,825	\$ 2,125	\$ 2,725			
Fall Dance		15.9	\$ 1,825	\$ 1,825	\$ 2,125	\$ 2,725			
Cheerleader by Season		15.9	\$ 1,825	\$ 1,825	\$ 2,125	\$ 2,725			
One Act Play		15.9	\$ 1,825	\$ 1,825	\$ 2,125	\$ 2,725			

APPENDIX B - Continued

2019-2021 Extra Curricular Salary Schedule – ACTIVITIES (Continued)

Mock Trial		15.9	\$ 1,825	\$ 1,825	\$ 2,125	\$ 2,725			
Freshman Transition Coordinator		7.0	\$ 804	\$ 804	\$ 1,104	\$ 1,704			
Junior Class Advisor		4.5	\$ 517	\$ 517	\$ 817	\$ 1,417			
Chess Advisor		4.0	\$ 459	\$ 459	\$ 759	\$ 1,359			
Chemical Health Officers		4.2		\$ 500					
Middle School									
Student Government		13.4	\$ 1,538	\$ 1,538	\$ 1,838	\$ 2,438			
School Play/Musical		12.2	\$ 1,401	\$ 1,401	\$ 1,701	\$ 2,301			
Technical	67%						\$ 938	\$ 1,238	\$1,838
Yearbook		12.2	\$ 1,401	\$ 1,401	\$ 1,701	\$ 2,301			
Jazz Band		12.2	\$ 1,401	\$ 1,401	\$ 1,701	\$ 2,301			
Jazz Orchestra		12.2	\$ 1,401	\$ 1,401	\$ 1,701	\$ 2,301			
6th Grade Transition Coordinator		7.0	\$ 804	\$ 784	\$ 1,084	\$ 1,684			
Chess Advisor		2.5	\$ 287	\$ 287	\$ 587	\$ 1,187			
Elementary Schools									
Student Government		4.6	\$ 528	\$ 528	\$ 828	\$ 1,428			
Safety Patrol		4.6	\$ 528	\$ 528	\$ 828	\$ 1,428			

APPENDIX C

ONLINE TEACHING SALARY SCHEDULE

Number of Students	Contract Amount per Semester	Notes
1	\$1,008.00	Teacher discretion unless district assigns class as part of regular teaching load or contracted amount
2	\$1,008.00	Teacher discretion unless district assigns class as part of regular teaching load or contracted amount
3	\$1,008.00	Teacher discretion unless district assigns class as part of regular teaching load or contracted amount
4	\$1,008.00	Teacher discretion unless district assigns class as part of regular teaching load or contracted amount
5	\$1,260.00	District option to assign as part of regular teaching load or contracted amount
6	\$1,512.00	District option to assign as part of regular teaching load or contracted amount
7	\$1,764.00	District option to assign as part of regular teaching load or contracted amount
8	\$2,016.00	District option to assign as part of regular teaching load or contracted amount
9	\$2,268.00	District option to assign as part of regular teaching load or contracted amount
10	\$2,520.00	District option to assign as part of regular teaching load or contracted amount
11	\$2,782.00	District option to assign as part of regular teaching load or contracted amount
12	\$3,024.00	District option to assign as part of regular teaching load or contracted amount
13	\$3,276.00	District option to assign as part of regular teaching load or contracted amount
14	\$3,528.00	May be mutually agreed upon to assign as part of regular teaching load, overload or contracted amount
15	\$3,780.00	May be mutually agreed upon to assign as part of regular teaching load, overload or contracted amount
16	\$4,032.00	May be mutually agreed upon to assign as part of regular teaching load, overload or contracted amount
17	\$4,284.00	May be mutually agreed upon to assign as part of regular teaching load, overload or contracted amount
18	\$4,536.00	May be mutually agreed upon to assign as part of regular teaching load, overload or contracted amount
19	\$4,788.00	May be mutually agreed upon to assign as part of regular teaching load, overload or contracted amount
20	\$5,040.00	Teacher option to take as part of regular teaching load or contracted amount
21	\$5,292.00	Teacher option to take as part of regular teaching load or contracted amount
22	\$5,544.00	Teacher option to take as part of regular teaching load or contracted amount
23	\$5,796.00	Teacher option to take as part of regular teaching load or contracted amount
24	\$6,048.00	Teacher option to take as part of regular teaching load or contracted amount
25	\$6,300.00	Teacher option to take as part of regular teaching load or contracted amount
Etc.	+\$252 for each additional student	Teacher option to take as part of regular teaching load or contracted amount

APPENDIX D

RATES FOR PROFESSIONAL DUTIES OUTSIDE OF CONTRACT DAY

Attending in-service training outside duty day - related to the professional growth and skill development of one's teacher practice to meet the needs of students	Code 6* (Teacher Initiated)	Half Day - \$65 Full Day - \$130
	Code 7* (Building Initiated)	Half Day - \$100 Full Day - \$200
Collaboration Training with expected out of class work	Half Day - \$125 Full Day - \$250	
Curriculum Writing	\$35/hour	
Presentation Time – preparing and presenting material for staff development or PGP courses	\$40/hour of presentation In addition to the above, 30 minutes of paid prep time for each hour of presentation time at \$40/hour	

* Half Day = Up to Three hours and forty minutes
Full Day = More than ½ day of training time (more than 3 hrs., 40 mins.) After school trainings remain at twenty-eight dollars (\$28.00) per hour

Rates for Professional Duties Inside of Contract Day

Preparation Time – preparing material for staff development or PGP courses	Teachers shall be compensated 30 minutes of prep time for each hour of presentation time at \$40/hour.
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*Teachers do not receive additional compensation for presenting during the contract day.

Professional leave may be used as provided in Article 10, Section 10.1 on a non-student/teacher day (e.g. Saturday or summer). In those instances, teachers will be reimbursed in accordance to above.

APPENDIX E

STIPENDS FOR STAFF DEVELOPMENT CHAIR RESPONSIBILITIES

Satellite programs	2017-2019 Stipend	Elementary (36-60) and Middle schools (fewer than 50)	2017-2019 Stipend
ESC	\$1,500	Bamber Valley	\$2,500
Hawthorne	\$1,500	Franklin	\$2,500
Northrop	\$1,500	Gage	\$2,500
		Gibbs	\$2,500
Elementary (fewer than 35 staff)		Jefferson	\$2,500
Bishop	\$2,000	Riverside	\$2,500
Churchill	\$2,000	Sunset Terrace	\$2,500
Elton Hills	\$2,000	Friedell	\$2,500
Folwell	\$2,000		
Franklin Montessori	\$2,000	Middle schools (55-75)	
Hoover	\$2,000	John Adams	\$3,000
Longfellow	\$2,000	Kellogg	\$3,000
Lincoln	\$2,000	Willow Creek	\$3,000
Pinewood	\$2,000	High schools	
Washington	\$2,000	Century	\$3,250
Golden Hill	\$2,000	John Marshall	\$3,250
		Mayo	\$3,250

Miscellaneous Stipends

Science Fair Coordinator (building coordinator)	\$500.00 Stipend
Summer Marching Band Duties – RochesterFest and Memorial Day Parades	The District will pay a stipend in the amount of one thousand dollars and zero cents (\$1,000.00) per year to the band director of each high school whose band performs at the Rochester Fest Parade and a stipend in the amount of one thousand dollars and zero cents (\$1,000.00) per year to the band director of each high school whose band performs at the Memorial Day Parade.

APPENDIX F

MEMORANDUM OF AGREEMENT: MORNING MEETING

This Memorandum of Agreement ("MOA") is entered into by and between Rochester Education Association ("REA"), and Independent School District No. 535 ("District").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for teachers who are employed by the District; and

WHEREAS, the Union and the District are entering into this MOA to address the number of morning meetings that teachers are required to attend;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. During any one-month period (first day of the month to the last day of the month), the District will not require teachers to attend more than six (6) staff-committee meetings during morning planning time. For purposes of this MOA, staff-committee meetings do not include meetings with students, meetings with parents, IEP team meetings, Section 504 planning meetings, or other meetings of a similar nature. Staff-committee meetings also do not include voluntary meetings.
2. In the event of an emergency, teachers may be required to attend more than six (6) staff/committee meetings, without compensation or violation of the CBA.
3. This MOA will take effect on July 1, 2019 and will automatically expire on June 30, 2021. This MOA is separate from, and not part of, the CBA.
4. No Precedent or Practice. Nothing in this MOA may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Association. No party may submit this MOA in any proceeding as evidence of a precedent or practice.
5. Entire MOA. This MOA constitutes the entire agreement between the parties relating to the subject matter described in this MOA. No party has relied upon any statements or promises that are not set forth in this MOA. No changes to this MOA are valid unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

APPENDIX G

MEMORANDUM OF AGREEMENT: TEACHING CONDITION

This Memorandum of Agreement ("MOA") is entered into by and between Rochester Education Association ("REA"), and Independent School District No. 535 ("District").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for teachers who are employed by the District; and

WHEREAS, the Union and the District are entering into this MOA to address compensation for damage that students cause to teachers' eyeglasses and personal property at work;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. The District will reimburse teachers: (a) up to four hundred dollars (\$400) per year for the cost of repairing or replacing eyeglasses or a hearing aid that a student damages or destroys at work; and (b) up to fifty (\$50) per year per for personal property of a teacher that is damaged by a student at school, provided that the personal property was appropriate for an educational setting.
2. Other damage claims above the amount specified in paragraph 1 may be presented to, and will be considered by, the District on a case-by-case basis.
3. The District will review data to determine whether teachers are being notified, in accordance with Minnesota Statutes section 121A.64, before students who have a history of documented physical assault of a district employee are placed in their classroom.
4. A teacher who has been physically assaulted may request up to three days of paid leave, not to be deducted from accumulated leave. The request must be submitted to the Executive Director of Human Resources, who will consider the request and determine whether it will be approved. The District will also determine whether additional measures are appropriate.
5. If any teacher believes he or she is being harassed by a parent in the performance of his or her duties, the teacher is encouraged to report the parent's behavior to the building administrator. The building administrator will take appropriate action.

APPENDIX G - Continued

6. In accordance with Minnesota Statutes section 121A.64, the District and representatives of REA will meet to discuss issues related to the District's policies regarding student records and notifying classroom teachers about students who have a history of violent behavior, including any documented physical assault of a district employee by students placed in classrooms.
7. This MOA is not part of the CBA and is not subject to the grievance process. This MOA will automatically expire on June 30, 2021.
8. No Precedent or Practice. Nothing in this MOA may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Association. No party may submit this MOA in any proceeding as evidence of a precedent or practice.
9. Entire MOA. This MOA constitutes the entire agreement between the parties relating to the subject matter described in this MOA. No party has relied upon any statements or promises that are not set forth in this MOA. No changes to this MOA are valid unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have entered into this MO A on the dates shown below.

APPENDIX H

MEMORANDUM OF AGREEMENT: ULA LANGUAGE

This Memorandum of Agreement ("MOA") is entered into by and between the Rochester Education Association ("Union") and Independent School District No. 535 ("District").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for teachers who are employed by the District, pursuant to the Public Employment Labor Relations Act ("PELRA"), Minn. Stat. § 179A.01, et. seq.;

WHEREAS, effective July 1, 2019, the state legislature repealed Minnesota Statutes section 122A.41, subdivision 14, which governs the placement of teachers on unrequested leave of absence ("ULA") in cities of the first class;

WHEREAS, Minnesota Statutes section 122A.41, subdivision 14a applies to collective bargaining agreements that take effect on or after July 1, 2019; and

WHEREAS, Minnesota Statutes section 122A.41, subdivision 14a requires the school board and the exclusive representatives of the teachers to negotiate a plan providing for ULA without pay or fringe benefits for as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts;

NOW, THEREFORE, the Union and the District agree as follows:

1. During the fall of 2018, the Union and the District will meet to negotiate a plan providing for ULA without pay or fringe benefits for as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.
2. The Union and the District will endeavor to reach agreement on a ULA plan by January 15, 2019. The agreed upon ULA plan will be documented in a memorandum of agreement.
3. If approved by the Union in accordance with its bylaws and by the School Board, the ULA plan will apply until the 2019-2021 CBA is ratified and, at that time, the ULA plan will be incorporated into the 2019-2021 CBA.
4. This MOA constitutes the entire agreement between the parties relating to the negotiation of a ULA plan. No party has relied upon any statements or promises that are not set forth in this MOA. No changes to this MOA are valid unless they are in writing and signed by the parties.

APPENDIX I

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

District's Notice of Termination of Asserted Past Practices

- A. **Union Leave.** Article 2 of the Contract addresses union leave. The Contract does not state that the District is obligated to pay union officials who take such leave. Historically, REA has reimbursed the district for days of leave at the substitute teacher rate. The District believes this practice is illegal and cannot give rise to a binding past practice. To the extent that REA asserts that past practice requires the District to pay union officers, agents, or representatives and to accept reimbursement at the substitute teacher rate, the District hereby notifies REA that the District is terminating any such practice.

- B. **Return to Different Teaching Assignment.** Article 7, Sections 7.1 and 7.2 address the right of teachers to return to their previous teaching assignment at the conclusion of a maternity leave that is based on disability and at the conclusion of infant care leave. In many instances, however, teachers decline to return to their full-time teaching position. Going forward, the District will not grant teacher requests to return from a leave and take a part-time position, mid-year, in lieu of their full-time position. To the extent that REA asserts that past practice requires the District to grant such requests, the District respectfully disagrees and asserts that a binding past practice does not exist. Nonetheless, to the extent REA asserts a binding practice exists, the District hereby notifies REA that the District is terminating any such practice effective upon ratification of the 2017-2019 contract.

- C. **Human Resources Approved Leave (Code 9).** Under Section 8.2 of the Contract, teachers may be granted leave with pay at the discretion of the District. To the extent that REA asserts that the District is bound by a past practice of approving leave requests for any specific reason, such as house closings or TRA visits, the District respectfully disagrees and asserts that a binding past practice does not exist. Nonetheless, to the extent REA asserts such a practice exists, the District hereby notifies REA that the District is terminating any such practice.

RASW: 105804

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