## RICHFIELD PUBLIC SCHOOLS

# INDEPENDENT SCHOOL DISTRICT NO. 280 

MASTER AGREEMENT<br>with<br>EDUCATION RICHFIELD

for
2023-2025
I PURPOSE OF AGREEMENT ..... 1
II RECOGNITION OF EXCLUSIVE REPRESENTATIVE ..... 1
III DEFINITIONS ..... 1
IV RIGHTS AND RESPONSIBILITIES OF THE BARGAINING PARTIES ..... 2
V TEACHER'S RIGHTS ..... 2
Section 1. Personnel Files ..... 2
Section 2. Representation ..... 3
Section 3. Posting of Positions ..... 3
Section 4. Transfers ..... 3
Section 5. Absence Related to Teacher Responsibility ..... 4
Section 6. Discipline ..... 4
VI PROFESSIONAL ORGANIZATION RIGHTS ..... 4
Section 1. Dues Check Off ..... 4
Section 2. Political Action Deductions ..... 4
Section 3. Transferal of Funds ..... 4
Section 4. Professional Organization Leave ..... 5
Section 5. Education Richfield Activities ..... 5
VII TEACHERS' CONTRACTS ..... 5
Section 1. Continuing Contracts ..... 5
Section 2. Probationary Contracts ..... 5
Section 3. Temporary Contracts ..... 5
Section 4. Long Term Agreements ..... 6
Section 5. Sharing of Positions ..... 7
VIII FACTORS INVOLVED IN DETERMINATION OF SALARY ..... 8
Section 1. Placement on Salary Schedule ..... 8
Section 2. Lane Placement ..... 8
Section 3. Board and Graduate Credits ..... 10
Section 4. Lane Change ..... 11
Section 5. Required Credits ..... 11
Section 6. Physical Examinations ..... 11
Section 7. Annual Increments ..... 11
IX TERMINATION OF CONTRACT ..... 12
Section 1. Resignations ..... 12
Section 2. Probationary Teachers ..... 12
Section 3. Continuing Contract Teachers ..... 13
X LEAVES OF ABSENCE ..... 14
Section 1. Sick Leave ..... 14
Section 2. Disaster Leave ..... 15
Section 3. Personal Leave ..... 16
Section 4. Bereavement Leave ..... 16
Section 5. Unpaid Leave ..... 16
Section 6. Leave for Jury Duty ..... 17
Section 7. Professional Leave ..... 17
Section 8. Extended Leaves ..... 17
Section 9. Unrequested Leave of Absence for Part-time Teachers ..... 23
Section 10.Unrequested Leave of Absence for Full-time Teachers ..... 26
Section 11.Change in Status from Full-Time to Part-Time or from Part-Time to Full-Time31
Section 12. Realignment ..... 31
Section 13. License on File ..... 31
XI GRIEVANCE PROCEDURE ..... 32
Section 1. Definitions ..... 32
Section 2. Procedures ..... 32
XII COMMITTEES ..... 34
Section 1. Meet and Confer Committee ..... 34
Section 2. Medical and Dental Benefits Committee ..... 34
Section 3. Staff Development Advisory Committee ..... 35
XIII SCHOOL YEAR ..... 35
Section 1. School Year ..... 35
Section 2. School Calendar ..... 35
Section 3. Alternative School Year Calendars ..... 35
XIV SCHOOL DAY
Section 1. Length of School Day ..... 36
Section 2. Pay for Additional Assignments with Students ..... 36
Section 3. Preparation Time ..... 36
Section 4. Lunch Period ..... 36
Section 5. Travel Time ..... 36
XV FRINGE BENEFITS ..... 36
Section 1. Medical Benefits Program ..... 36
Section 2. Income Protection ..... 38
Section 3. Worker's Compensation ..... 39
Section 4. Tax Deferred Programs ..... 39
Section 5. Dental Benefits Program ..... 40
Section 6. Life Insurance ..... 40
Section 7. No Claim ..... 40
XVI SALARY PAYMENT ..... 40
Section 1. Method of Pay ..... 40
Section 2. Deductions ..... 40
Section 3. Compensation for Extra Assignments ..... 41
Section 4. Daily Rate of Pay ..... 41
Section 5. Overpayment ..... 41
XVII PUBLICATION OF THE AGREEMENT ..... 41
XVIII SALARY AND ECONOMIC WELFARE ..... 41
Section 1. Appendices ..... 41
Section 2. Salary Schedule ..... 41
Section 3. Career Salaries ..... 42
Section 4. Extra Compensation ..... 42
Section 5. Co-Curricular Salaries ..... 42
Section 6. Automobile Expense Reimbursement ..... 42
Section 7. Incentive for Early Retirement ..... 42
Section 8. Communications - Cellular or Smart Phone Stipend ..... 44
XIX DISCIPLINE ..... 45
Section 1. Just Cause ..... 45
Section 2. Advance Notice of Anticipated Action ..... 45
Section 3. Discipline Levels ..... 45
Section 4. Miscellaneous ..... 45
Section 5. Intent of the Parties ..... 46
XX DURATION OF AGREEMENT ..... 46
Section 1. Duration ..... 46
Section 2. Amendment ..... 46
Section 3. Severability ..... 46
Section 4. Conclusion ..... 46
DOCUMENT AUTHORIZATION ..... 47

## APPENDICES

APPENDIX A 2023-2024 Salary Schedule ..... 48
APPENDIX B 2024-2025 Salary Schedule ..... 48
APPENDIX D Extended Professional Assignments ..... 49
D 1 Summer/ALC Instructional Programs ..... 49
D 2 Curriculum Writing/Staff Development ..... 49
D 3 Driver Education ..... 49
D 4 Online Learning Instruction ..... 49
D 5 Educational Leadership ..... 49
D 6 Extended Time Assignments ..... 50
D 7 National and Other Certifications ..... 50
D 8 Continuing Contract Bonus ..... 50
D 9 College in the Schools ..... 50
D 10 Check and Connect Monitors ..... 51
D 11 Bilingual Fluency ..... 51
D 12 Teacher Shortage or Hard-to-Fill Areas ..... 51
APPENDIX E Co-Curricular Salary Schedule for 2023-2025 ..... 52
MEMORANDUM OF AGREEMENTS
Meeting and Preparation Time ..... 57
Improvement Planning ..... 61
Meet and Confer ..... 63
Early Childhood/Pre-School Teacher ..... 61
Building Substitutes ..... 67
Meet and Confer/Statutory Changes ..... 69
Lane Change Credits ..... 71
Due Proccess Paperwork ..... 73
Earned Sick and Stafe Time ..... 75E-Learning Day Plans

## ARTICLE I

PURPOSE OF AGREEMENT
This Master Agreement, entered into between the Board of Education of Independent School District No. 280, Richfield, Minnesota (hereinafter referred to as the School Board, Board, School District, District), and Education Richfield (hereinafter referred to as ER, Exclusive Representative), pursuant to and in compliance with the Public Employment Labor Relations Act (hereinafter referred to as P.E.L.R.A.), provides the terms and conditions of employment for teachers during the term of this Agreement.

## ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE
Section 1. In accordance with P.E.L.R.A., the School District recognizes ER as the Exclusive Representative of teachers employed by Independent School District No. 280. The ER, as Exclusive Representative, shall have those rights and duties as prescribed by P.E.L.R.A. in the provisions of this Agreement and in said Act.

Section 2. The Exclusive Representative shall represent all the teachers of the District as defined in Article III of this Agreement.

Section 3. The District agrees not to negotiate with or recognize any teacher's organization other than ER so long as ER is the duly authorized, exclusive bargaining agent of the teachers in this District. Both parties acknowledge that their rights and responsibilities are those set forth in P.E.L.R.A. and anything in the Agreement not in conformity with said Act shall be null and void.

## ARTICLE III <br> DEFINITIONS

Section 1. "Teacher" shall mean all persons in the appropriate unit employed by a school district in a position for which the person must be licensed by the State Department of Education and as defined in P.E.L.R.A., including those on leave of absence who are guaranteed a position upon their return. "Teacher" shall also mean those reserve teachers hired to replace an absent teacher, which absent teacher at the time of absence is a public employee, when the reserve teacher is employed more than 30 working days as a replacement for that teacher. Reserve teachers who meet the foregoing qualifications shall be entitled to the benefits established by this Agreement on their thirty-first (31st) day of employment. Excluded from the unit are supervisory employees, confidential employees, superintendents, assistant superintendents, and also principals, assistant principals who devote more than fifty percent $(50 \%)$ of their time to administrative or supervisory duties, teachers working in a substitute teacher assignment, and all other employees excluded by P.E.L.R.A.

Section 2. The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, adultto student ratios in classrooms, student testing, student-to-personnel ratios and the employer's personnel policies included in this Agreement. The term does not mean educational policies of the School District.

Section 3. Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

## ARTICLE IV <br> RIGHTS AND RESPONSIBILITIES OF THE BARGAINING PARTIES

Section 1. It is recognized that the parties to this Agreement have certain rights and responsibilities as set forth in P.E.L.R.A. and that both parties must conduct themselves pursuant to the legal rights and responsibilities as defined in the statutes of the State of Minnesota.

Section 2. Both parties acknowledge that they are bound to all applicable statutes of the State of Minnesota and the United States of America and that they must responsibly keep and abide by such statutes including the rights conferred thereby to individuals. If any provision of this Agreement is inconsistent or in violation of the aforesaid statutes, such provisions shall be invalid but shall not void or destroy the other provisions in this Agreement.

Section 3. The School District is to furnish to the Exclusive Representative information or statistics which are pertinent to the bargaining process or the implementation of the Agreement. This information is to be furnished as requested as soon as feasible under reasonable procedures.

## ARTICLE V TEACHER'S RIGHTS

## Section 1. Personnel Files

A. All evaluations and files relating to each individual teacher shall be available to the teacher upon written request to the Superintendent of Schools or designee, except those generated outside the District prior to January 1, 1976 shall be available at Superintendent's discretion.
B. A representative of ER may, at the teacher's request, accompany the teacher while these files are being examined. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein.
C. When any material that is used as a basis for discipline of an individual teacher is included in the teacher's personnel file, the teacher shall be notified within ten (10) school days of the inclusion date.
D. The District shall expunge from the teacher's file any material found to be false or inaccurate through the grievance procedure. The expungment proceedings shall begin within twenty (20) days after the teacher has knowledge of the inclusion in the files of the material to be expunged.
E. Inactive files will be handled as required by law.
F. The official record will be the one kept in the School District Office and/or maintained on District managed network file servers.

## Section 2. Representation

If any teacher reasonably believes that discipline may result from a meeting with a supervisor and requests the presence of a representative of ER, the discussion will then be postponed until a further meeting with an ER representative present can be scheduled.

## Section 3. Posting of Positions

Any vacancy of a teaching or co-curricular position will be communicated to all teachers through notice on the District website and all-district email. If a decision is made to combine co-curricular positions and stipends, the combined position will be posted.

Section 4. Transfers
A. Voluntary Transfers

1. A request for a transfer involving assignment to another school building within the District should be submitted to the Human Resources Department by March 1. Such request should include specific reasons for the desire to transfer.
2. A request for a change in grade level within the building should be submitted to the appropriate school principal by March 1.
3. Teachers requesting a transfer will receive written notification of the disposition of the request by May 15 .
B. Involuntary Transfers

Notice of involuntary transfers shall be given to the teacher involved by May 15. At the time of notice or prior thereto, the teacher involved will be notified of the reasons for the transfer and shall have the right to meet with the Superintendent or designee. Changes in teaching assignments made after May 15 shall be limited to the minimum needed to meet the needs of the District educational program.

## Section 5. Absence Related to Teacher Responsibility

If a teacher is required to attend a legal proceeding under direction of a subpoena, an order of a judge, or a request by attorneys representing the School District which pertains to actions taken by the teacher while fulfilling employment responsibilities, the teacher will not incur any loss of salary or leave time.

## Section 6. Discipline

It is expected that teachers will use professional judgment and accepted methods to maintain order, or to protect persons or property.

## ARTICLE VI PROFESSIONAL ORGANIZATION RIGHTS

## Section 1. Dues Check Off

Teachers shall have the right to request and be allowed dues check off for the Exclusive Representative as provided in statute. A uniform procedure for processing dues check off will be established. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. The act of providing dues check off shall not be interpreted to indicate recognition of any organization under the terms of this Agreement.

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

## Section 2. Political Action Deductions

Teachers shall have the right to request and be allowed a salary deduction for one political action committee as identified by the Exclusive Representative. A uniform procedure for processing and required documentation authorizing deductions will be established and managed by the Exclusive Representative. Deductions will be identified at the beginning of the school year and processed from each remaining payroll. The Exclusive Representative is responsible for all legal and compliance issues associated with this deduction.

## Section 3. Transferral of Funds

The District shall transfer to ER all money it has deducted at the request of ER members under the provisions of Section 1 and 2 of this Article. Each of the transfers provided in this Section shall be completed on or before the end of each month during which payroll deductions are made and shall be accompanied by an alphabetical list of the names of teachers for whom deductions were made.

## Section 4. Professional Organization Leave

The Exclusive Representative will be granted annually a total of twenty-eight (28) days, nonaccumulative, to be used by organization members for attendance at conferences, meeting and conventions and/or for processing grievances, negotiation, mediation sessions and/or arbitration hearings. An additional ten (10) days annually, nonaccumulative, shall be available for use by the Exclusive Representative by paying the reserve teacher cost. These days are to be distributed by the President of the organization. Half-days are acceptable. Advance notice of the time desired will be submitted to the Human Resources Department.

Up to three (3) fully paid days and up to three (3) days wherein the union pays the reserve teacher costs, not used in the previous year, may accumulate for use in the subsequent year by the organization members as referred to above in this section.

## Section 5. Education Richfield Activities

The Exclusive Representative shall have the right to use the District mail service, bulletin boards, buildings, equipment and access to District provided e-mail, as well as conduct meetings in accordance with written guidelines contained in the Board Policies, Administrative Guidelines and Employee Handbook.

## ARTICLE VII TEACHERS' CONTRACTS

## Section 1. Continuing Contracts

A. A continuing contract may be for the length of a specific program and is not necessarily for the School Year as specified in Article XIII, Section 1.
B. Retention of license(s): Teachers hired on and after January 1, 2004 shall be required to maintain the license(s) in the major area(s) they were initially hired with or which they are currently teaching unless they have not taught in an area of licensure within the last five (5) years of employment in the District. Violation of this provision shall be deemed to be insubordination and may result in discipline up to and including termination of the teacher's individual contract under Minn. Stat. § 122A.40.

Section 2. Probationary Contracts
A probationary contract may be issued to any legally licensed teacher who is in a probationary period as defined by Minnesota Statute. This contract may be for the length of a specific program and is not necessarily for the School Year as specified in Article XIII, Section 1.

## Section 3. Temporary Contracts

A. A temporary contract may be issued to a legally licensed teacher who is serving during the duration of a year's leave of absence of a regularly contracted teacher in the Independent School District No. 280.
B. Salaries for a temporary contract shall be determined in the same manner as salaries for a probationary or continuing contract.
C. Personnel teaching under a temporary contract must formally apply to the Human Resources Department as any candidate desiring a teaching position in Richfield. Teachers who have a temporary contract must also formally apply to the Human Resources Department to be eligible for another temporary contract.
D. A year under temporary contract will count as a valid probationary year if the teacher is hired for the ensuing year under a regular contract and has fulfilled the requirements as defined in Minnesota statute.

## Section 4. Long Term Agreements

A. A long term agreement for less than a school year may be issued to a legally licensed teacher for the purpose of filling vacancies which may have been caused by leaves of absence.
B. Reserve teachers as defined in Article III, Section I shall on the thirty-first (31st) day of employment be issued a long term Agreement for salary purposes retroactive to the first day of the thirty-day period. If the individual can qualify for health and accident coverage, it will be made available at the individual's expense.

1. If the individual is to be employed for more than half the year, the District shall pay the premium to the same extent as any other teacher on a Long Term Agreement.
2. If the initial employment was to be for less than half of the school year but extends beyond eighty-five (85) days, the District will reimburse the individual for the cost of the premium to the same extent as any other teacher on a Long Term Agreement.
C. Salaries for a long term agreement shall be based on the first step of the training category for which the teacher is qualified or some greater amount as agreed upon by the parties.
D. Personnel teaching under a long-term agreement must formally apply as any other candidate if they desire a position for the ensuing year.
E. Personnel teaching under long term agreements are eligible for one (1) sick leave day per month of teaching and shall be paid for holidays specified in Article XIII, Section 1 if they occur during their time of employment.

Section 5. Sharing of Positions
A. Teachers who have been issued continuing contracts under Section 1 of this Article may request to share a teaching position as provided herein. A teacher selected to share a position shall retain membership in the Bargaining Unit and shall, therefore, be considered to meet the definition of "Teacher" in Article III, Section 1. The terms and conditions of this Master Agreement shall apply unless expressly altered in the following Divisions of this Section.

1. Those teachers wishing to share a position shall make application to the Human Resources Department. Initial or renewal applications should be made as early as possible to facilitate staffing plans for the following school year during which the position will be shared.
2. Applications may or may not be approved and/or renewed on a yearly basis at the discretion of the Director of Human Resources. At the time an application is approved, participating teachers shall mutually agree in writing: to the dates of duty, that the reduction in hours is wholly voluntary for unemployment compensation purposes during that year, to the repayment of any salary advanced that is subsequently unearned, and to any other necessary conditions which are consistent with the provisions of this Section. A copy of this Agreement shall be forwarded to the Exclusive Representative.

A shared position may include a .5 FTE vacancy created when a 1.0 FTE teacher assumes a . 5 FTE teacher on special assignment position.
B. A teacher who is sharing a position under the provisions of this Section shall retain full seniority rights and shall be considered to meet the definition of "Teacher" in Article X , Section 10, Div. B, Subd. 1.
C. A teacher who is sharing a position under the provisions of this Section shall retain the right to elect all insurance coverage (e.g. Hospitalization-Major Medical, Life Insurance, Long Term Disability Insurance, Dental). Premiums will be prorated for any teacher assuming a share position from the onset of the assignment. Long Term Disability benefits shall be determined as provided in Article XV, Section 2. Teachers assuming shared positions will be eligible for LTD benefits based on their shared salary level.
Teachers sharing a position shall be immediately eligible for all fringe benefit improvements or new programs as they become effective.
D. A teacher who is sharing a position shall retain for use all accrued sick leave. Additional sick leave shall be accrued on a prorated basis according to the number of days of duty
E. The District contribution to the Tax Deferred Program shall continue on a matching basis according to the provisions of Article XV, Section 4; however, the District shall match the appropriate percent of the salary which is actually paid to the teacher rather than the scheduled salary.
F. A teacher who is sharing a position shall be eligible for the provisions of Article XVIII, Section 7, Incentive for Early Retirement, with the benefit prorated. Teachers sharing a position after July 1, 1998 will receive a prorated benefit for the years of shared service after July 1, 1998.
G. A teacher who has three (3) years or more of allowable service in Minnesota schools may pay into the Minnesota Teachers Retirement Association fund upon the same basis and in the same amounts as would be payable or accrued were the teacher not sharing a position. To qualify for this provision the criteria established in M.S. 354.66 must be met. A teacher's contributions based on this Division may not be continued for a period longer than ten (10) years.
H. The amount of pay for a teacher sharing a position shall be prorated according to Article XVI, Section 4, Daily Rate of Pay. The method of pay shall be as provided in Article XVI, Section 1; unless the teacher elects to receive complete payment during the period of duty.
I. Placement on the salary schedule for a teacher sharing a position shall be according to Article VIII.

## ARTICLE VIII <br> FACTORS INVOLVED IN DETERMINATION OF SALARY

Section 1. Placement on Salary Schedule
Each teacher shall be placed and paid on the proper step or half step and lane of the salary schedules of Appendix A or B. This amount shall be termed the scheduled salary. A teacher who has had prior teaching experience or experience in other fields of endeavor will be placed on the salary schedule as agreed between the School Board and the teacher at the time of hiring. Any salary schedule advancements during the teachers employment will be based on this initial placement.

## Section 2. Lane Placement

## A. Bachelor's Degree

A completion of a four-year college course at an accredited teacher training institution with the granting of a degree of B.A., B.S., B.E., or a degree of equal value.
B. Bachelor's Degree Plus 10 Semester Hour Credits

The four-year definition as above plus 10 semester hour credits, these to be acquired after the granting of the degree that qualified the individual for a teaching license and shall be either graduate or undergraduate credit in the teacher's field or related fields.
C. Bachelor's Degree Plus 20 Semester Hour Credits

The four-year definition as above plus 20 semester hour credits, these to be acquired after the granting of the degree that qualified the individual for a teaching license and shall be either graduate or undergraduate credit in the teacher's field or related fields.

## D. Bachelor's Degree Plus 30 Semester Hour Credits

The four-year definition as above plus 30 semester hour credits, these to be acquired after the granting of the degree that qualified the individual for a teaching license and shall be either graduate or undergraduate credit in the teacher's field or related fields.
E. Bachelor's Degree Plus 40 Semester Hour Credits

The four-year definition as above plus 40 semester hour credits, these to be acquired after the granting of the degree that qualified the individual for a teaching license and shall be either graduate or undergraduate credit in the teacher's field or related fields.
F. Master's Degree

Requires the completion of one year of graduate work at an accredited teacher-training institution with the granting of a degree of M.A., M.S., or a degree of equal value.
G. Master's Degree Plus 10 Semester Hour Credits

Requires the completion of 10 semester hour graduate credits in the teacher's field or related fields after the granting of the degree of M.A., M.S., or a degree of equal value that qualified the individual for a teaching license.

## H. Master's Degree Plus 20 Semester Hour Credits

Requires the completion of 20 semester hour graduate credits in the teacher's field or related fields after the granting of the degree of M.A., M.S., or a degree of equal value that qualified the individual for a teaching license.
I. Master's Degree Plus 30 Semester Hour Credits

Requires the completion of 30 semester hour graduate credits in the teacher's field or related fields after the granting of the degree of M.A., M.S., or a degree of equal value that qualified the individual for a teaching license.
J. Master's Degree Plus 40 Semester Hour Credits

Requires the completion of 40 semester hour graduate credits in the teacher's field or related fields after the granting of the degree of M.A., M.S., or a degree of equal value that qualified the individual for a teaching license.
K. Specialists Degree

A Specialists Degree from an accredited teacher-training institution will be recognized as the equivalent of a Master's Degree Plus 40 Semester Hour Credits.

## L. Doctorate

Requires the awarding of a Ph.D. or Ed.D. at an accredited teacher training institution.

## M. School Nurses

The salary for a Public Health Nurse shall be on the basis of the Salary Schedules in Appendix A or B. Credits for lane placement for Public Health Nurses must be in the field of Public Health Nursing or related fields as approved by the Superintendent or designee.

## Section 3. Board and Graduate Credits

## A. Board Credits

The District may approve credits for lane change purposes upon the completion of district organized professional growth classes which take place outside the school day. One credit may be approved for every 15 hours. Partial credit will not be given for workshops or portions of less than 15 hours. Teachers must receive certification of completion of the course requirements to receive credit. Teachers receiving credit will not receive any other hourly remuneration for the classes.

## B. Graduate Credits Prior to Receiving Teaching License

For new hires on and after July 1, 2001, academic credit earned in connection with securing a teaching license following the attainment of a non-teaching degree before initial employment may be considered and granted at Board discretion if the work is completed in a graduate program.
C. Credits Granted in Master's Categories

A teacher with a Master's Degree may, with the approval of the administration, fulfill the requirement of the Master's Degree Plus 10 category through Master's Degree Plus 40 category with either graduate or undergraduate credits.

## D. Exceptions to Timing Requirements

Effective July 1, 2024, the District, in its sole discretion, may grant exceptions to the timing requirements identified in this section. Special consideration will be given for coordinated programs of study (e.g. certification programs) or Master's Degree programs requiring significantly more credits than typical programs. A teacher seeking approval for credits associated with a coordinated program must show evidence that the course work was taken at the graduate level and credits were not applied toward the Master's Degree utilized for salary schedule placement. Grievances associated with the District decision regarding this provision are limited to a Level 1 Grievance.

## E. Prior Approval

Credits earned through college coursework to be considered for lane advancement must be approved by the Human Resources Department in writing prior to taking the courses. In the event of a course cancellation, amended request for approval shall be made by the teacher as soon as possible. A form for such purposes will be provided by the school district.

Section 4. Lane Change
The level of training for placement on the salary schedule shall be determined by the amount of training as of October 1 and/or February 1 and/or April 1 of each school year. Training credits filed by October 1 shall be retroactive to the beginning of that particular school year. Training credits filed by February 1 will receive credit for one-half year, and training credits filed by April 1 will receive credit for one-fourth year.

## Section 5. Required Credits

In those cases where the District requests a teacher to obtain an additional license to meet District needs, the teacher will be reimbursed for the cost of tuition and required text books incurred in meeting the licensure requirements.

## Section 6. Physical Examinations

Physical examinations will be required of staff members upon request by the District to the extent provided by law. When so required, the District will pay the cost of the examination if the staff member obtains the examination at a District designated facility using the District's physical examination form. The staff member will be reimbursed up to the amount paid by the District at its designated facility if the staff member obtains the physical examination at a facility other than that designated by the District and upon presentation of the completed physical examination form along with an itemized statement from the examining facility.

## Section 7. Annual Increments

A. The salary schedules are not to be construed as a part of a teacher's continuing contract and the School Board reserves the right to withhold increment advance and lane changes or any other salary increase as the School Board shall determine.

Annual increments for the life of this Agreement shall be according to the salary schedule and provisions attached hereto until the schedule maximums are reached. The annual increment shall be contingent upon satisfactory work and evidence of growth on the part of licensed personnel. The School Board may, upon recommendation of the Superintendent, withhold increments provided, however, that any teacher aggrieved by such withholding shall have recourse to the grievance procedure provided herein. The Board acknowledges that its proof of dissatisfactory performance must be clear and convincing and that it must produce such proof in the handling of any grievance under this Section.

Part-time teachers who qualify for the annual increment as identified above, will be eligible for the annual increments based on the following schedule:

1. Teachers who work in Richfield less than .4 FTE , the teacher will receive $1 / 2$ increment credit on the salary schedule every two years.
2. For each year of service in Richfield, teachers working . 4 FTE up to .5999 FTE will receive $1 / 2$ increment credit
3. For teachers working . 6 FTE or more for the year will receive one full increment credit.
B. The Superintendent's Office will warn any teacher whose work may become unsatisfactory whenever such evidence becomes apparent so that correction can be attempted.
4. In the event of dissatisfaction with a licensed person's performance, the principal shall notify the teacher, in writing, prior to February 1 , stating the specific areas of criticism in order that a program of improvement can be implemented.
5. The principal shall develop with the licensed person and all such other personnel deemed appropriate by the principal or the licensed person, a program of improvement. This program will be in writing and signed by the licensed person and principal.
6. Not later than March 30, the principal shall prepare a written report to the Superintendent concerning the licensed person's progress on the program of improvement. A copy of this written evaluation shall be given to the licensed person within five (5) days.
7. If progress toward a program of improvement is not satisfactory after an agreed period of time, the annual increment or salary increase may be withheld in accordance with subsection A. above.

## ARTICLE IX <br> TERMINATION OF CONTRACT

## Section 1. Resignations

Written resignations of a teacher shall be submitted to the Human Resources Department prior to April 1 provided negotiations have been completed for a Master Agreement for the succeeding school year in compliance with P.E.L.R.A. prior to March 1. The teacher's right of resignation shall be extended to the $30^{\text {th }}$ calendar day following the adoption of the Master Agreement in compliance with P.E.L.R.A. Such written resignation by the teacher shall be effective as of June 30 if submitted prior to that date or, if submitted thereafter, shall be effective July 15, and the teachers' right of resignation for the school year then beginning shall cease on July 15.

The School Board may accept a resignation during the school year at its sole discretion.

## Section 2. Probationary Teachers

During the probationary period, annual contracts may or may not be renewed as the School Board sees fit. If it sees fit not to renew a contract, it shall give the teacher written notice to that effect before July 1. The teacher may request in writing the reason for nonrenewal of the contract and the School Board must furnish such reason within ten (10) days after the request. The School Board also must include in its response a statement that appropriate supervision was furnished as set forth in Subdivision 5 of M.S. 122A. 40.

## Section 3. Continuing Contract Teachers

A teacher who holds a continuing contract shall be entitled to have the contract remain in full force except as modified by mutual consent:
A. Until the contract is terminated by majority roll call vote of the full membership of the School Board on the basis of any of the grounds set forth in Subdivision 9 of M.S. 122A.40.

1. Inefficiency in teaching or in the management of a school, consistent with Minnesota Statutes section 122A. 40 subdivision8, paragraph (b);
2. Neglect of duty or persistent violation of school laws, rules, regulations or directives
3. Conduct unbecoming a teacher which materially impairs educational effectiveness
4. Other good and sufficient grounds rendering the teacher unfit to perform the teacher's duties.

Before a teacher's contract is terminated by the School Board under Subdivision 9, the School Board shall notify the teacher in writing, stating its grounds for the proposed termination in reasonable detail and informing the teacher of the right to make a written request for a hearing, before the School Board within fourteen (14) days after receipt of such notification. If the teacher makes a request for a hearing before the School Board within fourteen (14) days after receipt of the notification, the School Board shall grant the hearing before final action is taken. If no hearing is requested, lack of such request shall be deemed agreement by the teacher to the School Board's action to terminate.
B. Until the teacher resigns in writing.
C. Until the teacher is discharged effective immediately, on any grounds set forth in Subdivision 13 of M.S. 122A. 40 .

1. Immoral conduct, insubordination or conviction of a felony.
2. Conduct unbecoming a teacher which requires the immediate removal of the teacher from classroom or other duties.
3. Failure without justifiable cause to teach without first securing the written release of the School Board.
4. Gross inefficiency which the teacher has failed to correct after reasonable written notice.
5. Willful neglect of duty.
6. Continuing physical or mental disability subsequent to a twelve (12) month leave of absence and inability to qualify for reinstatement in accordance with statute. Prior to discharging a teacher under Subdivision 13, the School Board shall notify the teacher
in writing and state its grounds for the proposed discharge in reasonable detail. Within ten (10) days after receipt of the notification, the teacher may make a request for a hearing before the School Board and it shall be granted before final action is taken. The School Board may, however, suspend the teacher with pay pending the outcome of such hearing, and the determination of the issue raised after charges have been filed as grounds for discharge. In the event the teacher is suspended because of being charged with a felony, the suspension will be without pay.

## ARTICLE X <br> LEAVES OF ABSENCE

## Section 1. Sick Leave

A. Sick leave allowance of twelve (12) days per year, accumulative, shall be allowed.
B. One (1) additional day of sick leave on an accumulative basis shall be allowed for summer school. If unused, this day will be added to the total accumulated sick leave to date.
C. Days of sick leave shall be credited when the school year starts. Teachers who work less than the full school year shall receive sick leave on a pro rata basis.
D. A day for the purposes of this Section shall be equal to the hours the individual works in a regular school day.
E. A report of the balance of the accumulated sick leave will be reported on the employee's regular bi-monthly pay report.
F. Sick leave days accumulated prior to each July 1 will remain in force.
G. A teacher with accumulated sick leave, employed in summer school, shall be eligible to use accumulated sick leave during the regularly scheduled summer school period. A day of sick leave used during summer school shall result in a deduction of a full day of sick leave.
H. The procedure for use of sick leave shall include the prompt reporting of the absence.
I. A teacher may use one (1) day of sick leave for each day of personal illness. Sick leave pay shall be allowed by the school district whenever a teacher's absence is found to have been due to illness which prevented the teacher's attendance at school or as is otherwise provided by law.
J. A teacher may use up to two (2) days of accumulated sick leave to care for a newly born or adopted child. Beginning July 1, 1999, unused personal leave, set out in Section 3, may accumulate to a maximum of fifteen (15) days to be used to care for a newly born or adopted child.

## K. Medical Certificate

The School District may require a teacher to furnish a medical certificate from a licensed medical professional as to evidence of illness, medical condition (e.g. childbirth), or accident, indicating such absence was due to illness or injury, to qualify for sick leave pay. Such medical certificate may pertain to the teacher, child, or other individual as appropriate to the Division of Section 1 cited in the leave request. Any leave of five or more consecutive days of absence or intermittent days required to care for the same medical condition within the same school year will require a medical certificate from a licensed medical provider. The final determination as to the eligibility of a teacher for sick leave is reserved to the School District. In the event that a medical certificate will be required for unrelated intermittent leave, the teacher will be so advised.

Section 2. Disaster Leave
If the following conditions are met, additional sick leave benefits shall be granted to any teacher who has exhausted accumulated sick leave, personal leave, and all other types of paid leave for which the teacher is eligible: (1) the teacher has been continuously disabled and unable to teach for a period of 30 or more consecutive duty days, as certified by a physician; (2) the teacher is suffering from a catastrophic illness or injury, as defined below; (3) the teacher is not under investigation; (4) the teacher has not received notice of termination or provided notice of resignation or retirement; (5) the teacher has submitted a written application for disaster leave benefits to the Human Resources Department; and (6) the application and supplemental materials required for LTD benefits have been submitted to the insurance carrier. If these conditions are met, disaster leave benefits shall commence as of the duty day immediately following the last day of regular sick leave and personal leave payment. In the event the teacher is under investigation when the employee would otherwise qualify for disaster leave, the benefits shall commence as of the duty day of final disposition of discipline or the original date of eligibility if the allegations are determined to be unfounded. Disaster leave benefits shall continue only for period during which the teacher remains continuously disabled and unable to teach and shall cease no later than the 78th calendar day of the catastrophic illness or injury.

For purposes of this Article, an employee suffers from a "catastrophic illness or injury" if the employee has a critical, non-occupational illness or injury that prevents the employee from performing his/her job duties, has a diagnosed disability that would generally qualify for LTD and is of sufficient severity that the employee is likely to be found eligible for LTD benefits as certified by a physician. Examples of catastrophic illnesses or injuries include, but are not limited to, cancer, paralysis, brain injury, spinal injury, or amputation.

Normal pregnancies, childbirths without complications, and elective surgeries that do not arise out of a serious health condition do not qualify as a catastrophic illness or injury.
A. Each regularly employed teacher may be granted three (3) days of personal leave per year, which will be deducted from accumulated sick leave when used, to handle important personal matters at the teacher's own discretion. Requests for such leave must be made to the building principal at least two (2) work days in advance. Not more than five percent (5\%) of a building's teaching staff, or two members, whichever is greater, shall be permitted to use this personal leave at one time. If the number of requests received at least eight (8) weeks in advance exceeds the maximum for a given date, the principal will give priority to individuals who have not used this provision in the past.
B. Only one day per year may be used on a day immediately preceding or following a break in the school calendar. Additional days connected to a break within the same school year or consecutive days connected to a break will be without pay unless emergency circumstances allow leave under Sections 1, 2, or 4 . For purposes of this section, a break in the school calendar is considered any day, other than Saturdays or Sundays, staff are not assigned to be at work.

The District may approve requests from continuing contract teachers to waive the above provision (Article $X$, Section 3B) due to unique circumstances (e.g. weddings, graduations out of state, elective surgery), once in a teacher's career, provided written notice of such request is made at least four (4) weeks in advance of the intended date of the personal leave of absence.
C. Unused personal leave may accumulate to a maximum of fifteen (15) days, for use in accordance with Article X, Section 1, Division L of this agreement.
D. In the event a teacher expends all available personal leave days during the year to observe religious holidays, and either has a unique circumstance or otherwise is required to be absent from work to handle important personal matters that could not be handled outside of the duty day, the teacher may request up to two (2) additional days of accumulated sick leave be made available during the year. Determination regarding the eligibility of the additional days of absence will be at the discretion of the District.

## Section 4. Bereavement Leave

Upon advance notice and arrangement with the building principal, up to five (5) days per year of paid leave, non-accumulative, may be used by a teacher for the attendance at or to make the arrangement for the funeral of a relative or friend. Days used for bereavement leave are not deducted from accumulated sick leave.

## Section 5. Unpaid Leave

Leaves for other reasons may be granted by the Human Resources Department subject to a determination by the Superintendent or designee that the leave of absence will not interfere with the
quality of the educational program. Unpaid leave may not be taken unless prior approval is given. Such leave will result in a full day's deduction in salary as computed in Article XVI, Section 4.

## Section 6. Leave for Jury Duty

A. If a teacher is summoned for jury duty day(s), including the extended school year program, notice thereof will be promptly given to the Human Resources Department and paid leave shall be granted for the period of jury duty required.
B. The teacher shall reimburse the District any per diem paid to a juror by the court for jury duty service, except that the teacher shall retain any mileage and meal allowance paid by the court as well as a sum equal to parking fees paid during the term of jury duty.

## Section 7. Professional Leave

Teachers may, upon application and subject to the approval of the District, be granted leave for the purpose of professional visitation. Teachers using such leave shall not receive a salary deduction or loss of accumulated personal leave. A written report of the professional visitation shall be given to the teacher's building Principal, if requested.

## Section 8. Extended Leaves

## A. Child Care Leave

1. A child care leave, without pay, may be granted by the School District subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the teacher for an extended period of time.
2. A teacher making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least four (4) calendar months before commencement of the intended leave. The parties recognize that adoption or illness of a child may on occasion not allow four (4) months' notice; under such circumstances, the parties shall act reasonably.
3. The beginning and ending dates of the child care leave shall be agreed upon by the teacher and the school district with every attempt made to have these days coincide with natural breaks in the school year.
4. In making a determination concerning the commencement and duration of a child care leave, the School Board shall have complete discretion but shall not, in any event, be required to:
a. Grant any leave more than two full school years in duration.
b. Permit the teacher to return to his or her employment prior to the date designated in the request for child care leave.
5. A teacher returning from child care leave shall be reemployed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.
6. Failure of the teacher to return on the date determined under this Section shall constitute grounds for termination unless the School District and the teacher mutually agree in writing to an extension of the leave.
7. A full time teacher may take a child care leave of 30 days or less without loss of full step advancement or credit for a probationary year of service.

## B. Professional Growth, Study or Career Development

1. Leave of absence, without pay, may be granted for professional growth, study or career development. In addition, a leave of absence not included in the above may be granted by the Superintendent.
2. A teacher returning to work from a full year's leave of absence shall be placed on the next step of the salary schedule. If the teacher takes a partial year leave, step advancement will be determined based on the amount of time worked in the District per Article VIII, Section I.
3. The teacher granted a leave of absence for career development shall not be eligible for the District Long Term Disability Insurance.
4. A teacher shall notify the Superintendent's Office in writing, no later than March 15, requesting an extension of the leave, indicating intent to return or intent to terminate employment.
5. If the teacher fails to comply with the provisions of Subdivision 4 of this Division the District will attempt to notify the teacher in writing, with a copy to ER, of such failure and the provisions of this Division. Failure of the teacher to respond to this notice by April 1 shall constitute a resignation from the teaching position.

## C. Other Extended Leave

1. A leave of absence, without pay, not included in other Divisions of this Section may be granted by the Superintendent under extenuating circumstances.
2. The teacher shall notify the Superintendent of the ability to return to employment at least two (2) weeks before the teacher is to return to employment. If mutual agreement on a return date cannot be reached, the Superintendent's Office may defer the date of return to the beginning of the next marking period.
3. A teacher returning from leave of absence will be placed on the salary schedule pursuant to the individual's approved credited experience.
4. General Statement

One year or part of a year may be granted to members of the licensed staff for the purpose of professional advancement, subject to the conditions established herein.

## 2. Policy and Procedures

a. To be eligible for sabbatical leave an individual must have taught for seven (7) full years in the Richfield Public Schools. At the discretion of the Board of Education, a sabbatical leave may be approved for a teacher with seven or more full years of teaching experience, but less than seven (7) full years in the Richfield Public Schools.
b. It is required that teachers desirous of sabbatical leave apply in writing for such leave. The application shall contain a detailed description of the planned course of study or prospectus of proposed activity and a statement as to how and why such program will benefit the District. The description must identify all pertinent details of the proposed program, including but not limited to the institution or location where the program will be pursued, courses and / or credits to be carried, dates of study, and degrees or certificates to be earned.
c. Minimum sabbatical requirements are as follows:
(1) Teachers with less than a Master's Degree must have been accepted in a graduate school, have attained at least a Bachelor's Degree plus eight (8) semester hours graduate credit, and must submit for approval a tentative program leading to an advanced degree that meets one of the following minimum requirements:
(a) 24 semester hours of graduate work without an assistantship;
(b) 12 semester hours of graduate work with an assistantship; or
(c) plans to write a graduate thesis or dissertation.
(2) A teacher with a Master's Degree or training beyond that degree must include in the application a summary of plans for study, research and/or travel.
(3) Teachers who have been granted a previous sabbatical from the Richfield Public Schools and teachers applying for a travel leave without a plan for at least eight (8) semester hours of study shall not be considered for sabbatical leave unless additional leaves are available after all other qualified candidates have been selected.
d. Applications for sabbatical leave must be submitted to the Human Resources Department between September 15 and December 15 for leaves granted beginning with the succeeding school year. Applicants are to receive written notification on or before February 1.
e. The proposed program must be approved in advance by a Sabbatical Leave Committee, consisting of 3 members appointed by the Superintendent and 3 members appointed by Education Richfield. The committee will interview each applicant. Final approval of sabbatical leaves of absence shall be by the Board of Education.

A teacher must secure prior approval from the Sabbatical Leave Committee if the teacher substantially alters the program for professional advancement approved by the committee if such a change in the program takes place following the committee's approval or while the teacher is on sabbatical leave.
f. The number of teachers on sabbatical leave shall be up to one percent (1\%) of the teaching staff, contingent upon the number of applicants who, in the judgment of the Sabbatical Leave Committee, meet the qualifications enumerated below:
(1) The proposed sabbatical advances one or more of the following purposes:
(a) encourages teachers to improve themselves through programs of advanced study and research;
(b) enhances curricular and instructional quality;
(c) develops a pool of leadership talent against potential vacancies; and / or
(d) advances the achievement of the school district strategic plan and goals.
(2) A request for leave to be used for programs of study or research outside of the applicant's area of assignment will be considered only under the following conditions:
(a) the District considers a change in assignment to be possible and desirable;
(b) the District desires to develop one or more new licensures in the area of the application; or
(c) the District desires to develop a pool of new licensures for future vacancies within areas of School District concern.
(3) A request for a sabbatical leave to be used for the purpose of engaging wholly or partially in a gainful occupation or preparing for an alternate trade, occupation or profession will not receive favorable consideration, except as required to maintain or renew certification for teaching in a vocational area.
(4) If the number of requests exceeds the limitation, priority shall be given on the basis of the following additional criteria:
(a) Proximity to degree sought. Those teachers who have already expended energy, time, and financial resources to earn graduate credits and are closest to fulfilling requirements for an advanced degree will be given priority consideration.
(b) Relevance of qualified applicant's program to his or her present role in the school system. Unless one or more of the exceptions outlined in Article X, Section $2 \mathrm{f}(2)$ (a)-(c) prevails, a teacher working toward an advanced degree in his or her teaching field will be given priority consideration over a teacher working toward a degree in another area such as administration or counseling.
(c) Relevance to the school district strategic plan and district / building goals.
(d) Equitable distribution of leaves among the various departments and levels within the school system.
(e) Length of service. After the above factors have been considered, if two or more candidates are considered equal, remaining leaves shall be granted on the basis of seniority in the district.
g. When the number of requests for sabbatical leaves is in excess of the numerical quota, an alternate or alternates may be selected from the applicants, said alternate or alternates to be granted a leave if one or more of the selected teachers should withdraw.
h. The allowance granted to a teacher on sabbatical leave shall be based on one-half the contract salary of the individual for the school term during which the leave takes place. For periods less than one (1) year, allowance shall be prorated. A teacher on sabbatical leave may choose from two salary options: $50 \%$ of the contract salary during the sabbatical leave and $100 \%$ thereafter; or $75 \%$ of the contract salary during the sabbatical leave, followed by $100 \%$ minus $25 \%$ of the sabbatical year contract salary during the first year after returning.
i. A teacher who is granted a sabbatical leave must pledge to teach in the Richfield Public Schools for one (1) full year following the termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach or placement on Unrequested Leave before the expiration of the one (1) year, the individual shall pay back to the Board of Education a pro rata part of the sabbatical allowance. An individual who does not return to teaching in the Richfield Public School District for at least two (2) years following the termination of the sabbatical for any reason other than the individual's incapacity to teach or placement on unrequested leave shall not qualify for the incentive for Early Retirement Article XVIII, Section 8.
j. Upon expiration of the sabbatical leave, the individual shall have the privilege of returning to the position occupied prior to the leave. The individual shall, pursuant to Article IX, Section 1, notify in writing to the Human Resources Department of the intent to continue employment or resign.
k. All fringe benefits for which a premium is required may remain in force while on sabbatical leave. Teachers on sabbatical leave are eligible for benefits that become available during the sabbatical leave.

1. Individuals on sabbatical leave shall receive the provisions of Article VIII, Section 7, relating to annual increments while on leave provided that, in the judgment of the Sabbatical Leave Committee, the objectives of the sabbatical leave have been achieved.

## 3. Alternative Sabbatical Leave

a. As an alternative to the sabbatical leave described in Subd. 2 above, the Employer may approve up to . 5 FTE released time at full pay for teacherproposed projects which address priority district needs and concerns, or enable
b. the teacher to meet the requirements for National Board Certification in his or her field of teaching.
c. If approved, .5 FTE released time for an alternative sabbatical leave shall be considered equivalent to and a replacement for one full-year sabbatical provided for in Subd. 1-2 above.
d. Subd. $2 \mathrm{a}, \mathrm{b}, \mathrm{d}, \mathrm{e}, \mathrm{f}, \mathrm{g}, \mathrm{i}, \mathrm{j}, \mathrm{k}$, and l above also shall apply to alternative sabbatical leaves.
e. Activities included in an alternative sabbatical shall not apply toward lane advancement on the salary schedule except for Board approved college_courses under Article VIII Section 3A.
E. Status of Fringe Benefits

1. A teacher on leave of absence under Article X Section 8, Extended Leaves, shall retain all fringe benefits and is eligible to participate in group insurance programs.

Such personnel shall be immediately eligible for all fringe improvements or new programs which take effect during the term of the leave.
2. A teacher on leave of absence under Article $X$ Section 8, Extended Leaves, shall retain for use upon return such amount of sick leave days, experience credit and other benefits which had accrued, if any, at the time leave was taken. No additional sick leave, experience credit or other benefits shall accrue for the period of time that a teacher is on leave except as otherwise provided herein.
3. Teachers on sabbatical leave of absence pursuant to Division E shall pay, in addition to the usual cost, one-half $(1 / 2)$ of the District's share of fringe benefits and group insurance. The cost of these fringe benefits will be deducted from the regular salary during the leave period.
4. Teachers on extended leaves pursuant to Divisions A, B, C and D may keep these fringe benefits and group insurance in force by paying the full cost of such benefits to the Personnel Office prior to the first of each month.

## Section 9. Unrequested Leave of Absence for Part-time Teachers

A. The purpose of this Section is to set forth a plan providing for unrequested leave of absence without pay for as many part-time teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts pursuant to the provisions of M.S. 122A.40, Subdivision 10.
B. The following definitions for the purpose of this Section shall have the meanings herein respectively ascribed to them.

1. "Part-time teacher" shall mean any teacher, excluding a Tier I or Tier II licensed teacher, who works in a position with less than 1.0 FTE.
2. "Date of Employment" shall mean the calendar date on which the employee signed a contract of employment with the District. If two or more employees have signed such a contract on the same date, the time stamp shall be used to determine their order of employment. Employment must be subsequently continuous to maintain the original date of employment. Placement on any leave provided by this Agreement shall not be interpreted to constitute interruption of continuous employment.
3. "Licensed" shall mean any person holding a valid license issued by the Minnesota Department of Education and on file in the District Office. Valid licenses shall be full licenses (entrance, continuing or life) rather than licenses granted under an exception to the regular rules and laws pertaining to licensure.
4. Teachers are required to have their licenses for which they have assigned responsibilities, listed on the State of Minnesota's teacher license website by March 1 in the year in which the licenses expire. Teachers unable to meet the March 1 deadline must submit a written plan to the Human Resources Department by March 1 outlining what steps the teacher is undertaking in order to be able to have their licenses listed on the State of Minnesota's website by June 1. Failure to meet the June 1 deadline results in the teacher waiving all employment rights for the following year.
C. The School District may place on unrequested leave of absence, without pay, as many parttime teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Notification of placement on unrequested leave shall be sent to the part-time teacher as soon as possible, but in no event later than the July 1 which precedes the effective date of the unrequested leave. Unrequested leaves shall be effective with the beginning of the subsequent school year. In placing part-time teacher on unrequested leave, the Board shall be governed by the following provisions:
5. No part-time teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while probationary part-time teachers are retained in
positions with assigned hours less than or equal to the assignment for which the parttime teacher who has acquired continuing contract rights is employed.
6. Part-time teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in the inverse order of their seniority.
7. No part-time teacher will be eligible to be placed in an assignment with greater annual hours than are provided for in their eligible continuing contract rights. The District retains the right to determine the available hours and assignment for each position in the District.
8. The order of employment shall be determined and placed on the District's Intranet prior to December 1, in the form of a seniority list as herein provided:
a. This list shall be distinct and separate from the list provided in Section 10 of this Article.
b. All part-time teachers as defined in this section shall be placed on a seniority list in the following way. The part-time teacher with the greatest seniority shall be placed on the top of the list and those with lesser seniority shall follow in order of decreasing seniority. Any tie resulting from this procedure shall be broken by the following criteria in the order listed until the tie is broken:
(1) The part time teacher with full license will be given priority.
(2) The part-time teacher with the greatest number of credits earned toward full License and recorded in the Human Resources Department by February 1, will be given priority.
(3) The part-time teacher with the greatest number of years prior teaching or tutoring experience in Richfield will be given priority.
(4) The part-time teacher with the smallest file folder number on record with the Minnesota Department of Education will be given priority.
c. Any disputed placement on this list shall be subject to the grievance procedure. After the period to grieve has passed, the seniority list will be binding and conclusive evidence of a teacher's relative seniority in the District. The list shall include the part-time teacher's name, date of employment, and the position to which the teacher is assigned. The name of any part-time teacher placed on unrequested leave shall remain in proper place on this list but shall be identified as a part-time teacher on unrequested leave. Prior to the application of this policy the Exclusive Representative will receive a listing of any changes in the seniority list. In the event the provisions of this Section must be invoked, the part-time teacher with the least seniority who is teaching in a position that will be eliminated shall be placed on unrequested leave.
d. A part-time teacher who has been selected for unrequested leave of absence shall have the right to be transferred to any part-time position up to the current continuing contract hours assigned that such teacher is licensed to teach, provided there is such an available position or provided that there is another teacher with lesser seniority in such a position. Transfer into Teacher on Special Assignment positions or positions requiring specific language proficiency may take place consistent with the District's selection process wherein an applicant's training and other relevant factors are taking into consideration, in addition to seniority, in selecting the finalist. Those holding licenses granted under an exception to the regular rules and laws pertaining to licensure shall not be able to transfer into positions held by those who are fully licensed, but they may elect to transfer into the position of another teacher who is similarly licensed and has lesser seniority. The teacher making such a transfer shall have the right to choose the licensed field to which transfer is to be made. The teacher's right of transfer may only be exercised by written notice to the office of the Superintendent within ten (10) calendar days after the receipt of the notice of intent to place the teacher on unrequested leave of absence. Any license necessary for the completion of this transfer must be listed on the State of Minnesota's teacher license website prior to the termination of this ten (10) day period.
D. Part-time teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leaves of absence. Reinstatement shall be in the inverse order of placement on leave of absence. The order of reinstatement of parttime teachers simultaneously placed on leave shall be in the order of their seniority as determined by the seniority list at the time of placement on leave. Provided, however, that if the vacant position is a Teacher on Special Assignment position or a position requiring specific language proficiency, the filling of the position will take place consistent with the District's selection process wherein an applicant's training and other relevant factors are taken into consideration, in addition to seniority, in selecting the finalist.
E. The District shall not enter into a contract with a new part-time teacher while there is available, on unrequested leave, any part-time teacher licensed for the open position. This license may be one granted under an exception to the regular rules and laws pertaining to licensure if no fully licensed teacher is available on unrequested leave. Notice of intent to reinstate shall be complete either via personal delivery or upon mailing such notice by certified mail addressed to the last known address provided by the part-time teacher to the Office of the Superintendent, with a copy of such notice to ER. A part-time teacher accepting such reinstatement shall notify the District within seven (7) calendar days of the receipt of notification that a position is available. This seven (7) day period shall be for the purpose of indicating intent. The actual date of return to work shall be mutually agreed by the parties concerned. If agreement cannot be reached, the part-time teacher shall not be required to return earlier than thirty (30) days from the receipt of notification. Failure to accept reinstatement or to respond within the seven (7) day period shall be considered to be a termination of unrequested leave and resignation. An employee on unrequested leave shall not lose reinstatement rights by reason of refusal to return to a position for which the individual is licensed but

Article X
has never taught in Richfield or to accept a position for which the employee is licensed which has fewer hours per week or a lower hourly salary than contracted for at the time of placement on unrequested leave.
F. The part-time teacher placed on unrequested leave of absence may engage in any occupation during the period of this leave.
G. The unrequested leave of absence shall not impair the continuing contract rights of a parttime teacher nor shall it diminish the placement of the part-time teacher on the applicable salary schedule. The part-time teacher placed on unrequested leave shall maintain accumulated sick leave while on unrequested leave. The teacher placed on unrequested leave may continue participation in insurance benefits in accordance with COBRA and Minnesota Continuation laws at the expense of the individual. Any part-time teacher reinstated to a position shall also be granted any salary schedule changes resulting from approved credits which were earned while on leave.
H. A part-time teacher's seniority rights, unrequested leave of absence rights, and recall rights, if any, shall terminate upon the earliest of the following events:

1. Resignation;
2. Retirement;
3. Discharge or termination of contract for cause pursuant to M.S. Section 122A.40, Subdivisions 9 and 13;
4. Failure to return at the expiration of a leave of absence;
5. Failure to give written notification to the employer accepting recall within seven (7) calendar days after the date of receipt of recall;
6. Failure to complete License requirements pursuant to current State Guidelines; or
7. The expiration of five (5) years from the effective date of an unrequested leave of absence without reinstatement.
I. Nothing in this Section shall be construed to impair the rights of part-time teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible.
J. Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in Minn. Stat. 122A. 40 and, therefore, shall not be subject to the grievance procedure.

Section 10. Unrequested Leave of Absence for Full-time Teachers
A. The purpose of this Section is to set forth a plan providing for unrequested leave of absence without pay for as many teachers as may be necessary because of discontinuance of
position, lack of pupils, financial limitations, or merger of classes caused by consolidation ofdistricts pursuant to the provisions of M.S. Section 122A.40, Subdivision 10.
B. The following definitions for the purpose of this Section shall have the meanings herein respectively ascribed to them.

1. "Teacher" shall mean any person, excluding a Tier I or Tier II licensed teacher, who works in a position with 1.0 or greater FTE and is certified by the Commissioner of the Bureau of Mediation Services to be a member of the Bargaining Unit as determined pursuant to M.S. Section 179A. 04.
2. "Date of Employment" shall mean the calendar date on which the employee signed a contract of employment with the District. If two or more employees have signed such a contract on the same date, the time stamp shall be used to determine their order of employment. Employment must be subsequently continuous to maintain the original date of employment. Placement on any leave provided by this Agreement shall not be interpreted to constitute interruption of continuous employment.
3. "Licensed" shall mean any person holding a valid teaching license issued by the Minnesota Department of Education and on file in the District Office. Valid licenses shall be full licenses (entrance, continuing or life) rather than licenses granted under any exception to the regular rules and laws pertaining to licensure.
4. Teachers are required to have their licenses for which they have assigned responsibilities, listed on the State of Minnesota's teacher license website by March 1 in the year in which the licenses expire. Teachers unable to meet the March 1 deadline must submit a written plan to the Human Resources Department by March 1 outlining what steps the teacher is undertaking in order to be able to have their licenses listed on the State of Minnesota's website by June 1. Failure to meet the June 1 deadline results in the teacher waiving all employment rights for the following school year.
C. The School District may place on unrequested leave of absence, without pay, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Notification of placement on unrequested leave shall be sent to the teacher as soon as possible, but in no event later than the July 1 which precedes the effective date of the unrequested leave. Unrequested leaves shall be effective with the beginning of the subsequent school year. In placing teachers on unrequested leave, the Board shall be governed by the following provisions:
5. No teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.
6. Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are employed by the District as determined by their date of employment.
7. The order of employment shall be determined and placed on the District's Intranet prior to December 1 in the form of a seniority list as herein provided.
a. All teachers as defined in this Section shall be placed on a seniority list in the following way. The teacher with the greatest seniority shall be placed on the top of the list and those with lesser seniority shall follow in order of decreasing seniority. The level of seniority shall be determined by the date of employment. Any tie resulting from this procedure shall be broken by the following criteria in the order listed until the tie is broken:
(1) The teacher with the greatest number of years of teaching experience prior to their date of employment will be given priority.
(2) The teacher with the smallest file folder number on record with the Minnesota Department of Education will be given priority.
b. Any disputes resulting from alterations in the seniority list shall be subject to the grievance procedure. After the period to grieve has passed, the seniority list will be binding and conclusive evidence of a teacher's relative seniority in the District. The list shall include the teacher's name, date of employment, and the position to which the teacher is assigned. The name of any teacher placed on unrequested leave shall remain in proper place on this list but shall be identified as a teacher on unrequested leave. Prior to the application of this policy the Exclusive Representative will receive a listing of any changes in the seniority list as provided in Division C, 3, a, of this Section. In the event the provisions of this Section must be invoked, the teacher with the least seniority who is teaching in a position that will be eliminated shall be placed on unrequested leave unless such teacher can successfully meet the requirements of the following transfer procedure.
c. Transfer Procedure
(1) Any teacher who has been selected for unrequested leave shall have the right to be transferred to any position such teacher is licensed to teach, provided there is such an available position or provided that there is another teacher with lesser seniority in such a position. Transfer into Teacher on Special Assignment positions or positions requiring specific language proficiency may take place consistent with the District's selection process wherein an applicant's training and other relevant factors are taken into consideration, in addition to seniority, in selecting the finalist. Those holding licenses granted under an exception to the regular rules and laws pertaining to licensure shall not be able to transfer into positions held by those who are licensed, but they may elect to transfer into the position of another teacher who is similarly licensed and has lesser seniority. The teacher making such a transfer shall have the right to choose the licensed field to which transfer is to be made. The teacher's right of transfer may only be exercised by written notice to the Office of the Superintendent within ten (10) calendar days after the receipt of the notice of intent to place the teacher on unrequested leave of absence. Any license necessary for the completion of this transfer must be on file in the District Office prior to the termination of this ten (10) day period.
(2) In cases where a full time teacher is placed on unrequested leave and said teacher has more seniority as determined by the seniority lists in Section 9 and 10 of this Article, than a teacher in a part-time position for which the full time teacher is licensed, the full time teacher may elect to transfer into the part-time position. An individual electing such a transfer shall not waive rights of recall to a full time position.
(3) Any teacher who loses a position as a result of another teacher's transfer shall in turn have the right to transfer as provided in this Subdivision. Any teacher unable to successfully transfer to a position under the provisions of this Subdivision shall be placed on unrequested leave as provided herein.
(4) Any open position, after completion of the transfer process but prior to final Board action on unrequested leaves, shall be offered to the most senior teacher selected that year for unrequested leave who is licensed for that position.
(5) In the case of an open position after final Board action on unrequested leaves, the District will post the opening. The District will select the teacher with the most seniority on unrequested leave who is licensed for the opening unless a teacher who has previously elected to transfer into another teaching area by application of this Subdivision (Article X, Section 10, C, 3, c) shall apply for the position. The position then will be offered to the teacher with the greater seniority. Provided, however, that if the vacant position is a Teacher on Special Assignment position or a position requiring specific language proficiency, the filling of the position will take place consistent with the District's selection process wherein an applicant's training and other relevant factors are taken into consideration, in addition to seniority, in selecting the finalist.
(6) Any dates applicable in this Subdivision shall be substantiated by certified mail delivery receipt unless personal delivery with acknowledgment of receipt in writing is obtained.
D. Teachers placed on unrequested leaves of absence shall be reinstated to the position from which they have been given leaves of absence or, if not available, to other available positions in the District for which they are licensed. The order of reinstatement of teachers shall be in the order of their seniority as determined by the seniority list with the teacher having greater seniority being reinstated prior to those with lesser seniority.
E. The District shall not enter into a contract with a new teacher while there is available, on unrequested leave, a teacher who is licensed or who has become licensed to fill such vacancy. This license may be licensure granted under an exception to the regular rules and laws pertaining to licensure if no fully licensed teacher is available on unrequested leave. Notice of intent to reinstate shall be complete either via personal delivery or upon mailing such notice by certified mail addressed to the last known address provided by the teacher to the Office of the Superintendent, with a copy of such notice to ER. A teacher accepting such reinstatement shall so notify the District within seven (7) calendar days of the receipt of notification that a position is available. This seven (7) day period shall be for the purpose
of indicating intent. The actual date of return to work shall be mutually agreed by the parties concerned.

If agreement cannot be reached, the teacher shall not be required to return earlier than thirty (30) days from the receipt of notification. Failure to accept reinstatement or to respond within the seven (7) day period shall be considered to be a termination of unrequested leave and resignation. An employee on unrequested leave shall not lose reinstatement rights by reason of refusal to return to a position for which the individual is licensed but has never taught in Richfield or to accept a position for which the employee is licensed which has fewer hours per week or a lower annual salary than contracted for at the time of placement on unrequested leave.
F. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.
G. The unrequested leave of absence shall not impair the continuing contract rights of a teacher nor shall it diminish the placement of the teacher on the salary schedule. The teacher placed on unrequested leave shall maintain accumulated sick leave while on unrequested leave. The teacher placed on unrequested leave may continue participation in insurance benefits in accordance with COBRA and Minnesota Continuation laws at the expense of the individual. Any teacher reinstated to a position shall also be granted any salary schedule lane changes resulting from approved credits which were earned while on leave.
H. A teacher's seniority rights, unrequested leave of absence rights, and recall rights, if any, shall terminate upon the earliest of the following events:

1. Resignation;
2. Retirement;
3. Discharge or termination of contract for cause pursuant to M.S. Section 122A.40, Subdivision 9 and 13;
4. Failure to return at the expiration of a leave of absence;
5. Failure to give written notification to the employer accepting recall within seven (7) calendar days after the date of receipt of recall;
6. Failure to complete License requirements pursuant to current State Guidelines; or
7. The expiration of five (5) years from the effective date of an unrequested leave of absence without reinstatement.
I. Nothing in this Section shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible.
J. Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in Minn. Stat. 122A. 40 and, therefore, shall not be subject to the grievance procedure.

Section 11. Change in Status from Full-Time to Part-Time or from Part-Time to Full-Time
A. Change from Full-Time to Part-Time. If a teacher began working in the District as a full-time teacher and later became or becomes a part-time teacher, the District will remove the teacher from the full-time seniority list and will place the teacher on the distinct and separate part-time seniority list based on the teacher's original "date of employment" with the District as a full-time teacher, provided that the teacher's seniority rights have not been terminated pursuant to Article X, Sections 9(H) or 10(H).
B. Change from Part-Time to Full-Time. If a teacher began working in the District as a part-time teacher and later became or becomes a full-time teacher, the District will establish a part-time seniority date and a full-time seniority date for the teacher. The part-time seniority date (for the part-time seniority list) will be the teacher's original date of employment as a part-time teacher, provided that the teacher's seniority rights have not been terminated in accordance with Article X, Sections 9(H) or 10(H). The full-time seniority date (for the distinct and separate full-time seniority list) will be the date on which the teacher began working as a full-time teacher in the District, provided that the teacher's seniority rights have not been terminated in accordance with Article X, Sections $9(\mathrm{H})$ or $10(\mathrm{H})$.
C. Bumping. Nothing in this Agreement is intended to give a part-time teacher who has been placed on ULA the right to bump into a full-time teaching position. The parties agree that bumping from a part-time teaching position to a full-time teaching position would constitute a promotion.

Section 12. Realignment
Nothing in this article shall require the school district to reassign a senior teacher to a different subject matter category to accommodate the seniority claims of a less senior teacher, nor shall it require the school district to assign a senior teacher to a different grade level or assignment. The District is not required, under any circumstance, to reassign a teacher to different subject matter, a different grade level, or a different position to accommodate the seniority claims of a less senior teacher. Consequently, the District is not required to realign any positions when placing teachers on unrequested leave of absence or when recalling any teachers from unrequested leave of absence.

## Section 13. License on File

Teachers subject to being placed on unrequested leave or who are on unrequested leave status must have listed on the State of Minnesota's teacher license website by March 1, any licenses they wish to utilize for retention or reinstatement purposes.

## ARTICLE XI GRIEVANCE PROCEDURE

## Section 1. Definitions

A. Grievance. "Grievance" means a claim by Education Richfield that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. The party presenting the grievance may be termed the "grievant".
B. Days. "Days" means all calendar days except for Saturday, Sunday or District designated holidays. The counting of days shall commence with the date of receipt by the parties served. Such date to be substantiated by the registered mail receipt form or the Grievance Receipt Form available through ER or in all principals' offices.
C. Service. "Service" means registered mail by "restricted delivery" or personal delivery or District mail established by the Grievance Receipt Form.
D. Reduced to Writing. "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the Agreement in dispute, and the relief requested.
E. Answer. "Answer" means a concise written response outlining the employer's position on the grievance and rationale for the position.

## Section 2. Procedures

In the event that anyone having a claim under the definitions set forth in Section 1, Division A hereof believes there is basis for a grievance, it shall be resolved in the following manner:

Level I. The grievant shall meet on an informal basis with the appropriate party, principal or supervisor in an attempt to resolve the grievance within twenty (20) days after the grievant, through the use of reasonable diligence, should have had knowledge of its occurrence. A grievant may be represented by Education Richfield at such a meeting. Any grievant shall have financial responsibility for personal and ER legal and arbitration fees incurred during the processing of any grievance.

Level II. If informal discussion does not resolve the grievance, the grievant, in initiating any grievance had or to be handled by the grievant, will inform the other party by reducing it to writing and serving it on the Superintendent or Chief Human Resources Officer within ten (10) days of the last informal meeting. This statement shall set forth the facts, the specific provisions of the Agreement violated, and the relief sought. A copy of such statement shall be filed with ER and the Office of the Superintendent.

The respondent shall serve the answer to the grievant within ten (10) days of receipt of the written statement. A copy of this answer shall be filed with ER and the Office of the Superintendent. If the respondent does not provide a written answer within ten (10) days, the grievance shall be deemed to be denied and the grievance will automatically advance to the next step.

## Article XI

Level III. Any grievance not settled under the above procedure may be appealed to arbitration by an aggrieved party within twenty (20) days of the written answer at Level II. If the parties cannot agree on an arbitrator within ten (10) days, they shall request from the Director of Bureau of Mediation Services, State of Minnesota, a list of five (5) names of its qualified arbitrators. The parties shall alternately strike from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. It is acknowledged that the parties by mutual consent may decide upon any other method of choosing a neutral arbitrator, which includes the offices of the American Arbitration Association.

The parties may agree to utilize the Bureau of Mediation Services grievance mediation services prior to arbitrating a grievance.

Each party shall be responsible for equally compensating the arbitrator for fees and expenses.
The arbitrator shall not have the power to add, subtract from, or modify in any way the terms of the existing Agreement.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations thereunder, or municipal charters or ordinances. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota. Determination of whether the decision violates any provision of the laws of Minnesota shall be decided under the procedures and standards set forth in the Uniform Arbitration Act of the State of Minnesota.

Resolution of the grievance at any level shall be reduced to writing and signed by the parties. The parties, by mutual written agreement, may waive any step and extend any time limits in this procedure. Grievances must be submitted and appealed in compliance with all timelines specified in this Article. The failure to comply with any of the timelines specified in this Article will constitute a waiver of the grievance. Consequently, the failure of an employee to timely submit or advance a grievance will result in the dismissal of the grievance and will deprive the arbitrator of jurisdiction over the grievance. If any grievance is filed after May 15 of any year, and strict adherence to the time limits would result in hardship to the parties, both parties shall make all possible effort to process the grievance prior to the end of the school term or to the level of binding arbitration by June 30.

No reprisals of any kind will be taken by the School Board, the Administration, ER or any individual teacher because of participation in good faith in this grievance procedure.

## ARTICLE XII <br> COMMITTEES

## Section 1. Meet and Confer Committee

A. Committee Representation

The committee shall consist of Education Richfield members appointed by the ER President and designees of the Richfield School Board and administration. Education Richfield appointees may include building representatives from the Education Richfield Representative Assembly and Negotiations Advisory Council, members of the Education Richfield Presidential Advisory Council, and appointees selected by the Education Richfield President. School District representatives may include the Chief Human Resources and Administrative Officer, Superintendent, other Directors, and building administrators. Either party may designate legal representatives or other consultants to provide information to the committee.
B. Purpose of Committee

This committee shall serve as the "meet and confer" vehicle as required by state statute. This committee will meet during periods of the school year when the Master Agreement is not being negotiated. The subject matter of these meetings may include those designated by mutual consent, Meet and Confer Agreements, and subject matter provided in statute. Any agreements that might result from the Meet and Confer process may be embodied in the Richfield Public Schools Administrative Guidelines and Employee Handbook. When a change to the Employee Handbook is anticipated by the Administration, the President of Education Richfield will be informed in writing of such change, and provided with a Meet and Confer meeting regarding such change upon request.
C. Calling Meetings

A schedule for regular meeting dates and times will be mutually established at the beginning of each school year by the Education Richfield President and the Chief Human Resources and Administrative Officer. Additional meetings may be called by the ER President or the Chief Human Resources and Administrative Officer by mutual agreement as needed to address issues requiring attention by both parties prior to the next scheduled meeting date.
D. Issue Resolution

Resolution to issues may take the form of policy recommendations to the Superintendent, language to be embodied in the Richfield Public Schools Employee Handbook, and/or other meet and confer agreements. The contents of the Employee Handbook may contain or refer to subject matters contained in the Master Agreement, but in all such cases, the provisions of the Master Agreement will prevail.

## Section 2. Medical and Dental Benefits Committee

A. The insurance committee shall consist of at least three (3) teachers, three (3) Board representatives and classified representatives to study all phases of medical and dental benefits. The committee shall provide information to the staff and the Exclusive Representative.
B. The teacher representatives shall be appointed by the Exclusive Representative for staggered three (3) year terms. Appointment will be made only after the completion of a term or to fill a vacancy. Terms shall expire on June 30.

Section 3. Staff Development Advisory Committee
A District Staff Development Advisory Committee will be established as required by Minnesota Statute. Teacher representatives, appointed by the exclusive representatives, shall make up the majority of the committee membership. Teacher representatives will also make up a majority of site staff development committees.

## ARTICLE XIII SCHOOL YEAR

## Section 1. School Year

The teachers' salary schedules are based on a one hundred ninety (190) day school year consisting of:

184 days of instruction, staff development, orientation, preparation and year-end closing;

6 days of holidays - Labor Day, Thanksgiving and the following Friday, Martin Luther King, Jr. Day , President's Day, and Memorial Day.

Each teacher shall perform services on those duty days designated by the District, including those legal holidays on which the District is authorized to conduct school. The school district may add up to three (3) duty days for newly employed teachers.

## Section 2. School Calendar

The school calendar will be established and approved by the Board of Education. The District Calendar Advisory Committee will develop a calendar for recommendation to the Board of Education. Representation on the committee will include, but not be limited to, teachers and administrators from each school site. School shall not be in session on the following days: Labor Day, Education Minnesota Convention, Thanksgiving and the following Friday, Winter Recess, Martin Luther King, Jr. Day, President's Day, Spring Recess, Memorial Day and Juneteenth.

## Section 3. Alternative School Year Calendars

Staffing for certain programs or positions (e.g. ECSE or TOSA positions) may require assignment of staff outside of the regular school calendar. Work calendars for staff employed in these programs will be established via a meet and confer with the affected teachers, union, and district, if the employee and the supervisor do not agree on the assignment. The calendar will be based on the number of days assigned in a school year as identified in Section 1 of this Article and include designation of the start and end dates of that alternative calendar year. Copies of all alternative school calendars will be provided to the President of Education Richfield at the beginning of each school year.

## Section 1. Length of School Day

The times for commencing and terminating the school day may be adjusted to encourage the best educational opportunity for students. The length of the school day shall be eight (8) hours. These hours must be consecutive.

## Section 2. Pay for Additional Assignments with Students

Full-time staff who voluntarily teach an additional class period during their prep time on an extended basis (excludes substitute situations) will be compensated on a pro-rata basis for the additional assigned instructional time. For example, the sixth class period overload assignment in a 6 period day schedule shall receive .20 of the teacher's daily rate for the number of teacher contract days worked under the additional assignment. Payment will be pro-rated over the number of pay periods during which the additional assignment takes place. Additional instructional assignments beyond a 1.0 FTE will not constitute continuing contract rights beyond 1.0 FTE.

## Section 3. Preparation Time

For each twenty five (25) minutes of regular classroom instructional time a teacher will be provided a minimum of five (5) minutes of preparation time during the student contact day. The School District will make an effort to provide such preparation time on a daily basis; however, the provisions of this section permit the averaging of such time on a weekly basis. The School District shall make an effort to provide preparation time in blocks of at least twenty (20) minutes in length insofar as practicable.

## Section 4. Lunch Period

Included within the school day is an assigned thirty (30) minute lunch period which shall be assignment free except where the teacher will be available to protect the health \& safety of students.

## Section 5. Travel Time

In the case of full-time teachers assigned to more than one building during the day, twenty (20) minutes travel time between buildings shall be allowed and deducted from total allowable assigned time of eight (8) hours.

> ARTICLE XV
> FRINGE BENEFITS

## Section 1. Medical Benefits Program

A. The School District shall provide a medical benefits program that includes single and dependent coverage. The District will select the insurance carrier/plan administrator and policy after considering the recommendations of the Medical and Dental Benefits

Committee. Any modifications to the deductible amounts and plan options during the term of the contract will be agreed upon via a Memorandum of Agreement between Education Richfield and the District.
B. Participation in the School District medical benefits program is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept any or all portions of the program.
C. The District shall offer at least one deductible medical benefit plan option coupled with a VEBA Trust. Each employee who chooses to enroll in a deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the deductible/VEBA plan offered by the District:

1. Single Coverage: The District shall pay the full cost of the single premium or equivalent for the deductible plan. For informational purposes only, this is the plan identified as Plan A during the 2023-2024 school year. The District will make a $\$ 1,000$ annual contribution in 2023-2024 and a $\$ 1,250$ annual contribution in 20242025, paid semi-annually in September and March, to the employee's VEBA account.
2. Dependent Coverage: The District shall pay $\$ 1,300$ monthly in 2023-2024 and $\$ 1,400$ monthly in 2024-2025 toward the cost of the dependent premium or equivalent for the high-deductible plan. The District will make a $\$ 1,250$ annual contribution in 2023-2024 and a $\$ 1,500$ annual contribution in 2024-2025, paid semiannually in September and March, to the employee's VEBA account.
3. Two Full-Time Teacher Dependent Coverage: If two full time employees are covered under one dependent policy, the maximum paid will be the total basic dependent coverage premium or equivalent. For informational purposes only, this is the plan identified as Plan B during the 2023-2024 school year. Each employee enrolled in the program shall contribute, through payroll deduction, any premium amount which exceeds the District maximum contribution. The District will make a $\$ 1,250$ annual contribution in 2023-2024 and a $\$ 1,500$ annual contribution in 20242025, paid semi-annually in September and March, to each employee's VEBA account.
4. The employer will contribute up to $\$ 6.00$ per month to the VEBA trust for administrative fees for all individuals employed by the District and covered by this master agreement at the time the administrative fee is due. Individuals not employed at the time of the administrative fee charge will have the fee deducted from the VEBA account.
D. Teachers employed in a part-time position and teachers employed in a long term agreement for more than eighty-five (85) school days in any school year may participate in the insurance program. The District contribution to the premium and VEBA trust for the program selected will be prorated on the basis of the total number of hours assigned as compared to the total number of hours assigned to full time employees.
E. A teacher who retires with at least 15 years of service in Richfield and who is at least age fifty-five (55) may continue to participate in the District medical and dental benefits program. For all teachers hired prior to January 1, 2011, the District will pay up to the maximum premium amounts specified in Subdivisions C and D of this section, and Section 5 of this Article for retired teachers participating in these programs. Any additional premium cost must be paid by the individual. This provision shall apply until the individual becomes eligible-for Medicare benefits.
F. For teachers hired after December 31, 2010 the District will contribute toward a postemployment Health Reimbursement Account (HRA) established for the individual teacher with a third-party administrator identified by the District. Funds will accrue in the individual's account and become available to the teacher at time of separation from the district. The District will make contributions to the account as follows:
5. $\$ 7,000$ at the completion of 10 years in the District; and
6. $\$ 500$ at the completion of each additional year of experience in the District.
7. The amounts above in 1. and 2. will be prorated based on a teacher's FTE for the period covered, and

Section 2. Income Protection
A. The School District shall make available to all full-time teachers a Long Term Disability (LTD) insurance program. Benefits shall begin after the seventy-eighth (78th) calendar day of total disability.
B. The amount of the monthly income benefit shall be at a minimum seventy percent $(70 \%)$ of the scheduled salary, less any amounts collectible under Worker's Compensation, the State Teacher's Retirement Association Plan, and state Disability benefits law and the full disability benefit of Social Security.
C. In the event the teacher is on an approved leave of absence without pay, premiums paid and benefits received, if disabled, shall be based on the scheduled salary preceding the leave.
D. The District will pay the cost of the Long Term Disability (LTD) insurance to a maximum of six hundred seventy dollars (\$670) per year for each participant. The employee will pay the balance.
E. For teachers on Long Term Disability on the date of ratification of the 2005-2007 contract, the District will pay the total premium amounts for medical and dental insurance coverage for those individuals on long term disability until the individual teacher becomes eligible for Medicare benefits.

For teachers not on Long Term Disability on the date of ratification of the 2005-2007 contract, the individual will pay the same insurance contribution toward the premium amounts of medical and dental insurance coverage as the individual paid prior to the date
of disability, for a period of 24 months. After the $24^{\text {th }}$ month on long term disability, the district contribution toward health insurance premium shall equal the cost of the single premium for the high deductible plan for medical insurance and premium for dental insurance until the individual teacher becomes eligible for Medicare or Medicaid benefits.

## Section 3. Worker's Compensation

The School District will provide Worker's Compensation coverage as required by law. Teachers shall have the option to have the difference between the amount paid by the Worker's Compensation carrier and their regular salary paid to them and deducted from sick leave. Days lost, not in excess of 78 days, caused by injury due to student assault while on duty, shall be reinstated to an employee's unused sick leave account once it is established that the injury for which the teacher is collecting compensation insurance was not caused by a pre-existing medical condition.

## Section 4. Tax Deferred Programs

A. General Procedures

1. All personnel may participate in the Tax Deferred Program.
2. All teachers who wish to enter the Tax Deferred Program for the first time, on a nonmatching basis, must complete the District and company forms provided for this purpose and must submit the District forms to the Human Resources Department.
3. Entry into the program may occur at any time. The District Tax Deferred Program Form must be completed and returned to the District Human Resources Department at least thirty (30) days before the payroll date on which tax deduction is to begin.
4. A teacher who has filed the District Tax Deferred Program Form shall have that program automatically continue for the identified dollar or percentage amounts as indicated on the form until changed or cancelled.
5. A new form will be needed each year only if the individual wishes to make a change in the present plan, i.e., carrier, dollar amount or percentage.

## B. District Matching Program

1. The District will contribute on a matching basis for all teachers employed in the District as follows:
a. $2 \%$ on all Bachelor salary lanes, commencing with Step 8
b. $3 \%$ on all Masters and Doctorate salary lanes, commencing with Step 6
2. Initial entry or reentry into the District matching program shall occur on September 1 or January 1 of each year provided the District Tax Deferred Program form is submitted to the Human Resources Department at least 30 days in advance.
3. An individual who qualifies for the matching program and whose contract position specifically requires more than thirty-eight (38) weeks shall receive the matching annuity on the additional stipend.
4. Teachers anticipating lane changes by October 1, February 1, or April 1 must so indicate on the District form in the space provided for this purpose 30 days in advance of the anticipated lane change status. Adjustments in the program will be delayed until the lane change has been consummated.

## Section 5. Dental Benefits Program

The School District will provide a dental benefits program for all teachers and their dependents. The District shall contribute to a maximum of sixty-five dollars (\$65.00) for the 2023-2024 school year and sixty-five dollars (\$65.00) for the 2024-2025 school year for a plan based on a composite rate. If the composite rate exceeds the District's contribution, the excess amount shall be prorated on a monthly basis among the teachers choosing dependent coverage. Representatives of ER and the School District will meet to select and implement the plan.

## Section 6. Life Insurance

The District shall provide for each teacher an amount of term life insurance equal to two times the teacher's annual salary up to a maximum of $\$ 50,000$. The policy shall contain a provision for double indemnity in case of accidental death, benefits in case of dismemberment and waiver of premiums when totally disabled.

## Section 7. No Claim

No claim or cause of action shall be made against the District because of a denial of insurance benefits by an insurance carrier or for any claim that is not covered or paid by insurance.

ARTICLE XVI<br>SALARY PAYMENT

## Section 1. Method of Pay

Members of the licensed staff are paid on the 5 th and the $20^{\text {th }}$ of each month. If the $5^{\text {th }}$ or the $20^{\text {th }}$ of any month occurs on a Saturday, Sunday or holiday, that payday will be the preceding work day. Salary may be paid and fringe benefits be deducted on either a ten (10) month or a twelve (12) month basis. Teachers choosing the twelve month option will receive the remaining payment as a lump sum on June 20. Payroll information will be communicated via an electronic, web-based system.

## Section 2. Deductions

A. All deductions from salary payments required by the laws of the State and Federal governments will be made in accordance with the applicable regulations. Voluntary deductions as now practiced will be continued together with any other types of deductions which are agreed to in writing between the parties to this Agreement, including organizational dues, health and accident insurance (indemnified or Health Maintenance programs), dental insurance, income protection insurance, credit union, annuities and savings bonds.
B. Garnishments against salary shall be made in accordance with State law.

## Section 3. Compensation for Extra Assignments

Teachers compensated for extra assignments may choose from one of three salary options. (1) Payment can be prorated over the number of pay periods during which the activity takes place; or (2) Payment can be pro-rated over the number of pay periods remaining in the school year; or (3) Lump sum payments can be made after completion of the assignment on a date to be determined by the administration. These payment dates will generally take place in November, March and/or June. Final payment may be withheld until all records are turned in to the Athletic Director at the end of the season.

## Section 4. Daily Rate of Pay

For the purposes of this Agreement daily rate of pay shall be computed as the quotient of the teacher's scheduled salary and the number of days in the school year as defined in Article XIII, Section 1.

## Section 5. Overpayment

If the District overpays an employee, such overpayment may be reclaimed by the District by withholding appropriate amounts from the employee's salary. Before such action is taken, there will be a personal conference with the employee and the employee is entitled to have_representation from the union at such conference. Any disputes concerning the propriety of the District's action in reclaiming a claimed overpayment shall be subject to the grievance procedure.

## ARTICLE XVII <br> PUBLICATION OF THE AGREEMENT

Copies of this Agreement shall be provided at District expense to all members of the appropriate unit. The District may elect to fulfill this obligation by posting the Agreement on its website.

ARTICLE XVIII
SALARY AND ECONOMIC WELFARE

## Section 1. Appendices

The Appendices A, B, D, and E shall be attached to and a part of this Agreement for the 2023-2024 school year and the 2024-2025 school year.

Section 2. Salary Schedule
Appendix A is the Salary Schedule for the 2023-2024 school year.
Appendix B is the Salary Schedule for the 2024-2025 school year.

Career salaries for teachers in years 12-20 of credited experience are reflected in Appendix A \& B. Teachers on step $101 / 2$ of the previous school year will receive a salary which is the average of the step 11 and the career 12 salary of the appropriate lane. Teachers on step $14 \frac{1}{2}$ of the previous school year will receive a salary which is the average of the step 15 and career 16 salary of the appropriate lane. Teachers on step $18 \frac{1}{2}$ of the previous school year will receive a salary which is the average of the step 19 and the career 20 salary of the appropriate lane.

## Section 4. Extra Compensation

Hourly salaries, stipends for special positions and pay for extended workweeks for the 2023-2024 and 2024-2025 school years are contained in Appendix D.

## Section 5. Co-curricular Salaries

Appendix E contains the salaries to be paid for co-curricular assignments during the 2023-2024 and 2024-2025 school years.

## Section 6. Automobile Expense Reimbursement

In the event a teacher is required to provide an automobile in the course of District duties, reimbursement for such use shall be at the IRS rate effective the first of the month following the announcement of the new rate.

Section 7. Incentive for Retirement
A. A teacher who has at least fifteen (15) years of credited experience in the Richfield Public School District and who is at least age fifty-five (55) and who submits a written letter of retirement on or before February 1 of the school year at the end of which the teacher wishes to retire shall receive early retirement incentive pay upon retirement.
Teachers who have been on an extended leave of absence pursuant to Article X, Sections 8 , B or C for more than one of the three years immediately preceding retirement are not eligible for retirement incentive pay. However, teachers who have at least twenty-five (25) years of credited experience in the Richfield Public School District may receive retirement incentive pay immediately following an extended leave of absence provided the leave is from three to five years in length and provided they do not return to teaching in the Richfield Public Schools following the leave. The amount of retirement incentive pay shall be based on the teacher's years of service and accrued sick leave. Accrued sick leave shall mean the number of days the teacher has accumulated at the effective date of retirement.

The teacher's retirement incentive pay shall be the sum of the applicable amounts determined by the provisions of Division B below. Part-time teachers will receive a prorated amount based on the average number of hours assigned during the last 15 years of credited experience. Teachers participating in a phased retirement agreement per the terms of Division $G$ below, will have the total amount prorated according to the average number of hours assigned during the highest 15 of the last 17 years of credited experience.

Retirement incentive pay is considered earned only after the teacher completes active employment through the Board approved retirement date.
B. Provided all provisions of Divisions A (above) are met, employees shall be paid retirement severance benefits calculated as follows:

1. A benefit, not to exceed twenty thousand dollars $(\$ 20,000)$, shall be paid at a rate of $\$ 200$ per day of unused sick leave for up to 100 unused sick leave days.
2. A benefit, not to exceed ten thousand dollars $(\$ 10,000)$, shall be paid based upon years of service calculated as follows:
a. 15 years of service in Richfield -- \$7,500.00
b. 20 years of service in Richfield -- \$ 8,250.00
c. 25 years of service in Richfield -- $\$ 10,000.00$
3. An additional benefit of $\$ 5,000$ will be paid for those teachers who have more than 150 days of unused sick leave.
C. The teacher shall receive the amount of retirement incentive pay in one (1) lump sum payment within thirty (30) days of the last date of employment by the District. The full amount of severance pay a retiring employee is eligible to receive herein shall be contributed into a 403 b supplemental retirement account established by the employee, exclusively for the purpose of receiving such payment (the "severance 403b"). Such a contribution shall be consistent with the applicable IRS rules on annual additions to taxdeferred accounts. The employee will not receive any direct payment from the school district for severance pay.
D. If a teacher dies after the board approved retirement date, but before the retirement incentive pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.
E. A teacher who wishes to retire at the end of the school year must submit a written letter of retirement on or before February 1 of that school year to qualify for the retirement incentive provided in this section. A teacher who wishes to retire at any other time must submit a written letter of retirement on or before February 1 of the fiscal year which precedes the fiscal year in which the retirement date occurs to qualify for the retirement incentive (e.g. teacher eligibility to retire in October 2023 must give notice on or before February 1, 2023). Retirement applications received after February 1 may be approved but those teachers shall not be eligible for retirement incentive payment.

The School Board, at its sole discretion, may accept a notice of intent to retire at the end of the school year by April 1 and grant the retirement incentive pay as provided in this section if the reason for retirement is to meet TRA statutory opportunities and notification of such opportunity occurred after February 1.
F. In the event that it is determined by the IRS that the severance benefit listed in this Article is constructively received by the individual employee in the year that the employee first becomes eligible to receive the benefit (and not in the year that the person retires), the District agrees to the following:

1. The District will withhold from the incentive for retirement pay as provided in this section and transmit to the IRS the amount necessary to comply with normal tax withholding standards under IRS rules in the year that the income is constructively received.
2. The remaining portion of the severance pay will be paid out in accordance with the terms of this agreement.
3. If there is no compensation from which to deduct a tax paid, then the teacher shall repay the amount of the tax to the District.
G. Teachers with more than 15 years credited experience in the District who are TRA eligible for retirement within the next two years and who wish to enter into a phased retirement agreement with the District for up to two years must apply to the District by February 1 of the school year preceding the proposed phased retirement. The request must state if it is for one or two years and the portion of the position the teacher would like to continue teaching. The District, at its sole discretion, may approve or deny the request. A teacher in a phased retirement will be required to work not more than .8 FTE and not less than .3 FTE. If approved, the teacher will receive salary, benefits and credited experience for the part-time FTE the teacher actually works. The District will pay the employer portion of TRA contributions for the compensation earned from the part-time position the employee is actually working. The teacher must pay the employee portion of the TRA contributions for a full-time position pursuant to MS 354.66, including the difference between the amount of the employer contribution the teacher would receive if working full-time and the actual amount the employer contributes pursuant to this section. At the end of the phased retirement period the teacher must move to full retirement. If the
District denies a timely request for phased retirement, the teacher shall have ten calendar days following the denial in order to provide notice of retirement and receive the benefits provided in Article XVIII, Section 7.

Section 8. Communications - Cellular or Smart Phone Stipend
The District shall provide a cellular phone or a monetary stipend, at its discretion, of $\$ 40$ (forty dollars) per month to teachers who are classified by the District under the District's Cellular or Smart Phone Stipend Guidelines as "Mobile Employees." Mobile Employees are specifically teachers who work remotely from multiple non-district locations during their duty day and need to use their personal cellular or smart phone device regularly throughout the work day for work related business.

The District reserves the right to determine which teachers will be classified as Mobile Employees and who are eligible for this stipend.

## ARTICLE XIX <br> DISCIPLINE

## Section 1: Just Cause.

The Employer shall have the right to discipline employees for just cause. Due process shall be provided.

## Section 2: Advance Notice of Anticipated Action

Before a teacher is disciplined, beyond verbal notification, he/she is entitled to advance notice of the anticipated action. Notice can be either oral or written and should include the following:

1. Explanation of concerns;
2. Explanation of evidence supporting such concerns; and
3. Opportunity for the teacher to present his/her side of the story or defense

## Section 3: Discipline Levels

The Employer recognizes the need for progressing through a series of levels. Normally the Employer will utilize the levels for discipline in the order listed below, but the specific level chosen is within the discretion of the superintendent or a designee. Circumstances surrounding each individual case will affect the level chosen. Levels of Discipline:

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

## Section 4: Miscellaneous

A. A teacher will be informed of the right to have an Education Richfield representative present at each level of discipline.
B. A teacher may grieve any level of discipline except for termination or immediate discharge, which shall be in accordance with M.S. 122A.40.
C. Non-renewal of probationary teachers shall not be grievable.
D. Teachers may be suspended with pay during investigations. It is understood that suspension with pay does not constitute discipline.

Section 5: Intent of the Parties

If a teacher has been suspended without pay for five duty days and subsequently engages in the same or similar conduct, the parties agree that termination is the appropriate next step, subject to the District's ability to prove that the teacher engaged in the same or similar conduct.

## ARTICLE XX <br> DURATION OF AGREEMENT

Section 1. Duration
A. This Agreement shall be effective and/or retroactive to July 1, 2023, and shall continue in effect until June 30, 2025. If a new and substitute Agreement has not been duly entered into prior to June 30, 2025, the terms of this Agreement shall continue in full force and effect until such substitute Agreement is adopted, which shall then be fully retroactive to July 1, 2023.
B. Economic compensation for all extended school year programs occurring during the summer of 2024 shall be paid at the rates for the 2024-2025 school year. Schedules for compensation for 2023 and 2024 programs are found in Appendix D of this Agreement. No retroactive pay will be provided for activities listed in the Appendix D. The Summer/ALC Instructional Programs and Curriculum Writing/Staff Development hourly pay rates for the summer of 2024 will be the rates for the 2024-2025 school year.

## Section 2. Amendment

It is acknowledged that the parties of this Master Agreement have the right to amend or extend said Agreement as it is mutually agreeable. However, it is mutually agreed that neither party has the right to require such negotiations if the other party is not agreeable, nor to insist that any negotiations, if undertaken, must reach an acceptable conclusion. Further, that in no event should any such negotiations extend to any subject matter not required to be bargained under the definitions in P.E.L.R.A. However, if such discussions are had and reach a mutually agreeable conclusion, the same is not to be binding until ratified in turn by the School Board and Education Richfield.

## Section 3. 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. The District and Education Richfield mutually agree to amend this Master Agreement should any provision of the Agreement be severed or rendered invalid as a result of United States Supreme Court or Minnesota Supreme Court decisions.

## Section 4. Conclusion

This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the teachers of the District. The provisions herein related 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.

## DOCUMENT AUTHORIZATION

In witness whereof the parties hereto caused this Agreement to be signed by their respective presidents, attested by their Negotiations Council Chairperson and their corporate seals to be placed hereon, as of this $\qquad$ of $\qquad$ . 2024.

## EDUCATION RICHFIELD



Education Richfield
President


Education Richfield
Negotiations Council


RICHFIELD BOARD OF EDUCATION


By Tit $\angle P l l$
District 280
School Board Clerk


Superintendent of Schools


Chief Human Resources and Administrative Officer

## APPENDIX A <br> RICHFIELD PUBLIC SCHOOLS 2023-2024 <br> LICENSED STAFF SALARY SCHEDULE

| STEP | BA | BA+10 | BA+20 | BA+30 | BA+40 | MA | MA+10 | MA+20 | MA+30 | MA+40/ Specialist | PHD |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | \$47,375 | \$47,778 | \$48,053 | \$48,984 | \$50,636 | \$51,174 | \$52,511 | \$53,545 | \$55,202 | \$56,943 | \$56,943 |
| 2 | \$48,707 | \$49,309 | \$49,587 | \$50,243 | \$51,929 | \$52,555 | \$53,963 | \$55,127 | \$56,842 | \$58,452 | \$58,453 |
| 3 | \$50,318 | \$50,720 | \$51,057 | \$51,790 | \$53,549 | \$54,328 | \$55,941 | \$57,041 | \$58,817 | \$60,297 | \$60,972 |
| 4 | \$51,607 | \$52,022 | \$52,400 | \$53,394 | \$55,391 | \$56,607 | \$57,934 | \$59,197 | \$60,922 | \$62,321 | \$64,252 |
| 5 | \$52,975 | \$53,297 | \$53,729 | \$55,181 | \$57,506 | \$59,363 | \$60,670 | \$62,043 | \$63,394 | \$64,900 | \$67,554 |
| 6 | \$54,171 | \$54,462 | \$55,390 | \$57,216 | \$59,656 | \$62,053 | \$63,429 | \$64,843 | \$66,333 | \$67,902 | \$74,379 |
| 7 | \$55,322 | \$56,064 | \$57,659 | \$59,293 | \$61,899 | \$64,763 | \$66,217 | \$67,709 | \$69,266 | \$74,379 | \$75,992 |
| 8 | \$57,422 | \$57,778 | \$59,343 | \$61,046 | \$63,777 | \$67,537 | \$69,009 | \$70,512 | \$74,379 | \$75,992 | \$78,003 |
| 9 | \$58,067 | \$59,842 | \$61,484 | \$63,331 | \$66,440 | \$70,241 | \$71,762 | \$74,379 | \$75,992 | \$80,016 | \$82,030 |
| 10 | \$58,966 | \$61,759 | \$63,624 | \$65,487 | \$68,997 | \$72,953 | \$74,782 | \$78,003 | \$80,016 | \$84,045 | \$86,059 |
| 11 | \$59,798 | \$65,574 | \$67,913 | \$69,741 | \$73,057 | \$78,003 | \$80,016 | \$82,030 | \$84,045 | \$86,059 | \$88,072 |
|  | BA | BA+10 | BA+20 | BA+30 | BA+40 | MA | MA+10 | MA+20 | MA+30 | MA+40/ <br> Specialist | PHD |
| CAREER 12 | \$60,571 | \$70,416 | \$73,562 | \$75,624 | \$79,213 | \$84,789 | \$86,644 | \$88,422 | \$90,911 | \$93,229 | \$97,601 |
| 13 | \$60,571 | \$70,416 | \$73,562 | \$75,624 | \$79,213 | \$84,789 | \$86,644 | \$88,422 | \$90,911 | \$93,229 | \$97,601 |
| 14 | \$60,571 | \$70,416 | \$73,562 | \$75,624 | \$79,213 | \$84,789 | \$86,644 | \$88,422 | \$90,911 | \$93,229 | \$97,601 |
| 15 | \$60,571 | \$70,416 | \$73,562 | \$75,624 | \$79,213 | \$84,789 | \$86,644 | \$88,422 | \$90,911 | \$93,229 | \$97,601 |
| CAREER 16 | \$62,102 | \$71,947 | \$75,093 | \$77,156 | \$80,743 | \$86,985 | \$88,841 | \$90,645 | \$93,159 | \$95,477 | \$99,874 |
| 17 | \$62,102 | \$71,947 | \$75,093 | \$77,156 | \$80,743 | \$86,985 | \$88,841 | \$90,645 | \$93,159 | \$95,477 | \$99,874 |
| 18 | \$62,102 | \$71,947 | \$75,093 | \$77,156 | \$80,743 | \$86,985 | \$88,841 | \$90,645 | \$93,159 | \$95,477 | \$99,874 |
| 19 | \$62,102 | \$71,947 | \$75,093 | \$77,156 | \$80,743 | \$86,985 | \$88,841 | \$90,645 | \$93,159 | \$95,477 | \$99,874 |
| CAREER 20 | \$64,429 | \$74,274 | \$77,422 | \$79,483 | \$83,072 | \$90,032 | \$91,887 | \$93,662 | \$96,153 | \$98,472 | \$102,896 |

* $\$ 1,000$ One-Time Stipend for teachers eligible for Step 25 with MA, MA+10, MA+20, MA+30, MA+40/Specialist, PHD


## APPENDIX B

## RICHFIELD PUBLIC SCHOOLS 2024-2025

## LICENSED SALARY SCHEDULE

| STEP | BA | BA+10 | BA+20 | BA+30 | BA+40 | MA | MA+10 | MA+20 | MA+30 | MA+40/ <br> Specialist | PHD |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | \$49,415 | \$49,830 | \$50,115 | \$51,076 | \$52,782 | \$53,837 | \$55,217 | \$56,285 | \$57,996 | \$59,793 | \$59,793 |
| 2 | \$50,790 | \$51,412 | \$51,698 | \$52,376 | \$54,117 | \$55,263 | \$56,717 | \$57,919 | \$59,690 | \$61,352 | \$61,352 |
| 3 | \$52,453 | \$52,869 | \$53,216 | \$53,974 | \$55,789 | \$57,094 | \$58,759 | \$59,895 | \$61,729 | \$63,257 | \$63,953 |
| 4 | \$53,784 | \$54,213 | \$54,603 | \$55,629 | \$57,691 | \$59,447 | \$60,817 | \$62,121 | \$63,902 | \$65,347 | \$67,340 |
| 5 | \$55,197 | \$55,529 | \$55,975 | \$57,474 | \$59,875 | \$62,293 | \$63,641 | \$65,059 | \$66,454 | \$68,009 | \$70,750 |
| 6 | \$57,431 | \$57,732 | \$58,690 | \$60,575 | \$63,095 | \$65,570 | \$66,990 | \$68,450 | \$69,989 | \$71,609 | \$76,797 |
| 7 | \$58,620 | \$59,386 | \$61,033 | \$62,720 | \$65,411 | \$68,368 | \$69,869 | \$71,409 | \$73,017 | \$78,297 | \$78,462 |
| 8 | \$60,788 | \$61,156 | \$62,771 | \$64,530 | \$67,349 | \$71,232 | \$72,751 | \$74,304 | \$78,297 | \$79,962 | \$80,538 |
| 9 | \$61,454 | \$63,286 | \$64,982 | \$66,889 | \$70,099 | \$74,024 | \$75,594 | \$78,297 | \$79,962 | \$84,116 | \$84,696 |
| 10 | \$62,382 | \$65,267 | \$67,191 | \$69,115 | \$72,740 | \$76,824 | \$78,712 | \$82,038 | \$84,116 | \$88,277 | \$88,856 |
| 11 | \$62,382 | \$67,706 | \$70,120 | \$72,008 | \$75,431 | \$80,538 | \$82,616 | \$84,696 | \$86,777 | \$88,856 | \$90,935 |
|  | BA | BA+10 | BA+20 | $\mathbf{B A + 3 0}$ | BA+40 | MA | MA+10 | MA+20 | $\mathbf{M A + 3 0}$ | MA+40/ <br> Specialist | PHD |
| $\begin{gathered} \text { CAREER } \\ 12-15 \end{gathered}$ | \$62,540 | \$72,705 | \$75,952 | \$78,082 | \$81,787 | \$87,545 | \$89,460 | \$91,296 | \$93,866 | \$96,259 | \$100,773 |
| $\begin{gathered} \text { CAREER } \\ 16-19 \end{gathered}$ | \$64,120 | \$74,285 | \$77,534 | \$79,664 | \$83,368 | \$89,812 | \$91,729 | \$93,591 | \$96,187 | \$98,580 | \$103,120 |
| $\begin{gathered} \hline \text { CAREER } \\ 20-24 \\ \hline \end{gathered}$ | \$66,523 | \$76,688 | \$79,938 | \$82,066 | \$85,772 | \$92,958 | \$94,874 | \$96,706 | \$99,277 | \$101,672 | \$106,240 |
| CAREER 25+ | \$66,523 | \$76,688 | \$79,938 | \$82,066 | \$85,772 | \$95,458 | \$97,374 | \$99,206 | \$101,777 | \$104,172 | \$108,740 |

## APPENDIX D

## EXTENDED PROFESSIONAL ASSIGNMENTS

|  |  | $\underline{2023-2024}$ | $\underline{2024-2025}$ |
| :--- | :--- | :--- | :--- |
| D 1 Summer/ALC Instructional Programs | $\$ 37.50$ per hour* | $\$ 40.00$ per hour |  |
| D 2 | Curriculum Writing/Staff Development | $\$ 36.00$ per hour* | $\$ 36.00$ per hour |
| D 3 | Driver Education | $\$ 25.00$ per hour* | $\$ 25.00$ per hour |
| Behind the Wheel | $\$ 29.00$ per hour* | $\$ 29.00$ per hour |  |

## D 4 Online Learning Instruction

Course development stipend
Additional instructional assignments
\$1,500 per course developed \& scheduled
1-2 students: $\$ 500$ per student/semester 3-10 students: $\$ 350$ per student/semester $10+$ students: $\$ 3500$ per semester

Teachers facilitating online courses with student enrollments of 10 or more students may be scheduled for an online course in lieu of an onsite course as part of their regular teaching assignment if agreed jointly by teacher and principal. The $\$ 3500$ stipend would not be paid if the course is taught as part of the regular instructional assignment instead of as an additional assignment.

## D 5 Educational Leadership

Educational Leaders (K-12) \$2,500
K-12 Educational Leaders will be identified each fall by building principals during workshop week.

In buildings where teacher supervisions are assigned, a staff member selected for an educational leadership stipend and their principal/supervisor may jointly wave the payment of the stipend for a school year in exchange for that teacher being released from building supervision during the student contact day.

## Educational Leaders (Special Education

Level I:
\$4,500
Effective 7-1-2-2024 \$5,500

Level II:
\$3,500
Effective 7-1-2-2024 \$4,500

Educational Leaders (Technology)
Staff Development Chairs
up to $\$ 2,500$
To be determined based on duties
Student Attendance Review Board Chair
$\$ 600$

## D 6 Extended Time Assignments

Counselors, psychologist, social workers, special education lead teachers, coordinators, district media coordinator, deans of students, teachers on alternative school year calendars, media specialists or others as approved by the Director of Human Resources may apply to work an extended school year. Extended time approved by the district will be paid at the rate of $\$ 300$ per day effective July 1, 2023 and $\$ 310$ per day effective July 1, 2024.

## D 7 National and Other Certifications

Teachers who are certified by the National Board of Professional Teachers Standards will receive a $\$ 1,500$ annual stipend each year their certification is on file in the Human Resources Office.

Speech-Language clinicians who are certified by the American Speech-Hearing Association with a Certificate of clinical competence will receive a $\$ 1,000$ annual stipend each year their certification is on file in the Human Resources Office.

For the certifications and licenses listed immediately below, the District will reimburse the individual for the cost of re-licensure or re-certification provided their certification remains on file in the Human Resources Office:
a. School Psychologists - National Certification by National Association of School Psychologists (NCSP),
b. School Social Workers - License for Independent Clinical Social Work (LICSW),
c. Occupational Therapists - Occupational Therapist Registered Certificate (OTR),
d. Licensed School Nurses - License from the Minnesota Board of Nursing or National School Nursing Certification, and
e. School Counselors - National Certified Counselor (NCC).

In the event the District requires the individual to hold the designated certification or license, as an alternate to the reimbursed costs the individual will be paid $\$ 1,000$ annually (pro-rated for part-time employees) in addition to their regular annual salary. This stipend is subject to renewal or nonrenewal based on requirements by the District on an annual basis.

D 8 Continuing Contract Bonus
Teachers who return to teaching in Richfield Schools the year following completion of their probationary period will be paid a one-time payment of $\$ 500$. Such payment will be made on the second payroll in September.

## D 9 College in the Schools

Teachers assigned to teach College in the Schools courses will be paid $\$ 1,330$ per subject for additional assigned training and meetings.

D10 Check and Connect Monitors
Teachers who are assigned responsibilities as Check and Connect Monitors will be paid $\$ 10$ per student per week during which the assigned monitor and student meet.

D11 Bilingual Fluency
Teachers who are determined by the District to be bilingually fluent in a District identified language area will be paid $\$ 1,000$ annually effective July 1,2023 and $\$ 2,000$ effective July 1,2024 (prorated for part-time employees) in addition to their regular annual salary. The stipend is subject to renewal or nonrenewal by the District on an annual basis.

## D12 Teacher Shortage or Hard-to-Fill Areas

Teachers who are teaching in an area determined by the District to be a teacher shortage or hard-to-fill area will be paid $\$ 1,000$ annually effective July 1, 2023 and $\$ 2,000$ effective July 1, 2024 (prorated for part-time employees) in addition to their regular annual salary. All teachers teaching in the teacher shortage or hard-to-fill area as determined by the District will receive the additional stipend. The stipend is subject to renewal or nonrenewal by the District on an annual basis.
*The hourly rate for the 2024-2025 Summer/ALC Instruction Programs will go into effect on the first day of the 2024 Summer School/ESY Program.


| 2023-2025 |  |  |  |
| :--- | :--- | :--- | :--- |
|  | 2023-2024 |  |  |
| FACTOR | Yrs 1-2 | Yrs 3-6 | Yrs 7+ |
| $(1.000)$ | $=\$ 5,526$ | $\$ 5,703$ | $\$ 5,903$ |

*Years of experience shall be considered to be the number of years of experience the teacher has in that particular activity in the District unless a larger number of years is mutually agreed to by the teacher and the District.

|  | 2023-2024 |  |  |  |  | 2024-2025 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | $\begin{aligned} & \text { FACTOR } \\ & (1.000) \\ & \hline \end{aligned}$ | $\begin{aligned} & \text { Yrs 1-2 } \\ & \$ 5,526 \\ & \hline \end{aligned}$ | $\begin{aligned} & \text { Yrs 3-6 } \\ & \$ 5,703 \\ & \hline \end{aligned}$ | $\begin{aligned} & \text { Yrs 7+ } \\ & \$ 5,903 \\ & \hline \end{aligned}$ | $\begin{aligned} & \text { FACTOR } \\ & (1.000) \\ & \hline \end{aligned}$ | $\begin{array}{r} \text { Yrs 1-2 } \\ =\$ 5,747 \\ \hline \end{array}$ | $\begin{aligned} & \text { Yrs 3-6 } \\ & \$ 5,931 \\ & \hline \end{aligned}$ | $\begin{aligned} & \text { Yrs 7+ } \\ & \$ 6,139 \\ & \hline \end{aligned}$ |
| INTRAMURAL ATHLETICS |  |  |  |  |  |  |  |  |
| Senior High Coordinator | 0.400 | \$2,210 | \$2,281 | \$2,361 | 0.400 | \$2,299 | \$2,372 | \$2,456 |
| Senior High Activities | 0.080 | \$442 | \$456 | \$472 | 0.080 | \$460 | \$474 | \$491 |
| Middle School Coordinator | 0.400 | \$2,210 | \$2,281 | \$2,361 | 0.400 | \$2,299 | \$2,372 | \$2,456 |
| Middle School Activities | 0.080 | \$442 | \$456 | \$472 | 0.080 | \$460 | \$474 | \$491 |
| Middle School Skiing | 0.180 | \$995 | \$1,027 | \$1,063 | 0.180 | \$1,034 | \$1,068 | \$1,105 |
| SKIING |  |  |  |  |  |  |  |  |
| Senior High Varsity | 0.750 | \$4,145 | \$4,277 | \$4,427 | 0.750 | \$4,310 | \$4,448 | \$4,604 |
| Senior High Varsity Assistant | 0.563 | \$3,111 | \$3,211 | \$3,323 | 0.563 | \$3,236 | \$3,339 | \$3,456 |
| SOCCER |  |  |  |  |  |  |  |  |
| Senior High Varsity | 1.000 | \$5,526 | \$5,703 | \$5,903 | 1.000 | \$5,747 | \$5,931 | \$6,139 |
| Senior High Varsity Assistant | 0.730 | \$4,034 | \$4,163 | \$4,309 | 0.730 | \$4,195 | \$4,330 | \$4,482 |
| Ninth Grade | 0.633 | \$3,498 | \$3,610 | \$3,737 | 0.633 | \$3,638 | \$3,754 | \$3,886 |
| Ninth Grade Assistant | 0.480 | \$2,652 | \$2,737 | \$2,833 | 0.480 | \$2,759 | \$2,847 | \$2,947 |
| Middle School | 0.400 | \$2,210 | \$2,281 | \$2,361 | 0.400 | \$2,299 | \$2,372 | \$2,456 |
| SOFTBALL |  |  |  |  |  |  |  |  |
| Senior High Varsity | 1.000 | \$5,526 | \$5,703 | \$5,903 | 1.000 | \$5,747 | \$5,931 | \$6,139 |
| Senior High Varsity Assistant | 0.730 | \$4,034 | \$4,163 | \$4,309 | 0.730 | \$4,195 | \$4,330 | \$4,482 |
| Ninth Grade | 0.633 | \$3,498 | \$3,610 | \$3,737 | 0.633 | \$3,638 | \$3,754 | \$3,886 |
| Ninth Grade Assistant | 0.480 | \$2,652 | \$2,737 | \$2,833 | 0.480 | \$2,759 | \$2,847 | \$2,947 |
| Middle School | 0.400 | \$2,210 | \$2,281 | \$2,361 | 0.400 | \$2,299 | \$2,372 | \$2,456 |
| SWIMMING/SYNCHRONIZED SWIMMING |  |  |  |  |  |  |  |  |
| Senior High Varsity | 1.000 | \$5,526 | \$5,703 | \$5,903 | 1.000 | \$5,747 | \$5,931 | \$6,139 |
| Senior High Varsity Assistant | 0.730 | \$4,034 | \$4,163 | \$4,309 | 0.730 | \$4,195 | \$4,330 | \$4,482 |
| TENNIS |  |  |  |  |  |  |  |  |
| Senior High Varsity | 0.750 | \$4,145 | \$4,277 | \$4,427 | 0.750 | \$4,310 | \$4,448 | \$4,604 |
| Senior High Varsity Assistant | 0.563 | \$3,111 | \$3,211 | \$3,323 | 0.563 | \$3,236 | \$3,339 | \$3,456 |
| Ninth Grade | 0.480 | \$2,652 | \$2,737 | \$2,833 | 0.480 | \$2,759 | \$2,847 | \$2,947 |
| Middle School | 0.400 | \$2,210 | \$2,281 | \$2,361 | 0.400 | \$2,299 | \$2,372 | \$2,456 |
| TRACK AND FIELD |  |  |  |  |  |  |  |  |
| Senior High Varsity | 1.000 | \$5,526 | \$5,703 | \$5,903 | 1.000 | \$5,747 | \$5,931 | \$6,139 |
| Senior High Varsity Assistant | 0.730 | \$4,034 | \$4,163 | \$4,309 | 0.730 | \$4,195 | \$4,330 | \$4,482 |
| Middle School | 0.400 | \$2,210 | \$2,281 | \$2,361 | 0.400 | \$2,299 | \$2,372 | \$2,456 |
| VOLLEYBALL |  |  |  |  |  |  |  |  |
| Senior High Varsity | 1.000 | \$5,526 | \$5,703 | \$5,903 | 1.000 | \$5,747 | \$5,931 | \$6,139 |
| Senior High Varsity Assistant | 0.730 | \$4,034 | \$4,163 | \$4,309 | 0.730 | \$4,195 | \$4,330 | \$4,482 |
| Ninth Grade | 0.633 | \$3,498 | \$3,610 | \$3,737 | 0.633 | \$3,638 | \$3,754 | \$3,886 |
| Middle School | 0.400 | \$2,210 | \$2,281 | \$2,361 | 0.400 | \$2,299 | \$2,372 | \$2,456 |
| WEIGHT ROOM SUPERVISOR |  |  |  |  |  |  |  |  |
| School Year Coordinator | 1.000 | \$5,526 | \$5,703 | \$5,903 | 1.000 | \$5,747 | \$5,931 | \$6,139 |
| Summer Coordinator(s) | 0.650 | \$3,592 | \$3,707 | \$3,837 | 0.650 | \$3,736 | \$3,855 | \$3,990 |
| WRESTLING |  |  |  |  |  |  |  |  |
| Senior High Varsity | 1.200 | \$6,631 | \$6,844 | \$7,084 | 1.200 | \$6,896 | \$7,117 | \$7,367 |
| Senior High Varsity Assistant | 0.900 | \$4,973 | \$5,133 | \$5,313 | 0.900 | \$5,172 | \$5,338 | \$5,525 |
| Ninth Grade | 0.750 | \$4,145 | \$4,277 | \$4,427 | 0.750 | \$4,310 | \$4,448 | \$4,604 |
| Ninth Grade Assistant | 0.545 | \$3,012 | \$3,108 | \$3,217 | 0.545 | \$3,132 | \$3,232 | \$3,346 |
| Middle School | 0.400 | \$2,210 | \$2,281 | \$2,361 | 0.400 | \$2,299 | \$2,372 | \$2,456 |

*Years of experience shall be considered to be the number of years of experience the teacher has in that particular activity
in the District unless a larger number of years is mutually agreed to by the teacher and the District.



Pay for post season tournaments shall be earned after a team or team members have advanced beyond a preliminary round contest. The amount paid will be $\$ 150$ per event, or for each week the season is extended (partial weeks of three days or more of extended season shall constitute a week). The number of personnel to be eligible shall be determined by the Athletic/fine Arts Director(s) after consultation with the head coach of the activity. Advisors accompanying other groups, at the request of the principal, will be paid $\$ 65$ per event.

Stipends assume the length of seasons in ensuing school years are to remain the same as 2023-2024. Should the length of any sport, at either the senior or middle schools, be changed from 2023-2024, the stipend will be adjusted up or down on a pro-rata basis.

If the regular football season is required to have more than 2 Saturday games, assigned coaches will receive $\$ 75 /$ day commencing with the third event.

## MEMORANDUM OF AGREEMENT MEETING AND PREPARATION TIME

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 280, Richfield ("District") and Education Richfield ("Union"). The District and the Union are collectively referred to as the "parties."

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

WHEREAS, the parties desire to promote a collaborative work environment that is focused on the individual educational needs of all students and the delivery of quality instruction;

WHEREAS, the parties recognize that teachers need time during the duty day to plan instruction, to prepare for the delivery of instruction, and to collaborate regarding student success; and

WHEREAS, the parties recognize that a productive, well-executed meeting may be required for the efficient running of the school;

NOW, THEREFORE, BE IT AGREED:

1. Use of Preparation Time. Teachers may use preparation time to prepare lessons and materials for assigned classes, to conduct conferences, to evaluate student work, to collaborate voluntarily with colleagues, and to perform other tasks related to their assignment. The specific work to be performed during preparation time will generally be within the teacher's professional discretion as long as it is aligned with the teacher's professional responsibilities. Principals and other administrators will not regularly schedule meetings during preparation time except for the purpose of the performance and evaluation process (i.e. pre and post observation conferences).
2. Supervision During Preparation Time. Absent extraordinary circumstances, teachers will not be required to supervise students during their preparation time. If, at the request or direction of the building principal, a teacher supervises or teaches a class during the teacher's scheduled preparation time, the District will compensate the teacher for the lost preparation time, calculated by rounding up to the nearest one-quarter hour, based on the instructional program hourly rate specified in Appendix D of the CBA.
3. Compensation for Additional Preparation Caused by Collapsed Classrooms. In the event a substitute is not available and the teacher's students are assigned across other classrooms, any teacher who receives at least 1 additional assigned student, for a half or full day, in this situation will receive a proportional share of the Certified Retired Teacher Substitute daily rate of pay in relation to number of teachers who are assigned responsibility for those students. This compensation is provided in order to compensate for the additional preparation time required to accommodate this change in instruction.
4. Compensation for Duty Reassignment. An elementary licensed staff who is pulled from their assigned duty to cover a classroom for a half or full day will be compensated an additional hour, in addition to their regular salary, at the hourly rate of pay.
5. Collaborative Approach. All teachers are expected to use a collaborative approach in scheduling meetings with colleagues for the purpose of ensuring the provision of quality instruction and the alignment of regular education services with integrated programming, such as Title I, ELL, and special education programming. Toward that end, when scheduling meetings involving other staff members, teachers are expected to seek consensus from all participants regarding a mutually agreeable date and time for the meeting, including whether the meeting will be held before the student day, during preparation time, or after the student day. To help support this collaboration, the District will attempt to schedule common preparation times among individuals who share students when practicable.
6. Guidelines for Regularly Scheduled Meetings. In general, regularly scheduled meetings for all staff in a building outside of preparation time will include a weekly Professional Learning Community (PLC) meeting as well as a weekly collaboration meeting among grade levels, departments, integrated services and special education to plan and prepare instruction. Up to two faculty or building staff development meetings may be scheduled each month. Stipended positions or voluntary committees that meet on an infrequent basis are excluded from these guidelines. In 2016-2017, the collaboration meetings may be scheduled within the assigned planning and preparation time. IEP meetings and child study teams may be required to address the specific needs of individual students and as such, do not fall within the guidelines of Section 6.
7. K-5 Planning and Preparation Time. Elementary preparation time includes an additional 50 minutes of planning time per week (total of 300 minutes) for a full-time teacher. The additional time will be used to support planning and preparation for instruction, including at least one weekly meeting to collaborate and co-plan for instruction. The meetings may be rescheduled at the discretion of the assigned team with approval by the building principal.
8. Collaboration and Professional Learning Community. Collaboration and Professional Learning Community (PLC) meetings will be scheduled in collaboration with building leadership team factoring in team preferences as well as coordination of staff resources. Meetings may be rescheduled at the discretion of the assigned team with approval by the building principal. Teams that request to have their meetings scheduled outside the normal workday will not be eligible for any additional compensation.
9. Review of Guidelines. Major changes to non-student contact time resulting from schedule changes or other concerns that emerge related to preparation time will be the subject of Meet and Confer.
10. Term. This MOA will take effect on July 1, 2023 and will automatically expire on June 30, 2025 or upon ratification of the 2025-2027 Master Agreement, whichever occurs later, unless the parties agree, in writing, to amend or extend the terms or provisions of this MOA.
11. Entire Agreement. This MOA and the CBA constitute the entire agreement between the parties relating to preparation time for teachers. No party has relied upon any statements, representations, or promises that are not set forth in this MOA or the CBA. No changes to this MOA are valid unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA on the dates shown by their signatures.

UNION


Union President


INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD


School Board Clerk

Date: $3 / 18 / 2024$
Date: $03 / 18 / 2024$

## MEMORANDUM OF AGREEMENT IMPROVEMENT PLANNING

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 280, Richfield ("District") and Education Richfield ("Union"). The District and the Union are collectively referred to as the "parties."

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

WHEREAS, the parties desire to promote a collaborative work environment that is focused on the individual educational needs of all students and the delivery of quality instruction;

WHEREAS, the parties desire to ensure high quality and effective implementation of program improvements;

## NOW, THEREFORE, BE IT AGREED:

> Richfield School District and Education Richfield agree to develop a process for reviewing program improvement efforts and implementation using an extended Meet and Confer Committee. The process for implementation will include establishing a committee which will discuss the following considerations:

1. Ensure a common understanding of what constitutes an "initiative" for purposes of this committee's review;
2. Ensure a clear process for program improvement efforts and strategies;
3. Review and discuss who is involved in various initiatives and related timing to consider impact on effective implementation;
4. Evaluate the intended and unintended consequences of each initiative;
5. Discuss effective implementation to consider needs for staff development and follow-up training and review opportunities; and
6. Review how technology can successfully support any initiatives before they are implemented.
7. Review current expectations of activities outside of the regular school day that support parent and community relationships and work to align these efforts across the organization.
8. Review current testing timelines and processes, especially as it relates to diagnostic activities at the beginning of the year, and identify ways to mitigate negative impact on instruction.

The Education Richfield President and Superintendent will identify appropriate timing and committee representation, which may vary based on items being discussed. It is agreed that the first meeting for the committee will be scheduled no later than 45 days from ratification of this agreement.

1. Term. This MOA will take effect immediately upon ratification of this agreement and will automatically expire on June 30, 2025 or upon ratification of the 2025-2027 Master Agreement, whichever occurs later, unless the parties agree, in writing, to amend or extend the terms or provisions of this MOA.
2. Entire Agreement. This MOA and the CBA constitute the entire agreement between the parties relating to improvement planning. No party has relied upon any statements, representations, or promises that are not set forth in this MOA or the CBA. No changes to this MOA are valid unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA on the dates shown by their signatures.

UNION


Date:


INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD


School Board Chair


School Board Clerk


Date:


## MEMORANDUM OF AGREEMENT

## MEET AND CONFER

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 280, Richfield ("District") and Education Richfield ("Union"). The District and the Union are collectively referred to as the "parties."

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

WHEREAS, the parties desire to promote a collaborative work environment that is focused on the individual educational needs of all students and the delivery of quality instruction; and WHEREAS, the parties recognize that supporting a positive and product work environment for staff requires engaging multiple perspectives to address work issues NOW, THEREFORE, BE IT AGREED that the following topics and goals be discussed during Meet and Confer:

1. Engagement Responsibilities Outside of Normal Work Day Hours. Define and align expectations of staff for parent and community engagement which requires assigned hours outside of the normal work day.
2. Major Changes in Schedules or Programming. Review academic program or schedule changes which may be considered for future years.
3. School Calendar Planning. Identify potential changes to the school calendar to ensure efficient and effective use of time as well as opportunities to gather perspectives.
4. Other Items. Discuss other items as mutually agreed upon by the President of Education Richfield and Richfield Public Schools Chief Human Resources and Administrative Officer.
5. Term. This MOA will take effect upon ratification of the 2023-2025 CBA.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA.

## UNION



Date: 3/20/2024
Union President

## INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD



School Board Chair


Date:


Date: $\qquad$

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## MEMORANDUM OF AGREEMENT RELATED TO EARLY CHILDHOOD FAMILY EDUCATION AND PRE-SCHOOL TEACHERS

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 280, Richfield ("District") and Education Richfield ("Union"). The District and the Union are collectively referred to as the "parties."

WHEREAS, the District and Union are parties to a 2023-25 collective bargaining agreement ("CBA") governing the general terms and conditions of employment for teachers;

WHEREAS, the District employs Early Childhood Family Education ("ECFE") and_Pre-School Teachers;
WHEREAS, the District and Union wish to clarify the compensation and benefit provisions that apply to these teachers; and

WHEREAS, effective July 1, 2023, ECFE teachers are eligible to earn continuing contract rights, whereas pre-school teachers are not yet required to be licensed and thus are not covered by the Continuing Contract Law, Minn. Stat. 122A.40.

NOW, THEREFORE, the parties agree to the following:

1. The following provisions of the CBA shall apply for determining the compensation and benefits of ECFE /Pre-School teachers:
a. Article VIII (Factors Involved in Determination of Salary)
b. Article X (Leaves of Absence) - excluding Sections 9, 10, and 11
c. Article XI - Grievance Procedure
d. Article XIII - School Year
e. Article XV - Fringe Benefits
f. Article XVI - Salary Payment
g. Article XVIII - Salary and Economic Welfare
2. Article XIV (School Day) will apply to Pre-School teachers. Article XIV (School Day) will apply to ECFE teachers, with the exception that the hours worked each day may not be consecutive given the nature of the ECFE program. The District will determine the schedules for ECFE teachers based on the ECFE classes offered.
3. Article IX will apply only to ECFE teachers.
4. With respect to ECFE teachers, the parties agree that the unrequested leave of absence procedures in Article X, Sections 9 and 10, of the CBA will apply with the following exceptions:
a. Given the unique nature of ECFE teaching positions, the District may place such teachers on unrequested leave of absence effective at any time and that the July 1 deadline in Sections 9(C) and 10(C) is not applicable to ECFE teachers.
b. A separate seniority list will be established for ECFE teachers.
c. For purposes of Sections $9(\mathrm{C})(4)(\mathrm{d})$ and $10(\mathrm{C})(3)(\mathrm{c})$, ECFE teachers may only transfer to other ECFE teacher positions.
d. For purposes of Sections 9(D) and 10(D), ECFE teachers may only be recalled to ECFE teacher positions.

For purposes of unrequested leaves of absence, the parties agree that teachers on seniority lists other than the ECFE seniority list may not transfer to ECFE positions; the only teachers who may transfer to ECFE positions are ECFE teachers.
5. The other provisions of the CBA not listed above shall not apply to ECFE/Pre-school teachers.
6. This MOA shall become effective on the data it is signed by both parties and shall remain in effect for the duration of the 2023-25 CBA.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA on the dates shown by their signatures.

UNION


Date:


Date:


Date: $\qquad$

## Memorandum of Agreement Building Substitutes

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 280, Richfield ("District") and Education Richfield ("Union"). The District and the Union are collectively referred to as the "parties."

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

WHEREAS, the District is considering hiring "Building Substitutes." It is intended that Building Substitutes would be contracted for a specific number of duty days during the school year and would cover for multiple absent teachers;

WHEREAS, Building Substitutes would differ from long-term substitutes (who are covered by Art. VII, Section 3 of the CBA) in that Building Substitutes would not substitute for only one absent teacher, but would likely substitute for many absent teachers over the course of their contracted year;

WHEREAS, Building Substitutes would differ from Reserve Teachers (who are covered by Art. VII, Section 4 of the CBA) in that Building Substitutes would be contracted for a set number of duty days for the school year, rather than working on an as-needed, short call basis.

## NOW, THEREFORE, BE IT AGREED;

The pay and benefits for Building Substitutes will be established by Board Policy instead of the provisions of the CBA.

In the event a Building Substitute acquires continuing contract rights pursuant to Minnesota Statutes section 122A.40, the Building Substitute's unrequested leave of absence ("ULA") rights shall be as follows:

The Building Substitute shall not be able to use seniority to bump another teacher, claim a vacancy, or require a realignment of positions.

Once placed on ULA, the Building Substitute shall not have recall rights.
The provisions of Section 2 of this MOA shall constitute and be a part of the ULA plan contained in Article X, Sections 9-13 of the CBA, which has been negotiated pursuant to Minnesota Statutes section 122A.40, subdivision 10 .

Building Substitutes shall not be covered by the CBA, except to the extent provided above in Section 2 of this MOA.

Term. This MOA will take effect immediately upon ratification of the CBA and will automatically expire on June 30, 2025 or upon ratification of the

2025-27 Master Agreement, whichever occurs later, unless the parties agree, in writing, to amend or extend the terms or provisions of this MOA.

Entire Agreement. This MOA and the CBA constitute the entire agreement between the parties relating to Building Substitutes. No party has relied upon any statements, representations, or promises that are not set forth in this MOA or the CBA. No changes to this MOA are valid unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA on the dates shown by their signatures.

## UNION



Date: 3/20/2024

INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD

By Purls y ere School Board Chair

By $\frac{\text { Prowl Board Clerk }}{\text { School i }}$

Date: $3 / 18 / 2024$

Date: $03 / 18 / 2024$

## MEMORANDUM OF AGREEMENT

## MEET AND CONFER/STATUTORY CHANGES

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 280, Richfield ("District") and Education Richfield ("Union"). The District and the Union are collectively referred to as the "parties."
WHEREAS, the District and the Union are parties to a collective bargaining agreement ("CBA") governing the general terms and conditions of employment for teachers;

WHEREAS, the parties desire to promote a collaborative work environment that is focused on the individual educational needs of all students and the delivery of quality instruction; and

WHEREAS, the State of Minnesota has identified adult-to-student ratios in classrooms, student testing and student-to-personnel ratios as mandatory subjects of bargaining; and
WHEREAS, the parties recognize that these mandatory subjects of bargaining are integral to the operations of the District and student success; and
WHEREAS, the parties recognize that it requires time to fully understand the impacts of program and staffing changes in relation to the work of the District
NOW, THEREFORE, BE IT AGREED that a committee of Education Richfield and District Leadership will be formed to review the following topics and goals be discussed as part of a Meet and Confer process:

1. Current adult-to-student ratios in the classrooms, student testing, and student-to-personnel ratios.

## 2. Potential changes to these items as they are reviewed in light of budgetary or program needs.

Term. This MOA will take effect upon ratification of the 2023-2025 CBA.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA.

## UNION



Union President

Date: 3/20/2024
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## INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD



School Board Chair
That KRIll.
Date:


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## MEMORANDUM OF AGREEMENT LANE CHANGE CREDITS

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 280, Richfield ("District") and Education Richfield ("Union"). The District and the Union are collectively referred to as the "parties."

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

WHEREAS, the parties desire to promote professional development that is rigorous and aligned with organizational goals, including compensation for lane change credits; and

WHEREAS, the parties desire to ensure high quality and effective implementation of instructional practices and curriculum delivery.

## NOW, THEREFORE, BE IT AGREED:

Richfield School District and Education Richfield agree to develop a process for reviewing professional development coursework which is compensated through lane change credits on the salary schedule using an extended Meet and Confer Committee. The process for implementation will include establishing a committee which will discuss programs of study that are available for lane change credits as well as other professional development methods for earning lane change credits and developing guidelines for approval. Items for discussion may include, but not be limited to, the following:

1. Identify external graduate degree programs or coursework that meet or do not meet eligibility requirements for lane change credits.
2. Identify alternative professional development opportunities that may not be eligible for graduate degree gredits, but meet the rigor and alignment to organizational goals to be eligible for lane change credits.
3. Develop a clearinghouse of resources to support selection of available programs.
4. Identify internal professional development programs that may be eligible for board credits.

The Education Richfield President and Superintendent will identify appropriate timing and committee representation, which may vary based on items being discussed. It is agreed that the first meeting for the committee will be scheduled no later than 45 days from ratification of this agreement.

Any recommendations from the committee will be subject to review and approval of the Superindent or administrative designee as it relates to review and approval of lane change credits.
3. Term. This MOA will take effect immediately upon ratification of this agreement and will automatically expire on June 30, 2025 or upon ratification of the 2025-2027 Master Agreement, whichever occurs later, unless the parties agree, in writing, to amend or extend the terms or provisions of this MOA.
4. Entire Agreement. This MOA and the CBA constitute the entire agreement between the parties as it relates to formation of this committee. No party has relied upon any statements, representations, or promises that are not set forth in this MOA or the CBA. No changes to this MOA are valid unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA on the dates shown by their signatures.

UNION


Date: $3 / 20 / 2024$
Union President
INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD

Paula y lethe School Board Chair
$\qquad$
School Board Clerk

Date: $3 / 18 / 2024$
Date: $\quad 63 / 18 / 2024$

## MEMORANDUM OF AGREEMENT REGARDING DUE PROCESS PAPERWORK

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 280, Richfield Public Schools ("District"), and Education Richfield ("Union").

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

WHEREAS, the parties desire to develop guidelines for additional paid time or alternative scheduling for special education teachers for completion of required due process paperwork; and

WHEREAS, this MOA documents the parties’ agreements related to when special education teachers can receive additional pay for working on required due process paperwork outside of the contract day.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA, the District and the Union agree as follows:

1. Special education teachers may submit time sheets for up to 16 (sixteen) additional hours of pay if they spend time outside of the contract day working on required due process paperwork for students they serve (for example, drafting evaluation reports, individualized education programs (IEPs), and progress reports) during the assigned work year. If teachers attend due process nights sponsored by the District to work on due process paperwork, the time they are present at those sessions is included in the sixteen additional hours of pay. Additional time may be requested and granted based on caseload needs. Such requests must be submitted to the Director of Special Education and is subject to approval solely within the District's discretion. Teachers must submit timesheets prior to June $15^{\text {th }}$ in order to receive pay for any additional hours for that school year. (For example, for the 2023-24 school year, timesheets must be submitted by June 15, 2024.) No additional pay will be provided for attendance at IEP team meetings.
2. The District will pay the instructional rate in D.1. of Appendix D for any additional hours worked in accordance with this MOA.
3. Special education teachers may request alternative schedules for conferences in order to accommodate IEP meetings that are not able to be held during conference time and are required to be held outside of the normal work day. They must coordinate with the building principal and special education lead teacher for appropriate scheduling and approval, which is solely within the District's discretion, and will be required to document the meeting schedules that are requested for this scheduling alternative.
4. In addition to No. 1 above, special education teachers may request to be released from part of their daily assignment to complete required due process paperwork. In general, the time released from the daily assignment will be limited to 8 hours per school year, but this may be extended based on caseload needs and reserve teacher availability. They must coordinate with the building principal and special education lead teacher for appropriate scheduling and approval, which is solely within the District's discretion, and perform the work on-site. If there is a shortage of substitute teachers because of the overall number of teacher absences, the released time may be rescheduled for a later date or time.
5. The parties mutually understand that the time allocated as part of this MOA may not fully account for the time necessary to complete the due process paperwork, meeting schedules and requirements for special education teachers and that this MOA has no impact on teachers' responsibilities to fulfill those requirements.
6. This MOA reflects the entire agreement between the Union and the District related to additional pay for due process paperwork. No party has relied on any understanding or promise that is not stated in this MOA. This MOA controls to the extent that it conflicts with the CBA. No changes to this MOA are valid unless they are in writing and signed by the parties.
7. This Agreement will remain in effect for the duration of the CBA and will automatically sunset when a successor agreement to the CBA is ratified by both parties.

FOR THE UNION:


Date:


FOR THE DISTRICT:


## MEMORANDUM OF AGREEMENT REGARDING EARNED SICK AND SAFE TIME

WHEREAS, Education Richfield is the exclusive representative for the teachers employed by Independent School District No. 280, Richfield ("District");

WHEREAS, the District and the Union are parties to a collective bargaining agreement ("CBA") for the period of July 1, 2023 through June 30, 2025;

WHEREAS, Article X, Section 1 of the CBA outlines how teachers earn and use sick leave;
WHEREAS, effective January 1, 2024, Minnesota's earned sick and safe time ("ESST") law requires employers to provide paid leave to employees who work in the state consistent with Minnesota Statutes sections 181.9445 through 181.9448; and

WHEREAS, the purpose of this Agreement is to document the District's and the Union's agreement with respect to earned sick and safe time in relation to Article X, Section 1 of the CBA.

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

1. Advanced and earned. For both full-time and part-time teachers, advanced ESST days are advanced by the District at the beginning of the school year and actually earned over the course of the school year.
2. Earned Sick and Safe Time Required by Law. A portion of the sick leave days provided to teachers at the beginning of the school year pursuant to Article X, Section 1 will be designated by the District as ESST hours required by Minnesota Statutes sections 181.9445 through 181.9448, as amended, and advanced to teachers before it is earned over the course of the school year as follows:
a. Full-time Teachers. For full-time teachers, eighty (80) hours of the sick leave advanced by the District at the beginning of the school year will be designated as ESST hours. Hours not designated as ESST hours will be designated as non-ESST sick leave.

ESST hours not used by teachers before July 1 will be placed in the teacher's non-ESST sick leave bank.
b. Part-time Teachers. For part-time teachers and full-time teachers who start after the beginning of the school year, the District will prorate the eighty (80) hours of ESST designated leave based on the teacher's FTE status as necessary to ensure the teacher is receiving one (1) hour of advanced ESST time for every thirty (30) hours the teacher is expected to work over the course of the school year. If a part-time teacher accepts a position with increased hours over the course of the school year, the District will adjust the prorated ESST-designated leave and advance additional ESST time to the extent necessary to ensure the teacher will earn the minimum amount of ESST time required by law.

For part-time teachers who will not receive eighty (80) hours of ESST on July 1 , ESST hours not used by teachers before July 1 will carry over to the next school year, up to a maximum of eighty (80) hours of ESST.

For part-time teachers who have accumulated the maximum of eighty (80) hours of ESST, any additional sick leave to which they are entitled under the CBA will be designated as non-ESST sick leave.

In the event the District's procedure for advancing sick leave results in a situation where a part-time teacher has not been advanced sufficient leave to meet the minimum statutory requirements for accruing ESST hours in one year, the teacher will be allowed to use leave in the teacher's accumulative sick leave bank for the purposes outlined in Minnesota Statutes section 181.9447 , as amended, only to the extent necessary to comply with the minimum standards set forth by law. Once the teacher has received sufficient leave to meet the minimum legal requirements for ESST through a combination of accumulated ESST hours and leave from the accumulative sick leave bank, the teacher may only use the teacher's accumulative sick leave bank for the purposes set forth in paragraph 3 of this MOA.
c. Use of ESST. ESST-designated hours provided pursuant to this paragraph 2 may be used for any ESST-qualifying reason outlined in Minnesota Statutes section 181.9447, as amended.
d. ESST Hours Must be Used before Sick Leave. A teacher must use accumulated ESST hours before using non-ESST sick leave.
e. Use of ESST Hours as Discretionary Leave. A full-time teacher may use up to twenty-four (24) hours of ESST leave in one school year for personal leave in accordance with Article X, Section 3 of the CBA. A part-time teacher may use a pro-rated amount of ESST hours in one school year for the personal leave to which they are entitled under Article X, Section 3 of the CBA.
f. Year measurement. The year the District uses to measure ESST compliance will run from July 1 to June 30.
g. Early separation. A teacher who separates from employment prior to the end of the school year will be required to pay back any used, but unearned ESSTdesignated leave. The District may recover the amount owed by the teacher through payroll deduction.
3. Use of Non-ESST Sick Leave. The District will only provide ESST-designated leave to the minimum extent required by law. A teacher may only use sick leave that is not designated as ESST time under this MOA as follows: (1) for absences as allowed by Article X, Section 1(I)-(J); and (2) for absences as allowed by the remainder of the CBA.
4. Medical Certificate. Article X, Section 1(K) of the CBA is modified as follows:

To the extent provided by law, the School District may require a teacher to furnish a medical certificate from a licensed medical professional as to evidence of illness, medical condition (e.g. childbirth), or accident, indicating such absence as was due to illness or injury, to qualify for sick leave pay. Such medical certificate may pertain to the teacher, child, or other individual as appropriate to the Division of Section 1 cited in the leave request. To the extend provided by law, any leave of five or more consecutive days of absence or intermittent days required to care for the same medical condition within the same school year will require a medical certificate from a licensed medical provider. The final determination as to the eligibility of a teacher for sick leave is reserved to the School District. In the event that a medical certificate will be required for unrelated intermittent leave, the teacher will be so advised.
5. Duration. This Agreement will remain in effect for the duration of the CBA and will automatically sunset when a successor agreement to the CBA is ratified by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA on the dates shown by their signatures.

## UNION



Date:


Union President
INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD

Date:


School Board Chair


School Board Clerk

## MEMORANDUM OF AGREEMENT REGARDING E-LEARNING DAY PLANS

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 280, Richfield Public Schools ("District") and Education Richfield ("Union").

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

WHEREAS, the District has developed e-learning day plans for its early learning/elementary schools, middle school, and high school; and

WHEREAS, Minnesota Statutes section 120A.414, subdivision 2, obligates the District to meet and negotiate with the Union regarding the District's proposed e-learning day plans before adopting those plans.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA, the District and the Union agree as follows:

1. The District's proposed e-learning day plans are attached hereto and incorporated herein by reference.
2. The District and the Union met and bargained over, and the Union is agreeable to, the attached e-learning day plans.
3. The District and the Union agree to meet and confer regarding any substantive changes to any of the e-learning day plans. Substantive changes are changes that impact a teacher's work hours, student contact hours, and/or preparatory time.
4. This MOA reflects the entire agreement between the Union and the District relating to elearning day plans. No party has relied on any understanding or promise that is not stated in this MOA. This MOA controls to the extent that it conflicts with the CBA. No changes to this MOA are valid unless they are in writing and signed by the parties.

FOR THE UNION:


Date: $\qquad$

FOR THE DISTRICT:


The first weather-related closure of each year will serve as a planning day for teachers to prepare for e-learning. On the planning day, teachers should review the schedule and resources below. The e-learning plan below will be followed on subsequent days on which school is not able to be held in person due to inclement weather.

Richfield Early Learning/Elementary School Weather-Related E-Learning Schedule Staff Schedule and Communication<br>Staff option to work from home

| E-Learning Schedule |  |  |
| :---: | :---: | :---: |
| Morning Meeting | $\begin{gathered} \text { 8:00-8:15 } \\ \text { (15-20 min.) } \end{gathered}$ | Morning Meeting Synchronous Check-In via Google Meet <br> - This time is optional for students. It should be used to provide a check in if students have devices available and an overview of the choice board. |
| Office Hours | $\begin{gathered} 8: 15-9: 00 \\ (45 \mathrm{~min} .) \end{gathered}$ | Open Office Hours via Google Meet <br> - When working through the asynchronous choice board activities, students can log into any teacher's office hours to ask questions or connect with any teachers. |
| Choice Board Work Time | 9:00-2:15 | Early Learning (Preschool, ECSE 3-5, and ECFE) Choice Board <br> K-5 Choice Boards <br> - Teachers are available to support students learning via email and Seesaw. <br> - During choice board work time, teachers will work on unit/lesson planning, update gradebooks and provide feedback on student work, contact families, and/or meet with teams/other staff members as needed. |
| Office Hours | $\begin{gathered} \text { 2:15-3:00 } \\ (45 \mathrm{~min} .) \end{gathered}$ | Open Office Hours via Google Meet <br> - Students can log into any teacher's office hours to ask questions or connect with any teachers. |

## Morning Meeting Check-in Guidelines:

- Classroom teachers will provide a Google Meet link for Morning Meeting and office hours on their choice menu cover page and post it on Seesaw and ParentSquare. Early learning teachers should create a google meet link for both morning and afternoon classes. Each google meet link has a phone number to dial in as an option, with a code to join, in case a family doesn't have a device.
- Teachers will open the Google Meet by 8:00 a.m. and keep it open until at least 8:15 am.
- Classroom teachers are responsible for recording student daily attendance in Synergy. Students should be marked present unless they have reported an absence via the attendance line.
- Teachers will review choice board activities with students who attend Morning Meeting.


## Office Hours Guidelines

- Classroom teachers will log onto the same Google Meet used for Morning Meeting from 8:15 to 9:00 a.m. and 2:15 to 3:00 p.m.
- Other teachers (i.e., EL, Intervention, Spec. Ed., specialists) should create an office hour meet link and share it with classroom teachers by 7:30 so they can be added to the choice board copy posted on Seesaw and ParentSquare.
- Teachers may use this time to contact students who did not attend Morning Meeting or who may need extra support.


## Choice Board Guidelines:

- Elementary classroom teachers should make a copy of their grade level choice board and add contact information and office hour google meet links prior to posting it on Seesaw and ParentSquare.
- Classroom teachers will post their choice board in Seesaw as an announcement and send via Parent Square no later than 8:00 a.m.


## Additional Staff information:

- Teachers: Teachers may work from home and will provide distance/e-learning as specified above.
- Paras: Teachers who supervise early learning paras will instruct them to communicate with families, prepare for google meetings, reach out to families, or prepare lessons (classroom teachers will make these duties clear).
- ECSE B-3 Teachers: ECSE B-3 teachers will offer virtual home visits via Google meet or phone call instead of in-person visits.
- ECSE 3-5 Teachers: ECSE 3-5 teachers can offer parent phone calls or coaching if students are not able to join a morning meeting. B-3 will plan with Amber Lampron to offer virtual options depending on the situation.
- Support: If you need instructional support please contact your math or literacy coach.
- ECFE-Family School Teachers: ECFE families do not get district emails so they will get a message from Early Learning about these days. Offer a synchronous Google Meet at the time of your class to connect with families. All teachers should join the meet; there is no need to separate. Connect via phone, email or text with all families who do not join the synchronous meeting and send out the Early Learning Choice Board provided above.


## Teacher Resources

| Language Resources <br> Translation and <br> Interpretation Resources | Contact Information <br> How to call using Google Voice - we have a limited number of GV licenses. <br> How to create a GoogleMeet: $\leftarrow$ Watch this <br> - DO NOT USE NICKNAMED MEETS <br> - Google Meet- more information <br> - Be sure to turn off quick access. <br> - Be sure to choose End the call for everyone at the end of the Meet. | Instructional Support <br> Literacy Coaches <br> CENT: Amy Sobraske <br> RDLS: Sarah Egberg <br> RSTEM: Alison Pichel <br> SH: Jen Bayley <br> Math Coaches <br> CENT \& RSTEM: Terry Meryhew <br> RDLS \& SH: Amy Ponce |
| :---: | :---: | :---: |


|  | Host controls <br> Use these host settings to keep control of your meeting. Only hosts have access to these controls. <br> Breakout room controls $\qquad$ will start with the same main room settings. oin a breakout room to customize its settings. <br> MEETING ACCESS <br> Quick acces $\qquad$ sk to join, including people in your organization <br> End this video call for everyone? <br> You can turn off quick access to limit who can join this call after you leave plus all future instances of this call <br> CURRENT SETTING <br> Quick access <br> Just leave the call End the call for everyone <br> How to create and post a message in Seesaw ParentSquare How-Tos |  |
| :---: | :---: | :---: |
| Technology <br> Submit a Help Desk ticket (located in RPS Staff Portal), contact the IT Help Desk at 612-798-6050, or email support@richfieldpublic schools.samanage.com. | Choice Boards <br> Early Learning (Preschool, ECSE 3-5, and ECFE) Choice Board <br> K-5 Choice Boards | Seesaw/Synergy/Other Tech Support <br> Ken Friel (District Digital Learning Coach) |

# Richfield Early Learning/Elementary School Weather-Related E-Learning Schedule <br> Student and Parent Schedule and Communication <br> Posted on website at https://www.richfieldschools.org/academics/distance-learning 

| E-Learning Schedule |  |  |
| :---: | :---: | :---: |
| Morning Meeting | $\begin{gathered} 8: 00-8: 15 \\ (15-20 \text { min. }) \end{gathered}$ | Morning Meeting Synchronous Check-In via Google Meet <br> - This time is optional. Teachers will check-in with students and go over the choice board activities. If your child does not have access to a device, they should begin working on their choice board. |
| Office Hours | $\begin{gathered} 8: 15-9: 00 \\ (45 \mathrm{~min} .) \end{gathered}$ | Open Office Hours via Google Meet <br> - When working through the asynchronous choice board activities, students can log into any teacher's office hours to ask questions or connect with any teachers. |
| Choice Board Work Time | 9:00-2:15 | Choice Board <br> - Teachers are available to help students with their choice boards or answer questions via email and Seesaw. |
| Office Hours | $\begin{gathered} \text { 2:15-3:00 } \\ (45 \mathrm{~min} .) \end{gathered}$ | Open Office Hours via Google Meet |


| Technology Support | Administrators |
| :---: | :---: |
| Helpdesk 61 2-798-6050 | $\begin{aligned} & \text { Central: Amy Skare-Klecker ( } \times 3001 \text { ); Jenelle Bullen } \\ & (\times 3006) \end{aligned}$ |
| WiFi availability in the community : Augsburg Park | Centennial: Colleen Mahoney (x6801) |
| Library | RDLS: Marta Shahsavand (x 6701) |
|  | RSTEM: Kelly Woods ( $\times 6601$ ); Ryan Meulemans ( $\times 6603$ ) |
|  | Sheridan Hills: Nancy Stachel (x6901) |
| Outreach Workers | Social Workers |
| Central: Shirley Bartlett ( $\times 3054$ ), | Central: Melissa Schramm ( $\times 3027$ ) |
| Centennial: Ryan Anderson (x6852), Analy Hernandez | Centennial: Phil Rooney ( $\times 6841$ ) |
| Xochipiltecatl (x6804) | RDLS: Karen Slaght ( $\times 6790$ ); Brit Eisele ( $\times 6790$ ) |
| RDLS: Carlos Balbuena Rendon ( $\times 6726$ ) | RSTEM: Jennifer Alfaro-Glover (x6661); Lauren |
| RSTEM: Yasmin Clara (x6655) | Buxton (x6742) |
| SH: Eunice Garza (x6978) | SH: Alissa Peanasky |

The first weather-related closure of each year will serve as a planning day for teachers to prepare for e-learning. On the planning day, teachers should review the schedule and resources below. The e-learning plan below will be followed on subsequent days on which school is not able to be held in person due to inclement weather.

## Richfield Middle School e-Learning/Distance Learning Schedule <br> Staff Schedule and Communication <br> Staff option to work from home

| e-Learning/Distance Learning Schedule |  |  |
| :---: | :---: | :---: |
| Advisory | $8: 40-9: 30$ | Advisory Synchronous Check-In via Google Meet <br> $\bullet$ <br> Advisory Teachers will share one Google Meet link for the <br> whole class, then break out into two groups. Advisory <br> teachers will determine in advance who will create and <br> share the whole group Google Meet link. <br> This time should be used to prepare students for the <br> distance day and should involve some sort of check in |
| Office Hours | $9: 35-10: 40$ | Open office hours for all teachers - via Google Meet |
| Asynchronous Lesson <br> Worktime | $10: 45-3: 30$ | Students work asynchronously on assignments in Schoology <br> -Teachers available to support students learning via email and <br> Schoology <br> -Advisory teachers outreach to Advisory students who did not <br> attend Advisory via email, schoology message, Google Meet, <br> Google Voice or your classroom phone (DO NOT USE PERSONAL <br> PHONE OR EMAIL ACCOUNTS) <br> During asynchronous lesson worktime, teachers will <br> -Work a full contract day <br> -Develop curriculum/assessments <br> -Update gradebooks and provide feedback on student work <br> -Contact families <br> -Communicate with check and connect students <br> -Meet with teams (park teams, department teams, grade-level <br> teams) |

## Synchronous Advisory Check-in Advisor Guidelines:

- Advisory Logistics:
- Advisors will post a Google Meet link at the top of the Schoology page (outside of any folders) for a synchronous check-in with their Advisory students.
- Advisors will open the google meet by 8:35 am and keep it open until at least 9:30 am.
- Advisory teachers are responsible for recording student daily attendance in Synergy.

■ Students who do not log in at any point during this synchronous session should be marked "absent" in Synergy.

- **If a student checks in with you later on in the day, please adjust the student's attendance from absent to present. ${ }^{* *}$
- Lesson Guidelines:
- During the synchronous check-in, advisors should use this time to connect with Advisory students to ensure they have what they need for the day and that they understand what needs to be done and what supports exist.


## Office Hours Guidelines

- Teachers will be logged onto the same Google Meet link from 9:35 am to 10:40 am.
- Teachers may use this time to contact Advisory students who did not attend the synchronous Advisory session as available.


## Asynchronous Lesson

- Posting Logistics
- Teachers will post the ungraded asynchronous assignment by 8:00 am on the day of e-learning/distance learning (DO NOT SHARE THIS IS UNGRADED WITH STUDENTS)
- The lesson should be posted at the top of the page below the Google Meet Link (not in an existing unit folder). Please review the Schoology Course Organization Expectations to ensure consistency across classes.
- Title the assignment/folder "[Course name] Distance Learning Lesson for [date]"

- Lesson Guidelines (As aligned to our current instructional agreements):
- Length: The ungraded lesson should take no longer than 20 minutes for a student to complete.
- Teaching Point: Include a clear learning target connected to an essential standard. Provide clear success criteria.
- Clear Lesson: The brief lesson should include a slide deck, YouTube video, screencast, or tex $\dagger$ overview.
- Guided Practice: Provide relevant practice or reflection opportunities. The ungraded activity should be accessible to students and not require parent support.
- Closure: The lesson should include an opportunity for reflection and ungraded formative assessment.

Teacher Resources

| Language Resources <br> Translation and Interpretation <br> Resources | Contact Information <br> How call using Google Voice <br> How to create a Google Meet | Instructional Support <br> Katie Stephens (Instructional) <br> Jacob Boe (Social Studies) <br> Andy Root (Math) <br> Aaron Loesch (Science) <br> Mike Petersen (SPED) <br> (ELA? $)$ |
| :--- | :--- | :--- |
| Technology <br> Submit a Help Desk ticket (located <br> in RPS Staff Portal), contact the IT | Lesson/Student Learning <br> Asynchronous hyperdoc template <br> day | Schoology / Synergy Support <br> Sarah Holm (RMS Tech Lead) |


| Help Desk at 612-798-6050, or <br> email <br> support@richfieldpublicschools.sa |  | Ken Friel (District Digital Learning <br> Coach) <br> ken.friel@rpsmn.org |
| :--- | :--- | :--- |
| manage.com. |  |  |$\quad$|  |
| :--- |

## Richfield Middle School Distance Learning Student Schedule <br> Student and Parent Schedule and Communication

|  | Distance Learning Schedule |
| :---: | :---: |
| 8:40-9:30 | Advisory Synchronous Check-In <br> - Student will join Advisory teacher's Google Meet (link will be at the top of their Advisory schoology page) to check in for the day and get any important announcements <br> - If a student misses check-in, they should contact their Advisory teacher before 3:30 pm to be marked present for the day. |
| 9:35-10:40 | Open Office Hours for All Teachers <br> - When working through the asynchronous assignments posted on each class's schoology, student can log into any teacher's office hours to ask questions or connect with any teachers |
| 10:45-3:30 | Asynchronous student work time <br> - Teachers are available via email and Schoology <br> - Complete the asynchronous lesson for each of your classes by the end of the day to the best of your ability. <br> - Email your teacher(s) with any assignment-specific questions you might have. |

Synchronous - Advisory will meet at the same time via Google Meet
Asynchronous - Courses will not meet at the same time, but students will check out assignments posted for each course in schoology.

## Student Support

| Technology Support | Social Workers | Grade Level Counselor |
| :---: | :---: | :---: |
| Helpdesk 612-798-6050 | Joseph Corcoran Nicki Keen Dawolo | Karen Scott Toby Bergland |
| Outreach <br> Jose Antonio Montejo Magana Elizabeth Rodriguez | Administrators <br> Erica Barlow (Principal) <br> David Freeburg (Assistant <br> Principal) <br> Ashley Schaefer (Assistant <br> Principal) <br> Gatha Tara Howard-Felician | WiFi availability in the community <br> Augsburg Park Library |


|  | (Dean) |  |
| :--- | :--- | :--- |

Horario de estudiantes de aprendizaje a distancia de Richfield Middle School
Horario y comunicación de padres y estudiantes

|  | Horario de Aprendizaje a Distancia |
| :---: | :---: |
| 8:40-9:30 | Junta Sincronizada Con Su Maestro Asesor <br> - El estudiante se unirá a Google Meet con el Maestro de asesoramiento (el enlace estará en la parte superior de su página de Schoology de asesoramiento) para registrarse para el día y recibir informacion importantes <br> - Si un estudiante no se registra, debe comunicarse con su maestro asesor antes de las 3:30 p . m . para que se le marque como presente ese día. |
| 9:35-10:40 | Horario de Oficina Abierto Para Todos Los Maestros <br> - Al trabajar en las tareas asincrónicas publicadas en Schoology de cada clase, el estudiante puede iniciar sesión en el horario de oficina de cualquier maestro para hacer preguntas o conectarse con cualquier Maestro. |
| 10:45-3:30 | Tiempo de trabajo del estudiante asíncrono <br> - Los maestros están disponibles por correo electrónico y Schoology <br> - Complete la lección asíncrona para cada una de sus clases al final del día lo mejor que pueda. <br> - Envíe un correo electrónico a su (s) maestro (s) con cualquier pregunta específica de la tarea que pueda tener. |

Sincronico - El asesor se reunirá al mismo tiempo a través de Google Meet
Asíncrono - Los cursos no se reunirán al mismo tiempo, pero los estudiantes consultarán las tareas publicadas para cada curso en Schoology.

Soporte tecnológico

| Soporte Tecnológico | Trabajador Sociale | Consejero por Grado |
| :--- | :--- | :--- |
| Helpdesk 612-798-6050 | Joseph Corcoran <br> Nicki Keen Dawolo | Karen Scott <br> Toby Bergland |
| Outreach | Administradores <br> Erica Barlow (Principal) <br> David Freeburg (Assistant <br> Elizabeth Rodriguez Mancipal) <br> Ashley Schaefer (Assistant | Disponibilidad de Wifi en la <br> comunidad <br> Augsburg Park Library |


|  | Principal) <br> Gatha Tara Howard-Felician <br> (Dean) |  |
| :--- | :--- | :--- |

The first weather-related closure of each year will serve as a planning day for teachers to prepare for e-learning. On the planning day, teachers should review the schedule and resources below. The e-learning plan below will be followed on subsequent days on which school is not able to be held in person due to inclement weather.

Richfield High School E-Learning Schedule<br>Staff Schedule and Communication<br>Staff option to work from home

| E-Learning Schedule |  |  |
| :---: | :---: | :--- |
| AIR Pod Advisory | $8: 40-9: 30$ | AIR Pod/Advisory Synchronous Check-In via Google Meet |
| Office Hours | $9: 30-10: 30$ | Open office hours for all teachers |
| Asynchronous Lesson <br> Worktime | $10: 30-3: 30$ | Students work asynchronously on assignment in Schoology <br> -Teachers available to support students learning via email and <br> Schoology <br> -Teacher outreach to AIR Pod students who did not attend AIR <br> Pod/Advisory via email, schoology message, Google Meet, <br> Google Voice or your classroom phone (DO NOT USE YOUR <br> PERSONAL PHONE OR EMAIL ACCOUNTS) |

## AIR Pod Synchronous Check-in Advisor Guidelines:

- Advisory Logistics:
- Advisors will post a Google Meet link at the top of the Schoology page (outside of any folders) for a synchronous check-in with their AIR Pod/Advisory students.
- Advisors will open the google meet by 8:35 am and keep it open until at least 9:30 am.
- AIR Pod/Advisory teachers are responsible for recording student daily attendance in Synergy.
- Students who do not log in at any point during this synchronous session should be marked "absent" in Synergy.
- **If a student checks in with you later on in the day, please adjust the student's attendance from absent to present.**
- Lesson Guidelines:
- During the synchronous check-in, advisors should use this time to connect with AIR Pod/Advisory students to ensure they have what they need for the day and that they understand what needs to be done and what supports exist.
- Lesson Resources
- RHS Virtual Support Space
- Conscious Discipline Deep Breathing Techniques
- Conscious Discipline How Do You Feel Chart?


## Office Hours Guidelines

- Teachers will be logged onto the same Google Meet link from 9:30 am to 10:30 am.
- Teachers may use this time to contact AIR Pod/Advisory students who did not attend the synchronous AIR Pod session as available.


## Additional Information

Department PLCs may choose to conduct their monthly PLC meeting virtually in place of their regularly scheduled meeting date and time. PLC facilitators should communicate the meeting time and virtual access link to building administration and instructional coach

## Asynchronous Lesson

- Posting Logistics
- Teachers will post the ungraded asynchronous assignment by 8:00 am on the day of E-Learning
- The lesson should be posted at the top of the page below the Google Meet Link (not in an existing unit folder). Please review the Schoology Course Organization Expectations to ensure consistency across classes.
- Title the assignment/folder "[Course name] E-Learning Lesson for [date]"

- Lesson Guidelines (As aligned to our current instructional agreements):
- Length: The ungraded lesson should take no longer than 20 minutes for a student to complete.
- Teaching Point: Include a clear learning target connected to an essential standard. Provide clear success criteria.
- Clear Lesson: The brief lesson could include a slide deck, YouTube video, screencast, or text overview.
- Guided Practice: Provide relevant practice or reflection opportunities. The ungraded activity should be accessible to students and not require parent support.
- Closure: The lesson should include an opportunity for reflection and ungraded formative assessment.

Teacher Resources

| Language Resources <br> Translation and Interpretation <br> Resources | Contact Information <br> How to create a Google Meet <br> (may call from the meet) | Instructional Support <br> Amy Hager (Instructional) <br> amy.hager@rpsmn.org |
| :--- | :--- | :--- |
| Sarah Streitz (Math) <br> sarah.streitz@rpsmn.org |  |  |
| Technology <br> Submit a Help Desk ticket (located <br> in RHS Staff Portal), contact the IT <br> Help Desk at 612-798-6050, or <br> email <br> support@richfieldpublicschools.sa | Lesson/Student Learning <br> Asynchronous hyperdoc template | Schoology / Synergy Support <br> Matt Caruso (RHS Tech Lead) <br> matt.caruso@rpsmn.org |
| Lanage.com. |  |  |

## E-Learning Schedule

8:40-9:30
$9: 30-10: 30$

## 10:30-3:30

## AIR Pod/Advisory Synchronous Check-In

- Student will join Advisory teacher's Google Meet (link will be at the top of their AIR Pod advisory schoology page) to check in for the day and get any important announcements
- If a student misses check-in, they should contact their AIR Pod/Advisory teacher before $3: 30 \mathrm{pm}$ to be marked present for the day.


## Open Office Hours for All Teachers

- When working through the asynchronous assignments posted on each class's schoology, student can log into any teacher's office hours to ask questions or connect with any teachers


## Asynchronous student work time

- Teachers are available via email and Schoology
- Complete the asynchronous lesson for each of your classes by the end of the day to the best of your ability.
- Email your teacher(s) with any assignment-specific questions you might have.

Synchronous - AIR Pod/Advisory will meet at the same time via Google Meet
Asynchronous - Courses will not meet at the same time, but students will check out assignments posted for each course in schoology.

Student Support

| Technology Support <br> Helpdesk 612-798-6050 | Social Worker <br> Lauren Buxton (x61 26) <br> Jill Carlton 61 2-405-8412 <br> Mason Davies 612-798-61 26 | Grade Level Counselor <br> Ms. Kelley (x6 113 )- 9 <br> Ms. Okey (x6123)-10 <br> Ms. Linde ( $\times 6121$ )- 11 <br> Ms. Jastrow (x6122)- 12 |
| :---: | :---: | :---: |
| Outreach <br> Ms. Meza (x6276) (Spanish) <br> TBD (x6186) (Somali) <br> Ms. Weaver (x 6025) <br> (Indigenous/First Nations) | Administrators <br> Principal Collins ( $\times 6101$ ) <br> Assistant Principal Flucas ( $\times 6111$ ) <br> Assistant Principal Dr. Vala ( $\times 6103$ ) | WiFi availability in the community <br> Augsburg Park Library |

# Richfield High School Horario de aprendizaje a distancia Horario <br> del personal y comunicación <br> Opción del personal para trabajar desde casa 

| Horario de aprendizaje a distancia |  |  |
| :---: | :---: | :--- |
| AIR Pod Advisory | $8: 40-9: 00$ | AIR Pod/Advisory Registro sincrónico a través de Google Meet |
| Horario de oficina | $9: 00-10: 30$ | Abierto horas de oficina para todos los maestros |
| Ia lección | $10: 30-3: 30$ | Los estudiantes trabajan asincrónicamente en tareas en Schoology <br> - Maestros <br> disponibles para ayudar a los estudiantes a aprender por correo <br> electrónico y Schoology <br> para estudiantes de AIR Pod que no asistieron a AIR <br> Pod/Asesoramiento por correo electrónico , Schoology Message, <br> Google Meet, Google Voice o el teléfono de su salón de clases <br> (NO UTILICE SU TELÉFONO PERSONAL O CUENTAS DE <br> CORREO ELECTRÓNICO) |

## Directrices del asesor de registro sincrónico de AIR Pod:

- logística de asesoramiento:
- los asesores publicarán un enlace de Google Meet en la parte superior de la página de Schoology (fuera de cualquier carpeta) para un registro sincrónico con sus estudiantes de AIR Pod/Asesoramiento.
- Los asesores abrirán Google Meet a las 8:35 a. m. y lo mantendrán abierto hasta al menos las 9:00 a. m.
- Los maestros de AIR Pod/Consejos son responsables de registrar la asistencia diaria de los estudiantes en Synergy.
- Los estudiantes que no inicien sesión en ningún momento durante esta sesión sincrónica deben marcarse como "ausentes" en Synergy.
- **Si un estudiante se registra con usted más tarde en el día, ajuste la asistencia del estudiante de ausente a presente.**
- Pautas de la lección:
- durante el registro sincrónico, los asesores deben usar este tiempo para conectarse con los estudiantes de AIR Pod/Advisory para asegurarse de que tienen lo que necesitan para el día y que entienden lo que hay que hacer y qué apoyos existen.
- Recursos de la lección
- RHS Espacio de apoyo virtual
- Técnicas de respiración profunda Disciplina
- consciente ¿Cómo te sientes?


## Pautas para el horario de oficina

- Los maestros iniciarán sesión en el mismo enlace de Google Meet de 9:00 a. m. a 10:30 a. m.
- Los maestros pueden usar este tiempo para comunicarse con los estudiantes de AIR Pod/Asesoramiento que no asistieron a la sesión sincrónica de AIR Pod según esté disponible.


## unalección sincrónica

- Logística
- Los maestros publicarán la tarea asincrónica sin calificar antes de las 8:00 am del día del aprendizaje a distancia
- . La lección debe publicarse en la parte superior de la página debajo del enlace de Google Meet (no en una carpeta de unidad existente). Revise las Expectativas de organización del curso de Schoology para garantizar la coherencia entre las clases.
- Título de la tarea/carpeta "[Nombre del curso] Lección de aprendizaje a distancia para [fecha]"

- Directrices de la lección (según nuestros acuerdos de instrucción actuales):
- Duración: la sin debe tomar más de 20 minutos para que un estudiante la complete.
- Punto de enseñanza: incluya un objetivo de aprendizaje claro conectado a un estándar esencial. Proporcionar criterios de éxito claros.
- Lección clara: La breve lección podría incluir una presentación de diapositivas, un video de YouTube, un screencast o una descripción general del texto.
- Práctica guiada: Proporcione práctica relevante u oportunidades de reflexión. La actividad sin calificar debe ser accesible para los estudiantes y no requerir el apoyo de los padres.
- Cierre: La lección debe incluir una oportunidad para la reflexión y sin evaluación formativa

Recursos para profesores Recursos

| lingǘsticos Recursos de <br> traducción e interpretación | Información de contacto <br> Cómo crear un Google Meet | Apoyo <br> Amy Hager (Instruccional) <br> amy.hager@rpsmn.org |
| :--- | :--- | :--- |
| Tecnología <br> Envíe un ticket de la mesa de <br> ayuda (ubicado en RHS Staff <br> Portal), comuníquese con la mesa Streitz (Matemáticas) <br> sarah.streitz@rpsmn.org |  |  |
| de ayuda de TI al 612-798-6050 <br> o envíe un correo electrónico a | Lección/Aprendizaje del <br> estudiante <br> Plantilla de hiperdoc asíncrono | Apoyo de Schoology/Synergy <br> Matt Caruso (Líder técnico de RHS) <br> matt.caruso@rpsmn.org <br> Ken Friel (Entrenador de <br> aprendizaje digital del distrito) <br> ken.friel@rpsmn.org |


| support@richfieldpublicschools.sa <br> manage.com. |  |  |
| :--- | :--- | :--- |

## Horario de aprendizaje a distancia

8:40-9:30 AIR Pod/Advisory Synchronous Check-In EI

- estudiante se unirá a Google Meet del maestro asesor (el enlace estará en la parte superior de su página de AIR Pod advisory schoology) para registrarse para el día y recibir anuncios importantes
- Si un estudiante no se registra, debe comunicarse con su maestro de AIR Pod/Asesor antes de las 3:30 p. m. para que se le marque como presente ese día.

9:30-10:30

## Horario de oficina abierto para todos los maestros

- Al trabajar en las tareas asincrónicas publicadas en la escuela de cada clase, el estudiante puede iniciar sesión en el horario de oficina de cualquier maestro para hacer preguntas o conectarse con cualquier maestro

10:30-3:30

## Estudiante asincrónico tiempo de trabajo

- Los maestros están disponibles por correo electrónico y Schoology
- Complete la lección asíncrona para cada una de sus clases al final del día lo mejor que pueda.
- Envíe un correo electrónico a su (s) maestro (s) con cualquier pregunta específica de la tarea que pueda tener.

Sincrónico : AIR Pod/Advisory se reunirá al mismo tiempo a través de Google Meet Asincrónico : los cursos no se reunirán al mismo tiempo, pero los estudiantes revisarán las tareas publicadas para cada curso en Schoology.
estudiantil

| para apoyo | Trabajador social |  |
| :--- | :--- | :--- |
| $612-798-6050$ | Sra. Buxton $(\times 6126)$ <br> $\frac{\text { Sra. Carlton 612-405-8412 }}{\text { Mason Davies }(\times 6126)}$ | Consejero de nivel de grado <br> Sra. Kelley $(\times 6113)-9$ |
| Sra. Okey $(\times 6123)-10$ |  |  |
| Sra. Linde $(\times 6121)-11$ |  |  |
| Sra. Jastrow ( $\times 6122$ )-12 |  |  |


[^0]:    School Board Clerk

[^1]:    School Board Clerk

