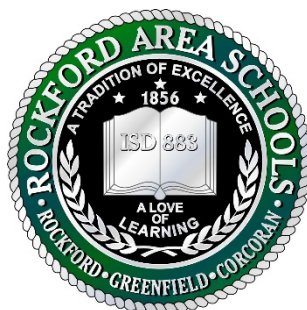


MASTER AGREEMENT

BETWEEN



INDEPENDENT SCHOOL DISTRICT NO. 883

ROCKFORD, MINNESOTA

AND

**EDUCATION MINNESOTA – ROCKFORD
Local # 4739**

JULY 1, 2019 THROUGH JUNE 30, 2021

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ARTICLE I

PURPOSE

Parties: This agreement is entered into between Independent School District No. 883, Rockford, Minnesota (hereinafter referred to as the District), and Education Minnesota - Rockford hereinafter referred to as the Exclusive Representative or EMR), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (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 EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the District recognizes EMR as the Exclusive Representative for all Teachers as defined under the P.E.L.R.A. The Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all the Teachers of the District as defined in this Agreement and in the P.E.L.R.A.

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 District's personnel policies affecting the working conditions of the teachers. In the case of teachers, the term does not mean educational policies of the District. The terms in both cases are subject to the provisions of the P.E.L.R.A.

Section 2. School District: For purposes of administering this Agreement, the term, "District," shall mean the School Board or its designated representative.

Section 3. Teacher: The term, "Teacher," shall mean all persons employed by the District in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendents, assistant superintendents, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 4. Long-Term Substitute Teacher: The term, "long term substitute Teacher," will mean any person who is employed by the District to replace an absent Teacher for a period of at least thirty (30) days.

Section 5. Working Days: References to days shall be understood to mean working days.

Section 6. Other Terms: Terms not defined in this Agreement shall have those meaning as defined by the P.E.L.R.A.

ARTICLE IV

DISTRICT RIGHTS

Section 1. Inherent Managerial Rights. The Exclusive Representative 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 District; its overall budget; utilization of technology; the organizational structure; and selection, direction, and number of personnel.

Section 2. Management Responsibility. The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations. The Exclusive Representative recognizes that all Teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the District and shall be governed by the laws of the State of Minnesota, and by District rules, regulations, directives, and orders, issued by properly designated officials of the District. The Exclusive Representative also recognizes the right, obligation, and duty of the District and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the District, all Teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws, and the rules and regulations of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect. Unless specifically included in this Agreement, alleged violations of state and federal laws, rules and regulations are not arbitral under the grievance procedure.

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

ARTICLE V

TEACHING RIGHTS

Section 1. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative; nor shall it be construed to require any Teacher to perform labor or services against his/her will.

Section 2. Right to Join. Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment.

Section 3. Request for Dues Check Off. The District shall forward each month such dues deducted the previous month, along with a list of the names of the Teachers from whom deductions were made, to the treasurer of the Exclusive Representative.

Individual written requests for membership dues check off must be provided to the District Office. The District will deduct dues consistent with the terms and duration of the written consent provided. When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President.

Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct one eighteenth(1/18) of such dues from the regular pay check of the bargaining unit member for each pay period for 18 consecutive pay periods. Such authorization must be provided in writing to the School District. For employees who have authorized the dues deduction, the deductions will begin the first pay period on or after October 15. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the School District upon receipt of written authorization. The dues will be deducted equally between existing pay periods between the date of the bargaining unit members first pay date and first pay period in July.

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: All evaluations and files relating to each individual Teacher shall be available during regular District business hours to each individual Teacher upon his or her written notice to the Superintendent. The Teacher shall have the right to reproduce any of the contents of the files at the Teacher's expense and to submit for inclusion in the file written information in response to any material contained therein, provided, however, the District may destroy such files as provided by law. Each inspection of personnel files shall be recorded. Each Teacher shall be promptly furnished with a copy of all evaluations and disciplinary matters placed in his/her file.

Section 5. Investigation: When a teacher is alleged to have engaged in conduct that may result in discipline, the District will conduct an investigation that satisfies the requirements of due process.

Section 6. Discipline: Disciplinary Action. The School District shall not take any disciplinary action (including adverse evaluation) with respect to any teacher without just cause. Due process must be provided. Administrators will promptly notify teachers of concerns and/or complaints from parents, students and/or staff. All forms of discipline shall have correction and improvement as a goal, except in cases of termination.—Teachers will be informed of their right to union representation at meetings that could lead to discipline, and the District will comply with all other legal rights under *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251 (1975) and PELRA.

- **ORAL WARNING.** Documentation of an oral warning is intended to indicate an oral warning has been administered. The District will notify the teacher and EM-Rockford if the teacher agrees of the oral warning.

- **WRITTEN REPRIMAND.** Prior to the issuance of a written reprimand to an individual teacher, the appropriate supervisor shall confer with the teacher. The district will notify the teacher and EM-Rockford if the teacher agrees.
- **SUSPENSION.** The School District may suspend a teacher without pay. No teacher shall be suspended unless there is just cause. Due process must be provided. If the School District acts to suspend a teacher, it shall promptly notify the teacher and EM-Rockford if the teacher agrees.

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

Section 1. 2019-20 Salary Schedule: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2019-20 school year.

Section 2. 2020-21 Salary Schedule: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2020-21 school year.

Section 3. Status of Salary Schedule: The salary schedule is not to be construed as a part of a Teacher's continuing contract and the District will not withhold increment, advancement, lane changes, or any other salary increase from the teacher without just cause. In the event a Teacher's advancement on the salary schedule is withheld, the teacher shall have the right to grieve in accordance with the provisions of this Agreement.

The District may compensate Teachers above the salary schedule at its sole discretion. The District shall inform the Exclusive Representative in writing immediately. Any compensation so distributed will not be considered as a cost item when figuring the total package costs during negotiations.

Section 4. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a Teacher on the appropriate salary schedule:

Subd. 1. Definitions:

(a) **Credit:** Throughout this Agreement, the term, "credit," shall be defined as a semester credit. A semester credit equals one and one-half (1.5) quarter credits.

(b) **Germane:** Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School District or Superintendent. At the discretion of the Superintendent, credit for application on the salary schedule may be given for a course germane to the areas of licensure of the teacher/assigned position and for courses required for coaching certification.

Subd. 2. Workshop Credit: Workshop or clinic attendance may be substituted for undergraduate college credit as provided below:

(a) The Teacher shall receive one (1) semester credit for each 23 hours of time spent at approved workshops or clinics. Proof of time spent will be required for final approval.

(b) The maximum credit allowed shall be two (2) semester credits for every lane change.

Subd. 3. Grade and Credits: To apply on the salary schedule, credits beyond the bachelor's degree must fall in one of the following categories and carry an average grade equivalent of B or higher and/or meet the following.

- a. Graduate credits beyond the bachelor's degree.
- b. *Rockford Credits*- are credits which are obtained by satisfactorily completing district developed in-service courses and may be earned at the rate of one (1) credit per 12 hours of instruction. Criteria and guidelines for the courses will be developed, monitored and subject to periodic review by the District K-12 staff development committee and the administration. For courses with fewer than 12 hours, a fraction of a Rockford credit will be given.

Example: three-hour course=1/4 Rockford credit.

Subd. 4. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved in writing prior to the taking of the course by the Superintendent. Such prior approval requirements shall not apply to courses necessary to achieve the minimum requirements established by the Department of Education as a prerequisite for the individual to possess the proper licensure required to fulfill the individual's teaching and coaching assignments.

Subd. 5. Salary Adjustment: Individual contracts will be modified to reflect qualified credit lane changes three times per year. The effective dates of lane changes shall be September 15, January 15, and May 15, provided an official transcript and/or official letter from the university/college of the credits is received. Lane changes submitted by September 15 will increase the teacher's salary for the entire school year, January 15 for 6/12 of the school year, and May 15 for 3/12 of the school year. Credit lane advancement will not be made on any other date.

Subd. 6. Advanced Degree Program: A Teacher shall be paid on the master's degree lane or higher degree lane only if the degree program is germane to the teaching assignment as approved by the District and the degree program is approved in writing by the Superintendent in advance.

Subd. 7. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any Teacher of any salary schedule placement already recognized and actually being paid for the current school year(s).

Subd. 8. Step Advancement: Except for Teachers who are on a child care leave of a semester or less or Teachers on workers' compensation leave, a Teacher must be employed a minimum of one hundred ten (110) actual duty days of a school year to qualify for a salary step advancement.

Subd. 9. Application: Credits to apply to lanes beyond a master degree must be earned after the earning of the degree and must be taken through an accredited college or university.

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

Section 6. Step Placement: A new Teacher shall be placed on such step of the salary schedule as agreed between the District and the teacher.

Section 7. Mileage: Teachers who use their own vehicles to transfer between buildings as required by their teaching assignment within the regular pupil contact day shall be paid upon submission of a claim form at the IRS mileage rate established by District policy.

Section 8. Career Increment: Teachers with 18 to 21 years of service in the District as of June 30, 2010 and on the BA+45 Lane or above shall receive an additional salary of \$1,000 per year over the Teacher's placement on the salary schedule. A Teacher with 22 years or more of service in the District as of June 30, 2010 and on the BA+45 Lane or above shall receive an additional salary of \$2,000 per year over the Teacher's placement on the salary schedule. This payment is grandfathered to those staff receiving the increment in 2010-11. No additional increments will be given after July 1, 2011.

Section 9. Maintaining Licenses: Teachers wishing to drop a teaching license may submit a written request to do so with the Superintendent of Schools. Unless their request is approved or the teacher has not been placed in that area of licensure for ten (10) consecutive school years, teachers are required to maintain all areas of licensure held at the time of their hiring by the District.

Teachers must also maintain all licenses for which they earned and received lane change credit while working in the District except if the teacher has not been placed in that area of licensure for ten (10) consecutive school years.

If a teacher initiates the dropping of the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights or realignment rights in another licensure area except if the teacher has not been placed in that area of licensure for ten (10) consecutive school years. Failure to maintain licenses that resulted in a lane change will result in loss of lane placement received through credits earned for that license except if the teacher has not been placed in that area of licensure for ten (10) consecutive school years.

A teacher not placed in an area of licensure for ten (10) consecutive school years may drop the corresponding license without penalty.

A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by initiating the dropping of the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment.

A teacher requesting a transfer to an open position in the District, for which he/she is licensed, may drop that licensure without penalty if the District rejects the reassignment.

ARTICLE VII

EXTRA COMPENSATION

Extra-curricular Schedule: The salaries reflected in Schedule C attached hereto shall be considered part of this master agreement.

ARTICLE VIII

GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the District, as provided by law.

Section 2. Health and Hospitalization Insurance: The District will pay \$665.00 per month toward the premium for single coverage for each full-time Teacher employed by the District who qualifies for and is enrolled in single coverage in the district group health and hospitalization plan. The District shall contribute \$1,250.00 per month towards the premium for family coverage for each full-time Teacher employed by the District who qualifies for and is enrolled in family coverage in the district group health and hospitalization plan. Any additional costs of the premium shall be borne by the Teacher and paid by payroll deduction. The above language will start January 1, 2021.

Section 3. Health Savings Account: The District shall contribute \$1,000 to the teacher's health care savings account each January, for any teacher enrolled in the districts qualified high deductible health insurance plan.

Section 4. Long-Term Disability Insurance: The District shall contribute 100 percent of the premium for long-term disability insurance for each full-time Teacher employed by the District who qualifies for and is enrolled in the District long-term disability insurance program. It is agreed and understood that said long-term disability insurance shall provide combined monetary benefits to each Teacher eligible to receive such benefits of at least, but not limited to, 66 percent of the Teacher's normal salary.

Section 5. Term Life Insurance: The District will pay 100 percent of the premium for a term life insurance policy in the amount of \$60,000 for each full-time teacher employed by the District who qualifies for and is enrolled in the District life insurance program.

Section 6. Dental Insurance: The District shall contribute a sum not to exceed \$23.00 per month toward the premium for dental insurance for each full-time Teacher employed by the District who qualifies for and is enrolled in the District group dental plan. Any additional cost of the program shall be borne by the teacher and paid by payroll deduction.

Section 7. Claims against the District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Eligibility:

Subd. 1. Part-Time Teachers: The District shall make pro-rata premium contributions for part-time Teachers under contract on at least a half-time basis for the following coverage: health and hospitalization, long term disability, dental, and term life insurance.

Subd. 2. Long-Term Substitute Teachers: Long-term substitute teachers who are employed for less than a semester will not be eligible for insurance benefits until the first of the month following the completion of sixty (60) consecutive actual duty days.

Section 9. District Contributions to a Post-Retirement Health Care Savings Account.

Subd 1. District Contributions to a Post-Retirement Health Care Savings Account For Retired Teachers.

(a) Eligibility: Teachers whose names are included in the signed letter on file in the district office and with EMR will be eligible for a lump sum contribution by the District to a post-retirement health care savings account upon retirement. No contributions to a post-retirement health care savings account shall be granted to any teacher discharged for cause by the District.

(b) Calculation of Amount of Lump Sum Payment: Eligible teachers shall have \$17,500, less any prior School District contributions to that teacher's post-retirement health care savings account that have been paid pursuant to Article VII, Section (B) below, paid into their post-retirement health care savings account.

(c) Payment Schedule: This benefit shall be paid by the District in a lump sum no later than June 30 in the year of retirement to the teacher's post-retirement health care savings account. If the retired Teacher dies before the benefit has been paid, the benefit shall be paid to the deceased Teacher's estate.

Subd. 2. Annual District Contributions to a Post-Retirement Health Care Savings Account: The District will make annual contributions in the following amounts to an eligible Teacher's post-retirement health care savings account:

<u>Completed Years of Service in Rockford</u>	<u>District Contribution</u>	
	2019-2020	2020-2021
1 st -5 th completed	No contribution	No contribution
Start of the 6 th -10 th completed	\$ 300	\$ 500
Start of the 11 th -15 th completed	\$ 500	\$ 750
Start of the 16 th and on	\$ 1200	\$ 1500

Changes will be effective for the 2020-2021 school year.

(a) Years of Service: All references to years of service in this agreement include time actually worked and do not include time spent on an uncompensated leave except that a child care leave of less than one year and which includes the use of paid sick leave shall count as time of service. Partial years worked will not count as increments in determining years of service.

(b) Eligibility:

Subd. 1. Years of Service. All full-time teachers beginning their sixth or greater year of teaching in the District are eligible for a District contribution to their post-retirement health care savings account. Matching starts at the beginning of the 6th full year in the district, increases at the beginning of the 11th full year in the district, and increases to the final matching amount at the beginning of the 16th full year in the district. Eligible teachers are required to participate.

Subd. 2. Part-Time Teachers. Part-time teachers who work at least half time shall be entitled to a pro-rata contribution.

Subd. 3. Effect of an Unpaid Leave on Eligibility. Otherwise eligible teachers will not receive a District contribution to their post-retirement health care savings account during a year in which they are on unpaid leave. In the case of teachers who begin unpaid leave during the school year, eligibility for participation shall cease as of the last day of paid leave or employment prior to the commencement of the unpaid leave.

(c) Payment Schedule: This benefit shall be paid by the District to the teacher's post-retirement health care savings account monthly during the school year. Teacher contributions will be deducted from the first twenty (20) pay periods of the school year and submitted with the district contribution monthly.

Subd. 3. Insurance Continuation. Retired Teachers who fulfill the conditions set forth in Minn. Stat. § 471.61, subd. 2b, as amended, shall be eligible to remain, at their own expense, in the District's group health and hospitalization insurance plans. The District shall notify teachers of this right prior to retirement.

ARTICLE IX

UNCOMPENSATED LEAVE

Section 1. Professional Development Leave: A leave of absence of up to two years may be granted to any Teacher upon written application for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities; foreign teaching programs; or a cultural or work program related to his/her professional position. Upon return from such leave, the Teacher shall be restored to the next step on the salary schedule above that at which he/she left and shall maintain the same fringe benefits to which he/she was entitled before taking said leave.

Section 2. Child Care Leave:

Subd. 1. Use: The District shall grant a child care leave of absence of up to twelve (12) months duration to any Teacher who makes written application for such leave. Child care leave shall be granted because of the need to provide parental care for a child of the teacher for an extended period of time, including cases of adoption. Such benefit shall apply to all Teachers.

Subd. 2. Request: A teacher making application for child care leave shall inform the District, in writing, of the request to take the leave at least three (3) calendar months before commencement of the intended leave. In the case of a child care leave of less than a three-month duration, the reference to a three-month prior notification is waived, but the teacher shall provide reasonable advance notice to the extent possible.

Subd. 3. Medical Statement: A teacher will provide, at the time of the leave application, a statement from the attending medical provider indicating the expected date of delivery when appropriate.

Subd. 4. Commencement: The beginning and ending dates of a child care leave shall be scheduled so as to coincide as closely as possible with some natural break in the school year, such as winter vacation, the end of a quarter, the end of a grading period, or the like.

Subd. 5. Duration: In making 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) 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. Reinstatement: A teacher returning from child care leave shall be reinstated in a position the teacher is licensed and qualified unless placed on unrequested leave of absence. A teacher will be allowed to return to his/her position prior to the previously agreed upon expiration date in the event of the death of a child.

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

Subd. 8. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits, except as provided in Article IX, Section 1, Subd. 3.

Section 3. Education Minnesota-Rockford Activities Leave: The District agrees to provide reasonable time off to elected officers or appointed representatives of EMR for the purposes of conducting the duties of EMR. EMR agrees to notify the Superintendent in writing at least 48 hours prior to the date for the intended use of such leave. It is understood and agreed that unless otherwise approved by the superintendent, no more than two Teachers shall be eligible to take such leave at the same time.

Section 4. Eligibility for Group Insurance Programs: A Teacher on an uncompensated leave of absence is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the Teacher wishes to retain, commencing with the beginning of the uncompensated leave. However, for a full-time Teacher whose uncompensated leave as provided for in this Agreement commences after the beginning of the school year, the District shall make additional contributions toward the premium for the health and hospitalization coverage previously chosen by the Teacher. The additional contributions shall be calculated as follows:

No. of duty days <u>Worked</u> x Total No. of duty days	Total annual District health - insurance contribution	Ins. Contrib. Already paid = on behalf of teacher	Additional Contribution
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Additional contributions towards the health and hospitalization insurance premium will first be used to continue the District's normal monthly contribution. If the District's additional contribution is less than a full month's insurance premium, the Teacher must pay the additional cost of the premium prior to the first of the month, or coverage will be terminated.

Section 5. Health Leave: A Teacher, who is unable to teach because of personal illness or disability will be granted an additional leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year, upon written request by the Teacher and acceptance by the School Board.

ARTICLE X

COMPENSATED LEAVE

Section 1. Sick Leave:

Subd. 1. Allowance: At the beginning of each school year, Teachers shall be credited with twelve (12) days of sick leave allowance and shall be furnished with a written statement setting forth their total accumulated sick leave.

Subd. 2. Accumulation: Unused sick leave days may accumulate from year to year up to a maximum of one-hundred and forty-four (144) days.

Subd. 3. Eligible Use: Sick leave with pay shall be allowed whenever a Teacher's absence is found to have been due to the teacher's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. At the time a Teacher becomes eligible to receive long-term disability compensation as provided in the Agreement, such Teacher shall no longer be eligible for any sick leave pay pursuant to this section as long as the Teacher receives long-term disability benefits. A teacher may use accrued paid sick leave for up to 12 weeks following the birth or adoption of a child, to run concurrently with leave entitlement under the FMLA, if eligible, and Minn. Stat. § 181.941. Teachers may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the teacher's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the teacher's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. The School District may limit the use of such leave as provided in Minn. Stat. § 181.9413.

Subd. 4. Medical Certification: If the District believes that a Teacher is abusing sick leave, it may require a Teacher 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. The District may require a Teacher to get a second medical certificate at District expense. In the event that a medical certificate or a second medical opinion will be required, the Teacher will be so advised.

Subd. 5. Deduction Of Used Days: Sick leave allowed shall be deducted from the accrued sick leave days earned by the Teacher.

Subd. 6. Off The Job Injury: Sick leave benefits described in the above Subdivisions shall not be payable in instances where the Teacher, while performing services for an employer other than the District, sustains an injury for which he/she is entitled to participate in the workers' compensation coverage maintained by such other employer.

Subd. 7. Workers' Compensation: Pursuant to M.S. Chapter 176, a teacher injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave. To fill the workers' compensation waiting period under Minn. Stat. § 176.121, a teacher who is unable to perform work duties and responsibilities due to an injury which occurs during the duty day as a result of a work-related incident will be entitled to compensation without use of sick leave for absences occurring within the first three (3) calendar days after the disability commenced.

Subd. 8. Approval: Sick leave pay shall be approved upon submission of a signed request, or other means as designated by the district.

Section 2. Emergency Leave: A Teacher may use up to three days of sick leave for each individual emergency which requires the Teacher's attention and cannot be attended to during non-duty time, even if the emergency occurs more than once in the school year.

Section 3. Bereavement Leave: A Teacher may use up to three days of sick leave for bereavement, if more than three days of absence from the job is required due to a death in the immediate family, the Teacher may request use of additional leave days. The Superintendent, or designated representative, shall have sole discretion as to granting or denying the request for more than three days of compensated absence. In the event additional leave days are not approved, the Teacher shall have 1/183 (total days) of his/her yearly salary deducted for each day of additional absence. The immediate family shall include: teacher's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent and those persons living in the same household.

One day per year may be used to attend a funeral of a relative or friend not stated herein provided that no more than three teachers will be excused to attend such a funeral. Additional day(s) may be granted with approval of the superintendent.

Section 4. Professional Leave:

Subd. 1: Eligible Use: The District agrees to provide upon written application by the Teachers and acceptance by the District the necessary funds for teachers who desire to attend selected professional conferences or for visitations of other schools. The final decision shall be at the discretion of the District. Travel, within Minnesota, meals, and registration fees shall be deemed appropriate expenses of the District as well as the cost of the substitute Teacher needed to relieve the participant. The Teacher will submit a written report regarding such conference. This provision is limited to two days per year per teacher.

Subd. 2. School District's Request: The District also agrees to provide the necessary funds for Teachers to attend selected professional conferences or visitations to other schools if done at the request of the District.

Section-5. Jury Duty Pay: A Teacher called for jury duty shall be compensated for the difference between the Teaching pay and the pay received for the performance of such obligation except the teacher shall retain any mileage or meal allowance paid by the court.

Section 6. Personal Leave: At the beginning of each school year, each Teacher shall be credited with two days to be used for the Teacher's personal leave. If a Teacher does not use his/her personal leave days during the school year, the unused personal leave day will accumulate as sick leave unless the Teacher submits in writing, on or before May 10th, a request to be compensated an additional salary equal to a substitute Teacher's daily rate of pay.

A personal day may be used for any reasonable purpose at the discretion of the Teacher. A Teacher planning to use a personal leave day shall notify the building principal in writing as early as possible but in any event at least 24 hours in advance, except in cases of emergency as determined by the District at its sole discretion. In case of an emergency for which 24 hours' notice cannot be given, the Teacher must give the reason for the absence.

Personal days may be used by no more than six Teachers and by no more than three Teachers per building at any one time on any given day. Written requests for personal days for any given day shall be granted according to the order in which such requests are received.

Personal days may not be taken the first day of the school year for students and the last day of the school year for students.

ARTICLE XI

HOURS OF SERVICE

Section 1. Basic Day: The basic Teacher's day shall be eight consecutive hours including a 25-minute duty free lunch period.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the District. The specific hours for each building will be designated by the District.

ARTICLE XII

WORK DAY

Section 1. Preparation Time: All teachers will have a minimum of 300 minutes of preparation time per week within the student contact day. Preparation time shall be scheduled in one or two blocks of time. Any assignment of an extra class must be mutually accepted by the Teacher for the assignment to be in effect.

ARTICLE XIII

LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: The teacher contract year shall consist of 183 days of which a maximum of 174 days shall be student contact days (a school day that requires student attendance as indicated in the annual school calendar). A minimum of four (4) (or 32 hours) days will be used for staff development purposes. The District shall solely decide the use of these four (4) staff development days or they may be divided as partial days to total 32 hours annually in 2 hours increments. At least one of the fall workshop days will be free of district meetings.

Teachers shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school.

Section 2. Emergency Closings: In the event of emergency school closings, Teachers will be expected to perform duties at school as follows:

1. In the event that school is announced as canceled before the students are assembled at the start of a day, Teachers will not be expected to report for that day. If they are already in their building, they may return home at their convenience.
2. If students are assembled for the beginning of a school day and school is subsequently closed for emergency reasons, the Teachers shall remain in their building under the direction of their building principal until dismissed by the Superintendent. In such a case, the Teacher shall receive a full day's salary regardless of the number of hours on duty.
3. In the event of an emergency closing, Teachers shall be consulted as to when such days will be made up, but the final decision shall be that of the District or its designated representative.

Section 3. Four-Day Work Week: The District will have the right to establish a four-day work week provided that the total number of hours per week of Teacher duty time will not be increased, and Teachers' preparation time shall not be decreased from the current practice. The District will meet and confer with EMR before implementing a four-day work week.

Section 4. Summer Extended Contract Pay: Teachers who perform teaching and other student support activities related to their contracted assignment in excess of the regular school calendar will be compensated on a pro-rata basis of the regular school year pay. The daily pro-rata basis shall be determined by dividing the individual regular school salary by the number of Teacher duty days. The hourly pro-rata basis shall be determined by dividing the daily pro-rata pay by the number of hours in the duty day.

Section 5. Hourly Contracted Pay: Teachers who work hourly in excess of the regular school day or year for the purpose of curriculum development and writing, preschool screening, technology, NCA, home-school tutoring, standards alignment, and other related educational assignments, will be compensated at the rate of \$25.00 per hour.

ARTICLE XIV

STAFF REDUCTION AND ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

Section 1. Unrequested Leave Of Absence: Both parties acknowledge that this Article constitutes the required plan under Minnesota Statutes 122A.40, subd. 10 for unrequested leave of absence. The board 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 of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

Section 2 Definitions: The following definitions shall apply to this Article:

Subd 1. Teacher: “Teacher” shall mean those members of the unit as defined by the Public Employee Labor Relations Act (“PELRA”) and this Agreement. For purposes of this section, “teacher” does not include Tier 1 and 2 licensed teachers, or ECFE/School Readiness teachers.

Subd 2. Qualified: “Qualified” shall mean a teacher who, in addition to the state license, has been assigned by the School District to teach in the subject matter or field within the past ten (10) years.

Section 3. Seniority: Seniority for purposes of ULA means date of board approval with the school district in a position requiring a license. In the event that a teacher resigns, retires, or otherwise ends employment with the School District, but is later rehired, the teacher’s seniority will reset to the date of board approval of the rehire. “Seniority” applies only to Tier 3 and 4 qualified continuing contract teachers. For seniority purposes, teachers employed as teachers on special assignment (“TOSA”), district-wide coordinators, or other positions outside of the field or subject matter classifications will be considered as part of the subject matter area most recently assigned prior to the special assignment, even if the special assignment was longer than the past ten (10) years.

Section 4. Filing Licenses and Preparation of Seniority Lists

Subd.1. Filing of Licenses: In any year in which the School District is placing teachers on unrequested leave of absence, only those teaching licenses actually received by the Superintendent’s office as of January 1 of that year are considered for purposes of determining layoff within areas of licensure. A license filed after January 1 will be considered for purposes of recall, but not for layoff.

Section 5. Establishment of Seniority List:

1. The District shall cause a seniority list (by name, date of employment, areas of licensure, and current assignment) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the District no later than January 15 of each year.
2. Any person whose name appears on such list and who may disagree with the findings of the District and the order of seniority in said list shall have ten (10) working days from the date of posting to supply written documentation, proof, and request for seniority change to the District.
3. Within ten (10) working days thereafter, the District shall evaluate any and all such written communications regarding the order of seniority contained in said list and

may make such changes the District deems warranted. A final seniority list shall thereupon be prepared by the District, which list as revised shall be binding on the District and any Teacher subject to the grievance procedure.

Each year thereafter, the District shall cause such seniority list to be updated.

Section 6. Unrequested Leave of Absence (“ULA”):

Subd. 1. Terms: The School Board may place on ULA, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate. Also, a teacher’s right to reinstatement shall terminate if a teacher fails to file with the Superintendent of Schools, by April 1 of each year, a written statement requesting reinstatement. Placement on ULA shall be effective at the close of the school year or at such earlier time as mutually agreed upon by the teacher, EMR, and the School Board.

Subd. 2. Placement: Teachers shall be placed on ULA in inverse order of seniority, in the field and subject matter(s) for which they are qualified as defined in Section 2, subdivision 2.

Subd. 3. Continuing Contract Teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed and qualified.

Subd.4. Tie Breaker: In the event of a staff reduction affecting Teachers who have a tie in seniority, the Teacher having the lowest teaching license file folder number as identified on the PELSB website will be deemed to be the most senior.

Section 7. Notice to Teachers: Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement on ULA by May 1 that:

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

Section 8. Realignment and Bumping: Nothing in this Article shall require the School District to reassign or transfer a more senior teacher to a different assignment in order to accommodate the seniority claims of a junior teacher proposed for ULA. Nor shall the School District be required to split existing assignments into separate part-time positions for the purpose of affecting the order in which teachers are placed on or recalled from unrequested leave of absence.

Subd. 1. Dropping of License: A teacher shall not be permitted to exercise seniority to displace another teacher by dropping a license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through realignment or bumping. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping or realignment rights to another licensure area.

Section 9. Right to a Hearing and Decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing only to determine that the appropriate teacher has been placed on unrequested leave of absence in accordance with Article XIV.

Subd. 1. Hearing: If a teacher requests a hearing regarding his/her proposed placement on ULA, such hearing shall be before a hearing officer selected by the School District from a list of arbitrators maintained by the Bureau of Mediation Services (BMS), and the hearing officer shall, after a hearing, make a recommendation regarding the proposed ULA to the School Board. Proposed placement on ULA shall not be subject to the grievance procedure under the Master Agreement.

Section 10. Benefits While on Leave. Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Section 11. Employment Rights during Leave: A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

Section 12. Continuing Contract Rights and Service Credits: The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

Section 13. Unemployment Benefits while on ULA: Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

Section 14. Reinstatement: A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed and qualified (as defined in Section 2, subd. 2). Reinstatement must be in the inverse order of placement on leave of absence. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

Section 15. Vacancies and Notification: No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept the position within 30 days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a tier 1 or tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

Subd. 1. Notices: When placed on ULA, a teacher must file his/her name, address, and e-mail address to which any notice of reinstatement or availability of position shall be mailed, with the School District's Superintendent. The School District's notification obligation is limited to the address filed with the Superintendent; the teacher on ULA is responsible to provide the School District with any address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Section 16. Vacancies and posting process: Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post, for a minimum of ten (10) days, notice of that available position. All postings shall be made to the District website and sent via e-mail to all licensed staff's district e-mail on the day the position is posted.-The available position shall not be filled during that time, except in the case of an emergency or immediate need. In such cases, no opening that must be filled immediately shall be filled until it has been posted for at least three (3) working days.

Subd. 1. Posting: The posting shall be made in each building, with a copy to the Union.

Subd. 2. Dates: Each posting shall indicate the date such notice is posted and the date the posting expires.

Subd. 3. Application: Teachers may apply for transfer, assignment, or reassignment to an available position provided they:

- i. make written application prior to the expiration date of the notice, and;
- ii. possess a valid license to teach in the subject area or grade level that requires such licensure.

Subd. 4: Summer Posting Rules: During the summer, the District shall send a copy of the posting to the Union and email the posting to all licensed staff. No vacancies shall be filled during the summer until July 15 for at least five (5) working days after the posting has been made. After July 15, vacancies must be posted for at least three (3) working days before being filled.

Subd. 5: Exceptions: Posting requirements shall not apply in cases where teachers on unrequested leave of absence have a right to positions that become vacant.

Subd. 6. Acceptance of Reinstatement: A teacher on ULA shall have fifteen (15) working days from the date of mailing or emailing of the notice in subd. 2 to accept reinstatement. Failure to accept, in writing, within such fifteen (15) working days period shall constitute a waiver on the part of the teacher to any and all reinstatement or employment rights.

Subd. 7. Expiration of Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of EMR, the School District and a qualified teacher.

Section 17. Effect: This Article shall be effective on the ratification date of this Master Agreement and shall be governed by its duration clause. This Article shall govern all teachers, as defined in Section 2, subd. 2 and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement.

ARTICLE XV

SUBSTITUTES

Substitute Duties: In an emergency or when a substitute Teacher cannot be obtained, Teachers will be assigned substitute duties if they desire and the District approves. Teachers will be paid for substitute duty at the rate of \$25.00 per clock hour (60 minutes), or may accumulate comp time in half-hour (30 minutes) increments. Upon request of the Teacher and pre-approval by the Supervisor, the Teacher may use comp time in 30-minute increments up to a full day (480 minutes).

ARTICLE XVI

RETIREMENT

Section 1. Severance:

Subd. 1. Eligibility: The School District shall provide a severance benefit for Teachers whose names are included in the signed letter on file in the district office and with EMR who are eligible for severance pay. No severance benefit shall be granted to any teacher discharged for cause by the District.

Subd. 2. Calculation of Severance Benefit: An eligible Teacher, upon retirement, shall receive as a severance benefit, an amount obtained by multiplying the number of the Teacher's unused accumulated sick leave days, up to a maximum of 77 days, times \$163.00 per day less any School District contributions to that teacher's deferred compensation plan.

Subd. 3. Payment Schedule: The severance benefit shall be paid by the District in a lump sum no later than June 30 in the year of retirement to the teacher's post-retirement health care savings account. If the retired Teacher dies before the severance benefit has been paid, the benefit shall be paid to the deceased Teacher's estate.

Section 2. Rehiring: Teachers, who resign upon retirement but are subsequently rehired, shall be appropriately placed on the salary schedule. They shall maintain sick leave, less the amount, if any, surrendered for the severance benefit under this article, and other fringe benefits which have accrued previous to the time at which they resign upon retirement.

Section 3. Retirement Notification: Teachers intending to retire will notify the District of their intent to retire by April 1st of the year of their retirement. Those who notify the district by February 1st of their intent to retire will receive a \$500 stipend.

ARTICLE XVII

DEFERRED COMPENSATION

Section 1. Deferred Compensation: The District will make matching contributions for an eligible Teacher to an approved deferred compensation plan in an amount not to exceed the following:

<u>Completed Years of Service in Rockford</u>	<u>Matching District Contribution</u>	
	2019-2020	2020-2021
1 st -5 th completed	No match	No match
Start of the 6 th -10 th completed	\$ 400	\$ 500
Start of the 11 th -15 th completed	\$ 725	\$ 900
Start of the 16 th and on	\$ 1800	\$ 2250

Changes will be effective for the 2020-2021 school year.

Section 2. Participation: Participation in the Deferred Compensation Plan (DCP) is voluntary. No staff member will be required to participate in the DCP.

Section 3. Years of Service: All references to years of service in this agreement include time actually worked and do not include time spent on an uncompensated leave except that a child care leave of less than one year and which includes the use of paid sick leave shall count as time of service. Partial years worked will not count as increments in determining years of service.

Section 4. Eligibility:

Subd. 1. Years of Service. All full-time teachers beginning their sixth or greater year of teaching in the District are eligible to participate in the DCP. The DCP shall be operated as a Section 403(b) Plan and a Section 457 Plan. Matching starts at the beginning of the 6th full year in the district, increases at the beginning of the 11th full year in the district and increases to the final matching amount at the beginning of the 16th full year in the district.

Subd. 2. Part-Time Teachers. Part-time teachers who work at least half-time shall be entitled to a pro-rata contribution.

Subd. 3. Effect of an Unpaid Leave on Eligibility. Otherwise eligible teachers will not be allowed to participate in the DCP during a year in which they are on unpaid leave. In the case of teachers who began unpaid leave during the school year, eligibility for participation shall cease as of the last day of paid leave or employment prior to the commencement of the unpaid leave.

Subd. 4. Notice. The District will notify teachers when they become eligible to participate in the DCP. Teachers will notify the District prior to August 1 of the amount they wish to contribute for the following year. The District will not be responsible for

matching funds for teachers ineligible through resignation, termination or the granting of a leave.

Subd. 5. Changes in the Amount of a Teacher's Annual Contribution.

Changes in individual contributions matched by District funds will be allowed only once a year.

Subd. 6. Teacher's Responsibility. It shall be each teacher's responsibility to insure that his/her DCP is in compliance with all provisions of state and federal laws and regulations. Maximum contributions established in law or regulations shall not be exceeded.

Section 5. District Obligation: The District's only obligation under this agreement is to contribute the appropriate amount to the teacher's deferred compensation plan. The District has no additional responsibility regarding the security of or financial loss resulting from these or subsequent investments. EMR and its members shall hold the District harmless in the event of any financial, legal or other difficulties encountered in the administration of this program. All concerns relating to the administration of these contributed funds shall be strictly a matter between the teacher and the service provider.

ARTICLE XVIII

EDUCATION MINNESOTA-ROCKFORD SECURITY

Section 1. Meetings: Meetings of EMR shall be scheduled through the District office and shall be held other than during the regular Teacher work day except for the six meetings which may be held in the morning prior to the beginning of the student day provided that such meetings conclude early enough so as to allow teachers to be on duty in their respective buildings by at least 25 minutes prior to the commencement of the student day.

Section 2. Reports: The School District agrees to furnish to EMR, in response to reasonable requests, all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all board meetings, the treasurer's reports, census and membership data, names and addresses of all teachers and salaries paid thereto. Mechanical or photo process copies of such information may be made by EMR at the expense of EMR.

ARTICLE XX

GRIEVANCE PROCEDURE

"Grievance" means a dispute or disagreement, between the School District and EMR, as to the interpretation or application of any term or terms of any contract required under the P.E.L.R.A.

STEP 1. In the event that EMR believes there is a basis for a grievance EMR shall meet on an informal basis with the administrator in an attempt to resolve the grievance within sixty (60) working days after the occurrence that gave rise to the grievance.

The term "working days" shall be defined as Monday-Friday excluding days when District offices are closed.

STEP 2. Following informal discussion with the administrator, if EMR believes a grievance still exists, EMR may invoke the formal grievance procedure using the form set forth in annexed Appendix A (or a facsimile of the form) signed by the EMR President or designee. A copy of the grievance form shall be given to the administrator within 15 working days of the first informal hearing. If the grievance involved more than one school building, it may be filed with the Superintendent or a representative designated by him/her.

Within 7 working days of receipt of the grievance, the administrator shall meet with the EMR in an effort to resolve the grievance. The administrator shall indicate his/her disposition of the grievance in writing within 7 working days of such meeting, and shall furnish a copy thereof to EMR.

STEP 3. If EMR is not satisfied with the disposition of the grievance, or if no disposition has been made within 7 working days of such meeting, the grievance may be transmitted to the Superintendent by the EMR President or designee. Within 7 working days the Superintendent or his/her designee shall meet with EMR on the grievance and shall indicate his/her disposition of the grievance in writing within 7 working days of such meeting, and shall furnish a copy thereof to EMR.

STEP 4. If EMR is not satisfied with the disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within 7 working days of such a meeting, the grievance shall be transmitted to the District by filing a written copy thereof with the School Board by the EMR President or designee. The Board (or its designee), no later than its next regular meeting, shall meet with EMR. Disposition of the grievance in writing by the Board shall be made no later than 7 working days thereafter. A copy of such disposition shall be furnished to EMR.

STEP 5. If EMR is not satisfied with the disposition of the grievance by the District, or if no disposition has been made within the period above provided, the grievance may be submitted before an impartial arbitrator by the EMR President or designee. Either party may request a list of arbitrators from the Bureau of Mediation Services, providing such request is made within twenty (20) working days after the board's disposition of the grievance. The arbitrator shall have not 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. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

The fees and expenses of the arbitrator shall be shared equally by the parties. Processing of all grievances shall be during the normal work day whenever possible, and Teachers shall not lose wages due to their necessary participation. For purposes of this paragraph, Teachers entitled to wages during their necessary participation in a grievance proceeding are as follows:

1. The number of Teachers equal to the number of persons participating in the grievance proceeding on behalf of the District; or

2. If a number of persons participating on behalf of the District is less than three, three teachers may still participate in the proceedings without loss of wages.

The parties by mutual written agreement, may waive any step, and extend any time limits in the grievance procedure. However, failure to adhere to the most recently agreed upon time limits will result in a forfeit of the grievance by either party. In the event a grievance is filed after May 15 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 a grievance prior to the end of the school term or as soon thereafter as possible.

Any claim or grievance arising prior to the expiration date of this contract may be processed through the grievance procedure until resolution.

No reprisals of any kind will be taken by the District or the school administration against any Teacher because of his/her participation in this grievance procedure.

ARTICLE XX

MEET AND CONFER

EMR shall select representatives to meet and confer with the representative or committee of the District on items not included in the definition and terms and conditions of employment. The District representative or committee shall meet with the EMR representatives at least every four months, if requested by the EMR representatives.

ARTICLE XXI

PUBLIC OBLIGATION

Section 1. Job Action: If other District employees engage in a strike, Teachers will not participate in a slowdown, work stoppage or sympathy strike, even if permitted by law.

Section 2. Work Requirement: Teachers will not be required to do any work that Teachers do not regularly perform for the duration of a strike by another bargaining unit.

ARTICLE XXII

RETROACTIVITY

Section 1. Duration: This Agreement shall remain in full force and effect from July 1, 2019 through June 30, 2021 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice to such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the District and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

Section 5. Publication: Within 21 days after this Agreement is reached by the parties, the District shall prepare and print five (5) official copies and provide an electronic copy to EMR for distribution to the Teachers.

ARTICLE XXIII

EARLY CHILDHOOD FAMILY EDUCATION TEACHERS/SCHOOL READINESS TEACHERS

Section 1. The terms and conditions for ECFE and School Readiness teachers will be the same as those agreed upon in the Teacher's Master Contract unless specified in this article.

Section 2. Statutory Considerations: Pursuant to Minn. Stat. § 122A.26, an Early Childhood Family Education (ECFE) teacher who teaches in an ECFE program which is offered through a community education program which qualifies for community education aid or ECFE aid must meet licensure requirements as a teacher. School Readiness (SR) teachers required by the District to hold an appropriate licensure with the Professional Educator Licensing and Standards Board will be entitled to the terms and conditions of this agreement, except as modified or defined in this Article. However, M.S. 122A.26 specifically provides that such licensure shall not be construed to bring such ECFE or SR teachers within the definition of a teacher for purposes of Minn. Stat. § 122A.40 Subd. 1.

Section 3: Hours of Service, Duty Day, Duty Week, and Duty Year: Recognizing the unique, changing, variable and market driven nature of the ECFE and SR programs, the hours of service, duty day, duty week, and duty year for ECFE/SR teachers shall be as assigned by the School District and may be modified from time to time based upon the needs and fiscal limitations of the ECFE/SR programs.

Section 4: Compensation: ECFE/SR teachers shall be compensated pursuant to the rates identified in Schedule E.

Subd 1. Level Advancement: ECFE/SR teachers will advance one level provided that the ECFE/SR teacher has rendered a minimum of 728 hours of paid service in the previous school year. Teachers who work less than 728 hours per year will advance a level on the subsequent July 1 when paid service equals 728 hours since last advancement.

Section 5. Leaves:

Subd. 1. Sick Leave: ECFE/SR teachers working 30 or more hours per week will be granted sick leave on a prorated basis per the Master agreement.

Leave will be calculated by: number of hours of ECFE/SR teacher's assignment divided by the number of hours for a full time teacher (1.0 FTE), multiplied by the number of hours of leave for a full-time teacher (1.0 FTE). Unused sick leave days may accumulate from year to year up to a maximum of 50 days. (ECFE/SR teachers who previously qualified for twelve (12) sick days prior to this Agreement will continue to be granted twelve (12) sick days per year. These teachers shall not lose any already-accrued sick days if their existing accrual exceeds 50 days, but shall not accumulate additional days beyond the 50 day maximum.)

Subd. 2. Personal Leave: ECFE/SR teachers working 30 or more hours per week will be granted personal business leave on a prorated basis per the Master agreement. Leave will be calculated by: number of hours of ECFE/SR teacher's assignment divided by the number of hours for a full time teacher (1.0 FTE), multiplied by the number of hours of leave for a full-time teacher (1.0 FTE). No more than 1 ECFE/SR teacher will be granted personal leave on any given day, except in the case of an emergency. (ECFE/SR teachers who qualify for personal leave during the 19-20 school year, will be granted two (2) personal days.)

Subd. 3. Workers' Compensation: ECFE/SR teachers working 30 or more hours per week will have access to workers' compensation benefits on a prorated basis pursuant to the terms of Article IX, Section 1, Subd. 7. Prorated leave will be calculated using the same formula for sick leave in subdivision 1.

Subd. 4. Emergency Leave: ECFE/SR teachers working 30 or more hours per week will have access to Emergency Leave on a prorated basis pursuant to the terms of Article X, Section 2. Prorated benefits will be calculated using the same formula for sick leave in subdivision 1.

Subd. 5. Bereavement Leave: ECFE/SR teachers working 30 or more hours per week will have access to Bereavement Leave on a prorated basis pursuant to the terms of Article X, Section 3. Prorated benefits will be calculated using the same formula for sick leave in subdivision 1.

Section 6: Group Insurance: ECFE/SR teachers working 30 or more hours per week will be granted group insurances, health and hospitalization, health savings account, long term disability, dental, and term life insurance on a prorated basis per the Master agreement. The prorated percentage of premiums paid by the District will be calculated by: number of hours of ECFE/SR teacher's letter of assignment divided by the number of hours for a full time teacher (1.0 FTE).

Section 7. Probationary Period: The probationary period for ECFE/SR teachers shall be three (3) consecutive school years of service with each year consisting of a minimum of 120 days of actual teaching service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE/SR teacher, and the ECFE/SR teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE/SR teacher may be disciplined, suspended or discharged only for just cause, subject to ARTICLE XIX, Grievance Procedure and ARTICLE V, Section 5 and 6, Investigation and Discipline.

Section 8. Applicable Sections of the Master Agreement: ECFE/SR teachers shall be covered by the following articles of the Master Agreement:

ARTICLE I, PURPOSE,
ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE,
ARTICLE III, DEFINITIONS,
ARTICLE IV, SCHOOL DISTRICT RIGHTS,
ARTICLE V, TEACHER RIGHTS,
ARTICLE IX, UNCOMPENSATED LEAVE,
ARTICLE XVII, DEFERRED COMPENSATION,
ARTICLE XVIII, EDUCATION MINNESOTA-ROCKFORD SECURITY
ARTICLE XX, MEET AND CONFER
ARTICLE XXI, PUBLIC OBLIGATION,
ARTICLE XXII, RETROACTIVITY

Section 9. Sections of the Master Agreement Not Applicable: ECFE/SR teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed teachers:

ARTICLE VI, BASIC SCHEDULES AND RATES OF PAY,
ARTICLE VIII, GROUP INSURANCE,
ARTICLE X, COMPENSATED LEAVE,
ARTICLE XI, HOURS OF SERVICE,
ARTICLE XII, WORK DAY,
ARTICLE XIII, LENGTH OF THE SCHOOL YEAR,
ARTICLE XIV, STAFF REDUCTION AND ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT
ARTICLE XV, SUBSTITUTES,
ARTICLE XVI, RETIREMENT
ARTICLE XIX, GRIEVANCE PROCEDURE (only inapplicable to probationary ECFE/SR teachers, consistent with Section 7)

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

FOR
EDUCATION MINNESOTA - ROCKFORD

Stacy Welt
Co-President, EMR

Jennifer Sprague
Co-President, EMR

Holly Bjorn
Negotiations Chair, EMR

FOR
INDEPENDENT SCHOOL DISTRICT NO. 883

Amy M. Elia
Chair

Jessica Jensen
Clerk

Shane Dean
Superintendent

Dated this 18 day of June
_____, 2020

Dated this 26 day of June
_____, 2020

APPENDIX A
GRIEVANCE REPORT FORM

Name _____ Building _____

Assignment

Date Grievance Filed

Grievance Filed at What Step?

Date Grievance Occurred:

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated _____ Signature of EMR _____

2019-20 Salary Schedule

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	PhD/EdD
1	38,514	39,437	40,359	41,179	42,717	43,844	44,972	46,458	49,277
2	39,283	40,206	41,128	41,948	43,486	44,613	45,741	47,227	50,046
3	40,052	40,974	41,897	42,717	44,254	45,382	46,509	47,996	50,814
4	40,821	41,743	42,666	43,486	45,023	46,151	47,278	48,713	51,583
5	41,589	42,512	43,434	44,254	45,792	46,919	48,047	49,533	52,352
6	42,358	43,281	44,203	45,023	46,561	47,688	48,816	50,302	53,121
7	43,691	44,613	45,536	46,356	47,893	49,021	50,148	51,634	54,453
8	44,716	45,638	46,561	47,381	48,918	50,046	51,173	52,659	55,478
9	45,741	46,663	47,586	48,406	49,943	51,071	52,198	53,684	56,503
10	46,766	47,688	48,611	49,431	50,968	52,096	53,223	54,709	57,528
11	47,791	48,713	49,636	50,456	51,993	53,121	54,248	55,734	58,553
12	48,816	49,738	50,661	51,481	53,018	54,146	55,273	56,759	59,578
13	49,841	50,763	51,686	52,506	54,043	55,171	56,298	57,784	60,603
14	50,866	51,788	52,711	53,531	55,068	56,196	57,323	58,809	61,628
15	51,891	52,813	53,736	54,556	56,093	57,221	58,348	59,834	62,653
16	53,531	54,453	55,376	56,196	57,733	58,861	59,988	61,474	64,293
17		55,683	56,606	57,426	58,963	60,091	61,218	62,704	65,523
18			57,836	58,656	60,193	61,321	62,448	63,934	66,753
19				59,886	61,423	62,551	63,678	64,959	67,983
20				61,116	62,653	63,781	64,908	66,394	69,213
21				62,346	63,883	65,011	66,138	67,624	70,443
22				63,576	65,113	66,241	67,368	68,854	71,673
23				64,806	66,343	67,471	68,598	70,084	72,903
24						68,701	69,828	71,314	74,133
25							71,058	72,544	75,363
26								73,774	76,593
27								75,004	77,823
28								76,234	79,053

SCHEDULE A

2020-21 Salary Schedule

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	PhD/EdD
1	40,050	40,991	41,932	42,768	44,336	45,486	46,636	48,152	51,027
2	41,529	42,470	43,411	44,604	46,172	47,322	48,523	50,294	53,067
3	43,008	43,949	44,890	46,440	48,008	49,158	50,410	52,436	55,107
4	44,487	45,428	46,369	48,276	49,844	50,994	52,297	54,578	57,147
5	45,966	46,907	47,848	50,112	51,680	52,830	54,184	56,720	59,187
6	47,445	48,386	49,327	51,948	53,516	54,666	56,071	58,862	61,227
7	48,924	49,865	50,806	53,784	55,352	56,502	57,958	61,004	63,267
8	50,403	51,344	52,285	55,620	57,188	58,338	59,845	63,146	65,307
9	51,882	52,823	53,764	57,456	59,024	60,174	61,732	65,288	67,347
10	53,361	54,302	55,243	59,292	60,860	62,010	63,619	67,430	69,387
11	54,840	55,781	56,722	61,128	62,696	63,846	65,506	69,572	71,427
12		57,260	58,201	62,964	64,532	65,682	67,393	71,714	73,467
13			59,680	64,800	66,368	67,518	69,280	73,856	75,507
14			59,680	66,636	68,204	69,354	71,167	75,998	77,547
15			59,680	66,636	68,204	71,190	73,054	78,140	79,587
16			59,680	66,636	68,204	71,190	73,054	78,140	79,587
17			59,680	66,636	68,204	71,190	73,054	78,140	79,587
18			62,180	66,636	68,204	71,190	73,054	78,140	79,587
19				69,136	70,704	71,190	73,054	78,140	79,587
20						73,690	75,554	80,640	82,087

**Schedule C
2019-20 and 2020-21**

	Head	Assist	C/9th	7&8
Football	\$5,732	\$3,326	\$3,326	\$2,217
Volleyball	\$4,732	\$3,001	\$3,001	\$1,893
Soccer (Boys/Girls)	\$4,732	\$3,001	\$3,001	\$1,893
CC	\$4,434	\$2,401	\$2,401	\$1,893
Tennis (Boys/Girls)	\$4,434	\$2,401	\$2,401	\$1,893
Basketball (Boys/Girls)	\$5,218	\$3,326	\$3,326	\$2,217
Wrestling	\$4,948	\$3,055	\$3,055	\$2,217
Gymnastics	\$4,948	\$3,055	\$3,055	\$2,217
Baseball	\$4,732	\$3,001	\$3,001	\$1,893
Softball	\$4,732	\$3,001	\$3,001	\$1,893
Track (Boys/Girls)	\$4,732	\$3,001	\$3,001	\$1,893
Golf (Boys/Girls)	\$4,434	\$2,401	\$2,401	\$1,893
Cheerleading	\$3,326			
Danceline	\$3,542			
Band (jazz, marching, contests)	\$3,542			
Pep Band	\$919			
Choir (chamber, contests)	\$3,542			
Musical-Director	\$3,542			
Musical-Music Director	\$3,542			
Musical-Middle School	\$3,542			
3-Act	\$3,542			
1-Act	\$2,217			
Speech Head	\$3,326			
Speech Assist	\$2,217			
Yearbook HS	\$3,975			
Yearbook MS	\$1,676			
Yearbook ES	\$568			
St. Council HS	\$1,325			
St. Council MS	\$1,109			
St. Council ES	\$892			
Class Adv 9	\$568			
Class Adv 10	\$568			
Class Adv 11	\$568			
Class Adv 12	\$568			
NHS	\$1,109			
Productions Director	\$2,217			
Mock Trial	\$1,676			
FFA (2)	\$3,326			
Robotics	\$1,676			
Summer Marching Band	\$892			
HS Link (4)	\$568			
MS Link (Web) (4)	\$568			
Pit Orchestra	\$1,109			

SCHEDULE E

Early Childhood Family Education/School Readiness

Teacher's Rate Schedule

2019-2020		2020-2021	
Levels	Rate	Levels	Rate
Base 0	\$ 26.18	Base 0	\$26.44
1	\$ 26.48	1	\$26.74
2	\$ 26.78	2	\$27.04
3	\$ 27.08	3	\$27.34
4	\$ 27.38	4	\$27.64
5	\$ 27.73	5	\$27.99
6	\$ 28.08	6	\$28.34
7	\$ 28.43	7	\$28.69
8	\$ 28.78	8	\$29.04
9	\$ 29.13	9	\$29.39
10	\$ 29.53	10	\$29.79
11	\$ 29.93	11	\$30.19
12	\$ 30.33	12	\$30.59
13	\$ 30.73	13	\$30.99
14	\$ 31.13	14	\$31.39
15	\$ 31.53	15	\$31.79
16	\$ 31.93	16	\$32.19
17	\$ 32.33	17	\$32.59
18	\$ 32.73	18	\$32.99

Increases per Level
\$.30 levels 0-4
\$.35 levels 5-9
\$.40 levels 10+

Level Advancement: ECFE/SR teachers will advance one level provided that the ECFE/SR teacher has rendered a minimum of 728 hours of paid service in the previous school year. Teachers who work less than 728 hours per year will advance a level on the subsequent July 1 when paid service equals 728 hours since last advancement, Section 4, Subd. 1 ECFE/SR Teachers Article XXIII.

MEMORANDUM OF AGREEMENT
BETWEEN ISD #883 AND EDUCATION MINNESOTA-ROCKFORD

This letter is to confirm an agreement between the School District and EMR regarding hours of service for the 2020-2021 school year.

Staff Meetings-- Each building principal may plan to hold a staff meeting, up to 45 minutes beyond the teacher's basic day, for a maximum of two (2) times per month during the academic school year as part of the teacher's contracted pay. Teachers may adjust their duty day 15 minutes to arrive later or leave early when needed.

- Teachers will be notified at least 1 week prior to scheduled sessions for personal planning purposes.
- This meeting shall take the place of the weekly staff meeting.
- Duration of MOA is the 2020-2021 school year.

x Holly Blom 6/18/20
x Jennifer Sprague 6/18/20
x Stacy Hill 6/18/20

Amy Melon 6/24/2020
A6
Frank Dea 6/26/2020