

MASTER AGREEMENT

BETWEEN



INDEPENDENT SCHOOL DISTRICT NO. 883 ROCKFORD, MINNESOTA

AND

EDUCATION MINNESOTA – ROCKFORD

Local # 4739

JULY 1, 2023 THROUGH JUNE 30, 2025

TABLE OF CONTENTS

Article I,	Purpose	1
	Parties	1
Article II,	Recognition of Exclusive Representative	1
	Section 1. Recognition	1
	Section 2. Appropriate Unit	1
Article III,	Definitions...	1
	Section 1. Terms and Conditions of Employment	1
	Section 2. School District	1
	Section 3. Teacher	1
	Section 4. Long-Term Substitute Teacher	1
	Section 5. Working Days	1
	Section 6. Other Terms	2
Article IV,	School District Rights	2
	Section 1. Inherent Managerial Rights	2
	Section 2. Management Responsibilities	2
	Section 3. Effect of Laws, Rules and Regulations	2
	Section 4. Reservation of Managerial Rights	2
Article V,	Teaching Rights	2
	Section 1. Right to Views	2
	Section 2. Right to Join	3
	Section 3. Request for Dues Check-Off	3
	Section 4. Personnel Files	3
	Section 5. Investigation	3
	Section 6. Discipline.	3
Article VI,	Basic Schedules and Rates of Pay	4
	Section 1. 2023-24 Salary Schedule	4
	Section 2. 2024-25 Salary Schedule	4
	Section 3. Status of Salary Schedule	4
	Section 4. Placement on Salary Schedule	4
	Subd. 1. Definitions	4
	Subd. 2. Workshop Credit	5
	Subd. 3. Grade and Credits	5
	Subd. 4. Prior Approval	5
	Subd. 5. Salary Adjustment	5
	Subd. 6. Advanced Degree Program	5
	Subd. 7. Payment of Present Salary	6
	Subd. 8. Step Advancement	6

	Subd. 9. Application	6
	Section 5. Pay Deduction	6
	Section 6. Step Placement	6
	Section 7. Mileage	6
	Section 8. Maintaining Licenses	6
	Section 9. Teacher Overloads	6
	Section 10. Additional Days/Pay	7
Article VII,	Extra Compensation	7
	Section 1. Extra-curricular Schedule	7
	Section 2. Q Comp/Alternative Teacher Professional Pay System (ATPPS)	7
Article VIII,	Group Insurance	7
	Section 1. Selection	7
	Section 2. Health and Hospitalization Insurance	7
	Section 3. Health Savings Account	8
	Section 4. Long-Term Disability Insurance	8
	Section 5 Term Life Insurance	8
	Section 6. Dental Insurance	8
	Section 7. Claims against the School District	9
	Section 8. Eligibility	9
	Subd. 1. Part-Time Teachers	9
	Subd. 2. Long Term Substitute Teachers	9
	Section 9. District Contributions - Post-Retirement Health Care Savings Account	9
	Subd. 1. Annual District Contributions - Post-Retirement Health Care Savings Account	9
	Subd. 2. Insurance Continuation	10
Article IX,	Uncompensated Leave	11
	Section 1. Professional Development Leave	11
	Section 2. Child Care Leave	11
	Subd. 1. Use	11
	Subd. 2. Request	11
	Subd. 3. Medical Statement	11
	Subd. 4. Commencement	11
	Subd. 5. Duration	11
	Subd. 6. Reinstatement	11
	Subd. 7. Failure to Return	11
	Subd. 8. Salary and Fringe Benefits	12
	Section 3. EMR Activities Leave	12
	Section 4. Eligibility for Group Insurance Programs.	12
	Section 5. Health Leave	12
Article X,	Compensated Leave	12

Section 1. Sick and Safe Leave	12
Subd. 1. Allowance	12
Subd. 2. Accumulation	12
Subd. 3. Eligible Use	13
Subd. 4. Medical Certification	13
Subd. 5. Deduction of Used Days	13
Subd. 6. Off the Job Injury	14
Subd. 7. Workers Compensation	14
Subd. 8. Approval	14
Section 2. Emergency Leave	14
Section 3. Bereavement Leave	14
Appendix C. Earned Sick and Safe Leave	14
Section 4. Professional Leave	15
Subd. 1. Eligible Use	15
Subd. 2. School District's Request	16
Section 5. Jury Duty Pay	16
Section 6. Personal Leave	16
Subd. 1. Allowance	16
Subd. 2. Sick and Safe Leave Trade for Personal Leave	17
Subd. 3. Restrictions	17
Article XI, Hours of Service	17
Section 1. Basic Day	17
Section 2. Building Hours	17
Article XII, Work Day	17
Section 1. Preparation Time	17
Article XIII, Length of School Year	18
Section 1. Teacher Duty Days	18
Section 2. Emergency Closings	18
Subd. 1. Non-Weather Closings	18
Subd. 2. E-Learning Day Plan (Weather Related)	18
Subd. 3. Emergency Closings During the School Day	18
Section 3. Four Day Work Week	18
Section 4. Summer Extended Contract Pay	18
Section 5. Hourly Contract Pay	19
Article XIV, Staff Reduction and Annexation, Consolidation or Other Reorganization of the District	19
Section 1. Unrequested Leave of Absence	19
Section 2. Definitions	19
Subd. 1. Teacher	19
Subd. 2. Qualified	19

Section 3. Seniority	19
Section 4. Filing Licenses and Preparation of Seniority Lists	19
Subd. 1. Filing of Licenses	19
Section 5. Establishment of Seniority List	20
Section 6. Unrequested Leave of Absence (“ULA”):	20
Subd. 1. Terms	20
Subd. 2. Placement	20
Subd. 3. Continuing Contract Teachers	20
Subd. 4. Tie Breaker	20
Section 7. Notice to Teachers	20
Section 8. Realignment and Bumping	21
Subd. 1. Dropping of License	21
Section 9. Right to Hearing and Decision	21
Subd. 1. Hearing	21
Section 10. Benefits While on Leave	21
Section 11. Employment Rights During Leave	21
Section 12. Continuing Contract Rights and Service Credits	21
Section 13. Unemployment Benefits While on ULA	22
Section 14. Reinstatement	22
Section 15. Vacancies and Notification	22
Subd. 1. Notices	22
Section 16. Vacancies and Posting Process	22
Subd. 1. Application	22
Subd. 2. Exceptions	22
Subd. 3. Acceptance of Reinstatement	23
Subd. 4. Expiration of Reinstatement Rights	23
Section 17. Effect	23
Article XV, Substitutes	23
Substitute Duties	23
Article XVI, Retirement	24
Section 1. Rehiring	24
Section 2. Retirement Notification	24
Article XVII, Deferred Compensation	24
Section 1. Deferred Compensation	24
Section 2. Participation	25
Section 3. Years of Service	25
Section 4. Eligibility	25
Subd. 1. Years of Service	25
Subd. 2. Part–Time Teachers	25
Subd. 3. Effect of an Unpaid Leave on Eligibility	25
Subd. 4. Notice	25

Subd. 5. Changes in the Amount of a Teacher’s Annual Contribution	25
Subd. 6. Teacher’s Responsibility	25
Section 5. District Obligation	25
Article XVIII, Education Minnesota-Rockford Security	26
Section 1. Meetings	26
Section 2. Reports	26
Article XIX, Grievance Procedure	26
Article XX, Meet and Confer	27
Article XXI, Public Obligation	28
Section 1. Job Action	28
Section 2. Work Requirement	28
Article XXII, Retroactivity	28
Section 1. Duration	28
Section 2. Effect	28
Section 3. Finality	28
Section 4. Severability	28
Section 5. Publication	28
Article XXIII, Early Childhood Family Education Teachers/School Readiness Teachers	28
Section 1.	28
Section 2. Statutory Considerations	28
Section 3. Hours of Service, Duty Day, Duty Week and Duty Year	29
Subd.1. Calendar Year	29
Section 4. Compensation	29
Subd. 1. Level Advancement	29
Section 5. Leaves	29
Subd. 1. Sick and Safe Leave	29
Subd. 2. Personal Leave	29
Subd. 3. Workers’ Compensation	30
Subd. 4. Emergency Leave	30
Subd. 5. Bereavement Leave	30
Subd. 6. Jury Duty Pay	30
Section 6. Group Insurance	30
Section 7. Probationary Period	30
Section 8. Seniority	31
Section 9. Reduction and Recall	31
Section 10. Applicable Sections of the Master Agreement	32
Section 11. Sections of the Master Agreement Not Applicable	32

Memorandum of Agreement – ISD#883 and EMR	33
Signatures – School Board and EMR	34
Appendix A Grievance Report Form	35
Schedule A 2023-24 and 2024-25 Salary Schedule	36-37
Schedule C- Extra Duty Assignment	38-43
Schedule E-Early Childhood Family Education/ School Readiness Teacher’s Rate Schedule	44
Memorandum of Agreement - Personal Leave	45

ARTICLE I

PURPOSE

Parties: This agreement is entered into between Independent School District No. 883, Rockford, Minnesota (hereinafter referred to as the District), and Education Minnesota - Rockford hereinafter referred to as the Exclusive Representative or EMR), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the P.E.L.R.A.), to provide the terms and conditions of employment for Teachers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

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

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits, and the District's personnel policies affecting the working conditions of the teachers. In the case of teachers, the term does not mean educational policies of the District. The terms in both cases are subject to the provisions of the P.E.L.R.A.

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

Section 3. Teacher: The term, "Teacher," shall mean all persons employed by the District in a position for which the person must be licensed by the State of Minnesota and meets the requirements under Minnesota Statute 179A.03, Subd. 18, but shall not include superintendents, assistant superintendents, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

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

Section 5. Working Days: The term "working days" shall be defined as Monday – Friday excluding days when District offices are closed.

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

ARTICLE IV

DISTRICT RIGHTS

Section 1. Inherent Managerial Rights. The Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District; its overall budget; utilization of technology; the organizational structure; and selection, direction, and number of personnel.

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

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

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

ARTICLE V

TEACHING RIGHTS

Section 1. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the

Exclusive Representative; nor shall it be construed to require any Teacher to perform labor or services against his/her will.

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

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

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

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

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

Section 4. Personnel Files: All evaluations and files relating to each individual Teacher shall be available during regular District business hours to each individual Teacher upon his or her written notice to the Superintendent. The Teacher shall have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein, provided, however, the District may destroy such files as provided by law. Each inspection of personnel files shall be recorded. Each Teacher shall be promptly furnished with a copy of all evaluations and disciplinary matters placed in his/her file.

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

Section 6. Discipline: Disciplinary Action. The School District shall not take any disciplinary action (including adverse evaluation) with respect to any teacher without just cause. Due process must be provided. Administrators will promptly notify teachers of concerns and/or complaints from parents,

students and/or staff. All forms of discipline shall have correction and improvement as a goal, except in cases of termination. Teachers will be informed of their right to union representation at meetings that could lead to discipline, and the District will comply with all other legal rights under *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251 (1975) and PELRA.

- **ORAL WARNING.** Documentation of an oral warning is intended to indicate an oral warning has been administered. The District will notify the teacher. If the teacher requests in writing, the District will notify EMR of the oral warning in writing.
- **AREA OF CONCERN.** If there are subsequent concerns regarding the matter, the appropriate supervisor shall confer with the teacher to create a mutually agreed upon improvement plan. If the teacher requests in writing, the District will notify EMR of the oral warning in writing.
- **WRITTEN REPRIMAND.** Prior to the issuance of a written reprimand to an individual teacher, the appropriate supervisor shall confer with the teacher. The district will notify the teacher if a written reprimand has been issued. If the teacher requests in writing, the District will notify EMR of the written reprimand in writing.
- **SUSPENSION.** The School District may suspend a teacher without pay. No teacher shall be suspended unless there is just cause. Due process must be provided. If the School District acts to suspend a teacher, it shall promptly notify the teacher. If the teacher requests in writing, the District will notify EMR of the suspension in writing.

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

Section 1. 2023-24 Salary Schedule: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2023-24 school year.

Section 2. 2024-25 Salary Schedule: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2024-25 school year.

Section 3. Status of Salary Schedule: The salary schedule is not to be construed as a part of a Teacher's continuing contract and the District will not withhold increment, advancement, lane changes, or any other salary increase from the teacher without just cause.

In the event a Teacher's advancement on the salary schedule is withheld, the teacher shall have the right to grieve in accordance with the provisions of this Agreement.

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

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

Subd. 1. Definitions:

- a. **Credit:** Throughout this Agreement, the term, “credit,” shall be defined as a semester credit. A semester credit equals one and one-half (1.5) quarter credits.
- b. **Germane:** Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School District or Superintendent. At the discretion of the Superintendent, credit for application on the salary schedule may be given for a course germane to the areas of licensure of the teacher/assigned position and for courses required for coaching certification.

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

- a. The Teacher shall receive one (1) semester credit for each twenty-three (23) hours of time spent at approved workshops or clinics. Proof of time spent will be required for final approval.
- b. The maximum credit allowed shall be two (2) semester credits for every lane change.

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

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

Example: three-hour (3) course = 1/4 Rockford credit.

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

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

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

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

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

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

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

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

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

Section 8. Maintaining Licenses: Teachers wishing to drop a teaching license must submit a written request to do so with the Superintendent of Schools. Unless their request is approved or the teacher has not been placed in that area of licensure for ten (10) consecutive school years, teachers are required to maintain all areas of licensure held at the time of their hiring by the District.

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

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

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

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

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

Section 9. Teacher Overloads: Overloads are defined as classes taught above and beyond full-time, 1.0 FTE. Overloads will be offered at the sole discretion of district and site-based administration and will be offered to teachers based on the criteria below:

- Appropriate licensure
- Experience and expertise with the content

Teachers teaching an overload are expected to prepare for each class, record grades, conduct conferences when needed, grade assignments, communicate with parents/guardians, and all other responsibilities associated with teaching a course. Teachers who voluntarily teach an overload forgo their daily preparation time in lieu of compensation.

Licensed staff members who voluntarily agree to teach an overage, at their hourly rate of pay, shall be compensated for the overage, based on their current step and lane. If, however, the licensed teacher's hourly wage is less than District/EMR negotiated substitute hourly rate of pay, the teachers will be compensated at the greater hourly rate.

Examples:

Annual Salary \$70,000

$\$70,000/183 \text{ days} = \$382.51/\text{day}$

$\$382.51/8 \text{ hours/day} = \$47.81/\text{hour}$

Annual Salary \$50,000

$\$50,000/183 \text{ days} = \$273.22/\text{day}$

$\$273.22/8 \text{ hours/day} = \$34.15/\text{hour}$

Section 10. Additional Days/Pay: Teachers with extended hours/days compensation. All these days are paid at the employee's hourly rate of pay, and must follow the approval guidelines.

HS/MS Counselors – up to 10 days each

Magnet Coordinators (IB/CIC) – up to 5 days each

Ag (not FFA) Teachers – up to 15 total days

ARTICLE VII

EXTRA COMPENSATION

Section 1. Extra-curricular Schedule: The salaries reflected in Schedule C attached hereto shall be considered part of this master agreement.

Section 2. Q Comp/Alternative Teacher Professional Pay System (ATPPS): The District and EMR will collaborate annually to develop and approve a Q Comp/ATPPS plan. Q Comp provides a framework for teachers to improve their practice leading to improved instruction thereby improving student achievement. The plan is available for reference and on file with both the District and EMR.

ARTICLE VIII

GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance: The District will pay \$740.00 per month toward the premium for single coverage for each full-time Teacher employed by the District who qualifies for and is

enrolled in single coverage in the district group health and hospitalization plan. The District shall contribute \$1,400.00 per month towards the premium for family coverage for each full-time Teacher employed by the District who qualifies for and is enrolled in family coverage in the district group health and hospitalization plan. Beginning January 1, 2025, District contribution for health and hospitalization insurance will increase to \$805.00 for single coverage and \$1,500.00 for family coverage. Any additional costs of the premium shall be borne by the Teacher and paid by payroll deduction.

Year	Single coverage - district contribution	Family coverage - district contribution
FY24	\$740.00	\$1400.00
FY25	\$805.00 beginning January 1, 2025	\$1500.00 beginning January 1, 2025

Section 3. Health Savings Account: The District shall contribute \$1,000.00 to the teacher’s health care savings account each January, for any teacher enrolled in the district's qualified high deductible health insurance plan.

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

Section 5. Term Life Insurance: The District will pay one-hundred (100) percent of the premium for a term life insurance policy in the amount of \$60,000.00 for each full-time teacher employed by the District who qualifies for and is enrolled in the District life insurance program.

Section 6. Dental Insurance: The District shall contribute: a sum not to exceed \$45.10 per month toward the premium for dental insurance for each full-time Teacher employed by the District who qualifies for and is enrolled in the District group dental plan. Any additional cost of the program shall be borne by the teacher and paid by payroll deduction. Beginning September 1, 2024, the District contribution shall increase to but not exceed \$49.61 per month.

Year	Single coverage - district contribution
FY24	\$45.10
FY25	\$49.61

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

Section 8. Eligibility:

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

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

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

Subd. 1. Annual District Contributions to a Post-Retirement Health Care Savings Account: The District will make annual contributions in the following amounts to an eligible Teacher's post-retirement health care savings account:

<i>Years of service in Rockford</i>	<i>District Contribution - FY24</i>
1st - continuing contract rights granted	No contribution
continuing rights granted - 10th completed	\$500
11th-15th completed	\$750
16th +	\$1500
<i>Years of service in Rockford</i>	<i>District Contribution - FY25</i>
1st - continuing contract rights granted	No contribution
continuing rights granted - 10th completed	\$500
11th-15th completed	\$750
16th +	\$1500

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

- b. **Eligibility:**

Subd. 1. Years of Service. All full-time teachers granted continuing contract rights in the District are eligible for a District contribution to their post-retirement health care savings account. Teacher and District contributions will follow the above schedules. These contributions will start at the beginning of the school year when the teacher is granted continuing contract rights, increases start at the beginning of the 11th full year in the district, and increases to the final amount starting at the beginning of the 16th full year in the district. Eligible teachers are required to participate. Upon the death of a teacher, any amounts owed but not yet paid cannot go to the post-retirement health care savings account. Those funds will be paid out to the beneficiaries or estate of the Employee.

Note: (reference – THE LANGUAGE ADDITIONS WERE GIVEN BY *MSRS* AS A LEGAL CHANGE THAT NEEDS TO BE PUT INTO THE CONTRACT, PROCESS ON THEIR END WILL STAY THE SAME).

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

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

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

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

ARTICLE IX

UNCOMPENSATED LEAVE

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

Section 2. Child Care Leave:

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

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

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

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

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

- a. grant any leave more than twelve (12) months in duration.
- b. permit the teacher to return to employment prior to the date designated in the request for child care leave.

Subd. 6. Reinstatement: A teacher returning from child care leave shall be reinstated in a position the teacher is licensed and qualified unless placed on unrequested leave of absence. A teacher will be allowed to return to his/her position prior to the previously agreed upon expiration date in the event of the death of a child.

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

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

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

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

$(\text{Duty days worked}/\# \text{ of duty days}) * (\text{district contribution}) - (\text{teacher contribution paid}) = \text{additional contribution}$

Additional contributions towards the health and hospitalization insurance premium will first be used to continue the District's normal monthly contribution. If the District's additional contribution is less than a full month's insurance premium, the Teacher must pay the additional cost of the premium prior to the first of the month, or coverage will be terminated.

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

ARTICLE X

COMPENSATED LEAVE

Section 1. Sick and Safe Leave:

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

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

Teachers having forty (40) or more unused accumulated sick leave days on the last staff day of school (ex: June 5th) may elect to convert sick leave days at the rate of \$200/day according to the following table. The teacher must turn in a voucher by June 15th of that school year to the District Office so the converted amount can be processed by June 30th.

This converted amount will be made to an approved tax deferred compensation plan within sixty (60) days after the last staff day of school on the following basis:

Accumulated Sick Leave	Day(s) Payout
40-60 days accumulated sick leave	1 day
60+ - 80 days accumulated sick leave	2 days
80+ - 100 days accumulated sick leave	3 days
100+ - 120 days accumulated sick leave	4 days
120+ days accumulated sick leave	5 days

Subd. 3. Eligible Use: Sick and safe leave with pay shall be allowed whenever a Teacher's absence is found to have been due to the teacher's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. At the time a Teacher becomes eligible to receive long-term disability compensation as provided in the Agreement, such Teacher shall no longer be eligible for any sick and safe leave pay pursuant to this section as long as the Teacher receives long-term disability benefits. A teacher may use accrued paid sick and safe leave for up to twelve (12) weeks following the birth or adoption of a child, to run concurrently with leave entitlement under the FMLA, if eligible, and Minn. Stat. § 181.941. Teachers may use personal sick and safe leave benefits provided by the employer for absences due to an illness of or injury to the teacher's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the teacher's attendance may be necessary, on the same terms upon which the employee is able to use sick and safe leave benefits for the employee's own illness or injury. The School District may limit the use of such leave as provided in Minn. Stat. § 181.9413. Sick and safe leave eligibility that surpasses contract language above will be provided as applicable under the 2023 revised Minn Stat. § 181.940 with current provisions shared as exhibit via Appendix C. If state law is modified, clarified, or changed by an act of legislature, the use, eligibility, and definitions will align with any statutory changes unless previously defined and explicitly stated in contract language.

Subd. 4. Medical or Legal Certification: If the District believes that a Teacher is abusing sick and safe leave, it may require a Teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick and safe leave pay. The District may require a Teacher to get a second medical certificate at District expense. In the event that a medical certificate or a second medical opinion will be required, the Teacher will be so advised. In addition, reasonable documentation may be required for non-medical sick and safe leave requests, which may include court documents and/or signatures from persons involved such as lawyers/legal counsel or licensed/certified anti-violence counselors.

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

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

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

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

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

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

One (1) day per year may be used to attend a funeral of a relative or friend not stated herein provided that no more than three (3) teachers will be excused to attend such a funeral. Additional day(s) may be granted with approval of the superintendent.

Appendix C

Earned Sick and Safe Leave

(Exhibit intended to provide clarity to MN Statute)

What can earned sick and safe time be used for?

Employees can use their earned sick and safe time for reasons such as:

1. the employee's mental or physical illness, treatment or preventive care;
2. a family member's mental or physical illness, treatment or preventive care;

3. absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
4. closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
5. when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

For which family members can an employee use earned sick and safe time?

Employees may use earned sick and safe time for the following family members:

1. their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. their spouse or registered domestic partner;
3. their sibling, stepsibling or foster sibling;
4. their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. their grandchild, foster grandchild or step-grandchild;
6. their grandparent or step-grandparent;
7. a child of a sibling of the employee;
8. a sibling of the parents of the employee;
9. a child-in-law or sibling-in-law;
10. any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner;
11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. up to one individual annually designated by the employee.

Section 4. Professional Leave:

Subd. 1: Eligible Use: The District agrees to provide upon written application by the Teachers and acceptance by the District the necessary funds for teachers who desire to attend selected professional conferences or for visitations of other schools. The final decision shall be at the discretion of the District. Travel, within Minnesota, meals, and registration fees shall be deemed appropriate expenses of the District as well as the cost of the substitute Teacher needed to relieve the participant. The Teacher will submit a written report regarding such a conference. This provision is limited to two (2) days per year per teacher.

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

Section 5. Jury Duty Pay: A Teacher called for jury duty shall be compensated for the difference between the Teaching pay and the pay received for the performance of such obligation except the teacher shall retain any mileage or meal allowance paid by the court. If an employee is released from jury duty for a full or half day, the employee shall report back to work for the remainder of the day while on paid status.

Section 6. Personal Leave: The District and EMR agree that all personal leave provisions stated in the original memorandum of agreement (MOA) will be in full force and in effect for the duration of the 2023-24 school year. For the purpose of this provision, the duration of the 2023-24 school year will be defined as the last contracted Teacher duty day of June 5, 2024. Starting with the 2024-25 Teacher contract year, the original memorandum of agreement (MOA), having sunset, will be replaced with the parameters outlined in the Section 6 subdivisions below.

Subd. 1 Allowance: At the beginning of each school year, each Teacher with 1 to 7 years of service in the district shall be allowed two (2) days of personal leave with pay: Teachers with 8 to 15 years of service in the district will receive three (3) days of personal leave with pay: Teachers with 16 or more years of service in the district will receive four (4) days of personal leave with pay. If a Teacher does not use his/her personal leave days during the school year, the unused personal leave day will accumulate as sick leave unless the Teacher submits in writing, on or before May 10th, a request to be compensated at the rate of \$200/day. An adjustment to this request will be made for any personal days used after May 10th.

Teachers hired prior to January 1, 2024, will retain rights to personal leave, as stated in the original memorandum of agreement (MOA), which allocated personal leave via placement on Salary Schedule A. For clarity, no Teacher will revert to a lesser number of personal leave days with the change from salary schedule placement to years of service in Rockford Area Schools. While no Teacher will lose personal days accumulated under the original memorandum of agreement (MOA), additional accumulation of personal leave under subdivision 1 will henceforth only be granted via longevity, defined as years of service in Rockford Area Schools.

All Teachers hired after January 1, 2024, will be granted personal leave based on their longevity as a teacher in Rockford Area Schools, regardless of placement on the salary schedule.

A personal day may be used for any reasonable purpose at the discretion of the Teacher. A Teacher planning to use a personal leave day shall notify the building principal in writing as early as possible but in any event at least twenty-four (24) hours in advance, except in cases of emergency as determined by the District at its sole discretion. In case of an emergency for which twenty-four (24) hours' notice cannot be given, the Teacher must give the reason for the absence. Personal leave must be taken in half day or full day increments. If a Teacher finds an internal substitute, then personal time may be used in one (1) hour (60 minute) increments. The Teacher bears the responsibility of arranging internal substitute coverage if they choose to utilize personal leave of less than a half day.

Personal days may be used by no more than six (6) Teachers and by no more than three (3) Teachers per building at any one time on any given day. Written requests for personal days for any given day shall be granted according to the order in which such requests are received.

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

Subd. 2. Sick and Safe Leave Trade for Personal Leave: Teachers who have a minimum of one hundred (100) sick days by the start of each school year may elect to use six (6) unused sick days in trade for one (1) additional personal day for that school year. Qualifying teachers may make this trade each school year for one (1) and only one (1) additional personal day for that year. Teachers who qualify must make this election by September 15 of each school year.

Subd. 3. Restrictions: Teachers will not be granted the option of taking additional personal days without pay (dock days) without written permission from the Superintendent. If a teacher has no remaining personal days and if a day(s) without pay is approved by the Superintendent, there will be an amount equal to the annual salary divided by the number of Teacher duty days that shall be deducted for each day's absence. That Teacher will also only receive two personal days the following year, forfeiting the additional days for longevity and also the ability to trade sick leave for personal leave in Article S, Section 6 Subd. 2 for the following year. After that year, the Teacher will regain the right to both of these benefits for subsequent years.

ARTICLE XI

HOURS OF SERVICE

Section 1. Basic Day: The basic Teacher's day shall be eight (8) consecutive hours including a 25-minute duty free lunch period.

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

ARTICLE XII

WORK DAY

Section 1. Preparation Time: All teachers will have a minimum of three-hundred (300) minutes of preparation time per week within the student contact day. Preparation time shall be scheduled in one (1) or two (2) blocks of time. Any assignment of an extra class must be mutually accepted by the Teacher for the assignment to be in effect.

ARTICLE XIII

LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: The teacher contract year shall consist of one hundred eighty-three (183) days of which a maximum of one hundred seventy-two (172) days shall be student contact days (a school day that requires student attendance as indicated in the annual school calendar). A minimum of four (4) (or 32 hours) days will be used for staff development purposes. The District shall solely decide the use of these four (4) staff development days or they may be divided as partial days to total thirty-two (32) hours annually in two (2) hours increments. At least one of the fall workshop days will be free of district meetings.

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

Section 2. Emergency Closings:

Subd. 1. Non-Weather Closings. In the event of non-weather emergency school closings, Teachers will report to the building under the direction of the building principal. The Superintendent has the discretion to have teachers work remotely. If the number of non-weather closures affect the minimum required necessary student contact hours, EMR shall be consulted as to when such days will be made up, but the final decision shall be that of the District or its designated representative.

Subd. 2. E-Learning Day Plan (Weather Related). "E-Learning days" means a school day where a school offers full access to online instruction provided by student's individual teachers due to inclement weather. For weather-related school closings, see Rockford Area School District #883 -- Policy 602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY. If the number of weather-related closures exceeds the annual numbers allowed by Minnesota Statute § 120A.414, EMR shall be consulted as to when such days will be made up, but the final decision shall be that of the District or its designated representative.

Subd. 3. Emergency Closings During the School Day. If students are assembled for the beginning of a school day and school is subsequently closed for emergency reasons, the Teachers shall remain in their building under the direction of their building principal until dismissed by the Superintendent. In such a case, the Teacher shall receive a full day's salary regardless of the number of hours on duty.

Section 3. Four-Day Work Week: The District will have the right to establish a four (4) -day work week provided that the total number of hours per week of Teacher duty time will not be increased, and Teachers' preparation time shall not be decreased from the current practice. The District will meet and confer with EMR before implementing a four (4) -day work week.

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

hourly pro-rata basis shall be determined by dividing the daily pro-rata pay by the number of hours in the duty day.

Section 5. Hourly Contracted Pay: Teachers who work hourly in excess of the regular school day or year for the purpose of curriculum development and writing, preschool screening, technology, standards alignment, assistance with interviews, and other related educational assignments, will be compensated at the rate of \$32.50 per hour.

ARTICLE XIV

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

Section 1. Unrequested Leave Of Absence: Both parties acknowledge that this Article constitutes the required plan under Minnesota Statutes 122A.40, Subd. 10 for unrequested leave of absence. The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

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

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

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

Section 3. Seniority: Seniority for purposes related to ULA, for teachers hired prior to January 1, 2024, means date of board approval with the school district in a position requiring a license. For teachers hired after January 1, 2024, seniority will be defined by the date and time the employee’s contract was signed with the school district in a position requiring a license. Tier 1 and Tier 2 teachers who maintain continuous employment for the District who then obtain a Tier 3 license will be placed on the seniority list based on their original date of board approval. In the event that a teacher resigns, retires, or otherwise ends employment with the School District, but is later rehired, the teacher’s seniority will reset to the date of board approval of the rehire. “Seniority applies only to Tier 3 and 4 qualified continuing contract teachers. For seniority purposes, teachers employed as teachers on special assignment (“TOSA”), district-wide coordinators, or other positions outside of the field or subject matter classifications will be considered as part of the subject matter area most recently assigned prior to the special assignment, even if the special assignment was longer than the past ten (10) years.

Section 4. Filing Licenses and Preparation of Seniority Lists

Subd.1. Filing of Licenses: In any year in which the School District is placing teachers on unrequested leave of absence, only those teaching licenses actually received by the

Superintendent's office as of January 1 of that year are considered for purposes of determining layoff within areas of licensure. A license filed after January 1 will be considered for purposes of recall, but not for layoff.

Section 5. Establishment of Seniority List:

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

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

Section 6. Unrequested Leave of Absence ("ULA"):

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

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

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

Subd.4. Tie Breaker: In the event of a staff reduction affecting Teachers who have a tie in seniority, for teachers hired after January 1, 2024, seniority will be defined by the date and time the employee's contract was signed with the school district.

Section 7. Notice to Teachers: Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher

proposed for placement on unrequested leave of absence shall receive notice of the proposed placement on ULA by May 1 that:

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

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

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

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

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

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

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

Section 12. Continuing Contract Rights and Service Credits: The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their

rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

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

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

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

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

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

Subd. 1. Application: Teachers may apply for transfer, assignment, or reassignment to an available position provided they:

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

Subd. 2. Exceptions: Posting requirements shall not apply in cases where teachers on unrequested leave of absence have a right to positions that become vacant.

Subd. 3. Acceptance of Reinstatement: A teacher on ULA shall have fifteen (15) working days from the date of mailing or emailing of the notice in Subd. 2 to accept reinstatement. Failure to accept, in writing, within such fifteen (15) working days period shall constitute a waiver on the part of the teacher to any and all reinstatement or employment rights.

Subd. 4. Expiration of Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of EMR, the School District and a qualified teacher.

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

ARTICLE XV

SUBSTITUTES

Substitute Duties: In an emergency or when a substitute Teacher cannot be obtained, building Principals will follow the steps outlined below.

Step One: The District will make an effort to secure a licensed substitute teacher before a full-time, licensed teacher is asked to serve as a substitute during their preparation period.

Step Two: District administration will ask teachers to volunteer to cover during their preparation time in the event of emergency or when a regular substitute teacher is not available.

Step Three: In the event of extreme need, if no volunteers are available, a teacher may be assigned by District administration to teach during their preparation time. Teachers may be assigned up to five (5) hours in a given semester during the school year. These assignments will only be made when a regular substitute teacher is not available.

Step Four: (Applies to grades K-4) If a substitute cannot be found and a teacher is asked by administration to take on four or more additional students during their regularly assigned teaching time to cover the absence of a teacher for the day, the assigned teachers will receive compensation at the daily sub rate divided equally among all participating teachers.

Teachers will be paid for substitute duty at the rate of \$42.50 per clock hour (60 minutes), or may accumulate compensatory time in half-hour (30 minutes) increments. Upon request of the Teacher and pre-approval by the Supervisor, the Teacher may use comp compensatory time in one (1) hour (60 minute) increments up to a full day (480 minutes). There will be no limit to the number of days a teacher may accumulate under this provision, however, the use of compensatory time, accumulated by substituting under this article, may not be used during the last five (5) days of the school year unless approved by the superintendent.

ARTICLE XVI

RETIREMENT

Section 1. Rehiring: Teachers, who resign upon retirement but are subsequently rehired, shall be appropriately placed on the salary schedule. They shall maintain sick leave, less the amount, if any, surrendered for the severance benefit under this article, and other fringe benefits which have accrued previous to the time at which they resign upon retirement.

Section 2 Retirement Notification: Teachers who notify the district by February 1st of their intent to retire will receive a \$500 stipend. The stipend will be issued on the employees last paycheck.

ARTICLE XVII

DEFERRED COMPENSATION

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

Completed Years of Service in Rockford Matching District Contribution

<i>Years of service in Rockford</i>	<i>District Contribution - FY2024</i>
1st - continuing contract rights granted	No match
continuing rights granted - 10th completed	\$500
11th-15th completed	\$900
16th +	\$2250
<i>Years of service in Rockford</i>	<i>District Contribution - FY2025</i>
1st - continuing contract rights granted	No match
continuing rights granted - 10th completed	\$500
11th-15th completed	\$900
16th +	\$2250

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

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

Section 4. Eligibility:

Subd. 1. Years of Service. All full-time teachers beginning their sixth or greater year of teaching through August 2022 or granted continuing contract rights beginning September 2022 in the District are eligible to participate in the DCP. The DCP shall be operated as a Section 403(b) Plan and a Section 457 Plan. Matching starts at the beginning of the 6th full year in the district through August 2022 and for teachers granted continuing contract rights beginning September 2022, increases at the beginning of the 11th full year in the district and increases to the final matching amount at the beginning of the 16th full year in the district.

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

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

Subd. 4. Notice. The District will notify teachers when they become eligible to participate in the DCP. Teachers will notify the District prior to August 1 of the amount they wish to contribute for the following year. The District will not be responsible for matching funds for teachers ineligible through resignation, termination or the granting of a leave.

Subd. 5. Changes in the Amount of a Teacher's Annual Contribution. Changes in individual contributions matched by District funds will be allowed in accordance with plan documents.

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

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

ARTICLE XVIII

EDUCATION MINNESOTA-ROCKFORD SECURITY

Section 1. Meetings: Meetings of EMR shall be held at the discretion of EMR with permission from the District.

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

ARTICLE XIX

GRIEVANCE PROCEDURE

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

STEP 1. In the event that EMR believes there is a basis for a grievance EMR shall meet on an informal basis with the administrator in an attempt to resolve the grievance within thirty (30) working days after the occurrence that gave rise to the grievance.

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

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

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

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

STEP 4. If EMR is not satisfied with the disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within seven (7) working days of such a meeting, the

grievance shall be transmitted to the District by filing a written copy thereof with the School Board by the EMR President or designee. The Board (or its designee), no later than its next regular meeting, shall meet with EMR. Disposition of the grievance in writing by the Board shall be made no later than seven (7) working days thereafter. A copy of such disposition shall be furnished to EMR.

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

Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

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

1. The number of Teachers equal to the number of persons participating in the grievance proceeding on behalf of the District; or
2. If a number of persons participating on behalf of the District is less than three, three teachers may still participate in the proceedings without loss of wages.

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

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

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

ARTICLE XX

MEET AND CONFER

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

ARTICLE XXI

PUBLIC OBLIGATION

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

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

ARTICLE XXII

RETROACTIVITY

Section 1. Duration: This Agreement shall remain in full force and effect from July 1, 2023 through June 30, 2025 and thereafter until modifications are made pursuant to the

P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice to such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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

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

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

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

ARTICLE XXIII

EARLY CHILDHOOD FAMILY EDUCATION TEACHERS/SCHOOL READINESS TEACHERS

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

Section 2. Statutory Considerations: For this Agreement, Early Childhood Family Education (ECFE) and School Readiness (SR) teachers are teachers who are in positions which require a Minnesota teaching license or who meet the definition of teacher under Minn. Stat. § 179A.03 Subd. 18.

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

Subd. 1 Calendar Year: The calendar year for ECFE and School Readiness teachers may be conducted over the period of the fiscal year on a calendar that may differ from that of the K-12 programs. The calendar year for ECFE/SR teachers typically runs from Workshop Week in August into June of the following calendar year. Written notification from the District/Building-site will be provided to employees indicating tentative assignment, and hours according to the schedule, on or before August 15th prior to the start of the succeeding school year. Additional class offerings will be internally posted and filled.

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

Subd 1. Level Advancement: ECFE/SR teachers will advance one level provided that the ECFE/SR teacher has rendered a minimum of four hundred (400) hours of paid service in the previous school year. Teachers who work less than four hundred (400) hours per year will advance a level on the subsequent July 1 when paid service equals four hundred (400) hours since last advancement.

Section 5. Leaves:

Subd. 1. Sick Leave: ECFE/SR teachers working eighteen (18) or more hours per week will be granted sick leave on a prorated basis per the Master agreement. Leave will be calculated on a prorated basis. Unused sick leave days may accumulate from year to year up to a maximum of 100 days. (ECFE/SR teachers who previously qualified for twelve (12) sick days prior to this Agreement will continue to be granted twelve (12) sick days per year. These teachers shall not lose any already-accrued sick days.) Sick leave with pay shall be allowed under the conditions set forth in Article X Section 1 Subd. 3.

Subd. 2. Personal Leave: ECFE/SR teachers working eighteen (18) or more hours per week will be granted personal business leave on a prorated basis per the Master agreement. Leave will be calculated by: number of hours of ECFE/SR teacher's assignment divided by the number of hours for a full-time teacher (1.0 FTE), multiplied by the number of hours of leave for a full-time teacher (1.0 FTE). At the beginning of each school year, each Teacher with 1 to 7 years of experience in the district shall be allowed two (2) days of personal leave with pay. Teachers with 8 to 15 years of experience in the district will receive three (3) days of personal leave with pay. Teachers with 16 or higher years of experience in the district will receive four (4) days of personal leave with pay. If a Teacher does not use his/her personal leave days during the school year, the unused personal leave day will accumulate as sick leave unless the Teacher submits in

writing, on or before May 10th, a request to be compensated an additional salary equal to a substitute Teacher's daily rate of pay. An adjustment to this request will be made for any personal days used after May 10th.

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

Personal days may be used by no more than one (1) Teacher at any one time on any given day. Written requests for personal days for any given days shall be granted according to the order in which such requests are received.

Personal days may not be taken the first week of the school year students and the last week of the school year for students, unless approved by the Community Education Director.

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

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

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

Subd. 6. Jury Duty Pay: A Teacher called for jury duty shall be compensated for the difference between the Teaching pay and the pay received for the performance of such obligation except the teacher shall retain any mileage or meal allowance paid by the court. If an employee is released from jury duty for a full or half day, the employee shall report back to work for the remainder of the day while on paid status.

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

Section 7. Probationary Period: The probationary period for ECFE/SR teachers shall be three (3) consecutive school years of service with each year consisting of a minimum of ninety (90) days of actual teaching service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE/SR teacher, and the ECFE/SR teacher shall have no

recourse to the grievance procedure. Upon completion of the probationary period, an ECFE/SR teacher may be disciplined, suspended or discharged only for just cause, subject to ARTICLE XIX, Grievance Procedure and ARTICLE V, Section 5 and 6, Investigation and Discipline.

Section 8. Seniority:

1. Seniority commences on the date of board approval as an ECFE and/or SR teacher. Teachers hired in the ECFE and/or SR programs shall accumulate no seniority on the K-12 teachers' seniority list. No K-12 teacher will be allowed to accumulate seniority to replace an ECFE and/or SR teacher. The District will create separate seniority lists for ECFE teachers and SR teachers. Teachers hired in the ECFE program shall accumulate no seniority on the SR teacher's seniority list, and vice versa.
2. In the event that a teacher resigns, retires, or otherwise ends employment with the School District, but is later rehired, the teacher's seniority will reset to the date of Board approval of the rehire.
3. The ECFE/SR seniority lists will be posted within the worksite on or before January 15 of each year. Any teacher who feels that an error has been made on the seniority list shall have ten (10) working days from the date of posting to supply written documentation, proof, and request for seniority change to the District.
4. Within ten (10) working days thereafter, the District shall evaluate any and all written communications regarding the order of seniority and may make such changes the District deems warranted. A final seniority list shall thereupon be prepared by the District, which list as revised shall be binding on the District and any Teacher subject to the grievance procedure.

Section 9. Reduction and Recall:

1. A minimum of one (1) week notice will be provided of possible lay off and/or reduction in hours.
2. In the event that it is necessary to lay off an ECFE and/or SR teacher, the reduction shall be in reverse seniority with the least senior teacher being reduced first in accordance with their respective seniority list (ECFE or SR). Seniority for purposes related to reduction and recall, for ECFE and/or SR teacher hired prior to January 1, 2024, means date of Board approval with the school district in a position requiring a license. For teachers hired after January 1, 2024, seniority will be defined by the date and time the employee's contract was signed with the school district in a position requiring a license.
3. Recall to available positions shall be in seniority order and according to licensure, with the most senior teacher being recalled first.
4. In the event that a senior ECFE and/or SR teacher is reduced in hours, they may assume some of the hours from a less senior teacher to compensate for their reduced hours, if available and based on appropriate license. Senior teachers shall have the right of first refusal.

5. In the event of a class reduction or addition after the school year commences a senior teacher may not assume a position that will disrupt current classes already in progress. This schedule will remain in effect until the next appropriate break at which point the senior teacher will regain additional hours, if available.
6. ECFE and/or SR teachers with the appropriate licensure, who have been laid off or reduced in hours, shall have right of first refusal before any new ECFE and/or SR teachers shall be hired.

Section 10. Applicable Sections of the Master Agreement: ECFE/SR teachers shall be covered by the following articles of the Master Agreement unless otherwise noted within the contract:

ARTICLE I, PURPOSE,

ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE,

ARTICLE III, DEFINITIONS,

ARTICLE IV, SCHOOL DISTRICT RIGHTS,

ARTICLE V, TEACHER RIGHTS,

ARTICLE VII, EXTRA COMPENSATION, (Schedule C)

ARTICLE IX, UNCOMPENSATED LEAVE,

ARTICLE XVII, DEFERRED COMPENSATION,

ARTICLE XVIII, EDUCATION MINNESOTA-ROCKFORD SECURITY

ARTICLE XX, MEET AND CONFER

ARTICLE XXI, PUBLIC OBLIGATION,

ARTICLE XXII, RETROACTIVITY

Section 11. Sections of the Master Agreement Not Applicable: ECFE/SR teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed K-12 teachers unless otherwise noted within the contract:

ARTICLE VI, BASIC SCHEDULES AND RATES OF PAY,

ARTICLE VII, EXTRA COMPENSATION, (QComp)

ARTICLE VIII, GROUP INSURANCE,

ARTICLE X, COMPENSATED LEAVE,

ARTICLE XI, HOURS OF SERVICE,

ARTICLE XII, WORK DAY,

ARTICLE XIII, LENGTH OF THE SCHOOL YEAR,

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

ARTICLE XV, SUBSTITUTES,

ARTICLE XVI, RETIREMENT

ARTICLE XIX, GRIEVANCE PROCEDURE (only inapplicable to probationary ECFE/SR teachers, consistent with Section 7)

Memorandum of Agreement

Between ISD #883 and EMR

This memorandum confirms an agreement between the School District and EMR to form a committee that will investigate the following ECFE/SR language considerations:

- Length of School Year compared to other neighboring districts
- Salary/wage comparisons with other neighboring districts
- Longevity pay compared to other neighboring districts
- Fee structures for ECFE and SR compared to other neighboring districts

The committee shall consist of two (2) Early Childhood staff members, two (2) District representatives (Community Education Director and Early Childhood Coordinator), and one (1) School Board Member.

These findings will be reported to both parties by January 1, 2025.

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

EDUCATION MINNESOTA- ROCKFORD

INDEPENDENT SCHOOL DISTRICT NO. 883

Co-President, EMR

Board Chair

Co-President, EMR

Board Clerk

Negotiations Chair, EMR

Superintendent

Dated this ____ day of _____, 2024

Dated this ____ day of _____, 2024

APPENDIX A
GRIEVANCE REPORT FORM

Name _____ Building _____

Assignment

Date Grievance Filed

Grievance Filed at What Step?

Date Grievance Occurred:

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated _____

Signature of EMR _____

SCHEDULE A

SALARY SCHEDULE 2023 - 2024

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	PhD/Ed D
1	43,358	44,377	45,395	46,301	48,000	49,244	50,489	52,130	55,243
2	44,959	45,978	46,997	48,288	49,987	51,231	52,532	54,450	57,452
3	46,561	47,579	48,598	50,277	51,975	53,220	54,575	56,768	59,660
4	48,162	49,181	50,199	52,265	53,962	55,208	56,618	59,088	61,869
5	49,763	50,782	51,801	54,252	55,950	57,195	58,661	61,406	64,077
6	51,364	52,383	53,402	56,240	57,937	59,183	60,704	63,726	66,285
7	52,966	53,984	55,003	58,227	59,925	61,170	62,746	66,044	68,494
8	54,567	55,586	56,605	60,215	61,913	63,158	64,789	68,363	70,703
9	56,168	57,187	58,205	62,202	63,901	65,145	66,832	70,682	72,912
10	57,770	58,787	59,806	64,191	65,888	67,134	68,875	73,001	75,120
11	59,370	60,389	61,407	66,178	67,876	69,121	70,918	75,320	77,328
12	59,370	61,990	63,009	68,166	69,863	71,109	72,961	77,639	79,537
13	59,370	61,990	64,610	70,153	71,851	73,096	75,004	79,958	81,745
14	59,370	61,990	64,610	72,141	73,839	75,084	77,046	82,277	83,954
15	59,370	61,990	64,610	72,141	73,839	77,071	79,089	84,596	86,163
16	59,370	61,990	64,610	72,141	73,839	77,071	79,089	84,596	86,163
17		61,990	64,610	72,141	73,839	77,071	79,089	84,596	86,163
18			64,610	72,141	73,839	77,071	79,089	84,596	86,163
19			67,317	74,848	76,545	77,071	79,089	84,596	86,163
20						79,778	81,796	87,302	88,869

SCHEDULE A

SALARY SCHEDULE 2024 - 2025

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	PhD/Ed D
1	45,093	46,152	47,211	48,153	49,920	51,214	52,508	54,215	57,453
2	46,758	47,817	48,877	50,220	51,986	53,281	54,633	56,628	59,750
3	48,424	49,482	50,542	52,288	54,054	55,348	56,758	59,039	62,047
4	50,089	51,148	52,207	54,355	56,120	57,416	58,883	61,451	64,344
5	51,754	52,813	53,873	56,422	58,188	59,483	61,008	63,862	66,640
6	53,418	54,478	55,538	58,490	60,255	61,550	63,132	66,275	68,937
7	55,084	56,143	57,203	60,556	62,322	63,617	65,256	68,686	71,234
8	56,749	57,809	58,869	62,624	64,389	65,685	67,381	71,097	73,531
9	58,414	59,474	60,534	64,691	66,457	67,751	69,505	73,509	75,828
10	60,080	61,139	62,199	66,758	68,523	69,819	71,630	75,921	78,125
11	61,745	62,805	63,864	68,825	70,591	71,885	73,755	78,333	80,421
12	61,745	64,470	65,530	70,893	72,658	73,953	75,880	80,744	82,718
13	61,745	64,470	67,194	72,959	74,725	76,020	78,005	83,157	85,015
14	61,745	64,470	67,194	75,027	76,793	78,087	80,128	85,568	87,312
15	61,745	64,470	67,194	75,027	76,793	80,154	82,253	87,980	89,609
16	61,745	64,470	67,194	75,027	76,793	80,154	82,253	87,980	89,609
17		64,470	67,194	75,027	76,793	80,154	82,253	87,980	89,609
18			67,194	75,027	76,793	80,154	82,253	87,980	89,609
19			70,009	77,842	79,607	80,154	82,253	87,980	89,609
20						82,969	85,068	90,794	92,423

--	--	--	--	--	--	--	--	--	--

SCHEDULE C: 2023 - 2024

Position	1-3 years	4-7 years	8+ years
Football V	5809	6232	6654
Football Asst/JV	4278	4647	5017
Football C/9th	3644	3908	4172
Football 7&8	2482	2693	2905
Volleyball V	5809	6232	6654
Volleyball Asst/JV	4278	4647	5017
Volleyball C/9th	3644	3908	4172
Volleyball 7&8	2482	2693	2905
Soccer V	5017	5387	5756
Soccer Asst/JV	3644	3961	4278
Soccer C/9th	3327	3538	3750
Soccer 7&8	2218	2429	2641
Cross C V	5017	5387	5756
Cross C Asst/JV	3644	3961	4278
Cross C C/9th	3327	3538	3750

Position	1-3 years	4-7 years	8+ years
Baseball V	5017	5387	5756
Baseball Asst/JV	3644	3961	4278
Baseball C/9th	3327	3538	3750
Baseball 7&8	2218	2429	2641
Softball V	5017	5387	5756
Softball Asst/JV	3644	3961	4278
Softball C/9th	3327	3538	3750
Softball 7&8	2218	2429	2641
Track V	5017	5387	5756
Track Asst/JV	3644	3961	4278
Track C/9th	3327	3538	3750
Track 7&8	2218	2429	2641
Golf V	5017	5387	5756
Golf Asst/JV	3644	3961	4278
Golf C/9th	3327	3538	3750

Cross C 7&8	2218	2429	2641
Tennis V	5017	5387	5756
Tennis Asst/JV	3644	3961	4278
Tennis C/9th	3327	3538	3750
Tennis 7&8	2218	2429	2641
Basketball V	5809	6232	6654
Basketball Asst/JV	4278	4647	5017
Basketball C/9th	3644	3908	4172
Basketball 7&8	2482	2693	2905
Wrestling V	5809	6232	6654
Wrestling Asst/JV	4278	4647	5017
Wrestling C/9th	3644	3908	4172
Wrestling 7&8	2482	2693	2905
Gymnastics V	5809	6232	6654
Gymnastics Asst/JV	4278	4647	5017
Gymn. C/9th	3644	3908	4172
Gymn. 7&8	2482	2693	2905

Golf 7&8	2218	2429	2641
Cheer Adv	4014	4225	4436
Danceline	4014	4225	4436
Danceline Asst/JV	2852	3063	3274
Musical Director	3802	4014	4225
Musical-Music Dir	3802	4014	4225
Musical Accomp/Asst Dir	1109	1215	1320
Productions Dir.	2324	2429	2535
Musical MS	3802	4014	4225
Pit Orchestra	1690	1901	2112
3-Act	3802	4014	4225
1-Act	2429	2641	2852
Speech H	3538	3802	4172
Speech Assist	2693	3010	3327
Mock Trial	2007	2218	2429
Robotics	2852	3063	3274



Post-season Pay Schedule	Assistant	Head
Teams advancement per week (6+ participants)	\$310	\$518
Individual Advancement per week (<6 participants)	\$207	\$311
Pep Band		\$52 per event
Post-season pay is considered as a team and/or individual advancement beyond all		

Stipend Only Positions	Stipend
Chamber Choir	\$ 2,313
Jazz Band	\$ 2,313
Choir Contest	\$ 1,542
Band Contest	\$ 1,542
MS Jazz	\$ 581
Pep Band	\$ 1,162
Summer March Head	\$ 1,373
Summer March Asst.	\$ 898
Yearbook HS	\$ 4,330
Yearbook MS	\$ 1,901
Yearbook ES	\$ 739
Student Council HS	\$ 2,007
Student Council MS	\$ 1,267
Student Council ES	\$ 1,003
Class ADV. 9-12	\$ 634
NHS	\$ 1,373
FFA (2)	\$ 3,644
HS Link (4)	\$ 634
MS Link (4)	\$ 634
DECA	\$ 1,743

STRIVE	\$ 581
--------	--------

SCHEDULE C: 2024 - 2025

Position	1-3 years	4-7 years	8+ years
Football V	6042	6481	6920
Football Asst/JV	4449	4833	5218
Football C/9th	3790	4064	4339
Football 7&8	2581	2801	3021
Volleyball V	6042	6481	6920
Volleyball Asst/JV	4449	4833	5218
Volleyball C/9th	3790	4064	4339
Volleyball 7&8	2581	2801	3021
Soccer V	5218	5602	5987
Soccer Asst/JV	3790	4119	4449
Soccer C/9th	3460	3680	3900
Soccer 7&8	2307	2526	2746
Cross C V	5218	5602	5987
Cross C Asst/JV	3790	4119	4449
Cross C C/9th	3460	3680	3900
Cross C	2307	2526	2746

Position	1-3 years	4-7 years	8+ years
Baseball V	5218	5602	5987
Baseball Asst/JV	3790	4119	4449
Baseball C/9th	3460	3680	3900
Baseball 7&8	2307	2526	2746
Softball V	5218	5602	5987
Softball Asst/JV	3790	4119	4449
Softball C/9th	3460	3680	3900
Softball 7&8	2307	2526	2746
Track V	5218	5602	5987
Track Asst/JV	3790	4119	4449
Track C/9th	3460	3680	3900
Track 7&8	2307	2526	2746
Golf V	5218	5602	5987
Golf Asst/JV	3790	4119	4449
Golf C/9th	3460	3680	3900
Golf 7&8	2307	2526	2746

7&8			
Tennis V	5218	5602	5987
Tennis Asst/JV	3790	4119	4449
Tennis C/9th	3460	3680	3900
Tennis 7&8	2307	2526	2746
Basketball V	6042	6481	6920
Basketball Asst/JV	4449	4833	5218
Basketball C/9th	3790	4064	4339
Basketball 7&8	2581	2801	3021
Wrestling V	6042	6481	6920
Wrestling Asst/JV	4449	4833	5218
Wrestling C/9th	3790	4064	4339
Wrestling 7&8	2581	2801	3021
Gymnastics V	6042	6481	6920
Gymnastics Asst/JV	4449	4833	5218
Gymn. C/9th	3790	4064	4339
Gymn. 7&8	2581	2801	3021

Cheer Adv	4174	4394	4614
Danceline	4174	4394	4614
Danceline Asst/JV	2966	3186	3405
Musical Director	3954	4174	4394
Musical-Music Dir	3954	4174	4394
Musical Accomp/Asst Dir	1153	1263	1373
Productions Dir.	2417	2526	2636
Musical MS	3954	4174	4394
Pit Orchestra	1758	1977	2197
3-Act	3954	4174	4394
1-Act	2526	2746	2966
Speech H	3680	3954	4339
Speech Assist	2801	3131	3460
Mock Trial	2087	2307	2526
Robotics	2966	3186	3405

Post-season Pay Schedule	Assistant	Head
Teams advancement per week (6+ participants)	\$323	\$538
Individual Advancement per week (<6 participants)	\$215	\$323
Pep Band	\$54 per event	
Post-season pay is considered as a team and/or individual advancement beyond all		

Stipend Only Positions	Stipend
Chamber Choir	\$ 2,406
Jazz Band	\$ 2,406
Choir Contest	\$ 1,604
Band Contest	\$ 1,604
MS Jazz	\$ 604
Pep Band	\$ 1,208
Summer March Head	\$ 1,428
Summer March Asst.	\$ 934
Yearbook HS	\$ 4,504
Yearbook MS	\$ 1,977
Yearbook ES	\$ 769
Student Council HS	\$ 2,087
Student Council MS	\$ 1,318
Student Council ES	\$ 1,044
Class ADV. 9-12	\$ 659
NHS	\$ 1,428
FFA (2)	\$ 3,790
HS Link (4)	\$ 659
MS Link (4)	\$ 659
DECA	\$ 1,812

STRIVE	\$ 604
--------	--------

SCHEDULE E: 2023-2025

Early Childhood Family Education / School Readiness Teacher’s Rate Schedule

2023-2024		2024-2025	
Levels	Rate	Levels	Rate
1	\$ 28.56	1	\$ 29.64
2	\$ 28.94	2	\$ 30.03
3	\$ 29.32	3	\$ 30.41
4	\$ 29.69	4	\$ 30.80
5	\$ 30.07	5	\$ 31.19
6	\$ 30.44	6	\$ 31.58
7	\$ 30.82	7	\$ 31.97
8	\$ 31.19	8	\$ 32.36
9	\$ 31.57	9	\$ 32.75
10	\$ 31.99	10	\$ 33.19
11	\$ 32.42	11	\$ 33.64
12	\$ 32.85	12	\$ 34.08
13	\$ 33.29	13	\$ 34.54
14	\$ 33.71	14	\$ 34.98
15	\$ 34.14	15	\$ 35.42
16	\$ 34.57	16	\$ 35.87
17	\$ 35.00	17	\$ 36.31
18	\$ 35.43	18	\$ 36.76

Level Advancement: ECFE/SR teachers will advance one level provided that the ECFE/SR teacher has rendered a minimum of four hundred (400) hours of paid service in the previous school year. Teachers who work less than four hundred (400) hours per year will advance a level on the subsequent July 1 when paid service equals four hundred (400) hours since last advancement, Section 4, Subd. 1 ECFE/SR Teachers Article XXIII.

MEMORANDUM OF AGREEMENT

BETWEEN ISD #883 AND EDUCATION MINNESOTA-ROCKFORD

This letter is to confirm an agreement between the School District and EMR regarding personal leave for the 2022-2023 school year and for the 2023-2024 school year.

Section 6. Personal Leave:

Subd 1. Allowance: At the beginning of each school year, each Teacher on step 1 to 7 on the salary schedule shall be allowed two (2) days of personal leave with pay; teachers on step 8 to 15 will receive three (3) days of personal leave with pay; teachers on step 16 or higher numbered step will receive four (4) days of personal leave with pay. If a Teacher does not use his/her personal leave days during the school year, the unused personal leave day will accumulate as sick leave unless the Teacher submits in writing, on or before May 10th, a request to be compensated an additional salary equal to a substitute Teacher's daily rate of pay. An adjustment to this request will be made for any personal days used after May 10th.

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

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

Personal days may not be taken the first day of the school year for students and the last day of the school year for students., unless approved by the Superintendent.

Subd. 2. Sick Leave Trade for Personal Leave: Teachers who have a minimum of one hundred (100) sick days by the start of each school year may elect to use six (6) unused sick days in trade for one (1) additional personal day for that school year. Qualifying teachers may make this trade each school year for one (1) and only one (1) additional personal day for that year. Teachers who qualify must make this election by September 15 of each school year.

Subd. 3. Restrictions: Teachers will not be granted the option of taking additional personal days without pay (dock days) without written permission from the Superintendent. If a teacher has no remaining personal days and if a day(s) without pay is approved by the Superintendent, there will be an amount equal to the annual salary divided by the number of Teacher duty days that shall be deducted for each day's absence. That Teacher will also only receive two personal days the following year, forfeiting the additional days for longevity and also the ability to trade sick leave for personal leave in Article X, Section 6 Subd. 2 for the following year. After that year, the Teacher will regain the right to both of these benefits for subsequent years.