



RUSH CITY PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 139

RUSH CITY, MN

TEACHER MASTER AGREEMENT

2025-2027

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ARTICLE I – PURPOSE

This agreement is entered into between Independent School District No. 139, Rush City, Minnesota, hereinafter referred to as the School District, and the Rush City Education Association, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, as recodified in 1984, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II - RECOGNITION OF ASSOCIATION

SECTION 1. RECOGNITION: In accordance with the P.E.L.R.A., the School District recognizes the Rush City Education Association as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the Agreement.

SECTION 2. APPROPRIATE UNIT: The Association shall represent all the teachers of the School District as defined in this Agreement and in said Act.

ARTICLE III – DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the School District's personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. The term is subject to the provisions of the P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

SECTION 2. TEACHER: "Teacher" shall mean all persons employed as a "teacher" as defined in Minnesota Statutes section 179A.03, subdivision 18.

SECTION 3. SCHOOL DISTRICT: For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative(s).

SECTION 4. OTHER TERMS: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV - SCHOOL DISTRICT RIGHTS

SECTION 1. SCHOOL BOARD RESPONSIBILITY: The Association recognizes that the School Board has responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the School District to the full extent authorized by law, the P.E.L.R.A.

SECTION 2. INHERENT MANAGERIAL RIGHTS: The Association recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the function and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

SECTION 3. MANAGEMENT RESPONSIBILITIES: The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

SECTION 4. EFFECT OF LAWS, RULES, AND REGULATIONS: The Association recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Association also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. Any provision(s) of this Agreement found to be in violation of any State or Federal laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

ARTICLE V - TEACHER RIGHTS

SECTION 1. FUNDAMENTAL RIGHTS: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion or any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not

designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Association.

SECTION 2. RIGHTS OF ORGANIZATION: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form or join such organizations.

SECTION 3. Request for Dues Checkoff: Pursuant to PELRA, the exclusive representative shall be allowed dues checkoff. Upon receipt by the Rush City Schools business manager of a current union roster, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization and/or exclusive representative in twelve (12) equal installments, beginning with the first pay period in September. The School District's collection of dues by payroll deduction will be conducted in accordance with Minnesota law.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this Agreement.

SECTION 4. PERSONNEL FILES: Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files wherever generated relating to each individual teacher shall be kept in the District Office and shall be available during the regular School District business day to each individual teacher upon his/her written request. Before job performance evaluation or disciplinary letters are placed in the District Office file, a copy will be made available to the teacher. The teacher shall have the right to reproduce any of the contents of the file at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY

SECTION 1. SALARY SCHEDULES

Subd. 1. Schedule A: The wages and salaries reflected in Schedule A and the Extra Compensation Schedule, attached hereto, shall be a part of this Agreement for the 2025-26 school year. Schedule B: The wages and salaries reflected in Schedule B and the Extra Compensation Schedule, attached hereto, shall be a part of the Agreement for the 2026-27 school year.

SECTION 2. STATUS OF SALARY SCHEDULES

Subd. 1. Annual Increment: The annual increment shall be contingent on proficiency and growth on the part of the teacher, as described in the Rush City Teacher Development and Evaluation Plan including the Q-Comp plan.

Subd. 2. Steps: A teacher must actually teach a minimum of 100 duty days to qualify for a salary step advancement. Step advancements apply to work performed on or after July 1 and are awarded following qualification, unless Subd. 1 of this section applies.

Exception for Special Circumstances: When a teaching assignment spans the entire school year, but duty days total less than 145 (ex. 3 or 4 duty days per week for 36 weeks), a step advancement may be granted, at the discretion of the district.

Subd. 3. Salary Lanes: Additional credits are semester credits. A quarter credit shall equal .67 semester credit. Example: 3 quarter credits = 2 semester credits. Credits must be approved by the superintendent. The existing salary lanes are as follows:

- 1) B.A./B.S.: Satisfactory completion of a course of study leading to the granting of a B.A./B.S. degree.
- 2) B.A./B.S. plus 10: Ten approved graduate credits earned after the granting of a B.A./B.S. degree.
- 3) B.A./B.S. plus 20: Twenty approved graduate credits earned after the granting of a B.A./B.S. degree.
- 4) B.A./B.S. plus 30: Thirty approved graduate credits earned after the granting of a B.A./B.S. degree.
- 5) M.A./M.S. or B.A./B.S. plus 40: Satisfactory completion of a course of study leading to the granting of a M.A./M.S. degree or forty approved graduate credits earned after the granting of a B.A./B.S. degree.
- 6) M.A./M.S. plus 10 or B.A./B.S. plus 50: Ten approved graduate credits earned in addition to a M.A./M.S. degree or fifty approved graduate credits earned after the granting of a B.A./B.S. degree.
- 7) M.A./M.S. plus 20 or B.A./B.S. plus 60: Twenty approved graduate credits earned in addition to a M.A./M.S. degree or sixty approved graduate credits earned after the granting of a B.A./B.S. degree.
- 8) M.A./M.S. plus 30 or B.A./B.S. plus 70: Thirty approved graduate credits earned in addition to a M.A./M.S. degree or seventy approved graduate credits earned after the granting of a B.A./B.S. degree.

9) Specialist or M.A./M.S. plus 40: Satisfactory completion of a course of study leading to the granting of an Education Specialist Degree or 40 approved graduate credits earned in addition to a M.A./M.S. Degree.

SECTION 3. CREDIT CRITERIA

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment, and other areas of licensure as determined by the School District. The Superintendent may approve a program for a teacher in a field other than in which the teacher is certified to meet a current or potential staffing need for the District.

Subd. 2. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade of B or higher.

Subd. 3. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the superintendent in writing prior to the taking of the course.

Subd. 4. Effective Date: If a teacher completes the requirements for a degree or earns sufficient credit hours to move from one salary lane to another, adjustments on the salary schedule will take place two (2) times per year. The teacher shall notify the Superintendent in writing with official notification from the granting institution by October 1st for changes effective the first annual contract day, and by February 1st for changes effective January 1st of each contract year.

Subd. 5. Eligible Teachers: Teachers on step 12 and above with less than 20 semester credits shall not qualify for between lane pay increases.

Subd. 6. Concurrent college courses require a masters degree in the subject area taught OR 18 credits beyond a masters degree in the content area. The school district will pay up to \$1,000 for credits earned in order to meet this requirement. No more than three teachers per year will be eligible for this payment toward tuition costs. A single teacher may only receive this payment one time. Credits earned under this agreement will also be applicable for advance on the salary schedule. Acceptance of payments for credits under these terms constitutes a commitment by the teacher to remain with the school district for a minimum of three years, including the year in which payment is made. If the teacher leaves the district within the three year period, the teacher will be responsible for repaying the district the full amount of \$1,000.

SECTION 4. PAYMENT OF SALARIES

Subd. 1. Payment Schedule: All Schedule A and B salaries are paid in twenty-four equal payments. Payments will be issued on the 15th and the last day of each month. If a normal pay day falls on a Saturday, Sunday, or holiday, payment will be made on the preceding weekday.

Subd. 2. Extra-Curricular Salaries: Extra Compensation Schedule salaries for seasonal activities shall be paid at the conclusion of the activity. Salaries for year-long activities may be paid on the twenty-four payment schedule.

SECTION 5. PRIOR EXPERIENCE: Relevant experience in the area of licensure and market conditions may be considered for placement of new teachers on the appropriate salary schedule at the discretion of the School District.

SECTION 6. SUBSTITUTE TEACHERS: Substitute teachers shall be compensated at a rate not less than the School Board approved substitute compensation schedule.

SECTION 7. MILEAGE REIMBURSEMENT RATE: Mileage for official business as approved by the School District will be paid at the IRS rate.

SECTION 8. TUTORING

Subd. 1. Pay: Tutoring shall be paid at the rate of (twenty-five) 25 dollars per hour for homebound.

Subd. 2. Posting: All tutoring opportunities shall be posted.

SECTION 9. HOURLY SUBSTITUTE PAY: The hourly substitute teaching pay for teachers with regular teaching contracts shall be \$30.00 per preparation hour forfeited. If an employee who is part of the bargaining unit, but who is not a classroom teacher (e.g., counselors, teachers on special assignment, school nurses, therapists, or other positions in which the employee does not receive a preparation period because their position does not involve classroom instruction), is specifically directed by the building principal to substitute for an absent classroom teacher, the employee will receive \$30.00 for the first required hour spent subbing and any additional required subbing on the same day will be without additional pay. If a teacher with a class size of 15 students or greater in attendance absorbs at least 10 students from another class to provide coverage for another

teacher, they will be paid at the rate of \$15.00 per hour for each hour they are supervising additional students up to a maximum of \$60 per day.

SECTION 10. HOURLY STAFF DEVELOPMENT: The hourly rate for staff development, approved by the superintendent, done outside the regular duty day during the school year, shall be \$30.00 per hour. For purposes of this Section, the "school year" means the time period within the regular teacher contract year as established by the School District.

SECTION 11. EXTRA WORKDAYS: All teachers who work extra days during the summer months will receive salaries for this time at a rate equal to 80% of their regular salary. Counselors and Nurses contracted for summer work days, per approval of Superintendent, will receive 100% of their regular salary. For purposes of this Section, "summer months" mean the time period outside of the regular teacher contract year as established by the School District.

SECTION 12. SUMMER SCHOOL RATE OF PAY: All teachers who are approved to teach summer school will be paid \$30 per hour, or a rate equal to 80% of their regular salary, whichever is greater. A teacher's regular salary shall be determined using the salary schedule for the following school year. A teacher who qualifies for a step advancement under Article VI, Section 2, subdivisions 1 and 2 prior to the end of the school year preceding the summer school assignment shall be entitled to a step advancement on the salary schedule for purposes of calculating the teacher's regular salary. A teacher who does not qualify for a step advancement prior to the end of the school year shall not be entitled to a step advancement for purposes of calculating the teacher's regular salary. Lane changes with an effective date (see Article VI, Section 3, subdivision 4) occurring during or after a teacher's summer school assignment shall have no effect on a teacher's summer school rate of pay.

SECTION 13. EXPENSE REIMBURSEMENT: Teachers desiring to attend workshops, seminars, conferences, clinics, conventions, and other professional improvement opportunities, shall forward such requests including all pertinent details to their supervising principal subject to written approval by the superintendent. If acceptable, the School District will pay such reasonable expenses to include registration fee, meals, lodging, and transportation incurred by teachers who attend such sessions.

SECTION 14. PART C: Teachers providing special education services required by Part C (Birth to age 3 year), IFSP (Individualized Family Service Plan) outside of the academic year shall be paid at a rate of 100% of their salary.

SECTION 15. DAILY AND HOURLY RATES OF PAY: A Teacher's daily rate of pay is calculated by taking the amount in their cell of the salary schedule divided by 182 days. A Teacher's hourly rate of pay is calculated by taking their daily rate divided by 7.75 hours.

ARTICLE VII - FRINGE BENEFITS

SECTION 1. HEALTH INSURANCE:

Subd. 1. Individual Coverage: The School District shall contribute a sum not to exceed \$738 per month toward the premium for individual coverage for the 2025-26 school year and \$750 per month for the 2026-27 school year. These contributions are for full-time teachers who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Subd. 2. Family Coverage: The School District shall contribute a sum not to exceed \$950 per month toward the premium for family coverage for the 2025-26 school year and \$1,000 per month for the 2026-27 school year. These contributions are for full-time teachers who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Subd. 3. Health Reimbursement Arrangement (HRA)/Health Savings Account (HSA): The School District shall make an annual contribution into an individual Health Reimbursement Arrangement (HRA) account or Health Savings Account (HSA) for each full-time teacher enrolled in a District health insurance plan. The amount of the contribution will be based on an employee's individual plan selection as follows:

The annual Employer contribution shall be (1) \$500 for a full-time employee enrolled in the lowest deductible plan; (2) \$1000 for single plan or \$1300 for family plan enrolled in the mid-level deductible plan, and (3) \$1,750 first year, \$1,400 each year following for single plan or \$2,300 first year, \$1,900 thereafter for family plan enrolled in the high deductible HSA Plan.

Subd. 4. Part-Time Teachers: Part-time teachers, .5 FTE or more, may participate in the School District group health and hospitalization plan. The School District shall make contributions as stated in Subd. 1, Subd. 2, and Subd. 3, but at a proportional rate, for eligible part-time teachers.

Subd. 5. Change in Coverage: Two teachers from the same family participating in the above coverage must be covered under the family plan, unless there are no other dependents and two single plans would be less costly to the School District.

Subd. 6. The Carrier: The carrier will be determined by the School Board following the bid statutes. Upon bid statutes, the School District will invite representation from the Association to review, and allow feedback on future specification of health insurance plans.

Subd. 7. Retiring Teachers: Teachers who retire may participate in the School District's group health insurance at their own expense.

SECTION 2. LIABILITY: The School District shall purchase a minimum liability insurance policy to cover all School District teachers as provided by M.S. 123B.23.

SECTION 3. AUTO LIABILITY: The School District shall provide supplemental auto liability insurance covering all teachers who use their automobiles on School District business as approved by the Superintendent.

SECTION 4. ADDITIONAL TEACHERS' HRA/HSA CONTRIBUTION

Subd. 1. School District Contribution: For each full-time teacher, the School District shall contribute \$1,500 by June 30th each school year to an individual teacher account within the HRA or to the teachers' Health Savings Plan (HSA) if the teacher is enrolled in the high deductible HSA plan. The School District contribution will be a proportional rate for part-time teachers.

Subd. 2. Management: The School District will select the vendor that will maintain and manage the HRA and HSA. The vendor provides a plan document to participants and the plan document defines the benefit features.

SECTION 5. LONG-TERM DISABILITY

Subd. 1. Premiums: Each teacher shall be responsible for the cost of long-term disability insurance through payroll deduction. The School District will reimburse teachers the premium cost up to .0028/\$1,000.00 salary at the end of each fiscal year.

Subd. 2. Carrier Selection: The carrier will be determined by the School Board in accordance with the law.

Subd. 3. Sick Leave Pay: Teachers qualifying for disability insurance benefits shall no longer qualify for sick leave pay.

ARTICLE VIII - DEFERRED COMPENSATION

SECTION 1. SUPPLEMENTAL RETIREMENT PROGRAM:

Subd. 1. Eligibility: This section will apply to all teachers who, as of June 30, 1999, have at least six (6) years of teaching service in the School District. As of July 1, 2000 these teachers may elect to participate in the 403B Matching Retirement Benefit Plan as defined in SECTION 2 below.

Subd. 2. Full-time Teachers: Full-time teachers who are actively employed by the School District, who are not being terminated for cause, and who have completed 20 or more years of continuous teaching service with the School District shall be eligible for Supplemental Retirement Program pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board.

Subd. 3. Part-time Teachers: Part-time teachers who are actively employed by the School District, who are not being terminated for cause, and who have completed 20 or more years of continuous teaching service with the School District shall be eligible for Supplemental Retirement Program pay on a pro-rated basis equal to the time worked during the previous 20 year period pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board.

Subd. 4. Death Prior to Resignation: The School District agrees to waive the requirement of a written resignation if an eligible teacher dies before submitting a written resignation in order to receive his/her Supplemental Retirement Program pay.

Subd. 5. Benefit Calculation: If an eligible teacher has at any time during his/her teaching service with the School District, accumulated the maximum amount of sick leave (100 days), the 100 days times \$240.00 will be the benefit amount. If an eligible teacher has never accumulated the maximum amount of sick leave (100 days) at any time during his/her teaching service with the School District, then his/her actual number of accumulated sick days, at the time his/her resignation is accepted by the School Board, is multiplied by \$240.00 to determine the benefit amount.

Subd. 6. Benefit Payment: Eligible teachers, upon separation from the School District, shall have Supplemental Retirement Program amounts paid directly to the individual teacher's account in the Post Retirement Health Care Savings Plan administered by the Minnesota Retirement system. Supplemental Retirement Program pay will be made in two equal payments; one in September and one in January of the school year following the year of resignation.

Subd. 7. Exceptions: Supplemental Retirement Program benefits will not be granted to any teacher who is discharged by the School District. Teachers on unrequested leave shall not generate years of service time toward Supplemental Retirement Program benefits.

Subd. 8. Option to Elect: Teachers who have seven (7) or more years of teaching service in the School District as of June 30, 2000, as stated in Appendix A, must make an irrevocable election at the time of the 2000-2001 enrollment. A teacher who

elects the Supplemental Retirement Program (SECTION 1) instead of the Matching Retirement Benefit Plan (SECTION 2) will not receive the School District annual match. A teacher who elects to participate in the Matching Retirement Benefit Plan is still eligible for a benefit in the Supplemental Retirement Program; however, any amount contributed to the Matching Retirement Benefit Plan will be deducted from the total benefit. If a teacher does not elect either the Supplemental Retirement Program or the Matching Retirement Benefit Plan within the first year enrollment period, then the teacher will be placed in the Supplemental Retirement Program.

Subd. 9. Expiration: The provisions of this SECTION will expire when all teachers who are identified in Appendix A who elected the Supplemental Retirement Incentive have terminated their employment with the School District.

SECTION 2. MATCHING RETIREMENT BENEFIT PLAN:

Note: For 2015-16 teachers must achieve tenure with the District to be eligible for this benefit. This impacts Subd 4, 7, and 8 below.

Subd. 1. Application: The Matching Retirement Benefit Plan (MRBP) applies to regularly employed teachers. Temporary teachers are not eligible for the MRBP and temporary teachers cannot count their temporary service years toward eligibility for the MRBP.

Subd. 2. Description: The School District will provide a matching contribution to a teacher's MRBP according to his/her eligibility as specified herein, effective July 1, 2000. The provisions of this section will entirely replace SECTION 1 above, when all teachers identified in Appendix A who elected the Supplemental Retirement Program have terminated their employment with the School District. Teachers may defer additional amounts of their income allowed by law either in the MRBP or in other School District-approved TSA's.

Subd. 3. Plan Year: The plan year extends from July 1 through June 30.

Subd. 4. Eligibility: Teachers become eligible for the School District matching contribution after achieving tenure with the School District, with the exception of teachers on Appendix A. If the teacher does not match the School District annual contribution, his/her opportunity to receive the School District match is forfeited for that plan year. A teacher may elect to contribute less than their scheduled match.

Subd. 5. Enrollment: Enrollment shall be from May 1 through August 31 for the next school year. Teachers shall indicate on the enrollment form which of the School District-approved providers they have selected, and authorize the School District to withhold their matching contribution. The enrollment form will continue from year to year unless a teacher requests a change during the enrollment period for the next school year. The teacher's annual contribution is withheld equally over the pay periods for the plan year. The School District annual contribution is paid on the same basis.

Subd. 6. MRBP Providers: Teachers may choose one of the current School District-approved providers. If five (5) teachers request a new provider the District will include that provider, contingent on the provider complying with related IRS regulations.

Subd. 7. MRBP Criteria: Beginning July 1, 2015, a teacher who has achieved tenure with the School District is eligible to participate in the MRBP. Once tenure has been achieved the School District will match the teacher's contribution as defined in Subd. 8 below. The teacher becomes the owner of his/her retirement benefit account. The School District obligation for MRBP contributions ends: 1) when the School District maximum contribution is reached as defined in Subd. 9 below, or 2) when the teacher terminates employment with the School District, whichever occurs first.

If a teacher qualifies for the Supplemental Retirement Program in SECTION 1 above and chooses the MRBP, the School District MRBP contributions will be deducted from the total benefit payment when the teacher resigns. The School District's maximum accumulated contribution will not exceed the amount defined in Subd. 9 below. Teachers will have the opportunity to select a provider beginning in the plan year after tenure has been achieved. Teachers will notify the School District prior to June 30 if they change their provider. Part-time teachers, who are not temporary teachers, will be eligible for prorated School District MRBP contributions.

Teacher on Leave: Teachers who elect to participate in the MRBP, but whose employment is interrupted by a School Board authorized unpaid leave, will have their matching contributions pro-rated to the date the unpaid leave begins. The School District will not make MRBP contributions during the leave.

If a Teacher is on authorized, unpaid leave, as defined by ARTICLE IX, for an entire school year and receives no portion of his/her annual salary, he or she does not have the right to participate.

Revised Contract Time: If a teacher's contract time is increased or decreased after the school year begins, the election may be changed in proportion with the revised contract for the remainder of the school year. If a teacher's time is increased or decreased before the beginning of a school year, he/she must make a new election prior to the start of the school year.

Subd. 8. Retirement Benefit: All teachers are eligible for the School District's annual \$900 contribution after achieving tenure with the School District, with the exception of teachers affected by the phase-out schedule in Appendix A.

Subd. 9. Maximum School District Contribution: The School District's maximum accumulated contribution to each teacher will not exceed \$25,000.

Subd. 10. Claims Against the School District: Any description of benefits contained in this article is intended to be informational only, and the management of the contributed funds is the responsibility of the provider selected by the teacher. The School District's only obligation is to make contributions as specified in this article, and no other claim shall be made against the School District pursuant to this ARTICLE.

ARTICLE IX - LEAVES OF ABSENCE

SECTION 1. SICK LEAVE:

Subd. 1. Earned: A teacher will be entitled to fifteen (15) sick leave/disability leave days each school year beginning with the first official day of said school year whether or not he/she reports for duty that day. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. Sick leave days may be used in quarter (¼) day increments. A quarter (¼) day is defined as up to 120 minutes requiring no more than two periods of substitute coverage.

Subd 2. Accumulated: Sick leave days may be accumulated from year to year to a maximum of one hundred (100) days.

Subd. 3. Sick Leave Bank: A sick leave bank will be established and is expressly intended to be used by any teacher who is a member of the bank and who is incapable of performing his/her duties due to a medical emergency after he/she has used all paid leave available, including his/her personally accumulated sick leave. A medical emergency is defined as a medical condition of the teacher that will require the prolonged absence of the teacher from duty and will result in a substantial loss of income to the teacher because the teacher will have exhausted all paid leave available apart from this leave-sharing plan. Applications for use of these days will be in writing, will describe the medical emergency, and will be made to the Association which will approve or disapprove the application and inform the District of its decision. The Association will maintain all records regarding applications to use sick leave bank days and approval of the same. The Association will provide records related to the approval of sick leave bank days to the District to the extent necessary for the District to approve leave requests and comply with any applicable law. Sick leave may be granted from the sick leave bank (to be paid at the teacher's normal rate of compensation) only after the written application has been approved and the teacher has exhausted all paid leave available.

Sick leave must be used as leave. A teacher may not receive cash in lieu of paid time off.

Membership will be open to all teachers at the beginning of each school year until October 1 or within 30 days of their contract thereafter.

All teachers who wish to participate must contribute at least one (1) sick leave day to the pool per school year. All assessed days will be accumulated from year to year in a bank where they will be available to participants who have used all paid leave available, including all their designated sick leave days. The maximum number of sick leave days a teacher may contribute to the sick leave bank per school year is three (3) days.

The maximum number of sick leave days a teacher may access from the sick leave bank per school year is thirty (30) or the number of days needed for the teacher to qualify for disability income insurance, whichever is less. The sick leave bank shall not be used when a teacher qualifies for disability income insurance.

When a teacher uses all paid leave available, including all available leave to care for a sick spouse or dependent child and it is determined that the spouse or child is experiencing a catastrophic illness, the teacher may apply to the sick leave bank for up to thirty (30) days per year to be used for catastrophic care. Catastrophic illness is defined as a terminally ill or life threatening medical condition of the spouse or child that will require the prolonged absence of the teacher from duty and will result in a substantial loss of income to the teacher because the teacher will have exhausted all paid leave available apart from this leave-sharing plan.

A teacher may withdraw from the sick leave bank at the beginning of any school year. In case of withdrawal, a teacher's contribution of days to the sick leave bank stays in the bank.

The Association hereby warrants and covenants that it will defend, indemnify and save the District harmless from any and all actions, suits, claims, damages, judgments and execution or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of the administration of the teacher sick leave bank as specified by the Association as provided herein. Any teacher sick leave bank challenge shall not be subject to the grievance procedure.

The District makes no representations about the taxable consequences of this leave-sharing program to any person.

Article I. Subd. 4. Injury: Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. If a teacher is covered by the Minnesota Worker's Compensation Act for such injury, the teacher will be paid the difference between his/her salary and the benefits received under this Act for the duration of such

absence.

Subd. 5. Care of Relatives: An employee may use sick leave benefits for absences due to an illness or injury of the employee's minor child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness.

Consistent with MS 181.9413, an employee may use sick leave benefits for absences due to illness or injury of their adult children, spouses, siblings, parents, mother-in-law, father-in-law, grandchild, grandparents, stepparents, and other individuals living with the employee for such reasonable periods as the employee's attendance may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury.

Benefits described in this subdivision are governed by state statute and they will be modified to remain consistent with state statute. Therefore, these benefits will increase or decrease if modifications to the statute occur. "Other individuals living with the employee" is noted as an exception to the statute and will remain a benefit.

SECTION 2. PERSONAL LEAVE:

Subd. 1. Earning: A teacher with up to five (5) years of teaching service with the School District shall be entitled to two (2) personal leave days each school year. A teacher beginning the sixth (6th) year of teaching service and continuing through the tenth (10th) year of teaching service, shall be entitled to three (3) personal leave days each school year. A teacher beginning in the eleventh (11th) year of teaching service, or more, shall be entitled to four (4) personal leave days each school year. All personal leave days will be allocated based on regularly scheduled contract days and deducted from sick leave. Personal leave days may be used in quarter ($\frac{1}{4}$) day increments. A quarter ($\frac{1}{4}$) day is defined as up to 120 minutes requiring no more than two periods of substitute coverage.

Subd. 2. Requests: Requests for leave must be made in writing via District time off software, to the building administrator at least three (3) teacher contract days in advance, except in the event of unforeseeable emergencies. The request shall state the reason for the proposed leave, but at no time shall more than two (2) teachers be granted leave on a given day per building, except by the approval of the building administrator.

Subd. 3. First/Last Days of School Year: A personal leave day shall not be granted for the first or last days of the school year except in the event of unforeseeable emergencies.

Subd. 4. Unused Personal Days: Unused personal days will automatically be rolled over to the next school year. No more than six (6) personal days will be allowed to accumulate at any time. If a teacher wishes to receive pay for unused personal days, written notification must be provided no later than June 1st of that school year to the Business Manager. The district will pay a teacher \$150 for each unused personal day with the final June payroll.

SECTION 3. LEGAL LEAVE:

A teacher will be granted legal leave for appearances in any legal proceeding connected with the teacher's employment with the School District or in any other legal proceeding if the teacher is required by law to attend. In the event of jury duty, the compensation for jury duty service, exclusive of meals and travel allowance, shall be remitted to the School District.

SECTION 4. COMPASSION LEAVE:

Subd. 1. Use: A teacher will be granted up to five (5) days at any one time, if necessary, in the event of death or serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent, sibling, grandchild, or members of the immediate household, with such absences deducted from sick leave.

Subd. 2. Others Covered: Teachers will be granted up to three (3) days of leave at one time in the event of death of a teacher's grandfather, grandfather-in-law, grandmother, grandmother-in-law, brother-in-law, sister-in-law, aunt, uncle, nephew or niece, unless said relative is a member of the immediate household, in which event the teacher will be entitled to the aforesaid five (5) days, with such absences deducted from sick leave.

Subd. 3. Serious Illness: Serious illness means an illness, injury, impairment, or physical condition that a licensed physician certifies as terminal or life-threatening. Serious illness incapacitates an individual and is characterized by chronic/episodic conditions (e.g. heart attacks, epilepsy), permanent/long-term conditions (e.g. Alzheimer's, terminal cancer), or multiple treatments for life-threatening conditions (e.g. chemotherapy, dialysis).

Subd. 4. Immediate household or immediate family means the employee, the employee's spouse and dependent children, or other individuals living with the employee. Dependent child is based on IRS regulations.

SECTION 5. MILITARY RESERVE LEAVE:

Subd. 1. Days Allowed: A teacher called into active duty with any unit of the federal or state military reserve organizations will be granted a maximum of fifteen (15) paid days per school year, provided such obligations cannot be fulfilled when school is not in session.

Subd. 2. Extended Leave: Any National Guard/Reserve member who is mobilized into state or federal service or any service member who chooses to enroll in active duty status may request up to a five year leave of absence from the School District as allowed under the Uniformed Services Employment and Reemployment Rights Act, Title 38, United States Code Sections 4301-33.

SECTION 6. TEACHERS ON SPECIAL ASSIGNMENT:

Subd. 1. Mutual Agreement: A teacher may be placed on special assignment by mutual agreement between the School District and the teacher and/or the teacher's Association representative.

Subd. 2. Work Year: The work year will be as specified in ARTICLE XII, but the calendar of days worked may be modified (i.e. work days spread over a 12 month period) by mutual consent of the School District and the teacher and/or the teacher's Association representative.

Subd. 3. Compensation: A teacher who agrees to leave his/her teaching position to perform non-teaching duties as assigned by the School District, and who continues to be placed on the teacher salary schedule, shall continue to receive all pay, fringe benefits, and leaves of absence and shall continue to earn experience credit as if he/she were regularly employed as a teacher.

Subd. 4. Reinstatement: A teacher returning from a leave of absence under this section shall be reinstated to a position for which he/she is licensed and qualified unless previously discharged or placed on unrequested leave of absence.

SECTION 7. VISITATIONS AND TEACHER MEETINGS:

Subd. 1. Use: Teachers may be granted time necessary for the purpose of visiting other schools or attending meetings, conventions, or conferences of an educational nature at the discretion of the superintendent.

Subd. 2. Association Duty: The School District shall afford reasonable time off to elected officers or appointed representatives of the Association to conduct the duties of the Association. Upon written request and written approval of the superintendent, leaves of absence will be granted to the elected or appointed officials of the Association.

SECTION 8. CHILD CARE LEAVE:

Subd. 1. Criteria: A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a natural or adopted infant child, provided such parent is serving as the primary care-giver. An "infant child" is defined as being under the age of twelve (12) months at the time of the commencement of the leave.

Subd. 2. Request: A teacher requesting child care leave shall inform the superintendent in writing of the intention to take a child care leave at least eight (8) weeks before commencement of the intended leave. This time frame will be waived in the event of a premature birth, unscheduled arrival of the adopted child, or unforeseen medical complications related to the pregnancy.

Subd. 3. Disability Leave: If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of this Agreement during the period of pregnancy-related disabilities, childbirth, and recovery, as determined by the attending physician. A pregnant teacher will also provide at the time of the leave request a statement from her physician indicating the expected date of delivery.

Subd. 4. Adoption Leave: The School District will grant one (1) parent of an adopted child up to six (6) consecutive calendar weeks of accumulated sick leave in conjunction with the adoption of an infant child so long as (a) the teacher serves as the primary care-giver and (b) the child is in need of health/medical care. The teacher must commence the leave within two (2) weeks of the adoption of the child.

Subd. 5. Granting Leave: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- 1) Grant any leave more than twelve (12) consecutive calendar months in duration.
- 2) Permit the teacher to return to employment prior to the date designated in the request for child care leave.

Subd. 6. Return to Employment: The teacher shall notify the District in writing of the teacher's intentions to return or not to return to work the following school year no later than April 1, or a date mutually agreed upon at the time the leave was approved. A teacher returning from child care leave shall be reemployed in a position for which licensed and qualified unless previously discharged or placed on unrequested leave of absence.

Subd. 7. Failure to Return: Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension of the leave.

SECTION 9. SHARED POSITIONS:

Subd. 1. Process: A teacher may voluntarily request or agree to a reduced assignment by sharing a teaching position with another qualified teacher who also voluntarily requests or agrees to a reduced assignment.

Subd. 2. Request: A teacher wishing to share a position shall submit a written request to the superintendent no later than April 1 preceding the school year in which the teacher would share a position with another teacher. In the event no other qualified teacher makes a compatible request or otherwise volunteers to share a teaching position, the School District shall not be obligated to comply with the request. The final decision rests with the School Board.

Subd. 3. Duration: Shared positions shall continue for the entire school year, but may be continued through successive school years upon mutual agreement of the participating teachers and the School District.

Subd. 4. Return to Full-Time: A participating teacher who desires to return to a full-time assignment shall notify the superintendent in writing of his/her intent no later than April 1 preceding the school year in which the teacher intends to resume a full-time assignment. Upon request, the teacher shall be returned to a full time assignment.

Subd. 5. Rights and Benefits: During the school year in which a teacher participates in a shared assignment, he/she shall retain all rights and benefits that otherwise accrue under this Agreement and shall receive salary and fringe benefits pro-rated from the level the teacher would have received in a full-time assignment.

Subd. 6. Unrequested Leave of Absence: Notwithstanding the voluntary request or agreement of participating teachers to share a position, a shared assignment shall not be allowed if it would result in the placement of a teacher on unrequested leave who would not otherwise have been so placed.

Subd. 7. TRA: A participating teacher who qualifies under M.S. 354.66 may elect to pay the employee's contribution to TRA in the same amount as would be payable were the teacher in a full-time position.

SECTION 10. SABBATICAL LEAVE:

Subd. 1. Eligibility: Upon written application, a teacher who has been employed as a teacher for six (6) years by the School District and who agrees in writing to return to the employ of the School District for three (3) years following the leave may be granted a sabbatical leave. Final approval shall be at the discretion of the School Board.

Subd. 2. Compensation: Full-time teachers taking a sabbatical leave will be paid 50% of their regular salary. Part-time teachers will receive prorated amounts. The School District will also provide health insurance according to the terms of this Agreement. Payments will be made at the September and January payroll dates.

Subd. 3. Failure to Return: A teacher who has received a sabbatical leave and fails to complete three (3) years of service with the School District, except in the case of being physically unable to perform, shall refund those monies received from the School District for sabbatical leave on an annual pro-rated basis and said monies shall be due and payable to the School District forthwith upon the cessation of employment in the School District.

Subd. 4. Reinstatement: Upon return from a sabbatical leave, a teacher shall be restored to his or her former position, or to a position of like nature or status. He or she shall maintain tenure and accumulated sick leave; however, sick leave will not accrue during the sabbatical. He or she may remain a part of the group health plan.

Subd. 5. Application: A written application must be submitted to the Superintendent by March 1 of the preceding school year. Upon approval, one of the School District's teachers may be granted a sabbatical leave.

Subd. 6. Outside Compensation: During the period of sabbatical leave, a teacher may accept grants or fellowships for financial assistance or engage in related remunerative employment.

Subd. 7. Selection Committee: In order that all applicants be given equal consideration, if more than one sabbatical leave request is received, a committee shall be formed to select a candidate for sabbatical leave. The committee shall include the Superintendent, two representatives appointed by the School District, and two representatives appointed by the Association.

Subd. 8. Selection Criteria: The following criteria will be used by the selection committee to select a candidate for sabbatical leave:

- 1) The merit of the objectives as they relate to improving the instructional program.
- 2) Evidence of acceptance of the teacher's program by the institution offering the advanced study.
- 3) Years of teaching experience in the School District, whether or not interrupted.

SECTION 11. OTHER LEAVES OF ABSENCE: Other leaves of absence may be granted by the School District. The teacher shall request a leave for a specified length of time (typically no longer than one school year), in writing, to the School District no later than April 1. Given extenuating circumstances, an extended leave of absence may be granted by the School District. The teacher shall request an extension to a current leave, in writing, no later than February 1.

SECTION 12. LEAVE PROVISIONS: Each teacher shall have the right to participate in the Extended Leave of Absence (M.S. 122A.46), to include part-time positions. Retirement fund provisions will be followed as per M.S. 354.66 and any other program established by State statute.

ARTICLE X - HOURS OF SERVICE

SECTION 1. BASIC DAY: The basic teacher's day shall be from 8:00am to 3:45pm or adjusted accordingly for early start meetings scheduled by Principals.

Subd. 1. Early Release: On Fridays, days before holidays, and early school closings due to severe weather, the work-day will end at the time that students are dismissed.

Subd. 2. Educational Business: Teachers may be released if educational business dictates that they leave early or report late. Early release or late start for personal business may be granted at the discretion of the Administration.

Subd. 3. Extended Day: Teachers who are kept late by the administrators will be held for the express purpose of meeting about school business, and parent conferences, if prior notification of said activity had been announced. Teachers will also fulfill reasonable requests by the administration to attend School Board or school community meetings and report on their course(s) of study, materials, teaching methods, etc., and will attend any reasonably required meetings with citizens and/or public groups directly concerned with the District.

Subd. 4. Curriculum Writing: Curriculum-writing is the actual writing and/or revision of district-wide or individual course curricula pertaining to the curriculum review cycle established by the School District. Except for situations that need to be resolved before the end of the school year, curriculum writing will be done outside the normal school year and must have the approval of the School Board or superintendent.

Subd. 4A. Curriculum-Related Tasks: Teachers may request or administration may direct teachers to participate in curriculum-related tasks during the school year, which may lead to curriculum writing/revision outside the normal school year. When possible, these curriculum-related tasks will occur during the regular school day. Curriculum-related tasks will be paid according to ARTICLE VII SECTION 10.

Subd. 4B. Compensation: All curriculum work done outside the normal school year will be paid according to ARTICLE VII SECTION 11.

Subd. 5. Teachers attending a required meeting 45 minutes or longer outside of contract hours, shall be allowed to adjust their school day within the next two school weeks. If extenuating circumstances prevent a teacher from adjusting their school day, with approval from their building principal, teachers may submit a written request for pay at the staff development rate (in 15 minute increments). Pay requests must include the date(s) and time(s) of the meeting(s) attended.

Subd. 6. The School District will provide classroom teachers with at least 245 minutes of duty-free preparation time for each teacher for every five days of classroom instruction to be scheduled on a consistent basis. In the event that a teacher is specifically directed by the building principal to forfeit their preparation period for the purpose of covering another assignment, the teacher shall be compensated in accordance with Article 6, Section 9: Hourly Substitute Pay.

Subd. 7. Each teacher shall be provided with a duty free lunch period of at least 25 minutes scheduled in accordance with procedures established by the building principals.

SECTION 2. ADDITIONAL DUTIES: The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities, as determined by the principal, superintendent, or School Board.

ARTICLE XI - LENGTH OF SCHOOL YEAR

SECTION 1. CONTRACT DAYS: The regular teacher contract year shall be 182 working days.

SECTION 2. LEGAL HOLIDAYS: The School Board shall establish a calendar of school days and teacher duty days for each school year, including those legal holidays on which the School Board is authorized to conduct school.

SECTION 3. CALENDAR CHANGES: The School District reserves the right to modify the school calendar due to severe weather, energy shortages, other emergencies, or to address staff development needs.

ARTICLE XII - GRIEVANCE PROCEDURE

SECTION 1. DEFINITION OF TERMS:

Subd. 1. Grievance: The definition of a grievance shall be according to Minnesota Statutes 179A.21, Subd. 1.

Subd. 2. Grievant: The term "grievant", as used herein, shall apply to any teacher.

Subd. 3. Days: The term "days" shall refer to working days. Working days shall mean all week days not designated as holidays by state or federal law.

Subd. 4. Extension: Time limits specified in this Agreement may be extended by mutual, written agreement.

Subd. 5. Representative: The grievant, administrator, or School Board may be represented during any step of the procedure by an agent designated to act on the party's behalf.

SECTION 2. PROCEDURES: The School District and the grievant shall attempt to resolve all grievances which arise during the course of employment in the following manner:

- (1) The grievant must bring problems relating to this Agreement to the attention of his/her building administrator within 20 working days of becoming aware of the situation.
- (2) The grievant and building administrator shall attempt to informally resolve the grievance. In the event the problem is not resolved within 10 working days, the grievant may initiate formal written procedures.
- (3) The grievant must submit the formal written grievance to the building administrator within 10 working days following the informal procedures. The parties have 10 working days to resolve the grievance.
- (4) In the event the grievance is not resolved thereby, the grievant may, within 10 working days, meet with the superintendent in an effort to resolve the grievance. The parties have 10 working days to resolve the grievance.
- (5) In the event the grievance is not resolved thereby, the grievant may, within 10 working days, meet with the School Board in an effort to resolve the grievance. The parties have 10 working days to resolve the grievance.
- (6) In the event the grievant and the School Board are unable to resolve the grievance, the grievant may, within 10 working days, submit the grievance to binding arbitration according to the procedure set forth in P.E.L.R.A. The grievant must promptly notify the superintendent or School Board chair that the grievance has been submitted to binding arbitration.
- (7) Within 10 working days after the request to arbitrate, the grievant and the School Board shall meet in an attempt to agree upon an arbitrator. If no agreement on an arbitrator is reached, either party may, within 10 working days, request the Bureau of Mediation Services to submit a panel of arbitrators. Within 10 days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by the flip of a coin.

SECTION 3. TIME LIMITS:

Subd. 1. Waiver: Failure by the grievant to appeal a grievance from one step to another within the time periods provided shall constitute a waiver of the grievance.

Subd. 2. Appeal: Failure by the School Board to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the grievant may appeal to the next higher step.

SECTION 4. EXPENSES: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and

any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

ARTICLE XIII - TEACHER OBSERVATION AND EVALUATION BY ADMINISTRATION

This article assumes that teacher improvement in classroom techniques and management is an essential goal of the Rush City School District and the Rush City Education Association. It is, therefore, essential that all teachers be involved in a mutually approved peer review process.

Observation will be utilized for instructional improvement, and the administration may observe tenured teachers on a formal or informal basis as deemed necessary.

ARTICLE XIV – SENIORITY

SECTION 1. Purpose: The purpose of this ARTICLE is to constitute a plan for Unrequested Leave of Absence (ULA), as allowed by M.S. 122A.40 Subd. 10, because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation.

SECTION 2. Seniority Lists: The School District shall maintain and annually update one teacher seniority list. Rush City Teacher Seniority List, to include Adult Basic Education teachers, and Rush City Title I Teachers. Annual updates to the seniority list shall reflect any addition or deletion of personnel caused by retirement, death, resignation, the cessation of services, or new teachers.

SECTION 3. Limited Seniority: Seniority on one list does not transfer to another list. A teacher on one seniority list has no bumping rights or recall rights to another list, and this also applies to teachers on ULA.

SECTION 4. Unrequested Leave of Absence (ULA): The School Board may place teachers on ULA, without pay or fringe benefits, as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes.
Subd. 1. Placement: Teachers shall be placed on ULA in inverse order of placement on their seniority list.

Subd. 2. Leave Duration: The leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate. The teacher's right to reinstatement shall also terminate if the teacher fails to file with the School District, by April 1st of each year, a written statement requesting reinstatement.

SECTION 5. Tie Breaker: Among teachers with equal seniority, the selection of the teacher(s) for purposes of reduction shall be at the discretion of the School District based on criteria including performance, training, experience, skills in special assignments, and other relevant factors.

SECTION 6. Reinstatement: The order of reinstatement shall be in inverse order in which teachers were placed on ULA. Teachers on ULA shall be reinstated to the seniority list from which they have been given leave as such positions become available.

SECTION 7. Other Provisions: Issues not defined in Sections 1-6 above shall be governed by M.S. 122A.40.

ARTICLE XV – ECFE AND PRESCHOOL TEACHERS

Section 1. Statutory Considerations: Pursuant to Minnesota Statutes, section 179A.03, subdivision 18, preschool teachers fall within the definition of "teacher" for purposes of PERLA and are included within the teachers' appropriate unit. However, because these teachers are not required to hold a license issued by the state department, they do not fall within the definition of a "teacher" for purposes of Minnesota Statutes, section 122A.40, subdivision 1 and, therefore, do not attain the rights to continuing contract/tenure status nor rights to bump in the event of an unrequested leave of absence (ULA).

Section 2. Unlicensed Teachers: Time spent as a preschool teacher does not count toward any statutory probationary period, including the probationary period set forth in Minnesota Statutes, section 122A.40. A preschool teacher is employed on an at-will basis will have no recourse under the grievance procedure as far as a suspension, discharge for cause, or other discipline is concerned.

Section 3. Probationary Period for Licensed ECFE Teachers: The probationary period for ECFE teachers who are required to hold a license and fall within the statutory definition of a "teacher" for purposes of Minnesota Statutes, section 122A.40 will be governed by the standards set forth by statute. In the event ECFE teachers are not considered "teachers" for purposes of Minnesota Statutes, section 122A.40, they will be considered at-will employees and will have no recourse under the grievance procedure as far as a suspension, discharge for cause, or other discipline is concerned.

Section 4. Lay Off: ECFE and preschool teachers may be laid off at the School District's discretion at any time based on the

needs of the School District's programs. The District will maintain a separate seniority list for ECFE and preschool teachers. Layoffs will be based on seniority. ECFE and preschool teachers will not have the right to bump into any other teaching position.

Section 5. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for ECFE and preschool teachers shall be as assigned by the School District in its sole discretion and may be modified from time to time as determined by the School District in its sole discretion based upon the needs of the School District's programs.

Section 6. Inclement Weather Days: In the event an ECFE or preschool teacher does not work because school is cancelled due to weather, the teacher will be paid for the cancellation day if it is not made up later in the school year.

Section 7. Compensation: ECFE and preschool teachers shall be compensated pursuant to the specific ECFE and preschool salary schedule attached as Schedule C.

Section 8. Holidays: ECFE and preschool teachers will receive the same paid holidays as outlined for employees subject to the Administrative Assistant and Program Coordinator employment notice. In order to be paid for a holiday, the employee must be regularly scheduled to work on the day of the holiday.

Section 9. Applicable Sections of the Master Agreement: ECFE and preschool teachers shall be covered by the following articles of the Master Agreement:

ARTICLE I - PURPOSE
ARTICLE II – RECOGNITION OF ASSOCIATION
ARTICLE III – DEFINITIONS ARTICLE III, DEFINITIONS
ARTICLE IV – SCHOOL DISTRICT RIGHTS
ARTICLE V – TEACHER RIGHTS
ARTICLE VII – FRINGE BENEFITS, SECTIONS 1 THROUGH 3 (HEALTH INSURANCE, LIABILITY, AUTO LIABILITY)
ARTICLE VII – FRINGE BENEFITS, SECTION 5 (LONG-TERM DISABILITY)
ARTICLE IX – LEAVES OF ABSENCE, SECTIONS 1 THROUGH 5 AND 7 (SICK LEAVE, PERSONAL LEAVE, LEGAL LEAVE, COMPASSION LEAVE, MILITARY RESERVE LEAVE, AND VISITATION AND TEACHER MEETINGS)
ARTICLE XII – GRIEVANCE PROCEDURE
ARTICLE XIII – TEACHER OBSERVATION AND EVALUATION BY ADMINISTRATION
ARTICLE XVI – INDIVIDUAL TEACHING CONTRACT
ARTICLE XVII - DURATION

Section 10. Sections of the Master Agreement Not Applicable: ECFE and preschool teachers shall not be eligible for other provisions of the collective bargaining agreement not listed above. Provisions not listed in Section 9 above shall not apply. Specific examples of provisions that do not apply to ECFE and preschool teachers include, but are not limited to, the following articles of the Master Agreement:

ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY
ARTICLE VII – FRINGE BENEFITS, SECTION 4
ARTICLE VIII – DEFERRED COMPENSATION
ARTICLE IX – LEAVES OF ABSENCE, SECTIONS 6 AND 8 THROUGH 13
ARTICLE X – HOURS OF SERVICE
ARTICLE XI – LENGTH OF SCHOOL YEAR
ARTICLE XIV – SENIORITY

ARTICLE XVI - INDIVIDUAL TEACHING CONTRACT: Any individual teaching contract between the School District and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement or subsequent Agreements. If an individual teaching contract contains any language inconsistent with this Agreement or subsequent agreements, the Agreement shall supersede the individual teaching contract.

ARTICLE XVII – DURATION

SECTION 1. TERM AND REOPENING NEGOTIATIONS: This Agreement shall be effective as of July 1, 2025 and shall continue in effect until June 30, 2027. If a new and substitute Agreement has not been duly entered into prior to June 30, 2027, the terms of this Agreement shall continue in full force and effect until such substitute agreement is adopted, which shall then be fully retroactive to July 1, 2027. If either party desires to modify or amend this Agreement, it shall give written notice of such intent to the other party no later than April 1, 2027 at which time the parties will commence negotiations.

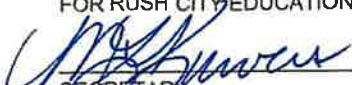

SECTION 2. EFFECT: This Agreement shall constitute the full, complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written

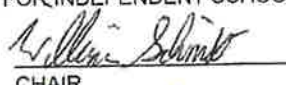
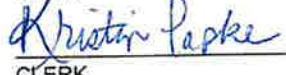
signed amendment to this Agreement. This Agreement shall supersede any rules, regulations or practices of the School District which are contrary to or inconsistent with its term.

SECTION 3. FINALITY: Any matters relating to the current Agreement pertaining to conditions and terms of employment shall not be open for negotiation during the term of this Agreement unless by mutual consent of both parties.

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

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT:

FOR RUSH CITY EDUCATION ASSOCIATION

SECRETARY

CHIEF NEGOTIATOR
2/19/26
DATE
2/19/26
DATE

FOR INDEPENDENT SCHOOL DISTRICT NO. 139

CHAIR

CLERK
3/5/26
DATE
3/5/26
DATE

RUSH CITY SCHOOL DISTRICT #139
Year (1) Schedule 2025-26

STEP	BA00	BA05	BA10	BA15	BA20	BA25	BA30	BA35	MA00	MA05	MA10	MA15	MA20	MA25	MA30	MA35	MA40	MA45	STEP
A	47,197	47,398	47,919	48,440	49,059	49,679	50,297	50,917	51,537	52,155	52,774	53,394	54,012	54,630	55,248	55,866	56,484	57,102	A
B	48,158	48,345	48,878	49,410	50,041	50,672	51,304	51,935	52,567	53,199	53,831	54,462	55,093	55,724	56,355	56,986	57,617	58,248	B
C	49,136	49,312	49,854	50,397	51,042	51,684	52,329	52,974	53,619	54,262	54,907	55,551	56,195	56,839	57,483	58,127	58,771	59,415	C
D	50,127	50,297	50,851	51,405	52,062	52,720	53,403	54,087	54,743	55,402	56,060	56,718	57,306	57,894	58,380	58,863	59,349	59,833	D
E	51,129	51,304	51,868	52,432	53,103	53,773	54,497	55,222	55,894	56,566	57,237	57,909	58,509	59,110	59,604	60,100	60,595	61,090	E
F	52,153	52,330	52,906	53,481	54,166	54,849	55,615	56,382	57,067	57,753	58,440	59,124	59,738	60,351	60,858	61,363	61,867	62,373	F
G	53,196	53,377	53,965	54,551	55,248	55,945	56,756	57,566	58,265	58,967	59,666	60,366	60,993	61,619	62,136	62,651	63,166	63,681	G
H	54,260	54,445	55,071	55,697	56,409	57,121	57,949	58,775	59,490	60,204	60,919	61,634	62,274	62,914	63,440	63,966	64,493	65,020	H
I	55,345	55,533	56,199	56,866	57,594	58,321	59,165	60,010	60,738	61,469	62,198	62,928	63,582	64,234	64,772	65,309	65,847	66,385	I
J	56,451	56,644	57,353	58,061	58,803	59,545	60,408	61,270	62,014	62,759	63,504	64,249	64,916	65,583	66,132	66,682	67,231	67,780	J
K	57,535	57,756	58,506	59,280	60,038	60,796	61,676	62,555	63,349	64,140	64,902	65,663	66,345	67,026	67,587	68,149	68,709	69,270	K
L					61,299	62,073	62,971	63,870	64,710	65,551	66,330	67,108	67,805	68,501	69,074	69,647	70,221	70,794	L
M					62,586	63,376	64,293	65,211	66,102	66,993	67,788	68,583	69,295	70,008	70,594	71,179	71,766	72,352	M
N					63,963	64,770	65,707	66,645	67,556	68,468	69,279	70,093	70,821	71,548	72,147	72,746	73,416	74,088	N
O					65,370	66,195	67,153	68,112	69,076	70,042	70,874	71,705	72,448	73,194	73,807	74,420	75,143	75,867	O
P					66,808	67,652	68,630	69,611	70,631	71,654	72,504	73,354	74,115	74,876	75,504	76,130	76,910	77,687	P
Q					68,277	69,140	70,141	71,141	72,221	73,302	74,172	75,042	75,820	76,599	77,240	77,881	78,717	79,551	Q
R					69,848	70,730	71,754	72,778	73,883	74,986	75,877	76,767	77,564	78,360	79,018	79,672	80,567	81,460	R
S					71,455	72,357	73,405	74,453	75,582	76,712	77,623	78,533	79,348	80,163	80,835	81,504	82,460	83,417	S
T					73,099	74,021	75,092	76,164	77,320	78,476	79,408	80,340	81,173	82,007	82,694	83,379	84,399	85,418	T
U					74,556	75,498	76,591	77,684	78,862	80,042	81,113	82,183	83,035	83,888	84,591	85,293	86,379	87,463	U

LONGEVITY
LONGEVITY

Year #1
Year #2

75,976	76,868	77,961	79,053	80,231	81,412	82,482	83,552	84,405	85,257	85,960	86,662	87,747	88,833	L1
77,295	78,237	79,331	80,422	81,601	82,781	83,851	84,922	85,774	86,627	87,330	88,032	89,117	90,203	L2

RUSH CITY SCHOOL DISTRICT #139
Year (2) Schedule 2026-27

STEP	BA00	BA05	BA10	BA15	BA20	BA25	BA30	BA35	MA00	MA05	MA10	MA15	MA20	MA25	MA30	MA35	MA40	STEP
A	47,787	47,990	48,518	49,045	49,672	50,300	50,926	51,554	52,181	52,807	53,434	54,061	54,623	55,184	55,645	56,107	56,570	A
B	48,760	48,950	49,489	50,028	50,667	51,305	51,946	52,584	53,225	53,864	54,504	55,143	55,715	56,286	56,758	57,230	57,701	B
C	49,751	49,929	50,477	51,027	51,680	52,331	52,983	53,636	54,289	54,940	55,593	56,246	56,828	57,413	57,894	58,373	58,854	C
D	50,754	50,926	51,487	52,048	52,713	53,379	54,070	54,763	55,428	56,094	56,761	57,427	58,022	58,618	59,110	59,599	60,091	D
E	51,769	51,946	52,517	53,088	53,767	54,445	55,178	55,913	56,593	57,273	57,952	58,633	59,241	59,849	60,350	60,852	61,353	E
F	52,805	52,984	53,567	54,150	54,843	55,534	56,310	57,087	57,807	58,475	59,170	59,863	60,485	61,106	61,618	62,130	62,640	F
G	53,861	54,044	54,639	55,233	55,939	56,645	57,465	58,286	58,994	59,704	60,412	61,121	61,755	62,389	62,912	63,434	63,956	G
H	54,938	55,125	55,760	56,393	57,115	57,835	58,673	59,509	60,233	60,956	61,680	62,404	63,052	63,701	64,233	64,766	65,299	H
I	56,037	56,227	56,902	57,577	58,314	59,050	59,905	60,760	61,498	62,238	62,975	63,714	64,376	65,037	65,582	66,125	66,670	I
J	57,157	57,352	58,070	58,787	59,538	60,290	61,163	62,035	62,789	63,543	64,298	65,052	65,728	66,402	66,959	67,516	68,071	J
K	58,255	58,478	59,237	60,021	60,789	61,556	62,447	63,337	64,141	64,942	65,713	66,484	67,175	67,864	68,432	69,001	69,568	K
L					62,065	62,849	63,758	64,668	65,519	66,370	67,160	67,947	68,652	69,357	69,937	70,518	71,099	L
M					63,368	64,168	65,097	66,027	66,929	67,831	68,635	69,441	70,161	70,883	71,476	72,069	72,663	M
N					64,762	65,579	66,529	67,478	68,401	69,324	70,145	70,969	71,706	72,442	73,049	73,655	74,334	N
O					66,187	67,023	67,993	68,964	69,940	70,917	71,760	72,601	73,354	74,109	74,729	75,350	76,082	O
P					67,643	68,497	69,488	70,481	71,514	72,549	73,410	74,271	75,042	75,812	76,447	77,082	77,871	P
Q					69,130	70,004	71,017	72,030	73,124	74,218	75,099	75,980	76,768	77,556	78,206	78,855	79,701	Q
R					70,721	71,614	72,650	73,688	74,806	75,923	76,825	77,726	78,533	79,340	80,005	80,668	81,574	R
S					72,348	73,262	74,323	75,383	76,527	77,671	78,593	79,515	80,340	81,165	81,845	82,523	83,491	S
T					74,012	74,947	76,030	77,116	78,286	79,457	80,401	81,344	82,188	83,032	83,727	84,422	85,454	T
U					75,488	76,442	77,548	78,655	79,848	81,042	82,127	83,211	84,073	84,937	85,649	86,359	87,458	U

LONGEVITY	Year #1	Year #2
LONGEVITY	76,875	78,261
LONGEVITY	77,829	79,214
LONGEVITY	78,935	80,322
LONGEVITY	80,041	81,428
LONGEVITY	81,234	82,621
LONGEVITY	82,429	83,815
LONGEVITY	83,514	84,899
LONGEVITY	84,597	85,984
LONGEVITY	85,460	86,846
LONGEVITY	86,323	87,710
LONGEVITY	87,034	88,421
LONGEVITY	87,745	89,132
LONGEVITY	88,844	90,231
LONGEVITY	89,943	91,330
LONGEVITY	L1	L2

ECFE/PRESCHOOL SALARY SCHEDULE

25-26

Step	Job Pt 4000
A	\$21.04
B	\$21.47
C	\$21.96
D	\$22.45
E	\$22.95
F	\$23.48
G	\$24.03
H	\$24.57
I	\$25.11
J	\$25.70
K	\$26.30
L	\$26.90
M	\$27.49
N	\$28.10
O	\$28.69
P	\$29.28
Q	\$29.88
R	\$30.48
S	\$31.08
T	\$31.67
U	\$32.27
V	\$32.86

26-27

Step	Job Pt 4000
A	\$21.30
B	\$21.74
C	\$22.24
D	\$22.73
E	\$23.23
F	\$23.77
G	\$24.33
H	\$24.88
I	\$25.42
J	\$26.02
K	\$26.63
L	\$27.23
M	\$27.84
N	\$28.45
O	\$29.04
P	\$29.65
Q	\$30.25
R	\$30.86
S	\$31.47
T	\$32.07
U	\$32.67
V	\$33.27

SCHEDULE MEMO:

- 1) Initial step placement of teachers is the right of the District. Movement on the salary schedule shall be contingent on proficiency and growth on the part of the teacher, as described in the Rush City Teacher Development Plan including the Q-Comp Plan.
- 2) Schedule placement is effective July 1 of each year.
- 3) The parties agree that Stacey Guse will receive a District contribution toward the premium for single health insurance coverage of at least \$9,500 annually for as long as she elects single insurance coverage through the District's group health plan in recognition of the fact that she previously received a health insurance premium contribution in this amount when her position was in a different employee group.

2025-26 and 2026-2027 Extra Compensation Schedule

Base = \$30,400

Employees advance a step for 2025-26 and a step for 2026-2027.

Extra compensation positions will be posted for seven school days. Employees interested in the posted positions will apply to the Activities Director. The Activities Director will review applications, and in cooperation with appropriate coaches or principals, select candidates to be interviewed and notified of the results, in writing, within five school days after the interview.

step		11.50% LEVEL A	9.30% LEVEL B	6.90% LEVEL C	4.60% LEVEL D	2.35% LEVEL E
1	0	\$3,496	\$2,827	\$2,098	\$1,398	\$714
2	1.0705	\$3,742	\$3,027	\$2,245	\$1,497	\$765
3	1.135	\$3,968	\$3,209	\$2,381	\$1,587	\$811
4	1.195	\$4,178	\$3,379	\$2,507	\$1,671	\$854
5	1.255	\$4,387	\$3,548	\$2,632	\$1,755	\$897
6	1.325	\$4,632	\$3,746	\$2,779	\$1,853	\$947
7	1.385	\$4,842	\$3,916	\$2,905	\$1,937	\$989
8	1.435	\$5,017	\$4,057	\$3,010	\$2,007	\$1,025
9	1.495	\$5,227	\$4,227	\$3,136	\$2,091	\$1,068
10	1.565	\$5,471	\$4,425	\$3,283	\$2,188	\$1,118
11	1.635	\$5,716	\$4,622	\$3,430	\$2,286	\$1,168
12	1.696	\$5,929	\$4,795	\$3,558	\$2,372	\$1,212

Level A: Yearbook Advisor, Head Boys Basketball, Head Girls Basketball, Head Football, Head Gymnastics, Head Volleyball, Head Track, Head Baseball, Head Wrestling, Head Golf, Head Cross Country, Head Girls Softball, All School Play Director, Elem. Enrichment Program Director

Level B: Ass't Boys Basketball, Ass't Girls Basketball, Ass't Football, Ass't Gymnastics, Ass't Volleyball, Ass't Boys Track, Ass't Girls Track, Ass't Baseball, Ass't Wrestling, Ass't Cross Country, Ass't Girls Softball, Ass't Golf

Level C: C Team Boys Basketball, C Team Girls Volleyball, A.V. Director, Jazz Band Director, Vocal Choir Director, Speech, Junior Class Activities, Assist All School Play

Level D: Jr. High Boys Basketball, Jr. High Girls Basketball, Jr. High Football, Jr. High Volleyball, Jr. High Boys Track, Jr. High Girls Track, Jr. High Cross Country, Cheerleading, Ass't Yearbook Advisor, Ass't Speech, FFA(.5), BPA(.5), FLA(.5), Jr. High Golf

Level E: One Act Play, Student Council Advisor, Elementary Wrestling, Pep Band Director, National Honor Society/Knowledge Bowl, Senior Class Advisor

Note: In the event a staff member whom has worked two consecutive years prior to July 1, 2017 in a former Level E position (as listed in the 2015-17 Teacher Master Agreement) will receive the stipend amount per master agreement for the duration of the position held.

APPENDIX A - ARTICLE VIII, SECTION 1, TEACHER ELIGIBILITY
As of July 1, 2023

NAME	FTE	Hire Date Month/Year	Benefit Yrs. Completed	Level	Amount
<u>Rush City Schools Staff</u>					
Olson, Eric	1.0	09/90	20+	3	\$1,500
Erdman, Kim	1.0	09/93	20+	3	\$1,500
On Leave of Absence					
None					

Appendix A Phase-out Schedule: After all teachers listed in Appendix A have retired or terminated Employment with the School District, contribution levels 1-3 below will become null and void and have no application for remaining teachers.

Phase-out Schedule:

Level	Yrs of service in ISD #139 as of 6/30/01		Annual District Contribution
	Years Completed	But Less Than	
1	07	10	\$0700
2	10	19	\$1000
3	19	--	\$1500

Placement on Schedule: Placement on the schedule above shall be determined by the teacher's years of teaching service in the School District as of June 30, 2000, as stated above.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is entered into by and between Independent School District No. 139, Rush City Schools (“District”) and the Rush City Education Association (“Union”), collectively the “Parties.”

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) governing the terms and conditions of employment for teachers;

WHEREAS, the Parties agreed during negotiations for the 2025-2027 CBA to enter into this Agreement to addressing annual lump-sum stipends for two teachers.

NOW, THEREFORE, the Parties agree as follows:

1. The District will pay a lump sum stipend in the amount of two thousand five hundred dollars (\$2,500) to teachers Kim Erdman and Eric Olson. These annual stipends will be paid on or before June 30 of each contract year. These employees must work for the entire school year to be eligible for the stipend each year.
2. This Agreement may not be used by either party as evidence of a binding precedent or past practice.
3. This Agreement will remain in effect until the teacher retires or separates employment with the district.

RUSH CITY EDUCATION ASSOCIATION

Date: 3/3/26

by Tami Kelson
Chief Negotiator

INDEPENDENT SCHOOL DISTRICT NO. 139

Date: 3/5/26

by Vicki Olson
School Board Chair

Date: 3/5/26

by Kristin Papke
School Board Clerk

