

MASTER AGREEMENT  
BETWEEN THE  
BOARD OF EDUCATION  
OF  
SCHOOL DISTRICT NO. 750  
AND  
THE EDUCATION MINNESOTA-ROCORI  
2019-2021

BOARD APPROVED: September 9, 2019

MASTER AGREEMENT BETWEEN THE BOARD OF EDUCATION OF SCHOOL  
DISTRICT NO. 750  
AND  
THE EDUCATION MINNESOTA-ROCORI

ARTICLE I  
PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the school board of Independent School District No. 750, Cold Spring, Minnesota, hereinafter referred to as the school district, and the EDUCATION MINNESOTA-ROCORI, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act, 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 school district recognizes the EDUCATION MINNESOTA- ROCORI as the exclusive representative of teachers employed by the school board of Independent School District No. 750, which 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 teachers of the district under written contract as defined in this Agreement and as prescribed by the P.E.L.R.A.

ARTICLE III  
DEFINITIONS

Section 1. Teacher: The word Teacher shall mean all persons in the appropriate unit employed by the school board in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, and supervisory employees.

Subd. 1. Full time Teacher: A Full Time Teacher shall be defined as a teacher employed by the school district under the terms of the full-day, full year contract described in Article XII, Hours of

Service. Full time will mean any salaried teacher employed by the District for at least the equivalent of a full school day and year under an individual salaried contract or any combination of individual salaried contracts.

Subd. 2. Part Time Teacher: A Part Time Teacher shall be defined as a teacher employed by the school district specifying basic teaching duties that are less than those of a Full Time Teacher as defined above.

Subd. 3. Employment after the school year begins: Benefits will be prorated for any teacher hired after the school year begins.

Section 2. Seniority: "Seniority" is earned by any teacher commencing with his/her date of continuous employment during the normal school year and normal school day in the School District and shall exclude teachers employed by another school district or agency. Only service during the normal school year and normal school day as defined in the Master Agreement shall count toward seniority. A part-time salaried teacher will accrue seniority on a pro-rata basis. A teacher shall not accrue seniority while on long-term or unrequested leave but shall retain seniority already accrued. When seniority is used as the determining factor in this contract, the most senior teacher will have priority.

Section 3. School District: For the purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Teacher Representative: The exclusive representative may designate a teacher in each school building as a teacher representative for the exclusive representative. The building principal and the teacher representative may meet outside of normal school hours for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise pertaining to the Agreement. The meetings are not intended to bypass the grievance procedure.

Section 5. Terms: Terms in this Agreement shall have those meanings as defined by the P.E.L.R.A.

#### ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the school district is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall

budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Managerial Responsibilities: The exclusive representative recognizes the right and obligation of the school district to manage and conduct the operation of the school district within its legal limitations.

Section 3. Effect of Laws, Rules, Regulations, Directives and Orders: The exclusive representative recognizes that all employees covered by this Agreement shall perform those duties governed by the laws of the State of Minnesota and by school district rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school district and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school district insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provisions of this agreement found to be in violation of any such laws, regulations, directives or orders shall be null and void and without force and effect.

## ARTICLE V TEACHER RIGHTS

Section 1. Right to Views: Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions of 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 if there be one; nor shall it be construed to require any public employee 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 terms and conditions of employment for such teachers with the school district or its designated representative.

Section 3. Request for Dues Check Off: Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the union. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become

effective. The District agrees to implement all the terms of dues-checkoff authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.

When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing, and forwarded to the Payroll Office within that week.

Section 4. Access to membership lists: By October 1 of each school year, the District shall provide in electronic form to the Union the names, addresses, telephone numbers, e-mail address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. For employees hired after October 1, this information will be provided to the Union within seven (7) calendar days following School Board approval of the employee's employment.

Section 5. Access to worksites: Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

Section 6. Teaching Assignments and Vacancies:

Subd. 1. Assignment: Teachers will be notified of tentative assignments by May 15th or two weeks before the last student day, whichever is later, immediately preceding the school year in which the assignment is to become effective.

Subd. 2. Vacancies: Should a teaching position become open or available within the district, the position shall be posted as a vacant position.

Subd. 3. Postings: Immediate vacancies occurring in the district from the beginning of the school year through June 30th shall be posted for seven calendar days. Vacancies occurring between

July 1 and the beginning day of school, may be filled at the board's discretion, without a seven day application period.

Subd. 4. Transfers and Reassignments:

A. Definitions

A **transfer** is considered to be a placement or assignment of a teacher who has been teaching in one (or more) building (s) into a different school building (s).

**Reassignment** is defined as a change or movement of a teacher from one grade level to another at the elementary level or from one academic discipline area to another at the secondary level. Reassignment refers to the primary or core instructional duties of the teacher excluding enrichment, homeroom, or other duties.

Reassignment is not considered to have happened, however, when a secondary teacher shifts the instructional content or subject(s) within the same field or academic discipline (algebra to geometry, for example, in mathematics) or when a specialist (elementary music, art, media, physical education, etc.) or special education teacher is assigned to an additional grade level(s).

B. Teacher Requests for Transfer or Reassignment

Teachers who desire a change in grade or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent, through the building principal. Such statement shall include the grade or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred.

Such requests for transfers and reassignments for the following year shall be submitted no later than April 20. Such requests shall be considered within the determination of district staffing patterns and procedures but the transfer or reassignment shall be at the discretion of the school district.

C. Vacancies Creating a Need for Transfer or Reassignment

Should the need arise, through a vacant position, to transfer or reassign teachers from one position to another or from one school building to another for the following school year, the position shall be posted as a vacant position.

Teachers who desire to apply for the vacancy shall make a written request to the superintendent of schools or his/her designee within two calendar week days from the date appearing on the vacancy posting.

The granting of such request shall be at the discretion of the School Board or its designee.

D. District Responsibility in Transfer and Reassignment

The school board reserves the right to transfer or reassign teachers based on the overall educational needs and direction of the school district. The ability of the district to transfer or reassign teachers, with or without specific vacancies, is not (unless specifically identified) otherwise limited by the provisions within this section. The superintendent will consider seniority, major and minor fields of study, and other pertinent criteria when transferring or assigning teachers.

Prior to the district's transfer or reassignment of a teacher, the superintendent, building principal, and a designated exclusive representative will confer with the teacher regarding the nature and reason for the transfer or reassignment or denial of the request for transfer or reassignment. A meeting is not required when a teacher requests, applies for, or interviews for a vacant position. A teacher may elect, in writing, not to have a reassignment meeting.

Section 7. Teacher Discipline:

Subd. 1. Purpose: Disciplinary action shall be imposed on teachers only for just cause and all disciplinary actions are subject to the grievance procedure established by this contract. Teachers are defined by Article III, Section 1.

- A. This article covers all teachers in the bargaining unit. Members of the bargaining unit being considered for dismissal shall be covered by Minnesota Statute.

Subd. 2. Disciplinary Action:

- A. All disciplinary action, where possible and appropriate, shall be corrective in nature and not punitive. Any disciplinary action shall include only the following and other corrective actions permitted by Minnesota statute, but will not necessarily be applied in this order:

Oral warning/ reprimand, OR

Written warning/reprimand (which include letters of expectation and letters of directives), OR

Suspension with pay, OR

Suspension without pay, OR

Withholding of step and/or lane advances, OR

Dismissal.

B. Association Representation: The school district shall not meet with an employee for the purpose of questioning the employee during a formal investigation which is anticipated to lead to the suspension or dismissal without first offering the employee an opportunity for Association representation. Should the employee decide to waive the right to representation, the employee shall do so in writing, after notifying the exclusive representative of their intent to do so. A copy of such waiver shall be furnished to the local Association president or designated representative. The employee shall be advised of the nature of the allegation(s) prior to questioning.

C. Reprimands: If an administrator has reason to reprimand an employee, it shall, if possible, be done in such a manner that will not embarrass the employee before other employees, students, or the public.

D. Identifying Reprimands: Reprimands shall be identified as such at the time disciplinary action is administered. All written reprimands shall become part of the employee's permanent personnel file.

E. Notification: A copy of a written reprimand shall be given to the employee prior to having such reprimand placed in the personnel file.

Subd. 3. Procedure for Suspension of Continuing Contract Teachers and Non Continuing

Contract Teachers: The District shall not propose suspension of any teacher without just cause. When a suspension is intended, the School District shall, before or at the time the action is taken, notify the employee in writing of the intended action and the specific reason(s) for such action.

The Association, or the employee, shall have the right to take up the suspension at the second (2nd) step of the grievance procedure and the matter shall be handled in accordance with this



procedure. No suspension shall become a suspension without pay until an arbitrator's hearing is held, as specified by Minnesota statute.

Subd. 4. Personnel File: An employee's personnel file shall contain only materials that are related to his/her employment.

Initial infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel file.

Each employee shall be promptly furnished with a copy of all evaluative and disciplinary entries into his/her permanent personnel file. All entries shall be dated and signed. An employee shall have the right to place in his/her personnel file, a written response which shall be attached to the relevant document. Such responses must be submitted in a timely fashion. Employees may make a written appeal to the Superintendent to remove an entry from their personnel file which they feel is no longer appropriate. With approval of the Superintendent such an entry may be removed, provided that no further disciplinary action has been taken or is anticipated.

Materials in the employee's personnel file, upon the employee's request and following a clear demonstration by the employee that such material is incomplete or inaccurate, are to be immediately corrected, or, if false, immediately expunged from the file.

The contents of an employee's permanent personnel file shall be disclosed to the employee and to the employee's Association representative upon the written request of the employee. Upon written request by the employee, copies of such materials shall be provided to the employee at the expense of the employee or the Association.

Subd. 5. Investigation Meetings: In order that no unwarranted disciplinary action will take place against an employee, the District will make an appropriate investigation of any alleged violation of the Agreement, rules and regulations, laws or other restrictive edicts affecting an employee that could be sufficient cause for possible suspension or dismissal. If the evidence indicates that there may be sufficient cause for such disciplinary action, the involved employee will be informed that the investigation will continue and that the employee may be involved.

## Section 8. Shared Teachers:

Subd. 1. Definition: A teacher who is employed by District 750 and is assigned to teach in another district is a shared teacher.

Subd. 2. Retention Rights: A shared teacher shall retain all rights and terms and conditions of employment as called for under this Master Agreement.

Subd. 3. Additional Time: A shared teacher who is required to work extra days or additional hours because of different school calendars or schedules shall be paid on a pro rata basis for the additional time worked.

Subd. 4. Mileage: Shared teachers shall be authorized one round trip per day between work stations.

Subd. 5. Assignment: Assignment of shared teachers shall be in accordance with Article V, Section 4.

Subd. 6. Extra Assignment: A shared teacher may be assigned extra curricular duties only in the employing district.

## Section 9. Site-Based Decision-Making:

Subd. 1. The Board and the Association agree that programs which provide increased opportunities for teacher involvement in building-level decision-making (i.e., site-based decision-making) can foster the collegial exchange of ideas and information so necessary for effective professional practice and can improve the educational process. Accordingly, the parties agree to explore and encourage the development and implementation of site-based decision-making programs in the school district.

Subd. 2. The collective bargaining agreement will remain in full force and effect and have full application to the employees who are affected by a site-based decision-making program. If any aspect of a site-based decision-making program is contrary to the terms of the collective bargaining agreement, said aspect will not be implemented unless a waiver is obtained from the association and the district. If such a waiver is obtained, the collective bargaining agreement will be deemed modified only to the extent necessary to implement this aspect of the program.

ARTICLE VI  
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher or the exclusive representative resulting in a dispute or disagreement between the teacher employee or the exclusive representatives and the school district as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The teacher, administrator, or school board may be represented during any step of the procedure by a person(s) or agent(s) designated by such parties to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified by this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday. The number of days at each level shall be considered the maximum length of time and every effort should be made to expedite the process.

Subd. 4. Filing and Postmark: The filing or service or any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall be submitted in writing on forms provided by the school district to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed waiver thereof. Failure to appeal a grievance from one level to another within the time periods

hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the school district's designee.

Section 5. Adjustment of Grievance: The school district and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within five (5) days after receipt of the appeal. Within five (5) days after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board or its designated representative, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance no later than the second regularly scheduled school board meeting within fifteen (15) days, which ever comes first, after receipt of the appeal. Within seven (7) days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision in writing not later than seven (7) days following the meeting.

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the school board or its representative to issue a decision at Level I or Level II within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8. Arbitration Procedure: In the event that the teacher and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be filed in writing with the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to Minnesota statute, providing such request is made within fifteen (15) days after request for arbitration. The request shall ask that the appointment be made within ten (10) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- A. Upon appointment of the arbitrator, the appealing party and school board or its designee shall forward to the arbitrator and the other party the submission of the grievance which shall include the following:
- 1) The issue involved
  - 2) Statement of the facts
  - 3) Position of the grievant
  - 4) Position of the school board
  - 5) The written documents relating to Article VI, Section 5 of the grievance procedure

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue before the arbitrator.

Subd. 6. Decision: The decision by the arbitrator shall be rendered in writing within twenty (20) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of grievance arbitration decisions as provided by in the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall equally share 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 arbitrator.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievance properly before the arbitrator pursuant to the terms of this procedure.

## ARTICLE VII RATES OF PAY

Section 1. 2019-2020 Rates of Pay: The wages and salaries reflected in Schedule A and the 2019-2020 Salary Guide for Certificated Personnel, attached hereto, shall be part of the Agreement and effective only for the 2019-2020 school year.

Section 2. 2020-2021 Rates of Pay: The wages and salaries reflected in Schedule B and the 2020-2021 Salary Guide for Certificated Personnel, attached hereto, shall be part of the Agreement and effective only for the 2020-2021 school year.

ARTICLE VIII  
EXTRA COMPENSATION

Section 1. Extra-Curricular Guides: The salaries reflected in Schedule C and D, attached hereto, shall be part of the Agreement.

Section 2. Travel Allowance: The rate reflected in Schedule E, attached hereto, shall be part of the Agreement.

Section 3. Intra district Credit: Recognizing that at times it is beneficial for District 750 to call upon staff to participate in workshops or similar activities beyond the normal work day or school calendar, intra district credit will be awarded in the following manner:

Subd. 1. No credit shall be granted for normal contracted or compensated time.

Subd. 2. Credit for time accumulated may be used for intra district credit and will apply towards credit for a lane change on the salary schedule. Normally, one intra district credit will be awarded for each ten (10) hours of approved activity.

Subd. 3. In all cases, course requirements and activities leading to intra district credit must be approved in advance by the district superintendent.

Section 4. Induction and Mentoring of New Staff: Because of the nature of a mentoring relationship, duties related to the roles of Proximity Mentor and Instructional Coach will include activities during and outside the contracted school day. All responsibilities of the roles are included in the stipend provision.

Subd. 1. Building Proximity Mentor Position Description: Proximity Mentors will provide collegial interaction and support for teachers in the induction program. They are a building level peer to help answer questions of the building or help with immediate needs. They serve as a “building buddy.” Proximity Mentors will meet with teachers in the induction program on a regular basis for collegial interaction and support. These mentors will be assigned by the building principal.

A. Responsibilities:

- 1) Supports probationary teacher as needed at building level
- 2) Meets regularly with probationary teacher to help and support
- 3) One informal peer observation (expected during the second trimester of the school year)

B. Compensation: \$600 for year (Amount will be \$300 without an approved QComp plan)

Subd. 2. Curriculum and Instruction Strength Coach Position Description: Curriculum and Instructional Strength Coaches will assist with training and professional growth in their area of expertise when teachers in the induction program have an identified need. Mentors will be selected through an application process with Curriculum and Instructional Coaches determined by joint agreement of the President of Education Minnesota – Rocori or designee, the superintendent or their designee, and the director of the induction program. The application and assignment process is expected to be completed two weeks prior to the start of the school year (but may be extended for late hiring decisions until positions are filled).

A. Responsibilities

- 1) Assist with training and professional growth in area of reflective practices, professional learning and performance frameworks, and co-teaching activities.
- 2) Implements and monitors:
  - a. Portfolio reflections 1st year teachers
  - b. Peer observations
  - c. Co-teaching with 1st year teachers
- 3) Development of an instructional coaching portfolio
- 4) Mentor and Induction program duties specifically related to the responsibilities of the Proximity Mentor and Instructional Coach, are deemed as appropriate and acceptable activities for preparation time.

B. Compensation: \$1,000 for year (Amount will be \$500 without an approved QComp plan)

Subd. 3. Pairings:

- A. The district will provide a list of current Induction program pairings by the end of first week of school to EM-ROCORI president and the superintendent (this may be extended for late hiring decisions or until positions are filled).
- B. Experienced teachers will not serve in the roles of Proximity Mentor and Curriculum and Instructional Coach at the same time for a new teacher unless agreed upon by joint agreement of the President of Education Minnesota – Rocori or designee, the superintendent or their designee.



- C. At the building principal's discretion, a second or third year teacher may be assigned a Proximity Mentor or a Curriculum and Instructional Coach to assist in the Induction process. Such an assignment would include compensation as outlined for these positions.

Subd. 4. Teachers New to the District: The ROCORI School District schedules three days of new teacher training and development prior to the start of the school year for returning staff.

- A. Purpose: The purpose of this time is to offer an orientation to the school district and its procedures, to introduce and begin the induction/mentoring process, provide direction related to the start of a school year, and allow for transition into the ROCORI Schools.
- B. Teachers new to the ROCORI School District will be compensated for the three days at a rate of \$125 per day of attendance at the orientation sessions. Teachers new to the district will receive this compensation no later than the second pay period of the school year.
- C. The ROCORI District is a partner in new teacher development with area schools and St. Cloud State University. The ROCORI District will provide first year teachers an additional stipend to fully participate in the district's scheduled events and the activities of new teacher development.
  - a. This stipend will be \$1000 for any new teacher required to complete Year One induction activities.
  - b. This stipend will be paid in two equal installments with the first at the last payroll of December and the second at the conclusion of the year.
  - c. The final stipend payment may be reduced in half if the participating teacher has not fully engaged in Induction activities as measured by attendance at Induction events both in and out of the District.
- D. Staff members placed at and completing the second and third year of Induction will be provided stipend. The stipend for successful completion of the second year program activities is \$500. The stipend for successful completion of the third year program activities is \$250.
- E. Teachers who are participants in the District Induction Program should not be expected to meet during their scheduled preparatory periods to plan, discuss or present induction materials.

Section 5. District Committee work: In recognition of participating in district committees (Curriculum and Instruction, Response to Intervention, Technology, and Staff Development), teacher representatives shall

be paid a stipend of \$300 annually (with an approved QComp plan). District committee chairpersons shall be paid a stipend of \$500 annually (with an approved QComp plan). Payments will be made by June 30th.

## ARTICLE IX GROUP INSURANCE

Section 1. Health and Hospitalization Insurance: The rates reflected in Schedule F, attached hereto, shall be part of the Agreement.

Section 2. Long Term Disability Insurance: The rates reflected in Schedule F, attached hereto, shall be part of the Agreement.

## ARTICLE X LEAVES OF ABSENCE

### Section 1. Sick Leave:

Subd. 1. All full time teachers shall earn sick leave at the rate of 96 hours per year. Part time teachers shall earn sick leave pro rata based on full time teachers. First year teachers in the school district with no accumulated sick leave shall be granted 96 hours commencing with the beginning date of employment. Thereafter annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one thousand four hundred and fifty-six (1456) hours of sick leave per teacher.

Subd. 3. Sick leave with pay will be allowed by the school district whenever a teacher's absence is due to illness or disability which prevented his/her attendance at school and performance of duties on that day or days during the regular school year, provided that the teacher has unused sick leave at the time of such absence.

Subd. 4. An employee may use sick leave benefits provided by the employer for absences due to an illness or injury to the employee's child, as defined in Minnesota Statute 181.940, for such reasonable period 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 or injury.

Subd. 5. The school district may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to a qualified illness and/or disability, in order to qualify for sick leave pay. However, final determination as to the eligibility of a teacher for sick pay is reserved to the school district or its designated representative, based upon evidence from a certificate submitted to the school district by a physician selected by the school district. The certificate will be at school district expense.

Subd. 6. In the event that a medical certificate will be required the teacher will be so advised before he/she returns to work.

Subd. 7. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 8. A teacher shall be entitled to use of sick leave without loss of pay, seniority status, sick leave accrual, or other benefits during the time the teacher is on sick leave.

Subd. 9. Sick leave pay shall be approved only upon a submission of an appropriate authorized request (electronic system currently used is AESOP).

Subd. 10. Minnesota Statute 181.9413 Sick or injured child care leave benefits; care of relatives.

A. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4i, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for such reasonable periods of time as the employee'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. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

B. An employee may use sick leave as allowed under this section for safety leave for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (A). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph:

- 1) "domestic abuse" has the meaning given in Minnesota Statute 518B.01
- 2) "sexual assault" means an act that constitutes a violation under Minnesota Statutes 609.342 to 609.3453 or 609.352
- 3) "stalking" has the meaning given in Minnesota Statute 609.749

- C. The school district may limit the use of personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.
- D. For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.
- E. For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
- F. For the purpose of this section, "grandchild" includes a step-grandchild and a biological, adopted, and foster grandchild.
- G. The District is required to follow any changes to statutes as listed within subd 10 and will inform the executive representative of any such changes.

## Section 2. Paid Child Care Leave:

Subd. 1. Fathers or partners requesting child care leave shall be granted up to ten (10) consecutive days of leave upon request.

Subd. 2. Leaves under this section shall be deducted from accrued sick leave.

Subd. 3. The same leave benefits afforded to maternity disability will be afforded to support adoptive parents.

### Section 3. Unpaid Child Care Leave:

Subd. 1. Child care leave without pay and other benefits shall be granted to teachers for up to but not to exceed twelve (12) months. Requests for child care leave shall be made to the superintendent in writing as soon as possible.

Subd. 2. Unpaid child care leave will commence at such time as to cause the least disruption to the instructional program.

Subd. 3. In terminating an unpaid child care leave of absence, teachers shall notify the superintendent in writing prior to the time they desire to return to work. The exact date of return to work shall be selected so as to cause the least disruption to the education program, and the date shall be mutually agreed upon.

Subd. 4. In the event that acceptance of an application for commencement or termination of an unpaid child care leave would result in the loss of a step or an increment, the school district shall so notify the employee in writing before acceptance.

Subd. 5. Upon conclusion of the unpaid child care leave, the teacher shall be reinstated in his/her original position or one of like status and pay. The continuing contract shall remain in effect. The teacher shall retain all salary and fringe benefits accrued at the time of the beginning of the leave. A teacher shall continue to accrue seniority while on unpaid child care leave of absence.

### Section 4. Personal Leave:

Subd. 1. Teachers shall be granted three (3) personal leave days per year, at the discretion of the teacher, with the days used to be deducted from sick leave accumulation. A teacher shall be allowed to accumulate unused personal days up to five (5). There shall be an automatic carryover of up to three (3) full days of personal leave. After the automatic carryover, the district may buy back any remaining unused personal leave days, to a maximum of two (2) days, at the current teacher substitute daily rate of pay. Notification of intent to have the days bought back must be made in writing to the District Business Office by June 1. Payment will be made on the last June pay period of each year for all unused personal days which were not carried forward. Personal leave buyback days are not to be deducted from accrued sick leave days, but a teacher must have accrued sick leave available to cover the personal leave time.

- A. Requests for a personal leave shall be made in an appropriate authorized request (electronic system currently used is AESOP) to the superintendent through the building principal two (2) days in advance and no sooner ninety (90) days in advance. In the event of an emergency, an application will be made as soon as possible.
  
- B. A maximum of six (6) leaves may be granted district wide on student contact days and Academy Day, and a maximum of twelve (12) leaves may be granted on non-student contact days. However, the maximum may be expanded at the discretion of the School District.
  
- C. Personal Leaves will not be granted during parent/teacher conferences except under extenuating circumstances, which require approval by the school district.

Subd. 2. Additional personal leaves may be granted without pay at the discretion of the School District. The teacher must make an appropriate authorized request (electronic system currently used is AESOP) and a qualified substitute must be available to be considered for personal leave.

Section 5. Emergency Leave: A teacher must have sick leave available in order to qualify for paid emergency leave. All emergency leave days used are to be deducted from sick leave. Teachers are provided opportunity, in a qualified emergency setting, to use sick leave in order to attend to the emergency. Teachers shall be granted up to five (5) days emergency leave with pay, per occurrence, in the event of the death or serious illness or injury of a teacher's spouse, child, brother, brother in law, sister, sister in law, parent, or parent in law, grandparent, grandparent in law, grandchild, or persons of the immediate household. Serious illness or injury is defined as one which permanently or substantially impairs or is likely to permanently or substantially impair the health of the person. Elective surgery that is not of an emergency nature does not constitute a serious illness or injury. This does not diminish the employee's ability to use sick leave for self care or care of others under applicable state law.

Teachers shall be granted one day of emergency leave per occurrence, in the event of the death of an extended family member.

Section 6. Catastrophic Leave: A pool shall be established to be accessed by teachers, who as a result of some catastrophic emergency in the household, have a need to be absent for an extended period of time. A catastrophic event is defined as an event involving or causing sudden, great damage or suffering. They are also described as an event that is extremely unfortunate. A catastrophe is interpreted as a strong word for terrible, harmful, devastating things.

Only teachers who elect to be members in the pool are eligible. All other applicable paid contract leaves must first be exhausted for the individual before Catastrophic Leave may be considered. Catastrophic Leave is not intended to be used for pregnancy related absences. The committee shall have no authority to approve Catastrophic Leave for more hours than are available in the pool. To be eligible for membership in the Catastrophic Leave Pool, the teacher must be eligible for the District's Income Protection Program. Teachers who are denied Income Protection coverage by the District's Income Protection Insurance carrier remain eligible to apply for catastrophic leave.

- A. To obtain membership in the catastrophic leave pool, a teacher must donate a minimum of 8 hours to the pool by September 30 of the current school year.
- B. Teachers who do not join the pool during the enrollment period are not eligible for membership in the pool for that school year. They may join the pool in subsequent years during a future open enrollment period in September of each year.
- C. The pool shall be replenished by voluntary donations from new hires to the district and returning teachers will be encouraged to replenish the pool through voluntary donations. Donations will be limited to no more than 40 hours per teacher.
- D. In the event the pool drops below 300 hours, the teachers will be asked to replenish the pool through voluntary donations. Donations will be limited to no more than 24 hours per teacher.
- E. Use of the hours within the Catastrophic Leave pool shall be managed by a committee comprised of a School Board member, a member of Education Minnesota-ROCORI executive committee, a district teacher selected by the employee applying to the pool and the superintendent.
- F. Requests to use Catastrophic Leave shall be made in writing to the superintendent, who shall convene a committee, as described to act on the request. The means of convening a committee may be physical or electronic, based on the needs presented within the request and the judgment of the superintendent as to efficiency in addressing needs. Committee decisions shall be made by at least a three to one majority. If the initial electronic response appears to indicate the request will be denied, a physical meeting of the committee must take place as soon as it may be arranged.

Section 7. Exclusive Representative Leave: The exclusive representative shall be credited with authorized leave days according to the following schedule:

- A. Overall, the association will be provided five (5) days of leave for duties of the organization with the district covering teacher pay and substitute teacher costs.
- B. The district will provide two (2) additional days of leave which must be used for lobbying purposes for the exclusive representative with the district covering teacher pay and substitute teacher costs.
- C. The exclusive representative shall be credited with five (5) additional days where the association shall pay for the costs of a substitute teacher. The intended purpose of these days is for the association to have a member attend meetings for the professional organization.
- D. In addition, up to three (3) days will be allowed for each of up to three (3) negotiators and the association president or designee to attend scheduled mediation or arbitration hearings that are held during the school day. The association is responsible for paying for the substitute teacher rate of pay for each day used.
  - 1) The intent of this provision is to allow the negotiation team to participate in scheduled negotiations events. The provision involves three separate scheduled days.
  - 2) The negotiation team may be determined by the exclusive representative. The number of three negotiators and the association president is set based on historical experience. The four members permitted to be on leave, however, may be determined by the exclusive representative.
  - 3) The provision allows for up to twelve total days.
- E. Requests for leave shall be made an appropriate authorized request (electronic system currently used is AESOP) by an EM ROCORI officer to the superintendent through the building principal in advance.

Section 8. Workers' Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the school district under the provisions of the Workers'



Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's sick leave accrual time according to the pro rata portions of days of sick leave which is used to supplement workers' compensation.

Subd. 3. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

#### Section 9. Sabbatical Leave:

Subd. 1. A leave not to exceed one year may be granted at the discretion of the district to full time teachers upon application to the superintendent before March 15 for the purpose of engaging in study at an accredited college or university. The course of study shall be related to the teacher's teaching areas. Sabbatical leaves for purpose of retraining shall be at the request of the administration.

Subd. 2. The number of leaves granted per year shall not exceed two (2), or one percent (1%) of the total certificated staff, whichever is greater.

Subd. 3. To be eligible for sabbatical leave of absence, a teacher:

- A. Shall have taught for at least eight consecutive years in School District No. 750. Priority shall be granted to length of service.
- B. Shall show acceptance by a college or university for an advanced degree program in his or her major teaching areas.
- C. Shall have acquired a minimum of ten (10) semester credits or the equivalent in the past seven (7) years toward an advanced degree in his or her major teaching areas.

D. Shall enroll in a college or university for a minimum of twelve (12) credits per quarter or semester or the equivalent and shall show evidence from the college or university upon the request of the school district that he or she is performing in a district approved program.

Subd. 4. A teacher on sabbatical leave of absence will receive one half of his or her present salary (excluding extracurricular and extended employment) pro rated for the time on leave and not to exceed one full year.

Subd. 5. Upon returning from sabbatical leave, a teacher shall be placed at the same or like position and shall be placed on a salary pursuant to Schedule A and B and shall maintain the same fringe benefits as the existing agreement.

Subd. 6. The school district reserves the right to deny sabbatical leave if a satisfactory replacement is not available.

Subd. 7. Sick leave and personal leave benefits shall not be earned nor shall they accumulate during the period of sabbatical leave.

Subd. 8. Premiums for all insurances in Article IX shall be paid by the school district pursuant to Schedule F of the Master Agreement.

Subd. 9. If a teacher fails to return at his or her own discretion to teach in the district for at least two (2) years after the sabbatical, then he or she will reimburse the district for all salary and benefits earned while on sabbatical leave.

Section 10. Jury Service Leave: A teacher requested to perform jury service during the school year pursuant to the statutes shall inform the superintendent in writing in advance and agree to return the pay for jury service to the school district, but not including travel and expense allowance. The teacher will receive full pay from the school district for days absent while performing jury service.

Section 11. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 12. Unpaid Leaves, 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. "Annual salary" shall include a teacher's basic salary and pay for additional/extended assignments for which a teacher is responsible when absent, if any.

Section 13. Eligibility: Full leave benefits provided in this Article shall apply only to full time teachers as defined in Article III. Part time employees shall be eligible for partial benefits proportional to the extent of their employment.

## ARTICLE XI UNREQUESTED LEAVES OF ABSENCE

Section 1. Purpose: The purpose of this article is to implement the provisions of Minnesota statute which shall constitute a plan for unrequested leave.

Section 2. The school district may place on unrequested leave of absence such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five (5) years. The School District will discuss with the exclusive representative prior to April 1st any anticipated unrequested leave of absence for the coming school year. After the exclusive representative and the school district determine the reduction process has been applied properly, the district will notify the affected teacher(s) within three days according to the sections that follow.

Section 3. Teachers placed on such leave shall receive notice in person or by certified mail by June 1st of the school year prior to the commencement of such leave with reasons thereof. A copy of the notice shall be sent to the exclusive representative president. A hearing will be provided as set forth in Minnesota statute, if a written request for a hearing is received by the school district within fourteen days after the teacher received notice of proposed placement on unrequested leave of absence.

Section 4. The procedure for placement of teachers on unrequested leave shall be in inverse order of seniority in the areas in which the teachers are certified. Teachers shall be laid off in inverse order of their position on the seniority list.

Section 5. Seniority:

Subd. 1. "Seniority" is earned by any teacher commencing with his/her date of continuous employment during the normal school year and normal school day in the school district and shall exclude teachers employed by another school district or agency. Only service during the normal school year and normal school day as defined in the Master Agreement shall count toward seniority. A part time salaried teacher will accrue seniority on a pro rata basis. A teacher shall not

accrue seniority while on long term or unrequested leave but shall retain seniority already accrued. Teachers seeking certification in additional area(s) than for which the teacher was originally hired, shall consult with the district superintendent prior to taking courses required for such certification.

Subd. 2. Seniority List:

- A. Prior to November 30 of each school year the school district shall cause a seniority list (by name and date of employment and F.T.E. and such list shall include areas of certification of each teacher) to be prepared from its records. It shall thereupon post such list in each school.
  
- B. Any person whose name appears on such list and who may disagree with the findings of the school district and the order of seniority in said list shall have twenty (20) days from the date of the posting to supply written documentation, proof and request for seniority change to the school district.
  
- C. Within ten days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes as are warranted. A final seniority list shall thereupon be prepared by the school district and posted as of January 1; this list, as revised, shall be binding on the school district and the teacher. Each year the school district shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.
  
- D. Seniority order for teachers will be determined in the following order:
  - 1) Total F.T.E's of continuous employment
  - 2) Teacher holding the highest degree
  - 3) Most credits beyond the Bachelor's Degree
  - 4) Total years teaching experience in Minnesota
  - 5) Total years teaching experience
  - 6) Teacher licensed in most areas
  - 7) Board determination

Section 6. Unrequested leave of absence will be without pay or other fringe benefits. However, the teacher may retain the district group health insurance coverage as mandated by law following placement on unrequested leave by paying the full premium in advance on a monthly basis.

Section 7. Reinstatement:

Subd. 1. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available full time position in the school district in the fields in which they are licensed as such full time positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave. Teachers shall notify the school district of any change in address or shall leave an address where they can be reached if the teacher will be gone longer than thirty (30) days.

Subd. 2. If a full time position becomes available for a qualified teacher on unrequested leave, the school district shall, by certified mailing, notify such teacher who shall have thirty (30) days from the date such notice was mailed to accept reemployment. Failure of the teacher to receive the certified mailing within thirty (30) days will constitute the forfeiture of his/her rights to the vacant position; however, the teacher shall retain future reinstatement and employment rights. If received, failure to reply in writing to the notice within such thirty (30) day period and failure to accept full time reemployment shall constitute waiver on the part of the teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

Subd. 3. If a less than full time position becomes available for a qualified teacher on unrequested leave, the school district shall, by certified mailing, notify such teacher who shall have 10 days from the date such notice was mailed to accept the part time reemployment. Failure to accept or respond to an offer of less than full time employment within the 10 days will constitute the forfeiture of the teacher's right to that vacant part time position; however, the teacher shall retain future reinstatement and employment rights to full time employment rights to full time employment as specified in Subdivision 1 of this section as well as future part time positions which may become available during the leave period.

Subd. 4. Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist for the teacher unless the time limit is extended by written mutual consent.

ARTICLE XII  
HOURS OF SERVICE

Section 1. Basic Day: The basic teacher's day shall be eight hours.

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

Section 3. Duty Free Lunch: Teachers shall have a minimum of 30 minutes duty free lunch each working day. Duty free lunch periods shall be scheduled during or as close as possible to student lunch periods.

Section 4. Prep Time:

A. Full-time elementary teachers shall receive a minimum of 250 minutes of prep time per week. Prep time shall be scheduled in blocks of time no less than 30 minutes in length, with a minimum of one prep time per day, unless agreed upon otherwise by the teacher and building principal. Any agreement to deviate from 30-minute blocks of prep time must be presented to the Association prior to the schedule being enacted.

B. Full-time Rocori Middle School teachers shall be assigned as follows:

Six Period Day:

5- Instructional Periods per day

1- Prep Period

Other duties may be substituted for study lab or A-team. If school day schedules are altered for any reason, an equivalent amount of prep time must be allowed over the course of any given week. If the District determines to alter the scheduling system used for a given year, the District and Exclusive Representative will agree to prep time in the new system that reflects at a minimum the same amount of time as outlined in the above schedule.

C. Full-time Rocori High School teachers shall be assigned as follows:

Five Period Day:

4- Instructional Periods

1-Prep Period

If the district determines to alter the scheduling system used for a given year, the District and Exclusive Representative will agree to prep time in the new system.

- D. All full-time traveling teachers across all educational settings shall receive a minimum of 300 minutes of prep time during the five-day week, with a minimum of 30 minutes of prep time a day.

ARTICLE XIII  
LENGTH OF THE SCHOOL YEAR

Section 1. School Days: The superintendent will review a proposed calendar with the Meet and Confer Committee for the next school year no later than May 1st. The board shall adopt a calendar for the next school year no later than the second regular board meeting in May, and shall disseminate the calendar for the next year prior to the end of the current school year.

Section 2. Modifications in Calendar, Length of School Day: In the event of energy shortage, severe weather, or other exigency, the School Board reserves the right to modify the school calendar, and – if school is closed on a normal duty day(s) – the teacher shall perform duties on such other day(s) as the School Board shall determine.

Section 3. Conduct of School on Holidays: In accordance with Minnesota statute, teachers shall perform service on those days as determined by the school board including those legal holidays on which the board is authorized to conduct school.

ARTICLE XIV  
SEVERANCE PAY

Section 1: 403(b) Benefit Provisions

The School District and EM-ROCORI agree to begin the process of transition from the severance package outlined within this agreement to a 403(b) matching contribution annuity plan.

All teachers who began regular employment with the ROCORI School District after July 1, 2005, no longer qualify and shall not be eligible for retirement incentive under Section 2, subdivisions 1-6 of this Article of the Master Agreement. Such teachers shall only be eligible to participate in the 403(b) annuity matching program.

Any payments made by the district into a 403(b) account will be deducted from the total severance allowed. The payments made into the 403(b) accounts by the district will be calculated at the rate of the contribution plus three percent interest per year. This calculation will determine the amount to be deducted for teachers who remain eligible for the severance benefit.

The district and exclusive representative agree that teachers who have met eligibility requirements for retirement in the 2005-2006 school year (or prior) or will meet those requirements in the 2006-2007 or 2007-2008 school years must make an irrevocable decision regarding participation in the 403(b) matching annuity program. Teachers, under this provision, may choose to be fully covered under the severance benefit provisions or may begin participation in the annuity program as outlined in the agreement. Teachers whose eligibility for retirement from the district is met after the 2007-2008 school year must begin to participate in the matching annuity program.

It is agreed that employees falling under the 403(b) provisions will be provided a maximum district contribution of \$45,000. The district contribution to the 403(b) account will be based on the following schedule:

Probationary or Non-continuing contract status	\$ 0
At Eligibility-10 years of service	\$ 360
11-15 years of service	\$ 600
16-20 years of service	\$ 1,080
21 or more years of service	\$ 1,620

District contributions will be prorated based on the actual proportion of employment for each year of contribution. Any employee choosing not to contribute the matching amount forfeits the district contribution and matching benefit.

The District will make the foregoing matching contribution to only those teachers choosing to participate in an approved teacher's 403(b) annuity account offered by the District as outlined above. The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career District contribution as set out above. The annual limit on the amount individual teachers may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder.



Approved Plans: The District will make matching contributions only to annuity plans offered by vendors who participate in the District's payroll deduction program.

Election: Eligible and participating teachers must make application for participation in the 403(b) annuity matching program by September 15 for that school year. Once an eligible teacher elects to participate in the 403(b) annuity matching program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the teacher who must notify the District and annuity carrier.

Death of a Teacher Participant: If a teacher participant dies before retirement, the teacher's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Applicable Laws: The 403(b) annuity matching program of Independent School District No 750 is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code. 26 U.S.C. § 403(b).

## Section 2. Severance Compensation

Subd. 1. Teachers who have completed at least ten (10) years of continuous service with the School District, who are at least 55 years of age at the effective date of retirement and are eligible to receive annuity payments from a Minnesota public pension plan, shall be eligible for severance pay upon the school board's acceptance of the teacher's resignation. The specific date of retirement will be a mutually agreeable date that coincides with an appropriate natural break in the school calendar (such as a term, quarter, trimester, semester, or vacation). Severance pay shall not be granted to any teacher who is discharged or terminated pursuant to Minnesota Statute 122A.40 by the school district.

Subd. 2. Eligible teachers, upon retirement, shall receive as severance pay an amount representing five (5) days of pay for each accumulated full-time equivalent year of service, in District 750, but not to exceed a total of fifty (50) days of pay.

Example calculation of accumulated full-time equivalent year of service:

	Teacher A	Teacher B
Fiscal Year	FTE	FTE
2005-06	1.00	0.50
2006-07	1.00	0.50
2007-08	0.67	0.50
2008-09	0.67	0.50
2009-10	0.67	0.50
2010-11	0.67	0.50
2011-12	0.67	0.50
2012-13	0.67	0.50
2013-14	0.67	0.50
2014-15	0.67	0.50
2015-16	0.67	0.50
2016-17	0.67	0.50
2017-18	0.67	0.50
2018-19	0.67	0.50
2019-20	0.67	0.50
Total	10.71	7.50
*5 days	53.55	37.50

Subd. 3. In addition to the severance pay provided in Subd. 2., a teacher shall be eligible to receive as severance pay upon retirement the amount obtained by multiplying one third (1/3) of the unused number of sick leave days, but in any event not to exceed fifty days, times the teacher's daily rate of pay.

Subd. 4. In applying these provisions, a teacher's daily rate of pay shall be the teacher's basic daily rate of pay in the school year in which the employee last worked, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation. If a teacher is employed part time for health reasons during the last year of employment preceding retirement, the basic rate shall be determined according to the salary for the second year preceding retirement. Teachers must work, be on sick leave, or be on catastrophic leave at least 90 days within the five years preceding retirement to be eligible for severance pay.

Subd. 5 Teachers who are eligible for severance pay under Article XIV, section 2, subd. 1, shall participate in a 401(a) based Special Pay Deferred Plan and a trust based Health Care Savings Plan in accordance with plan documents. Education Minnesota-ROCORI has determined that 100% of the severance amount shall be designated to the Health Care Savings Plan. Such transactions shall be made by the ROCORI School District no later than January 2 or July 31 following the notice of and effective date of retirement.

Subd. 6. If a teacher, who has at least 10 continuous years of service in the District and is at least age 55, dies before all or any of the severance pay has been paid, the balance due shall be paid to a named beneficiary, or in the event a beneficiary is not named, then to the decedent's estate.

Subd. 7. In addition, all teachers who began regular employment with the District before July 1, 2010 and do not qualify for Medicare shall be eligible to remain in the existing group health and hospitalization insurance program, provided the employee was participating in the school district's group health insurance plan prior to retirement. The school district shall contribute the cost of single coverage, or an equivalent amount may be applied toward family group coverage at the discretion of the teacher, subject to the eligibility criteria set forth in Article IX, Section 1, and Subdivision 7 of Schedule F of this Agreement between the school district and the exclusive representative. Such eligibility shall continue until the teacher becomes eligible for Medicare or Medicaid benefits.

Section 3. PRHCSP: All teachers who began regular employment with the ROCORI School District after July 1, 2010 no longer qualify and shall not be eligible for the retirement board contribution toward single health and hospitalization coverage. Such teachers shall only be eligible to participate in the Post Retirement Health Care Savings Plan (PRHCSP). Other teachers employed before July 1, 2010 may choose the PRHCSP option in place of retirement health and hospitalization coverage. Teachers choosing the PRHCSP option, which is an irrevocable choice, must notify the district of said choice by the end of the 2009-2011 contract (June 30, 2011). Any employee who fails to make a choice will automatically receive the PRHCSP contributions. Employees choosing the PRHCSP would be eligible for contributions according to the schedule. The contribution amount is not retroactive to prior years.

It is agreed that employees falling under the PRHCSP provisions will be provided a maximum district contribution of \$45,000. The district contribution to the PRHCSP account will be based on the following schedule:

<u>Years of Service in district</u>	<u>District Contribution into PRHCSP</u>
Probationary or Non-continuing contract status	\$ 0
At Eligibility through 5 years of completed service	\$ 500
Beginning 6th year through 10 years of completed service	\$1000
Beginning 11th year through 21 years of completed service	\$2000
Beginning 22nd or more year of services	\$3000

Contributions by the district shall occur throughout the year and will be reflected on an employee's pay stub each pay period.

The PRHCSP provision of Independent School District No. 750 is subject to the Laws of the State of Minnesota, Minnesota Statutes and the Internal Revenue Code.

## ARTICLE XV DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period from July 1, 2019 through June 30, 2021 and thereafter until modifications are made pursuant to the P.E.L.R.A. Changes in insurance benefits shall commence upon the date of its execution. In the event a successor agreement is not entered into prior to the commencement of school in 2021, a teacher shall be compensated according to the last individual contract executed between the teacher and the school district until such time a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent no later than May 1, 2021. If such notice is not served, the school district shall not be required to negotiate any terms of employment for the following school year. 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 school district and the exclusive representative representing the teachers of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement unless by mutual 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 provisions of this Agreement or the application of any provision thereof.

ARTICLE XVI  
HIRING/REHIRING OF RETIRED TEACHERS

Section 1. Licensure: Retired teachers who are hired/rehired by the School District must be appropriately licensed in the subject matter that they will be hired to teach.

Section 2. Probationary Period: The probationary period of retired teachers who are hired/rehired by the School District shall be one (1) year. During the probationary period, the teacher will have all the rights under 122A.40 that other probationary teachers have, without regard to whether they were continuing contract teachers prior to their retirement.

Section 3. Layoff and Recall: Retired teachers who are hired/rehired by the School District shall have no seniority or bumping rights.

Section 4. Compensation: Retired teachers who are hired/rehired by the School District shall be compensated as the parties may agree.

Section 5. Benefits: Retired teachers who are hired/rehired by the School District shall be provided benefits and leaves as determined by the School District. Should the School District extend leave benefits, the annual allocation does not accrue from year to year.

Section 6. Sections of the Master Agreement Not Applicable: Retired teachers who are hired/rehired by the School District shall not be eligible for the following articles of the Master Agreement:

ARTICLE VII, BASIC SCHEDULES AND RATES OF PAY,  
ARTICLE VIII, EXTRA COMPENSATION,  
ARTICLE IX, GROUP INSURANCE,  
ARTICLE X, LEAVES OF ABSENCE,  
ARTICLE XI, UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT,  
ARTICLE XII, HOURS OF SERVICE,  
ARTICLE XIII, LENGTH OF THE SCHOOL YEAR.

Section 7. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for retired teachers who are hired/rehired shall be as assigned by the School District and modified from time to time based upon the School District's needs.

ARTICLE XVII  
PUBLICATION

Section 1. Publication of Agreement: At least three (3) executed forms of this Agreement shall be prepared at school district expense. The district will provide electronic copies of the Agreement to individual teachers as soon as practicable and a printed version upon request with the district office. All new teachers shall be provided a printed copy.

2019-2021 SALARY GUIDE FOR CERTIFICATED PERSONNEL

The Salary Guide herein indicated is adopted by the School district for the 2019-2021 school years. The School District reserves the right to withhold increment advancements, lane changes or other salary increases for just cause. Generally, up to eight (8) years of actual teaching experience (full time equivalent) will be credited on the salary schedule for teachers coming into the district. However, the District reserves the right to allow for additional years of teaching experience for teachers hired in fields experiencing a shortage of qualified candidates at the Superintendent's discretion. Granting of such experience shall not be required of the District, nor shall precedent be set for future placements if additional experience is granted. Regardless of the placement on the salary schedule, at no time will the District negotiate a rate of pay with any teacher that varies from the salary schedule nor exceeds the actual number of years taught. For each accumulated full year of teaching service and for the fraction of a year thereof in excess of one half accumulated year, teachers will receive an increment increase.

EXAMPLE: (Effective 1997-98 School Year)

Teacher A Employment Schedule

(1 full year, full-time experience outside Rocori.)

1990-91	Step 2	Employed	.6 F.T.E.	(Total 1.6)
1992-93	Step 3	Employed	.6 F.T.E.	(Total 2.2)
1993-94	Step 3	Employed	.6 F.T.E.	(Total 2.8)
1994-95	Step 4	Employed	.6 F.T.E.	(Total 3.4)
1995-96	Step 4	Employed	1.0 F.T.E.	(Total 4.4)
1996-97	Step 5	Employed		

## SCHEDULE A 2019-2020

		BS+15 Q	BS+30 Q	BS+60 Q		MA+15Q	MA+30 Q	MA+45Q	MA+60Q
	BS	BS+10S	BS+20 S	BS+40 S	MA	MA+10S	MA+20S	MA+30 S	MA+40S
1	37,597	38,212	38,786	40,238	40,776	41,473	42,189	42,926	43,662
2	39,184	39,861	40,469	41,981	42,586	43,299	44,033	44,795	45,559
3	40,769	41,508	42,152	43,724	44,397	45,127	45,878	46,669	47,458
4	42,357	43,157	43,835	45,467	46,207	46,953	47,723	48,538	49,353
5	43,944	44,806	45,516	47,212	48,021	48,780	49,568	50,408	51,248
6	45,529	46,453	47,201	48,955	49,831	50,607	51,411	52,278	53,145
7	47,116	48,102	48,881	50,696	51,640	52,436	53,256	54,150	55,041
8	48,702	49,751	50,564	52,440	53,452	54,261	55,100	56,018	56,935
9	50,288	51,398	52,246	54,182	55,264	56,090	56,945	57,889	58,833
10	51,874	53,047	53,929	55,927	57,075	57,916	58,789	59,760	60,732
11	53,460	54,695	55,611	57,670	58,886	59,742	60,634	61,630	62,627
12	55,047	56,343	57,296	59,413	60,697	61,570	62,477	63,500	64,523
13	56,633	57,990	58,982	61,156	62,508	63,397	64,322	65,371	66,419
14	58,814	60,171	61,162	62,898	64,317	65,224	66,165	67,240	68,317
15	<b>60,995</b>	<b>62,352</b>	<b>63,342</b>	65,079	66,498	67,405	68,346	69,422	70,497
16				67,260	68,679	69,585	70,527	71,603	72,677

Step 15 of the BS lanes (bold and italicized on the schedule) is a step eligible only to Education Minnesota—ROCRI members who have advanced to Step 15 by September 1, 2016. After September 1, 2016, no member may advance to these steps.

**CAREER INCREMENT:** Teachers who have reached the maximum step and remained there for one year or more shall receive an additional \$2,625 each.

**NATIONAL BOARD CERTIFICATION:** Teachers that have attained National Board Certification and maintain that certification, will receive an additional \$2,500 each year.

**CERTIFICATE OF CLINICAL COMPETENCE:** Teachers that have attained CCC, and maintain that certification, will receive an additional \$500.00 each year.

## SCHEDULE B 2020-2021

		BS+15 Q	BS+30 Q	BS+60 Q		MA+15Q	MA+30 Q	MA+45Q	MA+60Q
	BS	BS+10S	BS+20 S	BS+40 S	MA	MA+10S	MA+20S	MA+30 S	MA+40S
1	38,792	39,462	40,064	41,561	42,160	42,866	43,593	44,347	45,104
2	40,362	41,093	41,730	43,287	43,953	44,676	45,419	46,202	46,983
3	41,933	42,726	43,396	45,012	45,745	46,483	47,246	48,052	48,859
4	43,504	44,357	45,061	46,740	47,540	48,293	49,072	49,904	50,735
5	45,073	45,988	46,728	48,465	49,333	50,101	50,897	51,755	52,614
6	46,645	47,621	48,393	50,189	51,123	51,912	52,724	53,608	54,491
7	48,215	49,253	50,059	51,916	52,918	53,718	54,549	55,458	56,366
8	49,785	50,884	51,724	53,641	54,711	55,529	56,375	57,310	58,244
9	51,355	52,517	53,390	55,367	56,504	57,336	58,201	59,162	60,125
10	52,926	54,149	55,055	57,093	58,297	59,145	60,028	61,014	62,001
11	54,497	55,779	56,723	58,819	60,090	60,955	61,852	62,865	63,878
12	56,067	57,410	58,392	60,545	61,883	62,763	63,679	64,717	65,755
13	58,226	59,569	60,551	62,269	63,674	64,572	65,504	66,568	67,633
14	60,385	61,728	62,709	64,428	65,833	66,731	67,663	68,728	69,792
15	<b>62,555</b>	<b>63,898</b>	<b>64,879</b>	66,587	67,992	68,890	69,822	70,887	71,950
16				68,757	70,162	71,060	71,992	73,057	74,120

Step 15 of the BS lanes (bold and italicized on the schedule) is a step eligible only to Education Minnesota—ROCRI members who have advanced to Step 15 by September 1, 2016. After September 1, 2016, no member may advance to these steps.

**CAREER INCREMENT:** Teachers who have reached the maximum step and remained there for one year or more shall receive an additional \$2,750 each.

**NATIONAL BOARD CERTIFICATION:** Teachers that have attained National Board Certification and maintain that certification, will receive an additional \$2,500 each year.

**CERTIFICATE OF CLINICAL COMPETENCE:** Teachers that have attained CCC, and maintain that certification, will receive an additional \$500.00 each year.



1. INCENTIVE PLAN

- A. Courses to be taken shall be approved by the superintendent prior to registration. Approval shall be obtained on the forms provided for this purpose.
- B. Credits earned for advancement on the salary schedule shall be on a graduate level or credits required by the college for completion of an advanced degree. However, the superintendent may allow undergraduate, intra district, and vocational credits toward advancement if he or she determines that it will benefit the educational program of the school district.
- C. Advancement on the salary schedule under the incentive plan shall take place as follows:
  - 1) The teacher must submit a request for advancement together with an official transcript or grade report authenticating the earned credits.
  - 2) The school board will consider approval of advancement requests in September, December and March of each year. Approved advancement shall be effective the month following school board approval.
- D. Two thirds of the credits earned beyond a BS degree shall be in the teacher's major teaching field and in education, one third in minor related fields. Special request may be made to the superintendent.
- E. With the exception of credits identified below, no credits shall be allowed whereby the District or its affiliates are paying the employee wages or salary to be in attendance. College Credit accepted under the District incentive plan must be for college certified work which exceeds the registration fees or course fees paid by the District.
  - 1) As part of the ROCORI School District teacher induction program, non-continuing contract teachers will have opportunity to earn credits which will also allow advancement on the salary schedule.
  - 2) Credits that are offered through the ROCORI School District, as part of its Strategic Initiatives or otherwise authorized within specific initiatives of the district, will also be recognized for advancement on the salary schedule.
- F. Generally, credits for video courses will not be approved for lane change, unless an exception is granted at the discretion of the superintendent.
- G. Salary lanes beyond the master's degree:

- 1) Approval: Credits earned beyond the master's degree shall be germane to the teaching assignment as approved by the school board and shall be approved by the superintendent in advance.
- 2) Application: Credits, to apply shall be at the graduate level and graduate performance from an accredited college or university. All credits earned must be subsequent to the earning of the masters degree. However the superintendent may allow undergraduate, intradistrict, or vocational credits toward advancement if he/she determines that it will benefit the educational program of the school district.

2. DEPARTMENT HEADS AND TEAM LEADERS SALARIES:

- A. Schedule: Compensation by district without a current QComp plan.

Base pay for 1 member departments \$170

Base pay for 2,3,or 4 member departments \$315

Base pay for 5,6 or 7 member departments \$355

Base pay for 8 or more member departments \$385

- B. Department chairpersons in Art, Music, Family and Consumer Science (FACS), Industrial Technology, Physical Education, Business Education, and Science shall receive an additional \$30.

3. TEACHER DUTY DAYS:

- A. The number of teacher duty days shall be 182 as prescribed by the district.

- B. EDUCATION MINNESOTA- ROCORI recognizes the need for and encourages all new teachers to participate in up to three (3) days of pre-school induction activities, as planned by the school district. These days will not be considered as "additional contract time" for purposes of compensation, and the District shall encourage participation as a condition of employment. Further, teachers beginning employment in District 750 will also be expected to participate in on-going mentoring/induction/in-service training during the school year, for which they will receive compensation as determined elsewhere in this contract.

4. EXTENDED EMPLOYMENT:

- A. Teachers who work beyond the school year or school day for district-identified academic summer school, G.E.D., homebound instruction, direction of music performances during student contact time, Driver Education, or other district-identified work responsibilities beyond the normal contract

hours, shall be paid \$27.00 per hour for the 2019-2020 school year and \$27.50 per hour for the 2020-2021 school year.

- B. Teachers subbing for another teacher at district request will be paid a \$30.00 hourly rate prorated on the number of minutes subbed.
  
- C. Teachers assigned an additional teaching period shall receive pro rata compensation of salary and fringe benefits at their current placement on the salary schedule based on a comparable full-time teacher duty day. Less than full additional teaching assignments shall be pro-rated. All assignments shall be by mutual consent of the teacher and administration.

## SCHEDULE C 2019-2020

### ATHLETIC

#### GROUP I

Base	Step	Head 13.00%	Assist 8.50%	9th 7.50%	Middle 4.75%	Elem 3.00%	
30305	1	4,099	2,680	2,365	1,498	946	Football
33011	2	4,465	2,919	2,576	1,631	1,030	Volleyball
35717	3	4,831	3,159	2,787	1,765	1,115	Soccer
38422	4	5,197	3,398	2,998	1,899	1,199	Wrestling
41128	5	5,563	3,637	3,209	2,033	1,284	Hockey
43834	6	5,929	3,876	3,420	2,166	1,368	Dance
46540	7	6,295	4,116	3,632	2,300	1,453	Basketball

#### GROUP II

	Step	Head 11.00%	Assist 7.00%	9th 6.00%	Middle 4.75%	Elem 3.00%	
30305	1	3,468	2,207	1,892	1,498	946	Tennis
33011	2	3,778	2,404	2,061	1,631	1,030	Cross Country
35717	3	4,088	2,601	2,230	1,765	1,115	Swimming
38422	4	4,397	2,798	2,398	1,899	1,199	Ski
41128	5	4,707	2,995	2,567	2,033	1,284	Track
43834	6	5,017	3,192	2,736	2,166	1,368	Softball
46540	7	5,326	3,389	2,905	2,300	1,453	Baseball
							Golf
							Lacrosse
							HS Speech

#### GROUP III

	Step	Head 7.50%	Assist 5.75%		Middle 4.75%	Elem 3.00%
30305	1	2,365	1,813		1,498	946
33011	2	2,576	1,975		1,631	1,030
35717	3	2,787	2,137		1,765	1,115
38422	4	2,998	2,299		1,899	1,199
41128	5	3,209	2,460		2,033	1,284
43834	6	3,420	2,622		2,166	1,368
46540	7	3,632	2,784		2,300	1,453

## SCHEDULE C 2020-2021

### ATHLETIC

#### GROUP I

Base	Step	Head 13.00%	Assist 8.50%	9 <sup>th</sup> 7.50%	Middle 4.75%	Elem 3.00%	
							Football
30911	1	4,181	2,734	2,412	1,528	965	Volleyball
33671	2	4,554	2,978	2,627	1,664	1,051	Soccer
36431	3	4,927	3,222	2,843	1,800	1,137	Wrestling
39190	4	5,300	3,466	3,058	1,937	1,223	Hockey
41951	5	5,674	3,710	3,273	2,073	1,309	Dance
44711	6	6,047	3,954	3,489	2,210	1,396	Basketball
47471	7	6,420	4,198	3,704	2,346	1,482	

#### GROUP II

Base	Step	Head 11.00%	Assist 7.00%	9 <sup>th</sup> 6.00%	Middle 4.75%	Elem 3.00%	
							Tennis
30911	1	3,538	2,251	1,930	1,528	965	Cross Country
33671	2	3,853	2,452	2,102	1,664	1,051	Swimming
36431	3	4,169	2,653	2,274	1,800	1,137	Ski
39190	4	4,485	2,854	2,446	1,937	1,223	Track
41951	5	4,801	3,055	2,619	2,073	1,309	Softball
44711	6	5,117	3,256	2,791	2,210	1,396	Baseball
							Golf
47471	7	5,433	3,457	2,963	2,346	1,482	Lacrosse HS Speech

#### GROUP III

	Step	Head 7.50%	Assist 5.75%		Middle 4.75%	Elem 3.00%
30911	1	2,412	1,849		1,528	965
33671	2	2,627	2,014		1,664	1,051
36431	3	2,843	2,179		1,800	1,137
39190	4	3,058	2,344		1,937	1,223
41951	5	3,273	2,510		2,073	1,309
44711	6	3,489	2,675		2,210	1,396
47471	7	3,704	2,840		2,346	1,482

Section 1.

SCHEDULE D

Non-Athletic

GROUP I	GROUP II	GROUP III	GROUP IV	GROUP V
Creative Writing	Assistant Winterguard	Cheerleading Assistant	Cheerleading	FFA
Curricular Music--Band	Destination Imagination	Concession	Marching Band Drumline	Marching Band
Curricular Music--Choir	Drama Club	Debate	Pep Band	RHS Student Senate
Curriculum Drama	Drug Free Team	Marching Band Assistant	RHS School Paper	RHS Yearbook
Elem Math Masters	Elementary Knowledge Bowl	Math Team	RMS Speech	Senior Musical Director
Elem Student Senate	Future Educators Club	National Honor Society	RHS Robotics	
RMS Math Masters	Future Problem Solving	One Act Play	Three Act Play Director	
Special Olympics (season)	International Club	Pit Band Director		
Variety Show Advisor	NAHS	RHS Knowledge Bowl		
	Prom Advisor	RHS Yearbook Assistant		
	RADD	Senior Assist Musical Dir		
	RMS Art Club	Speech Assistant		
	RMS Cheerleading	RHS Strength Training (Seasonal)		
	RMS FACS Club	Technical Music Director		
	RMS Knowledge Bowl	Winter Drumline		
	RMS Paper	Winterguard		
	RMS Robotics			
	RMS Strength Training (Seasonal)			
	RMS Student Senate			
	RMS Yearbook			
	Supermileage Club			

<b>SCHEDULE D 2019-2020</b>						
<b>NON-ATHLETIC</b>		<b>GROUP I</b>	<b>GROUP II</b>	<b>GROUP III</b>	<b>GROUP IV</b>	<b>GROUP V</b>
Base	Step	2.00%	3.00%	5.00%	7.00%	9.00%
30305	1	631	946	1,576	2,207	2,838
33010	2	687	1030	1,717	2,404	3,091
35716	3	743	1,115	1,858	2,601	3,344
38422	4	799	1,199	1,999	2,798	3,598
41128	5	856	1,284	2,140	2,995	3,851
<b>SCHEDULE D 2020-2021</b>						
<b>NON-ATHLETIC</b>		<b>GROUP I</b>	<b>GROUP II</b>	<b>GROUP III</b>	<b>GROUP IV</b>	<b>GROUP V</b>
Base	Step	2.00%	3.00%	5.00%	7.00%	9.00%
30911	1	643	965	1,608	2,251	2,894
33671	2	701	1051	1,752	2,452	3,153
36431	3	758	1,137	1,895	2,653	3,411
39191	4	815	1,223	2,039	2,854	3,670
41951	5	873	1,309	2,182	3,055	3,928

**Section 2. ROCORI EMPLOYEE EXTRACURRICULAR INCENTIVE INCREMENT:**

All coaches/advisors who are working in board-approved regular assignments are eligible for ROCORI employee extracurricular incentive increment payments. After ten years of service as a coach or advisor in the ROCORI District, while maintaining a board-approved regular assignment, a coach/advisor would receive an additional incentive increment of:

**Athletics**

Head Coach	\$350.00
Assistant. Coach	\$225.00
7th – 9 <sup>th</sup>	\$175.00
Elementary	\$125.00

**Nonathletics**

Group IV and V	\$150.00
Group I, II, III	\$100.00

**Section 3.** The exclusive representative negotiators, board negotiators, superintendent of schools, and Activities Director will meet on all board-approved additional extracurricular positions and determine placement on the Salary Schedule prior to the new positions being instated.

**Section 4.** All staff coaches and advisors are eligible to receive a free family activities pass.

## SCHEDULE E

### TRAVEL ALLOWANCE

Section 1. Authorized Travel: Authorized travel approved by the superintendent shall be by school owned vehicle or private automobile. Authorized travel by private automobile shall be reimbursed at the current IRS mileage allowance. Changes in the rate shall be effective at the time of the IRS authorization of allowance adjustments.



# SCHEDULE F

## GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the school district as provided by law with input from the district insurance committee.

Section 2. Health and Hospitalization Insurance: The school district shall contribute monthly toward the premium of the teachers who make application for and are eligible for membership in the district group insurance program as follows:

District Monthly Premium Contribution	September 2019	October 2019 - December 2020
Single Coverage	\$ 530.00	\$ 495.00
Family Coverage	\$ 1,375.00	\$ 1,160.00
Employee plus Spouse	n/a	\$ 870.00
Employee plus Child(ren)	n/a	\$ 750.00

For monthly premiums beginning January 2021, the District will contribute a full premium allowance toward the HSA compatible plan for the cost of single coverage. The District will contribute that same dollar amount toward the non-HSA compatible plans with the employee responsible for the premium difference. For monthly premiums beginning January 2021, for the non-single tier options, the District will contribute 85% of the respective monthly premium of the HSA compatible plan.

Any additional cost of the premium shall be paid for by the employee through payroll deduction.

Employees choosing a high-deductible plan will receive the following monthly district contribution into a health care savings account:

District Monthly VEBA/HSA Contribution	2019-20	2020-21
Single Coverage	\$ 180.00	\$ 180.00
Family Coverage	\$ 300.00	\$ 300.00
Employee plus Spouse	\$ 300.00	\$ 300.00
Employee plus Child(ren)	\$ 300.00	\$ 300.00

In the event that husband and wife from the same family are employed, they shall be eligible for the district contribution for one family plan or two single plans. If a high-deductible family plan is chosen when both husband and wife are employed, the District will contribute an additional \$800 annually to the health care savings account.

An employee choosing a non-single tier option may choose to extend the health savings account contribution to \$500 monthly. This extension is accomplished by reducing the district premium contribution by an equal amount. At no time will the total district contribution exceed the amount of the premium and the base health savings account contribution.

Subd. 1. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Subd. 2. Duration of Insurance Contribution: A teacher is eligible for school district contribution as provided in this Article as long as the teacher is employed by the school district. Upon termination of employment all district contribution shall cease. Employees on board approved unpaid leaves of absences will not be eligible for school district contribution for health and hospitalization insurance.

Subd. 3. Eligibility: Benefits provided in this Article are designed for full time personnel as described in Article III. Less than full time personnel benefits shall be on a pro rata basis. Eligibility is subject to any limitations as defined by statutory guidelines.

Subd. 4. Alternate Plan: The provisions of this section may also apply for teachers who wish to participate in and are eligible for an HMO or other alternate health and hospitalization insurance plan. The selection of the insurance carrier and policy shall be made by the school district. In no case shall more than one additional health and hospitalization plan be implemented.

Section 3. Long Term Disability: The school district shall provide each employee with long term disability insurance. The school district shall select the insurance plan and the carrier.

## Early Childhood Family Education/School Readiness

This section of the Master Agreement defines the provisions and benefits of employment extended to teachers in the Early Childhood (EC) Program.

Early Childhood teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, continuing contract teachers:

Article V	Teacher Rights
Article VII	Rates of Pay
Article X	Leave of Absence
Article XI	Unrequested Leaves of Absence
Article XII	Hours of Service
Article XIII	Length of School year
Appendices	

Section 1. Statutory Considerations: Pursuant to M.S. 122A.26, an Early Childhood Family Education/School Readiness (EC/SR) teacher who teaches in an early childhood and family education program which is offered through a community education program which qualifies for community education aid or EC aid must meet licensure requirements as a teacher. However, M.S. 122A.26 specifically provides that such licensure shall not be construed to bring such EC teacher within the definition of a teacher for purposes of M.S. 122A.40, Subdivision 1. or M.S. 122A.41, Subdivision 1.

Subd. 1. Teachers in the EC programs and the School Readiness programs must have specific licensure in Early Childhood Education, Parent Education or Pre- Kindergarten.

Section 2. Application of Agreement: The employment of EC teachers is unique and market driven and, accordingly, requires particular consideration in the Agreement because of this unique employment relationship.

Subd. 1. Right to Views: Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions of 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 if there be one; nor shall it be construed to require any public employee to perform labor or services against his/her will.

Subd. 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 terms and conditions of employment for such teachers with the school district or its designated representative.

Subd. 3. Request for Dues Check Off: Teachers shall have the right to request and be allowed dues check off for the teacher organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the teacher involved, the school district will deduct from the teacher's paycheck the dues that the teacher has agreed to pay the teacher organization during the period provided in said authorization.

Section 3. Probationary Period: The probationary period of EC teachers shall be three (3) school years of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an EC teacher, and the EC teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an EC teacher may be suspended or discharged only for just cause, and such EC teacher shall have access to the grievance procedure.

Section 4. Layoff and Recall: EC teachers shall have seniority only as an EC teacher and shall have a separate seniority list consisting only of EC teachers. An EC teacher shall not have any rights to any other teaching position in the School District.

Subd. 1. Seniority List: A separate seniority list will be kept for EC teachers. EC seniority will commence with an EC teacher's date of continuous employment. Total years of continuous employment over the length of their ROCORI Early Childhood teaching career shall be used to determine seniority. A teacher shall not accrue seniority while on long-term or unrequested leave but shall retain seniority already accrued. When seniority is used as the determining factor in this contract, the most senior teacher will have priority.

Subd. 2. Publication of Seniority List:

- A. Prior to November 30 of each school year the school district shall cause a seniority list (by name and date of employment and hours worked and such list shall include areas of certification of each teacher) to be prepared from its records. It shall thereupon post such list.
- B. Any person whose name appears on such list and who may disagree with the findings of the school district and the order of seniority in said list shall have twenty (20) days from the date of the posting to supply written documentation, proof and request for seniority change to the school district.
- C. Within ten days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes as are warranted. A final seniority list shall thereupon be prepared by the school district and posted as of January 1; this list, as revised, shall be binding on the school district and the teacher. Each year the school district shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.
- D. Seniority order for teachers will be determined in the following order:
  - 1. Total years of continuous employment
  - 2. Total hours worked
  - 3. Teacher holding the highest degree
  - 4. Most credits beyond the Bachelor's Degree
  - 5. Total years teaching experience in Minnesota
  - 6. Total years teaching experience
  - 7. Teacher licensed in most areas
  - 8. Board determination

Subd. 3. Layoff Procedures: EC teachers shall be laid off and recalled within order of seniority with other EC teachers.

- A. Given the fluidity of the program, increasing/decreasing work assignments by up to two classes will not be considered an increase/reduction of contract.
- B. If program cuts result in permanent loss of position or reduction of contract (contracted hours) greater than 10%, the reductions will be made in inverse order of seniority.

- C. EC teachers will be placed on lay off for a period up to 36 months and shall be rehired in order of seniority at the same step and lane that they were on when placed on lay off

Subd. 4. Additional Hours: As additional funding of the basic EC programs becomes available, the District will offer additional hours to the most senior EC hourly teachers based on licensure.

Section 5. Hours of Service, Duty Day, Duty Week and Duty Year: The hours of service, duty day, duty week, and duty year for Early Childhood teachers shall be as assigned by the School District and modified from time to time based upon the needs of the Early Childhood program. The hours assigned may include weekends, mornings, afternoons and evenings.

- A. The hours assigned may include weekends, mornings, afternoons and evenings.
- B. Early Childhood teachers who have a full-day assignment (consisting of two or more consecutive classes which extend to a teaching assignment of six hours or more in a single day) are entitled to a paid 30 minute, duty-free lunch period.

Section 6. Preparation Time: All EC teachers shall be provided preparation time consistent with and in proportion to the teaching assignment.

- A. Teaching Assignment: The teaching assignment for Early Childhood instructors includes the direct instructional time in the classroom as well as time designated for student supervision as children arrive for and leave the classroom.
- B. Definition: Preparation time includes designated time for lesson planning and preparation, classroom setup, taking down from classroom activities, organization of instructional resources, and similar classroom preparation.
- C. Allocation of Time: Individual teachers will receive five (5) minutes of preparation time for every twenty-five (25) minutes of instructional time (as defined in the teaching assignment, subpoint A). Preparation time will be included in the daily schedule in blocks of time no less than 20 minutes in length (unless the teaching assignment ratio equates, in entirety, to less than 20 minutes of preparation time). Any agreement to deviate from this procedure must be presented to the Association prior to the schedule being enacted.

D. Staff Meetings: Early Childhood staff meetings called by administrator(s) overseeing the program will be scheduled, as much as possible, at times other than the Teaching Assignment. EC teachers will be compensated for scheduled staff meetings at the regular/normal rate of pay.

Section 7. Assignments: Two (2) weeks prior to the start of each EC/SR session, the supervisor of the EC/SR program will send each EC/SR teacher a notice of assignment for that session. The two (2) week written assignment notice may be waived in the event of insufficient or excessive enrollment as determined by the supervisor.

## Section 8. Pay Schedule

Subd. 1. Schedule: Early Childhood Family Education (EC) hourly pay rates shall be calculated as the annual step as noted in Schedule B, divided by 1,456 hours a year (182 contract days times 8 hours).

Subd. 2. Placement: Placement on the EC pay schedule shall be as follows:  
For each accumulated year of service of more than 500 hours, teachers will receive an increment increase. Two years of service, with less than 500 hours in any one year, will receive an increment increase.

Subd. 3. Notification: EC hourly employees will be informed by May 15th or two weeks before the end of the school year of the estimated number of hours to be worked per week for the following school year.

Section 9. Sick Leave: All full-time EC teachers shall earn sick leave at the rate of 96 hours for each year of service in the employ of the school district. Part-time EC teachers shall earn sick leave pro rata based on full-time teachers.

Section 10. Personal Leave: EC hourly employees will be granted personal leave according to the following provisions. Teachers shall be granted three (3) personal leave days per year, at the discretion of the teacher, with the days used to be deducted from sick leave accumulation. A teacher shall be allowed to accumulate unused personal days up to five (5).

Subd. 1. Requests for a personal leave shall be made in writing to the superintendent through the EC Program Coordinator two (2) days in advance and no sooner ninety (90) days in advance. In the event of an emergency, an application will be made as soon as possible.

Subd. 2. A maximum of two (2) leaves may be granted on any day, district wide. However, the maximum may be expanded at the discretion of the School District.

Subd. 3. These benefits will be pro-rated based on the extent of full-time equivalent employment.

Section 11. Catastrophic Leave: All EC teachers shall be eligible to participate in the Catastrophic leave pool established for the ROCORI teaching staff. EC teachers must contribute to the pool according to the same conditions as other members of the teaching staff.

Section 12. Group Insurance:

All EC teachers shall be eligible to participate in the group health insurance plan as referenced in Article IX. Per this Article, benefits are prorated based on full time equivalency. Full time equivalency will be calculated based on the assignment notice approved on or before August 15<sup>th</sup>.

Section 13. Teacher Discipline:

Subd. 1. Purpose: Disciplinary action shall be imposed on teachers only for just cause and all disciplinary actions are subject to the grievance procedure established by this contract. Teachers are defined by Article III, Section 1.

- A. This section covers all EC teachers in the bargaining unit. Members of the bargaining unit being considered for dismissal shall be covered by Minnesota Statute.

Subd. 2. Disciplinary Action:

- A. All disciplinary action, where possible and appropriate, shall be corrective in nature and not punitive. Any disciplinary action shall include only the following and other corrective actions permitted by Minnesota statute, but will not necessarily be applied in this order:

- Oral warning/ reprimand, OR

- Written warning/reprimand (which include letters of expectation and letters of directives), OR

- Suspension with pay, OR

- Suspension without pay, OR

- Withholding of step and/or lane advances, OR



## Dismissal.

- B. Association Representation: The school district shall not meet with an employee for the purpose of questioning the employee during a formal investigation which is anticipated to lead to the suspension or dismissal without first offering the employee an opportunity for Association representation. Should the employee decide to waive the right to representation, the employee shall do so in writing, after notifying the exclusive representative of their intent to do so. A copy of such waiver shall be furnished to the local Association president or designated representative. The employee shall be advised of the nature of the allegation(s) prior to questioning.
- C. Reprimands: If an administrator has reason to reprimand an employee, it shall, if possible, be done in such a manner that will not embarrass the employee before other employees, students, or the public.
- D. Identifying Reprimands: Reprimands shall be identified as such at the time disciplinary action is administered. All written reprimands shall become part of the employee's permanent personnel file.
- E. Notification: A copy of a written reprimand shall be given to the employee prior to having such reprimand placed in the personnel file.

Subd. 3. Procedure for Suspension of EC Teachers: The District shall not propose suspension of any teacher without just cause. When a suspension is intended, the School District shall, before or at the time the action is taken, notify the employee in writing of the intended action and the specific reason(s) for such action.

The Association, or the employee, shall have the right to take up the suspension at the second (2nd) step of the grievance procedure and the matter shall be handled in accordance with this procedure. No suspension shall become a suspension without pay until an arbitrators hearing is held, as specified by Minnesota statute.

Subd. 4. Personnel File: An employee's personnel file shall contain only materials that are related to his/her employment. Initial infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel file.

Each employee shall be promptly furnished with a copy of all evaluative and disciplinary entries into his/her permanent personnel file. All entries shall be dated and signed. An employee shall have the right to place in his/her personnel file, a written response which shall be attached to the relevant document. Such responses must be submitted in a timely fashion. Employees may make a written appeal to the Superintendent to remove an entry from their personnel file which they feel is no longer appropriate. With approval of the Superintendent such an entry may be removed, provided that no further disciplinary action has been taken or is anticipated.

Materials in the employee's personnel file, upon the employee's request and following a clear demonstration by the employee that such material is incomplete or inaccurate, are to be immediately corrected, or, if false, immediately expunged from the file.

The contents of an employee's permanent personnel file shall be disclosed to the employee and to the employee's Association representative upon the written request of the employee. Upon written request by the employee, copies of such materials shall be provided to the employee at the expense of the employee or the Association.

Subd. 5. Investigation Meetings: In order that no unwarranted disciplinary action will take place against an employee, the District will make an appropriate investigation of any alleged violation of the Agreement, rules and regulations, laws or other restrictive edicts affecting an employee that could be sufficient cause for possible suspension or dismissal. If the evidence indicates that there may be sufficient cause for such disciplinary action, the involved employee will be informed that the investigation will continue and that the employee may be involved.

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

**For The EDUCATION MINNESOTA-ROCORI**

**For Independent School District No. 750**

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
HEAD NEGOTIATOR

\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_