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ARTICLE I
Recognition

A. The School District hereby recognizes the Duluth Federation of Teachers, Local 692, as the exclusive bargaining representative of all teachers of the District as defined in this Agreement and in the Public Employment Labor Relations Act of 1971, as amended, and of all professional personnel employed as registered or public health nurses, physical therapists, occupational therapists, and Head Start teachers. Further: Any teacher represented by the D.F.T. shall have the right to meet with and consult with a Union representative at their worksite.

Access to membership lists
By October 1 of each school year, the district shall provide in electronic form to the Union the names, addresses, telephone numbers, email address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a quarterly basis of on request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled within five days.

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

Maintenance of membership
Any member of the bargaining unit may authorize the District to deduct from their pay the amount of dues charged by the union. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The district agrees to implement all the terms of dues-check off authorizations submitted to the District by the Union and agreed to by the Employee.

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

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

1. Teachers shall mean all persons in the unit employed by the School District in a position for which the person must be licensed by the State Board of Education, whether compensated according to Exhibit "B" or on a per diem, hourly or class rate basis, specifically including but not limited to:
   a. Classroom Teachers
   b. Counselors
   c. Media Specialists
   d. Psychologists
   e. Social Workers
   f. Work Experience Teachers (WECEP, WED, WEH)
   g. Special/Vocational Teacher Coordinators
   h. Speech Language Pathologists
   i. Curriculum Technology Integrators
   j. Vocational Education Advisors
   k. Teachers Employed Under Federal and/or State Grant Programs

l. Early Childhood Teacher
m. Parent Educator
n. Support Service Managers/Special Education Case Managers
o. Helping Teachers/Teachers on Special Assignment
p. Staff Developers
q. Nurses
r. Chemical Health Specialists
s. Activities Director
t. Facilitator for QSC
u. Elementary Specialists

2. Teachers shall not include:
   a. Superintendent
   b. Assistant Superintendents
   c. Principals
   d. Assistant Principals
   e. Administrative Assistants
   f. Confidential Employees as Defined in Minnesota Statutes 179A.03, Subd. 4
   g. Supervisory Employees as Defined in Minnesota Statutes 179A.03, Subd. 17
   h. Administrative Trainees
   i. Department heads who devote more than fifty percent (50%) of their time to administrative or supervisory duties.
   j. Employees hired to replace an absent teacher where the substitute is employed for thirty (30) or less working days as a replacement for that teacher.

B. Adult vocational teachers who work less than three hundred (300) hours in any school year. When a new classification requiring a license is to be established which is not clearly supervisory, the Union will be notified in writing not less than fifteen (15) days prior to the hiring of a person or persons to fill the position or positions and the parties shall promptly meet to agree whether such classification should be included or excluded under this Agreement, and if included, the terms and conditions of employment therefore. If no Agreement is reached regarding inclusion in, or exclusion from the bargaining unit, either party may petition the Minnesota Bureau of Mediation Services to make such determination subject to all rights of appeal under the PELRA. Pending the determination and resolution of all such issues, including the terms and conditions of employment, the School Board may appoint a person or persons to fill such position or positions, provided that the School District has posted notice of the availability of such positions to be filled and the parties have met at least once as provided above.

C. The Superintendent and the D.F.T. President will jointly establish an interview team to recommend the Facilitator for QSC.

ARTICLE II
Purpose And Scope Of Agreement

The School District and the Union recognize a common responsibility to work together toward the achievement of quality education. The attainment of this directive requires mutual cooperation between both parties and all members of the staff.

To promote this objective the parties have agreed upon the following terms relating to terms and conditions of employment which shall be applicable to all personnel of the School District covered under this Agreement. Neither the School District nor any employee covered by this Agreement shall enter into any agreement either written or unwritten which is in violation of this Agreement.

It is understood and agreed that the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains, and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by this Agreement or by applicable law or the regulations of the Minnesota State Board of Education.

In carrying out the terms and conditions of this Agreement, neither the Union nor the School District will discriminate for or against any person because of race, color, creed, national origin, sex, religion, age, sexual orientation or physical impairment to the extent prohibited by law.

ARTICLE III
Grievance Procedure And Arbitration

The purpose of this procedure is to provide a method whereby employees who are members of the bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

A. ***Definitions***

1. A ***"grievance"*** is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents, or contractors.
2. The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
3. The term ***"days"*** when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday or such holidays as provided in this Agreement, the next calendar day which is not a Saturday, Sunday or such holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

B. ***Representation Right***

1. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
2. The aggrieved employee reserves the right to be represented by a representative of their choice, including a Union representative, at all steps of this grievance procedure, including arbitration. The Union shall be notified and a representative of the Union may be present and express their views at all steps of this grievance procedure after Step I.

C. ***Procedure***

1. ***Step I*** - The aggrieved employee shall present their grievance within twenty (20) days of the time they knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement.

   The grievance shall be presented in writing to their building Principal or other immediate supervisor who is not a member of the bargaining unit under this Agreement or when the act, event or default which is alleged is not the action or failure to act of a building Principal or other immediate supervisor, then the employee or employees may initially file a grievance at Step II of the grievance procedure in like manner and within the time limits provided in this Section.

   The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted and the relief or action sought by the aggrieved employee. The Principal, President or Supervisor shall immediately set a hearing date that is within five (5) days of the filing and notify the aggrieved employee and their designated representative. A decision in writing by the Principal, President or Supervisor shall be rendered within five (5) days of the hearing and communicated to the aggrieved

employee, the Union, and the Superintendent of Schools. Any appeal from this decision shall be taken by the aggrieved employee within twenty (20) days of the communication of the decision to him/her.

2. ***Step II*** - In the event an appeal is filed from a decision at Step I, or in the event of a grievance initially file at Step II under this Article, or at the option of the Superintendent, the Superintendent shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at Step I, and so notify the aggrieved employee, the Union, and on an appeal the Principal, President or Supervisor rendering the decision at Step I. The Superintendent or their designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step I of their decision in writing within ten (10) days of the hearing.

D. ***Arbitration*** - The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II, or if no decision has been made by the Superintendent, within forty (40) days of the Step II hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21, subd. 2. Upon receipt of such list and within five (5) days thereafter, the Union and School District shall alternately strike four (4) names from such list. The first strike to be determined by the flip of a coin unless the School District and Union can agree on the use of one (1) of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing.

Their written decision shall state the facts and Articles of the Agreement on which the decision relies, shall include conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall they have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Union) shall pay the cost of their own witnesses except as otherwise provided herein, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.
For purposes of complying with Minnesota Statute with 572B.19(a), the arbitrator shall mail their decision by certified mail to the grievant and the representatives of the employer and the Union.

E. ***Miscellaneous Provision***

1. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II of this procedure if the act, event or default of the School District, School Board, it's employees, agents or contractors is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles

of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure.

2. The Union may file a grievance when it is alleged that a member of the bargaining unit has violated this Agreement.
3. The Union may file a grievance concerning an alleged violation of this Agreement when the members of this unit would not reasonably be expected to have knowledge; e.g., failure to post a vacant or new position, failure to notify the Union of creation of new positions, failure to notify the Union of transfers denied.
4. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step I if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
5. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
6. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union. In the case of an event, act or default which is of a continuing nature, the employee and the Union shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
7. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
8. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Superintendent of Schools shall first authorize any hearings at Step I during working hours.
9. When arbitration hearings are held during normal working hours, employees who appear at the request of the Union and who shall not lose wages from the School District due to their participation in such hearings are as follows:
    a. The number of employees including the grievant or grievants equal to the number of persons testifying in the grievance proceeding on behalf of the public employer; or
    b. If the number of persons testifying on behalf of the public employer is less than three (3), three (3) employees including the grievant or grievants may still participate in the proceedings without loss of wages.
    c. The Union President may attend without loss of pay and shall not be counted in the numbers determined in a. and b. above.
10. Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

ARTICLE IV
Assignment And Transfer

A. The School District recognizes that it is desirable in assigning personnel to consider the interests and aspirations of their employees. An attempt shall be made to place people in the school and class for which they are qualified and have the greatest interest, consistent with the needs and requirements of the School District.

B. Procedures for posting and application assignment and transfer:
   1. Posting
      a. Newly established positions or positions that are vacated during the school year by retirement, resignation or death shall be posted not more than fifteen (15) working days after it has been determined through official School Board action that such vacancy is about to occur.
      b. Positions that are vacated during the school year resulting from a transfer to another position shall be posted not more than fifteen (15) days after acceptance of such transfer.
      c. Positions that are vacant resulting from the incumbent being selected for another position effective with the next school year will be posted within ten (10) days after acceptance by the incumbent of a new position.
      d. Positions which are vacated due to reasons listed above will be posted and filled in accordance with this Article with the successful applicant assuming the position with the start of either the semester or next school year.
      e. When a position is awarded with the successful applicant assuming the position at a later date, the position may be filled on a temporary basis for the remainder of the semester or year by an employee hired in accordance with this contract and State statute.
      f. All postings shall be posted on the District's website with a copy of each notice furnished to the Union posted on the School District's website and posting of vacancies that occur during the school year will be emailed to all sites for posting.
      g. Positions posted on or after August 15 shall not be filled until after one working day has elapsed after the date of posting. Positions filled pursuant to a one (1) day posting on or after August 15 shall become a regularly filled position, and any teacher that accepts such a position shall be entitled to eight (8) hours of pro rata pay to pack and move their classroom.
   2. Application Timeline
      a. Applications shall be submitted within five (5) working days of the posting to be considered for the vacancy except as provided in B.1.g. of this Article.
   3. Posting Notices
      a. Each position that is posted shall be described with minimum qualifications and assigned building(s).

C. The following provisions shall apply in the filling of new or vacant positions:
   1. Only applicants exceeding or meeting the minimum qualifications stated in the posting notice may be hired to fill a position.
   2. The most senior applicant will be selected to fill the position except as follows:
      a. Newly established or vacant positions for Teachers on Special Assignment (TOSA), Curriculum Specialist, Activities Director and Assertive Discipline may be filled by the District based on the unique qualifications needed for the position.
      b. A less senior applicant may be chosen in a maximum of five percent (5%) of the positions posted to date in the current school year. A position filled with a less senior applicant pursuant to Section C.2.a., immediately above, does not count toward the five percent (5%) maximum.
   3. An applicant will not be awarded more than two (2) transfers during any contract year.
   4. Posting Timeline:
      a. Normal Posting Timeline: Once an applicant has been informed in person (i.e., face-to-face or telephone is acceptable; a voice message is unacceptable) that they is being offered the position, they will have two (2) District workdays to inform the District of their decision to accept the position.

If the applicant does not notify the District of their decision to accept the position within two (2) District workdays, they waives any right to the position and the next most senior applicant (subject to the limitations contained in paragraphs 1., 2., and 3. above) will be offered the position and will be subject to the same timeline for acceptance of the position.

b. One-Day Posting Timeline: An applicant offered a position as a result of a posting pursuant to Article IV. B.1.g. shall be subject to the timeline contained in Paragraph a. above, except that the applicant shall have until 9:00 a.m. the following District workday to notify the District of their decision to accept the position. If the applicant does not so inform the District, they waives any right to the position.

5. The administration shall keep accurate records which will identify the positions which were posted, the number and seniority rank of the applicants, those who were interviewed, and the successful applicant. This information shall upon request be made available to the Union.

D. Transfers necessitated by school closings or reduction of staff shall be accomplished by those employees so affected applying for vacancies for which they are qualified and being transferred in accordance with Paragraph D. of this Article.

Transfers due to reduction of staff shall be accomplished by retaining the senior employees in those positions which remain provided they are properly licensed for those positions unless conditions exist justifying a variance from the normal rule. Conditions justifying a variance exist whenever:

1. An existing academic program would be eliminated by this process.
2. There would be a significant adverse impact upon an existing academic program for students.
3. There would be a significant adverse impact upon an existing extra-curricular program for students; e.g., no other teacher within the building is qualified to assume the extra-curricular assignment in which the teacher's presence in the building during the school day is needed; the continuity of the extra-curricular program is adversely affected. (The Principal shall have determined that a qualified replacement does not exist from within the building before initiating the transfer process.)

Whenever a less senior teacher is retained, written reasons for such variance shall be given to the teacher being transferred and the Union.

A senior teacher being transferred may appeal to a Transfer Review Committee and the decision of such committee shall be final and binding. The Transfer Review Committee shall be composed of five (5) members consisting of one (1) School Board member appointed by the Chairperson of the School Board; two (2) administrators appointed by the Superintendent; and two (2) persons appointed by the Union. Alternates for each of the five (5) members may also be appointed.

Transfers due to school closings shall be made prior to July 1 of each school year.

E. Transfers due to administrative requests shall be identified by April 1 by a letter of notification of such request, including the reason for said request. Such teachers may apply for vacant positions under Paragraph D. of this Article. If denied a position or if no application is made, administrative transfers up to three percent (3%) of the bargaining unit may be made. Administrative reassignments occurring pursuant to Paragraph D. of this Article or administrative realignment of the assigned schools of elementary media specialists, physical education specialists, art specialists, music specialists and music itinerant teachers shall not be considered as unrequested transfers.

The requirements of this Section do not apply to unrequested transfers made to accomplish realignment as described in Strand vs. Special School District No. 1. If a teacher is transferred to another licensure area as a result of such realignment and circumstances thereafter change that remove the necessity of the transfer the District shall give immediate notice to the teacher of the option to be reinstated to their former position. The teacher will have two (2) District workdays to inform the District of their decision to accept the position. If the applicant does not notify the District of their decision to accept the position within two (2) workdays, they waives any right to the position. Any teacher thereafter entitled to the position will be offered the position and will be subject to the same timeline for acceptance of the position.

F. ***Federal Grant and Special Services Departments***

1. New positions and vacancies shall be filled pursuant to Sections B and C of this Article.
2. The following staff may be affected by the provisions hereinafter stated:
   a. Head Start
   b. LD and EBD Teachers - Except secondary and elementary teachers assigned to self-contained classrooms are subject to transfer pursuant to Section D of this Article. Elementary teachers in self-contained classrooms may be reassigned due to the lack of physical space needed for primary subjects pursuant to Section F of this Article.
   c. Psychologists
   d. Social Workers
   e. Speech Language Pathologists
   f. Nurses
   g. Occupational Therapists
   h. Physical Therapists
   i. New positions placed in unit pursuant to Article I when assigned to two (2) or more buildings.
3. Staff referred to in Paragraph 2. above shall be subject to changes:
   a. At any time during the school year, whenever increases and/or decreases in number of children identified for their services pursuant to the Regulations and Guidelines of the State Department of Education; or
   b. Development of new programs; or
   c. Increases and decreases in staff occur. (A decrease in staff does not occur allowing a permanent reassignment where there is a temporary decrease during the posting and hiring process to fill a vacancy.)

   Whenever possible, reassignments for the following year shall be made prior to the close of the school year.

   A written notice shall be given to the teacher(s) affected, stating the reason(s) for reassignment at least twenty (20) calendar days prior to reassignment, with a copy also going to Human Resources and the Union.
4. Any teacher objecting to a transfer of assignment pursuant to this Section may appeal the decision to a Special Service Transfer Review Committee which shall be composed of five (5) members, two (2) administrators appointed by the Superintendent; two (2) employees appointed by the Union, and one (1) School Board member appointed by the Chairperson of the School Board. The decision of the Special Service Transfer Review Committee shall be final and binding.

G. In the interest of reducing travel time and cost, the D.F.T. and District agree that whenever two (2) teachers occupy the positions at two (2) buildings which total 2.0, the District, with agreement of the teachers, may combine part-time positions to constitute two (2) 1.00FTE positions. The most senior of the teachers will have their choice of position.

H. Part-time Postings

1. .1 and .2 FTE positions may not be posted and may be assigned by the Senior Human Resource Manager to fill out certified staff teaching positions.
2. .3 positions and above shall be posted and following the guidelines set forth in the most *r*ecently approved teacher collective bargaining agreement.
3. All full and part time TOSA positions must follow the posting and interviewing guidelines set forth in the teacher collective bargaining agreement.
4. A certified staff member may agree to take a .1 and .2 position as an overload if they hold the appropriate teaching license.

5. .1 and .2 FTE positions may be assigned to a certified teacher on a variance only if an appropriately licensed teacher at the site refuses to teach the .1 and/or .2 FTE position as an overload and/or an appropriate licensed could not be hired from a posting.

ARTICLE V
Leaves Of Absence Without Pay

A. Leaves of absence without pay shall be granted upon written application to Human Resources for the following reasons:

1. ***Military*** leaves of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
2. ***Parental Leave:*** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the teacher must request the parental leave in writing to Human Resources at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the teacher shall be assigned to the teacher's former position unless it has been eliminated.

   If during parental leave the District experiences a layoff and the teacher would have lost their position, pursuant to the layoff provisions of this Agreement, had the teacher not been on parental leave, then the teacher is not entitled to reinstatement in the teacher's former position and, in such circumstances, the teacher shall retain all rights under the layoff and re-employment provisions of this Agreement as if the teacher had not been on parental leave.

   Any leave taken under this Section shall reduce the length of leave for which the teacher is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.
   Teachers may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District and shall expire at the end of a semester or academic school year unless mutually agreed by the teacher and the District that it expire at another time.
3. ***Family and Medical Leave Act:*** Teachers shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act.
4. ***Organizational:*** Employees who are elected or appointed representatives of the Union shall upon request be granted leaves of absence for the purpose of conducting the duties of the Union as required by Minnesota Statutes, Section 179A.07, subd. 6.
5. ***A full time program of study*** related to the employee's licensed field, provided application is made prior to April 1, or approved by the Superintendent if application is made after April 1, for the following school year. Such leave shall be for a period of one (1) school year. The number of such leaves shall be not more than ten (10) persons in any one school year, nor more than ten percent (10%) of the persons in any field of certification or one (1), whichever is greater.
6. ***Medical*** leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of their employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.

7. ***Other:*** Leaves of absence shall be granted for any other reason that is required by law. Leave may also be granted, at the discretion of the Superintendent, upon written request for purposes other than those enumerated.
8. All proposed changes in Board policy related to leaves of absence without pay shall be reviewed by a sub-committee of the District-wide Quality Steering Committee.

B. Upon termination of their leave of absence and return to the school system, the employee shall be placed at the same position on the salary schedule as they would have been had they taught in the District during such period if the leave was granted for any of the following purposes:
   1. Military leave, provided that the requirements of Minnesota Statutes, Section 192.261 are complied with.
   2. Medical and parental leave of absence of less than eighty (80) working days in any school year.
   3. Exchange teaching programs with schools in Minnesota or in other states, territories, or countries.
   4. Federal, foreign, or military teaching programs.
   5. The Peace Corps, Teacher's Corps, or Job Corps, if the individual is a full-time teacher in such program.

C. Any teacher on leave of absence may, if they so elects, remain in the School District's hospitalization group, provided they pays all premiums monthly.

ARTICLE VI
Personal Leave Day

A. Four (4) personal leave days to be used at the discretion of the teacher under the following guidelines:
   1. A written request shall be submitted to employee's Principal or other immediate supervisor at least five (5) days prior to the requested leave day.
   2. Upon confirmation of the leave by the site supervisor, the employee will request a substitute through the District's absence management system and use the time tracking system to request the leave. If no substitute is needed, the time tracking system shall be used to record the reason for the absence. Use of the absence management system and recording of the absence in the time management system will not authorize the leave unless it has been approved by the site supervisor.
   3. In emergency situations written requests may be submitted after the fact, however, it is understood that the teacher will assume the responsibility in such an emergency of notifying the building Principal or other immediate supervisor at the earliest possible time.

B. Deduction for personal leave shall be from accumulated sick leave.

C. No personal leave days may be carried over from one school year to the next school year.
Not more than fifty (50) contract teachers of the bargaining unit may be allowed to take personal leave on the same day except that no more than forty (40) contract teachers may be allowed personal leave on Mondays and Fridays or a workday immediately preceding or following a holiday or recess period referred to in Exhibit C of this Agreement. Requests will be honored on a first-come first-served basis upon receipt of the request in the Human Resources Department of the District.

D. Teachers with a balance to be paid to the sick leave bank will not be allowed to use personal leave until the balance is repaid.

ARTICLE VII
Leaves Of Absence With Pay

A. ***Absences with pay*** shall be granted for the following reasons:
   1. Time necessary to submit to one (1) Selective Service physical examination per year.
   2. Military leave of absence with pay as required by law.

B. ***Absences with pay*** may be granted by the Superintendent for the following reasons:
   1. Visits to another school
   2. Educational conference, workshop, or convention

3. Service as a member of a committee, task force or commission relating to education appointed by the Federal or State government.
4. Reasonable time for Union business upon written request by the Union and payment by the Union of the cost of substitutes required.
5. Other reasons deemed appropriate.

C. ***Sick Leave Allowance***

1. ***Yearly allowance:*** Thirteen (13) days full pay for personal illness shall be allowed in any one (1) school year to eligible employees covered under this Agreement.
   Cumulative Plan: Unused allowance for personal illness shall be cumulative to a maximum of two hundred ten (210) days. (i.e., no buffer)
2. Holidays which occur during absence on account of personal illness, death in family, or family leave shall be compensated for and shall not be deducted from sick leave.
3. An employee who fails to report on the first day of the school year shall not receive salary for time previous to the date of reporting unless absence is due to personal illness or death in family, in which case salary shall be allowed for such period of time as may be due under the accumulated leave or sick leave bank.
4. In no case shall the yearly allowance for personal illness or death in the family be credited until the employee reports for duty on or after the opening of school in the fall.
5. An employee who has been absent for five (5) days or less may be required to sign a form stating that such absence was due to personal illness, and an employee who has been absent for more than five (5) consecutive working days may be required to submit a doctor's certificate covering such absence.
6. A teacher who is injured due to a battery by a student shall be granted leave without loss of pay for a period not to exceed five (5) days, if a physician certifies that the injury precludes the teacher from performing the duties of their position. Such a leave shall not be deducted from the teacher's accumulated sick leave.
7. ***Sick Leave Bank***
   a. A committee consisting of three (3) teachers appointed by the Union and three (3) members appointed by the Superintendent, shall adopt rules and regulations governing the sick leave bank, which is to be administered by the school district. The Superintendent shall appoint the chair from one of the six (6) members.
   b. All employees in the teachers' bargaining unit working under contract half time (1/2) or more, shall be members of the sick leave bank and shall contribute days pursuant to (c.) below and may use days pursuant to the Sick Leave Rules and Regulations.
   c. At such point that the bank becomes less than a total of three hundred (300) days, the process of deducting one (1) day shall be repeated from each member of the bargaining unit having more than five (5) days of accumulated leave remaining.
   d. The rules and regulations adopted may modify the provisions of this Article by reducing, if such committee deems proper, the amount of the deduction or the bank balance limitation contained above.
   e. An employee is eligible to use the sick leave bank following the exhaustion of yearly and accumulative sick leave credited to their personal account and prior to the date they begin receiving benefits under the long term disability insurance program of the School District, but shall not be entitled to use the sick leave bank once they begin receiving benefits under the long term disability insurance program or any time thereafter for any one illness or injury. The employee shall not be eligible for the sick leave bank if they refuses to apply for long-term disability benefits within thirty (30) days of receiving the forms from the District.
   f. The total maximum number of days that may be withdrawn by any employee from the sick leave bank shall be one hundred eighty (180).

g. Teachers who have borrowed days from the sick leave bank will repay days from their yearly allowance at the beginning of each school year until all days have been repaid. The maximum required repayment shall be five (5) days per year.

h. A teacher must have been employed for a minimum of three (3) continuous years to utilize the sick leave bank.

i. Any employee that retires with more than 180 sick days will donate the remaining days to the sick bank. Any employee that separates from the School District and does not qualify for the Health Care Savings Plan will donate their sick days to the sick bank.

D. ***Death in Family Allowance***

1. Full pay for absence not to exceed three (3) days for a death locally, and five (5) days if the funeral is held more than one hundred fifty (150) miles from the city of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.
2. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased. The cost of any substitute employee required shall be paid by the employee for such additional days as are missed; otherwise such additional days are to be deducted from sick leave.
3. Definition of ***"family"*** under death in family allowance shall constitute members of the immediate family of an employee, spouse or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandchild. This shall also apply to foster relationships of the above listed categories. A "registered domestic partner" shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District.

E. ***Family Leave***

1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee. Employees may use more than twenty (20) sick leave days per year for absences due to illness or injury of a child to the extent provided in Minnesota Statutes, Section 181.9413. Such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the teacher who is not a member of the bargaining unit.

2. **"Family"** shall constitute members of the immediate family of an employee, spouse, or registered domestic partner and for purposes of this regulation shall include parent, mother-in-law, father-in-law, stepparent, sibling, spouse, adult child, grandparent, and grandchild. This shall also apply to foster relationships of the above listed categories. A "registered domestic partner" shall mean an individual who has been registered through the employee's political subdivision of residence as a domestic partner of an employee of the District.

F. ***Jury Duty***

1. When a teacher is selected for jury duty, upon notification to their supervisor, they shall be released from their regular assignment for such duty. The teacher, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the teacher shall make a request of the court for release from that assignment prior to being placed on such jury.
2. The teacher will receive their regular contractual salary while on jury duty; however, their jury per diem pay excluding mileage and expense money received by the teacher is to be surrendered to the School District.

G. Eligible employees under Paragraphs C., D., E., and F. of this Article shall be those paid for one-half (1/2) time or more. Employees paid for less than full time shall accumulate and use sick leave on a pro-rata basis.

ARTICLE VIII
Teacher Personnel Files

A teacher shall have the right to inspect and to obtain copies at their expense of all evaluations and files within the School District and maintained at the Administration Building or local school office relating to the individual teacher as provided by Minnesota Statutes, 122A.41, Subd. 15 and to submit for inclusion in the file written information in response to any such material.

A. Identification or written authorization shall be required before access is given to any file.
B. All evaluations of a teacher shall be reviewed with him/her by their Principal prior to filing. The teacher shall be requested to sign the evaluation to indicate that they has reviewed the same, and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each teacher so evaluated shall be informed.
C. Official grievances filed by any teacher under the grievance procedure shall not be placed in the personnel file of the teacher nor shall such a grievance become a part of any other file or record utilized in personnel assignments; nor shall it be used in any recommendations for personnel assignment.
D. All materials received for inclusion in a personnel file shall be stamped with date received for filing.
E. An employee shall be notified whenever derogatory material, which does not contain their signature, is entered into the personnel file.
F. Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department is provided information or inspects that file. It shall have space for the date, name, and reason for inspection.

ARTICLE IX
Health Care Savings Plan (HCSP)

A. To be eligible to receive the Health Care Savings Plan (HCSP) benefits through the Minnesota State Retirement System (MSRS), a teacher (employee) must be immediately eligible for a Minnesota pension plan at separation of service and have fifteen (15) years of total service to the School District.
B. Employees shall be granted ten (10) days of sick leave per year, which may accumulate. Up to one hundred eighty (180) days of accumulated sick leave may be used for Plan purposes.
C. The daily rate of pay (DRP) shall be the basic daily rate at the time of termination (including longevity step) not including additional compensation for extra-curricular, extended employment or other additional compensation. The daily rate of pay will be determined by dividing the teacher's annual salary, plus longevity by 190 days. An employee must work until the end of the first semester in a school year to qualify for the daily rate of pay in that year, if not, the daily rate of pay shall be the rate of the prior contract year. The Superintendent may, at their discretion, make exception to these waiting periods. If termination occurs after service to the District ceases, the basic daily rate of pay shall be the rate of the last day of service, which follows eighty nine (89) calendar days of continuous service.
D. Determination of the first HCSP amount: Up to one hundred (100) days of accumulated sick leave x daily rate of pay at retirement shall be contributed to the HCSP as outlined in Section J below. Any accumulated sick leave days remaining, beyond one hundred (100) days will be used in Section E below.
E. Calculation of employee's second HCSP amount: The amount contributed by the District to the employee's account shall be determined as follows. Each employee will be credited one (1) day for each year of service to the District. This total will be multiplied using a multiplier determined from the chart below. Formula days referred to in the chart shall be equal to the number of accumulated sick leave days at retirement. The number of days derived (1 day/year of service x multiplier) shall be added to any sick leave days remaining after subtraction of days determined in Paragraph D. placed in the HCSP The total will be multiplied by the employee's daily rate of pay and will be deposited in the employee's HCSP as outlined in Section J below.

HCSP Account Formula Multiplier Chart	
(Accumulated Sick Leave Days = Formula Days)	
Formula Days	**Multiplier**
150 to 180	3.35
125 to 149	3.25
100 to 124	3.15
75 to 99	3.05
50 to 74	2.95
25 to 49	2.85
0 to 24	2.75

F. Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or the Addendum, if applicable.

G. The employee must give written notice of resignation/retirement of employment to Human Resources prior to February 1 if not returning for the following school year, or three (3) months prior to resignation/retirement if during the school year, whichever occurs earlier, except in cases of emergency involving serious illness or other justifiable cause, an employee may terminate employment after such time limits with the approval of the Superintendent and may receive benefits under the HCSP. Written notice of resignation/retirement received after February 1 for the following school year will result in a one year deferment of the District contribution as stated in paragraph J. The District will allow an employee to remain in their current position if they rescind their resignation/retirement prior to April 1 of that year. Otherwise, the employee may apply for internal postings.

(In order for the one year deferment to become effective, the district must inform members via email of the February 1st deadline a minimum of 3 times prior to the 1st of the month beginning in November. Included in these email reminders shall be the deadline to receive an accurate HCSP estimate at least one month prior to the February 1st deadline. The one-year deferment set forth above will not apply under circumstances in which an employee submits a timely request for a HCSP estimate by the deadline established by the District and does not receive the requested HCSP estimate by January 1.)

H. To be eligible for benefits under the HCSP or the Addendum, if applicable, the employee must retire with an effective date the last day of a semester or another date with prior approval of the Superintendent.

I. If a retiring teacher meets the criteria of exemption from the HCSP according to Minnesota State Retirement System (MSRS) guidelines, the amount of the HCSP payment calculated in Article IX of the Collective Bargaining Agreement, shall be placed into a 403(b) account of the retiring teacher's choice of the allowed District vendors. The decision of the Minnesota State Retirement System (MSRS) shall not be grievable under the Collective Bargaining Agreement grievance process. The payments will be made in the same time line as defined in Section J below.

J. Payments made for the amount calculated in Section D and Section E above shall be as follows: One-third (1/3) at the time of retirement, one-third (1/3) one (1) year after the first payment and the final one-third (1/3) two (2) years after the first payment. If the individual is taking family insurance and one-third (1/3) of the amount is less than the yearly family premium, the deposit will be the amount of a yearly family premium. If a retired teacher dies before all or a portion of the benefit has been distributed, the balance due must be paid to the deceased's estate. At no time will the sum of the payments be greater than the sum of the amounts in Section D and Section E.

ADDENDUM TO ARTICLE IX
Health Care Savings Plan (HCSP)

A. Due to IRS regulations in effect at this time, the Memorandum of Understanding governing Article IX, HCSP, does not contain a 403(b) match provision. In the event that the IRS rules that a non-taxable benefit can retain its non-taxable designation when offset by a taxable benefit option, employees may choose to have their HCSP contributions reduced by contributions to their 403(b) plan pensions in the manner described below. In no event, however, will the provisions in this Addendum take effect before the effective date of the MOU, which is June 15, 2002.

1. Beginning the next calendar year following the completion of fifteen (15) years of service to the School District, an employee may elect annually to participate in a 403(b) match program. An employee may exchange up to one hundred (100) days of sick leave balance with employer match. The number of days exchanged and matched will be determined by the following schedule. To be eligible to participate in the match program the employee must have at least forty (40) days of accumulated sick leave immediately following that year's sick leave allocation. Should the employee have less than forty (40) days of accumulated sick leave, the employee will have to delay participation until this level is reached. To participate the employee must match the value of the days contributed.
2. Sick leave days which are matched will be deducted from: a. the portion of the one hundred (100) days to be contributed to the HCSP at the time of retirement, b. the maximum accumulation for determination of benefits, and c. the employee's total sick leave accumulation to date.
3. Match calculations shall be determined as follows: Members electing to participate in the match for a given year will do so according to the schedule with the amounts determined by years of service. Failure to participate in a given year will not cause the member to forfeit future participation. Those desiring to participate in the match will notify the District during open enrollment. Should the member's match calculation exceed the amount allowed by State law, the excess amount of District contribution will be credited to the individual to be taken in cash on the second pay period of the calendar year. In the event that a negotiated contract settlement is reached after the expiration of the current contract period, any amount due the employee as a result of an increase in salary as a part of the District match contribution will be paid in cash the second payday following acceptance of the new contract.

Years of Service	Days Matched At Daily Rate of Pay	Days Traded For Matched Days
16	3.75	7
17	4.00	7
18	4.25	7
19	4.50	7
20	4.75	7
21	5.00	7
22	5.25	7
23	5.50	7
24	5.75	7
25	6.00	7
26	6.25	7
27	6.50	7
28+	6.75	7

After exchanging ninety-eight (98) days of accumulated sick leave, the remaining two (2) days of sick leave available for exchange will be multiplied by 1.93 times daily rate of pay, to determine the match

amount in the final year.

In no event may an employee trade more than one hundred (100) days of sick leave for purpose of the 403(b) match program.

The following Paragraph B. will replace Paragraph E. in the new Article IX language:

B. Calculation of employee's HCSP Account: The amount contributed by the District to the employee's account shall be determined as follows. Each employee will be credited one day for each year of service to the District. This total will be multiplied using a multiplier determined from the chart below. Formula days referred to in the chart shall be equal to the number of accumulated sick leave days plus traded match days. The number of days derived (1 day/year of service x multiplier) shall be added to any sick leave days remaining after subtraction of days determined in paragraph D. placed in the HCSP. The total will be multiplied by the employee's daily rate of pay and will be credited to the employee's HCSP Account.

HCSP Account Formula Multiplier Chart	
(Accumulated Sick Leave Days + Traded Match Days = Formula Days)	
Formula Days	**Multiplier**
150 to 180	3.35
125 to 149	3.25
100 to 124	3.15
75 to 99	3.05
50 to 74	2.95
25 to 49	2.85
0 to 24	2.75

ARTICLE X
Teacher Workday

High School Teacher Workday:

1. This language will apply to high schools consisting of grades 9, 10, 11 and 12. (Duluth East and Duluth Denfeld)
2. The high school teacher workday will be an eight (8) hour day, which may begin from 7:00 a.m. to 7:45 a.m. The usual starting time shall be 7:45 a.m. however, individual teachers and the building Principal may mutually agree upon starting times other than 7:45 a.m. The normal end of the teacher workday will be 3:45 p.m. or as determined in light of mutually agreed upon start times.
3. Teachers shall be entitled to a half-hour (1/2) duty free lunch period exclusive of passing times and a class period of duty free preparation time.
4. High School Teacher Day:
   a. The high school teacher workday shall consist of seven (7) academic class periods. A teacher may be assigned an average daily assignment not to two hundred forty (240) minutes of academic class time exclusive of passing times. A teacher shall not be assigned more than five (5) academic classes. All full time teachers will receive at least one (1) class period of duty free preparation time during the student day. (However-see Article XXI C.1)
   b. Non-academic assignments:
   A full-time teacher may be assigned a non-preparatory sixth assignment (study hall, lunchroom supervision, hall duty, in-school suspension supervision or other assignment mutually agreed upon by the teacher and the principal) for one class period equivalent to one semester only. Sixth assignments shall not be assigned to special education teachers as it infringes upon due process

time in their day, part time teachers, traveling teachers, or teachers on a 1/6 overload.. In addition, teachers shall participate in a Professional Learning Community (PLC) for one period per week prior to the student day. In accordance with the Teacher Development and Teacher Evaluation Plan (TDE) the PLC shall be teacher driven. In addition, up to two (2) additional PLCs per month, not to exceed eighteen (18) a year, may be scheduled. The additional two (2) PLC meetings may be guided by the administration. Teachers may also be asked to attend up to fifty (50) minutes of staff meeting time per month during the period prior to the student day.
Part time teachers: Through mutual agreement between the teacher and administration, part time teachers will paid pro-rata compensation for their PLC time depending what the teacher's individual schedule will allow. Otherwise PLC's are not required.

5. During the remaining teacher time at the high schools, the teacher shall be in the school and available to their students for student requested assistance, and available to the Principal in case of operational emergencies.
6. The school Principal may request and the individual teacher may agree to supervise students prior to commencement or immediately following the regular school day provided such time shall be included in the teacher's eight (8) hour day and the teachers eight (8) hour day shall be adjusted accordingly.
7. Items not addressed in the High School Teacher Workday shall be subject to the provisions in Article X that apply to secondary teachers, contained in the currently applicable teachers' collective bargaining agreement.

Middle School Teacher Workday:

1. This language will apply to middle schools consisting of grades 6, 7 and 8. (Lincoln Park and Ordean East)
2. The middle school teacher workday will be an eight (8) hour day, which may begin from 7:00 a.m. to 7:45 a.m. The usual starting time shall be 7:45 a.m. however, individual teachers and the building Principal may mutually agree upon starting times other than 7:45 a.m. The normal end of the teacher workday will be 3:45 p.m. or as determined in light of mutually agreed upon start times.
3. Teachers shall be entitled to a half-hour (1/2) duty free lunch period exclusive of passing times and a class period of duty free preparation time.
4. Middle School Teacher Day:
   a. The middle school teacher workday shall consist of seven (7) academic class periods. A teacher shall not be assigned more than five (5) academic classes. All full time teachers will receive at least one (1) class period of duty free preparation time. All full-time teachers will receive at least one (1) class period teaming preparation. Special Education teachers will not be required to have a teaming prep as they have due process time. If a teacher covers a class for a colleague on a day in which block scheduled are in effect, they will receive the equivalent to one and a half (1 ½) overload pay.
   b. Non-academic assignments:
   The non-academic assignments in Article X - I A. 1. a. are no longer assignable. Instead if teacher has a preparation period during the student day their non-academic assignment shall be a Professional Learning Community (PLC) for one period per week prior to the student day. In accordance with the Teacher Development and Teacher Evaluation Plan (TDE) the PLC shall be teacher driven. In addition, up to two additional PLCs per month, not to exceed eighteen (18) a year may be scheduled. The additional two (2) PLC meetings may be guided by the administration. Teachers may also be asked to attend one (1) staff meeting per month during the period prior to the student day. Teachers may also be asked to attend one teaming meeting per week prior to the student day. Meetings during the period before the student day beyond required PLC's ,staff meetings and teaming meetings shall not be required.

Part time teachers: Through mutual agreement between the teacher and administration, part time teachers PLC time will be created by coverage and/or pro-rata compensation depending what the teacher's individual schedule will allow. Otherwise PLC's are voluntary.

c. Advisory Period:
All full time certified staff may be assigned an advisory period up to two (2) times er week. The advisory period shall be held on days when block scheduling occurs and shall not exceed 64 minutes in total. Part time teachers: If a teacher is .8 FTE or .9 FTE they may be assigned an advisory period. Teachers who are .7 FTE or less shall not be assigned an advisory unless there is mutual agreement between the teacher and administration. All part time teachers will be paid pro-rata compensation if the advisory period is in addition to what the teacher's individual schedule will allow.

d. Flex/Intervention: All full-time certified staff mya be assigned a flex/intervention period up to two times per week. The flex/intervention period shall be held on days when block scheduling occurs and shall not exceed 78 minutes per week in total.

e. Part-time teachers: If a teacher is .8 FTE or .9 FTE they may be assigned a flex/intervention period. Teachers who are .7 FTE or less shall not be assigned a flex/intervention period unless there is mutual agreement between the teacher and administration. All part time teachers will be paid pro-rata compensation if the flex/intervention period is in addition to what the teacher's individual schedule will allow.

f. A minimum of twenty-five (25) minutes of after school student programming time will occur after the student day and during the teacher workday. It is understood that teachers will be available for students after the student contact day. (i.e., homework help, IEP meetings, etc.) Also, it is understood that the teacher may accept reasonable responsibilities mutually agreed to by the teacher and administration related to middle school program activities. (i.e., Excel, academic clubs, intramural programs, coaching etc.)

g. Any or all of the periods of academic assignments may be utilized by administration for assignment of the teacher to supervise various school related non-academic activities.

5. During the remaining teacher time at the middle schools, the teacher shall be in the school and available to their students for student requested assistance, and available to the Principal in case of operational emergencies.
6. It is understood that middle school teachers will accept reasonable responsibilities in connection with those types of co-curricular activities occurring after the teacher's workday, which are presently conducted.
7. The school Principal may request and the individual teacher may agree to supervise students prior to commencement or immediately following the regular school day provided such time shall be included in the teacher's eight (8) hour day and the teachers eight (8) hour day shall be adjusted accordingly.
8. Items not addressed in the Middle School Teacher Workday shall revert to the provisions in Article X that apply to secondary teachers, contained in the teachers' collective bargaining agreement.

Residential Teacher Workday:

1. This Language will apply to the following Residential and Day Treatment sites: Chester Creek Academy, Merritt Creek Academy, Woodland Hills Academy, Arrowhead Academy, Superior Academy, Bethany
2. All Residential Teachers shall be entitled to a half-hour (1/2) duty free lunch period exclusive of passing times and a class period of duty free preparation time.
3. Residential Secondary Workday
   a. Work Day:
   The Residential and Day Treatment teacher workday will be an eight (8) hour day, which may begin from 7:00 AM to 7:45 AM. The normal end time of the teacher work day will be from 3:00 PM - 3:45 PM or as determined in light of mutually agreed upon start times.
   b. Academic Assignment:

The Residential teacher workday shall consist of six (6) academic class periods. A teacher may be assigned an average daily assignment not to exceed two hundred seventy (270) minutes of academic exclusive of passing times. A teacher shall not be assigned more than five (5) academic classes. All full-time teachers will receive at least one class period of duty-free preparation time per day. *including teachers of "hospitalization settings" or "short-term settings"

c. Non-Academic Assignments:
A teacher's non-academic assignment shall be a Professional Learning Community (PLC) for one period per week. Teachers may also be asked to attend one (1) staff meeting per month. The non-academic assignments in Article X-IA. 1. a. are no longer assignable. Instead, if teachers have a preparation period during the student day their non-academic assignment shall be a Professional Learning Community (PLC) for one period per week.
Through mutual agreement between the teacher and administration, part time teachers PLC time will be created by coverage and/or pro-rata compensation depending what the teacher's individual schedule will allow.

d. Home Room Period:
The Residential and Day Treatment home room period shall be a maximum of 25 minutes within the student day. This is considered a non-preparation assignment; i.e., the teacher will not be expected to prepare any material or presentation.
All full-time certified staff may be assigned an advisory period or an intervention period. Teachers whose assignment is at more than one site (within one contract day) shall not be assigned an advisory period in order to provide for travel time.

e. Special Education Teacher Due Process Time follows the terms and conditions of Article X contained in the currently applicable teachers' collective bargaining agreement.

4. Residential Elementary Teacher Day
The details of the elementary school day are as follows:
   a. The period of work for the elementary teacher may begin as early as 7:30 a.m. or as late as 8:15 a.m. The starting time shall be determined within these limits by the administration.
   b. All elementary teachers shall receive a 55 minute, uninterrupted prep period.
   c. Every elementary teacher shall have a maximum of 5.5 hours of instructional class time per teaching day.
   d. Teacher meetings called by the administration that would occur during the usual preparation period shall be held to a minimum, not to exceed two (2) per month.
5. Residential and Day Treatment teachers will not be available to students before or after school in order to create PLC and Due Process time.
6. During the remaining teacher time at the residential sites, the teacher shall be in the school and available to their students for student requested assistance, and available to the Principal in case of operational emergencies.
7. Items not addressed in the Residential Teacher Workday shall be subject to the provisions in Article X that apply to secondary teachers, contained in the currently applicable teachers' collective bargaining agreement.

AEO Academic Excellence Online (AEO) / Area Learning Center (ALC)Teacher Work Day/Week:
Full-time AEO/ALC positions:
The schedule is as follows:

1. The work week shall be a four (4) day week, Monday through Thursday.
2. The typical teacher work day shall be 8:00 a.m. to 6:00 p.m. and shall include (1) class period of duty-free preparation time and thirty (30) minutes of duty free lunch time.
3. The maximum length of the teacher work week shall be forty (40) hours.

4. Variation from the normal AEO/ALC teacher work day or work week may be made by mutual consent of the teacher and the building administrator.
5. Duties may not be scheduled on holidays or recess days.
6. Licensed teaching positions are TOSA
7. A teacher workday may be a digital learning or a combination of digital learning and the ALC seat based program.
8. Each seat based ALC class shall be considered a .2 FTE.

Digital Learning student enrollment consists of students enrolled in courses at Academic Excellence Online (AEO) and Area Learning Center (ALC) Credit recovery and independent Study. A teacher's workload shall follow state online guidelines limiting the number of students per section. A teacher teaching 3+ digital classes (majority of their assignment being digital) shall not have a total student roster exceeding 200 active students at any one time. This roster shall include students in additional classes taught such as seat-based, independent study, and credit recovery assignments. As a TOSA the number of preparations shall be considered but not limited to the Article X limits. Upon mutual agreement by the principal and teacher, the above limits may be adjusted and other duties may be considered to equate or adjust staffing percentage.

As part of a teacher's assignment at Academic Excellence Online (AEO) and Area Learning Center (ALC) administration may assign AEO, Credit Recovery and Independent Study support at another district site. Every period assigned at another site within the student day shall equate to .2 FTE of their assignment. If assigned the extended day period before school (Zero Hour), it shall also equate to .2 FTE of their assignment. If assigned the extended day period after school (3:45-5:00), it shall equate to .2 FTE of their assignment as well. This support will follow the AEO/ALC work week schedule of Monday through Thursday, A teacher will not be required to travel more than once per day and a minimum of 30 minutes will be allowed to travel between sites.

ALC/AEO staff meetings shall be scheduled as needed as mutually agreed upon by staff and ALC/AEO principal.

Part time AEO/ALC Teachers (including ones who travel between buildings as well as hourly teachers.)

1. Each seat based ALC class shall be considered a .2 FTE including the extra or 5th period per week. (This extra or 5th period is assignable by administration to facilitate non-academic responsibilities or other duties as required).
2. Digital learning responsibilities for part-time teachers shall be staffed at a .2 for every 40 students according to State Statute.
3. A part time teacher workday may be all digital learning or a combination of digital learning and the ALC seat based program.
4. If a part time teacher's digital learning responsibilities involve online (AEO) and/or extended day programing (i.e., credit recovery and/or independent study) they will be responsible to maintain office hours for student support during designated extended day support times that occur outside the seat-based student day. Each .1 or tenth of the AEO/ALC assignment will result in one office hour. (i.e., a .4 FTE = 4 office hours per week).
5. Hourly AEO/ALC Teachers whose total assignment is less than .5 will be paid at their pro rata hourly rate.

AEO Course Creation

A mutual agreement of time during the workday between administration and teaching staff could be made in lieu of payment for approved course creation. If approved course creation occurs outside the teacher workday the teacher will be paid based on the following stipend guidelines

once the course is completed and meets MDE, NCAA and district standards and requirements. Courses built for AEO will be compensated at a rate not to exceed $2,500 per semester course and not to exceed $5,000 per year long course.

Courses must be pre-approved by April 1st of the previous year to be built the following calendar year by mutual agreement of the teacher, principal, and curriculum coordinator All courses are ISD 709 property.

Digital courses that do not have existing MDE, NCAA, or district curriculum standards and requirements, which are built outside of the teacher workday, shall be compensated the current curriculum writing hourly rate. The maximum number of hours allotted for course creation shall be pre-approved by April 1st of the previous year with the intent that the course will be built the following calendar year. This approval shall be by mutual agreement of the teacher, principal, and curriculum coordinator. All courses are property of ISD 709.

1. Elementary Teacher Workday: This language will apply to Elementary schools.
2. The period of work for the elementary school teacher may begin as early as 7:15 am or as late as 8:15 am. The starting time shall be determined within these limits by the administration. The elementary teacher's workday will be an eight (8) hour day.
3. All elementary teachers shall receive a one-half (½) hour duty free lunch period, except in those programs now established (Head Start and Special Education classes) where educational experiences are performed with the teacher-student lunch relationship. In those cases, the lunch period shall be considered a part of the teacher's assigned pupil contact time. Elementary teachers shall not be assigned lunchroom duties except in an emergency.
4. Elementary teachers shall not be assigned playground supervision outside of the school building except in those programs now established where educational experiences are performed with the teacher-student relationship. In those cases, the playground supervision shall be considered a part of the teacher's assigned pupil contact time.
5. Every elementary teacher shall have a maximum of 5 1/4 hours (315 minutes) of instructional class time per teaching day inclusive of the time in which the students are entering the classroom.
6. All teachers will have a 45-minute preparation period during the student day which includes the time for teachers to drop off and pick up students.
7. Three days a week, elementary teachers shall have a minimum of 45 minutes of preparation time during the period after students have been dismissed from school. The 45 minutes of preparatory time will be the last 45 minutes of the teacher contract day. Teachers shall be allowed to have preparatory time in their assigned teaching space free of students.
8. PLCs are to take place for 45 minutes, one day a week during the time after students have been dismissed. In accordance with the Teacher Development and Teacher Evaluation Plan(TDE), these PLCs shall be teacher driven. Up to two (2) additional PLCs per month, not to exceed eighteen (18) a year, may be scheduled. The additional two (2) PLC meetings may be guided by the administration. The designated PLC days will remain the same each week, even when those days land on non-contracted days.
9. Teacher meetings called by the administration that would occur during the time after students have been dismissed, shall be held to a minimum, not to exceed one (1) per month.
10. All other meetings such as, but not limited to, IEP meetings, data review meetings, and student support team meetings may be held one (1) time a month. Teachers participating in more than one (1) of these meetings a month during their after school preparatory time, are entitled to a ⅙ overload pay for each additional meeting. Teachers who are not part of team meetings may use this time for preparation. Special education teachers conducting IEP meetings will not count these towards the maximum of two per month.

11. Assignable time duties will be determined by the building administrator. In the case of an emergency, assignable time may be given to any teacher. Assignable time for the efficient operation of the school shall follow the following schedule:
12. Special education teachers - will not be given assignable time.
13. Classroom teachers - up to fifteen (15) minutes a day overseeing the dismissal of their assigned students.
14. Media specialists - up to 30 minutes a day to manage library collections.
15. All other teachers - up to 30 minutes a day
16. Non-Classroom teachers, excluding Special Education teachers, may have up to 30 minutes of assignable time each day for the efficient operation of the school. Classroom teachers' assignable time will be up to fifteen (15) minutes overseeing the dismissal of their assigned students. Classroom teachers and special education teachers shall not be assigned other duties for the efficient operation of the school except in emergencies.
17. Elementary specialists (Physical Education, Media, Art, and Music) shall not be assigned to more than six (6) forty-five (45) minute classes per day and a minimum of five minutes of passing time between classes.
18. Special Education teacher's due process time and prep time may be interchanged at the discretion of each special education teacher.
19. Classes of same grade students will not be divided or combined for Art, Music, Media or Physical Education specialists without mutual agreement and a 1/6th overload would be paid for that class.
20. In those elementary schools, which have regular education split grades in grades Kindergarten through fifth, the teacher who has a split grade class for the school year will receive $7,000 additional salary. Payment to be made half in January and half in May or paid over the year.
21. No less than forty-five (45) minutes will be given for a teacher to travel from one building to another during the student day. The forty five (45) minutes begins five (5) minutes after the last instructional session concludes and ends with the beginning of the next instructional session.
22. If a teacher loses their preparatory time on a day in which they travel during the student contact day, they will be compensated with a 1/6th overload.

Items not addressed above shall be subject to the following:

Secondary School Day

Because the single salary schedule is predicated on the principle of equal pay for equal work, the teacher's workday in both the elementary and secondary schools shall be of uniform length.

A. ***Secondary School Day:*** The usual or typical secondary workday is from 7:45 a.m. to 3:45 p.m., except at Ordean-East and Lincoln Park where the workday shall be from 7:30 a.m. to 3:30 p.m. During this period, the teacher shall be entitled to a half-hour duty-free lunch period and approximately one (1) hour of preparation time. The secondary school day shall follow one of the following plans:
    1. Seven (7) Period Day
        a. The teacher may be assigned a maximum of five (5) academic classes, a normal length class period of duty-free preparation time, plus a study hall, lunchroom supervision, hall duty, student council, student assistance program, in-school suspension supervision or other assignment mutually agreed upon by the teacher and the Principal. Effective July 1, 1988, hall duty would be assigned only by mutual agreement of the teacher and the Principal. Prior to the school year, teachers will be asked to volunteer for lunchroom supervision. If there are not sufficient volunteers the Principal may assign teachers. No teacher will be assigned to lunchroom supervision for more than one (1) semester per school year; a second semester may be assigned by mutual agreement. The number of students in any study hall shall be determined by the administration.
        b. They would also be responsible for a brief attendance period if so assigned by the Principal of up to eleven (11) minutes.

c. Any or all of the five (5) hours of academic assignment may be utilized by the Principal for assignment of the teacher to supervise various school-related non-academic activities.
d. No teacher shall be assigned more than thirty (30) minutes lunchroom supervision without their consent.
e. Six (6) Period Student Day/Common Preparation Period Option: At the high school level, if the School District decides to establish a six (6) period student day, the School District may assign a common preparation period immediately before students are scheduled to arrive at school in the morning or after students are scheduled to depart school in the afternoon. The time from 7:45 a.m. to 8:02 a.m. and from 3:24 p.m. to 3:45 p.m. shall not be counted toward this preparation time.

2. During the remaining teacher time in any secondary school, the teacher shall be in the school and available to their students for student requested assistance; and available to the Principal in case of operational emergencies. This provision to apply to all secondary schools.
3. It is understood that the teacher will accept reasonable responsibilities in connection with those types of co-curricular activities occurring after the regular school day, which are presently conducted.
4. The school Principal may request and the individual teacher may agree to supervise students prior to commencement of or immediately following the regular school day, provided such time shall be included in the teacher's eight (8) hour day and the teacher's eight (8) hour day shall be adjusted accordingly.

B. ***Elementary School Day.*** The details of the elementary school day are as follows:

1. The period of work for the elementary teacher may begin as early as 7:30 a.m. or as late as 8:15 a.m. The starting time shall be determined within these limits by the administration.
2. All elementary teachers shall receive a one-half (1/2) hour duty-free lunch period, except in those programs now established (Head Start and Special Education classes) where educational experiences are performed with the teacher-student lunch relationship. In those cases, the lunch period shall be considered a part of the teacher's assigned pupil contact time. Elementary teachers shall not be assigned lunchroom duties except in emergency.

    a. Elementary teachers shall not be assigned playground supervision outside the school building except in those programs now established where educational experience are performed with the teacher-student relationship. In those cases, the playground supervision shall be considered a part of the teacher's assigned pupil contact time.

3. Every elementary teacher shall have a maximum of 5 1/2 hours of instructional class time per teaching day.
4. Each teacher shall have a minimum of fifty-five (55) continuous minutes of duty-free preparation time without students each day.
5. Each teacher may have up to fifty-five (55) minutes of time assignable to functions necessary for efficient operation of the school. Of the fifty-five (55) minutes, fifteen (15) minutes will usually be in the classroom prior to opening the morning session and fifteen (15) minutes prior to the opening of the afternoon session. The requirement that a teacher be in the classroom fifteen (15) minutes prior to the opening of the afternoon session will be waived in those situations where a teacher does not have more than a half (1/2) hour lunch period.
6. Teacher meetings called by the administration that would occur during the usual preparation period shall be held to a minimum, not to exceed two (2) per month. The administration may, when necessary, call meetings, which extend beyond the school days with the concurrence of a simple majority of those present at the meeting.
7. In those elementary schools, which have regular education split grades in grades one through six, the teacher who has a split grade class for the school year will receive $7,000 additional salary. Payment to be made half in January and half in May or paid over the year.

Other Provisions

A. By mutual agreement between the teacher and Principal, a teacher in a secondary school may exceed the usual instructional hour load provided in Paragraph I of the Article; e.g., six (6) art classes. Provided such assignments are offered and accepted, the teacher shall be additionally compensated based on the following formula:

   (Hourly Instructional Load Per)
   (1/6 Teacher's Basic Annual Salary X Week In Excess of 25 Hours)/5

B. The basic hours worked per week by Special Education, Home Based, Head Start and Early Childhood teachers employed in excess of fourteen (14), but less than forty (40) hours per week may be increased, with the agreement of the teacher, not to exceed forty (40) hours per week on an assignment basis. Teachers working between fourteen (14) and twenty (20) hours shall be given first consideration in being offered any increased hours available where scheduling, programs, and economic considerations permit. Upon completion of such assignment(s), the teachers' hours worked per week shall revert back to the original or basic hours of assignment. Such additional hours shall be assigned according to the following guidelines:
   1. Hours of employment shall be performed during the regular workweek and workday.
   2. Basic hours of assignment per week shall be set at the beginning of each school year. (Such hours of assignment shall not be less than the basic hours of assignment established the previous year, except as provided otherwise in this Agreement or by law.)

C. When mutually agreed to by the teacher and the supervisor, the following positions may have flexible scheduling, Parenting Program, Teacher Specialist, Early Childhood Program, and Staff Developers according to the following guidelines:
   1. The workweek shall begin on Monday and end on Friday.
   2. The assignment will not usually exceed the equivalent of forty (40) hours in any one (1) week.
   3. The assignment will not usually exceed eight (8) hours in any one day.
   4. The assigned time will not be on holidays or recess days as provided in Exhibit "C".
   5. Staff may exceed the daily assignment guidelines in item 3. above in order to attend regional in-service meetings provided compensatory time off is taken on a non-instructional (training) day within the same school year.

D. The following positions may have flexible work schedules according to the following guidelines (Arrowhead Academy):
   1. A teacher requested and agreeing to teach beyond the school calendar may contract for service and shall be compensated on a pro-rata basis for such service.
   2. The workweek will begin on Monday and end on Friday.
   3. The assignment will not exceed the equivalent of forty (40) hours in any one (1) week.
   4. The assignment will not exceed eight (8) hours in any one day.
   5. A mutual agreement between the staff members and the supervisor will be worked out so that coverage is maintained for all periods of recess time except a legal holiday.
   6. Up to four (4) workdays per school year involving staff associated with parent/teacher conferences may be modified according to the following guidelines:
      i. That the staff and the building administrator mutually agree to a modified workday.
      ii. The workweek shall begin on Monday and end on Friday.
      iii. The assigned time will not be on holidays or recess days as provided in Exhibit "C".

E. All special education teachers will have time available within the contract day to enable them to meet the requirements of due process and IEP development.
   1. The teacher shall first use conference time for all due process, IEP, and other staffing not held during the teacher’s contract day. Once the conference days have been used, the teacher shall be compensated pro-rata for such time.

2. All full-time special education staff will have the following minutes per week for due process requirements:
    i. One hundred twenty five (125) minutes per week: Teachers in settings III and above or self-contained, D/HH teachers, ECSE teachers (birth through two years), psychologists and social workers.
    ii. One hundred seventy five (175) minutes per week: POHL, OT, PT, DAPE (average caseloads of 27-40, but no case manager responsibilities); ECSE 3-6 years (average caseloads of 11-20 plus case manager responsibilities 9 to 16)
    iii. Two hundred fifty (250) minutes per week: Speech/language pathologists (direct service provision ranging from 37-58 students plus case manager responsibilities ranging from 10-33 cases). Resources teachers (typical special education teachers).

F. Adult Basic Education & Area Learning Center (ALC):
1. Adult Basic Education and ALC programs serve non-traditional learners and are by State rule "year-round learning programs." Flexible scheduling for learners, including evening hours, is another State expectation. To meet these rules, teachers may have flexible work schedules during the year and may be requested to teach beyond the regular school year to maintain continuity of service to learners. These guidelines will be followed:
    a. Regular school year:
        i. The workweek will begin on Monday and end on Friday.
        ii. The assignment shall not exceed forty (40) hours per week.
        iii. The workday will begin no earlier than 7:30 a.m. and end no later than 9:00 p.m.
        iv. The assignment shall not exceed eight (8) hours a day unless mutually agreed upon by teacher and supervisor.
        v. The assigned time shall not be on holidays or recess days.
    b. Extended year:
        i. Teacher workdays during the summer session will not exceed eight (8) weeks.
        ii. The workweek will begin no earlier than Monday and end no later than Thursday.
        iii. Hours per week will range from five (5) to twenty five (25) except as otherwise agreed between supervisor and teacher.
        iv. A schedule for this teaching shall be set by agreement with the supervisor, and ABE and ALC contract teachers shall be compensated on a pro-rata basis.
        v. At the Habitat site, to accommodate childcare schedules, the program may be open five (5) days/week for up to seven (7) weeks, with a thirty five (35) hour workweek.

G. Specialist's assignment and school day. The following govern the assignment and teaching load of teachers assigned as elementary specialists/district wide.
1. An elementary specialist is defined as a teacher in a specialty area (i.e., PE, Music, Art, and Media) for grades K-5.
2. Specialists will function within the guidelines of the elementary day contract language (Article X.B.).
3. Specialists are entitled to preparation time, lunchtime, and mileage reimbursement according to the elementary contract language. Travel time within the contact day will reduce assignable time.
4. Full-time specialists assigned to an early start school day and late start school day or to late start school day and an early start school day on the same day, will end their working day eight (8) hours from their start time.

H. The District and the Union recognize the necessity to develop innovative programs for the benefit of students. Programs with deviations from the contractual workday or school day may take place under the following conditions:
1. A plan for deviation has been developed by:
    a. A committee consisting of teachers and administrator at a building; or

b. A plan for deviation has been developed by a committee established by the School District and the D.F.T. to create an innovative program. This committee must have representation determined by the D.F.T. and administration.

2. Once a plan for deviation has been developed, it must be submitted to the Quality Steering Committee which will make recommendation to the School Board and the D.F.T. Executive Board.
3. The proposal for change must be approved by the School Board and the D.F.T. Executive Board prior to implementation.
4. All deviations or changes will sunset at the completion of the school year unless a continuation is recommended by the Quality Steering Committee and approved by the D.F.T. and the School Board.

I. The above provisions are intended to outline the requirements necessary to provide a good educational program, and nothing shall preclude the right of an individual teacher to exercise their own judgment in exceeding the assignment hours established herein.

J. The District and the D.F.T. agree to meet and confer on issues related to the reporting and investigating of alleged assaults of teachers occurring while the teacher is performing their duties.

ARTICLE XI
Part-Time And Temporary Employees

A. Part-time/temporary employees under this Article are teachers whose services do not exceed the lesser of thirty-five percent (35%) of the normal workweek within the bargaining unit or fourteen (14) hours per week and those who hold positions of a temporary or seasonal character for a period not in excess of one hundred (100) working days in any calendar year. Furthermore, a temporary employee also includes a substitute teacher who is hired to replace an absent teacher where the substitute is employed more than thirty (30) working days as a replacement for that teacher except as otherwise provided in Article XX. A. 2.

B. All terms and conditions of employment (as defined in179A.03 for part-time and temporary employees except involving Grievance Procedures (Article III): Teachers Personnel Files (Article VIII); Payroll Deductions (Article XVI) and Paydays (Article XVII) shall be contained solely within this Article.

C. ***Terms and Conditions of Employment***

1. Part-time and temporary employees service shall be paid in accordance with the hourly rates specified in Article XX (Special Compensation Groups) of this Agreement.
2. Except as provided for long term substitute teachers in Article XX.A.2, part time and temporary employees shall not accrue seniority and have or establish any layoff or re-entry rights while employed as a part-time or temporary employee.
3. For the purpose of transfer and assignment, (including summer employment) part-time and temporary employees may apply for new or vacant positions; however, their applications shall be considered on the same basis as "applicants new to the system".
4. Except as it involves long-term substitute teachers [as provided in Article XX (Special Compensation Groups) A (2)] no fringe benefits are provided part-time or temporary employees. No leave benefits are provided except as required by law.

ARTICLE XII
Professional Development

Participation in the professional development program is a part of the requirements of the salary schedule. Regulations apply to all members of the bargaining unit under this Agreement.

A. The term, ***"Professional Development Period"***, is interpreted to mean the State licensure period for all teachers with the exception of those with life licenses. The professional development requirements shall be those listed by the Board of Teaching Rules and Regulations 8710.

B. A student teacher shall not be assigned to work with a teacher in the School District without the consent of the teacher.

C. Local Committee for Continuing Education and Re-licensure
   1. The teacher and School District recognize and will accept the official acts of the "Local Committees: Standard (Pre-K through grade 12 Secondary Vocational Post-Secondary Vocational)".
   2. In order to implement the Minnesota State Regulations for Renewal of Continuing Licenses:
      a. The Superintendent may grant one-half (1/2) day released time per month of the school year for purposes of the Renewal Committee.
      b. The Superintendent may provide space, secretarial help, necessary forms, record storage space and files necessary for the proper operation of this Committee.

ARTICLE XIII
Teacher Development Program

A. The Teacher Development Program supports professional growth. It offers an opportunity for certified staff to develop and deliver training for colleagues in content, instruction, assessment, technology, and leadership. This program has three (3) components:
   1. Training and development offerings:
      a. Content, instruction, assessment, technology, and leadership in-service offerings
      b. Staff publications
      c. Independent study
   2. Germane Schedule
   3. The "Teacher Development and Evaluation Plan"

Evaluation, assistance, and Peer review for licensed personnel are outlined on the Teacher Development and Evaluation Plan available on the district website.

The program will be structured in the following manner:
   1. Standing Committee
      a. A Standing Committee of teachers and administrators will be formed for the purpose of establishing the program, reviewing the budgets, and evaluating the progress of the program. This committee will have monthly meetings scheduled at the discretion of the Teacher Coordinator.

         The Standing Committee will consist of seven (7) permanent members. Prior to September 1 of each year, four (4) teachers and two (2) alternates who would serve only in the absence of a regular member shall be appointed by the Union. The teacher members shall notify the Union by June 1, if they do not wish to continue in such a position. One of these will be designated as Teacher Coordinator. The Superintendent and the D.F.T. President will jointly establish an interview team to recommend the Teacher Coordinator.

         The Administration will be represented on the Committee by three (3) administrators selected by the Superintendent.
      b. The duties of the Standing Committee will be as follows:
         i. Annually assess training needs and formulate direction of the program.
         ii. Coordinate and schedule teacher training and develop in-service offerings.
         iii. Establish operational rules and time schedules for all in-service training and develop in-service courses under this Article. Insofar as possible, such schedules shall be available in each building by October 1, of each year.
         iv. Develop in-service course application process.
         v. Identify, encourage, and approve training staff for in-service courses.
         vi. Provide resources and consultants as needed.
         vii. Monitor and evaluate courses.

viii. Publish and disseminate descriptive in-service course schedules.

NOTE: Five (5) of the seven (7) voting members must approve any proposed in-service course.

c. The Teacher Coordinator will:
   i. Chair all meetings of the Standing Committee
   ii. Direct all training and development offerings
   iii. Grant credits upon the recommendation of the trainers
   iv. Assure Germane Schedule annual review and communication to all certified staff
   v. Facilitate the development and implementation of the responsibilities as outlined in the "Teacher Development and Evaluation Plan."

B. Determination of Credits
   1. On-going and newly approved in-service courses:
      a. Ten (10) hours of Teacher Development Program in-service classroom training equals one (1) graduate credit for salary purposes.
      b. Maximum individual course credit equals six (6) credits per year.
      c. Credit granted upon full completion of course.
      d. Program Coordinator will have the discretion to determine the minimum number of participants.
      e. All participation will be voluntary and notices will be distributed to all staff members.
   2. Newly approved site sponsored courses:
      a. Must have pre-approval of Teacher Development Committee.
      b. Participation may be limited to site members.
      c. Sites will assume all financial costs associated with courses/in-services.
   3. Independent Study
      a. Application must be made thirty (30) days prior to the beginning of any Independent Study project. The applicant must give a description of the project, outline the objectives, and estimate the time involved along with the number of credits requested.
      b. The project must be applicable to the teacher's assignment and of a quality satisfactory to use in other classrooms in the School District.
      c. Credits will be granted upon completion of the project and review by the Committee. Maximum credit for Independent Study is three (3) graduate credits per project.
      d. Articles published in professional journals may be considered for Independent Study.

C. Granting Credits
   1. Number of credits granted to individual teacher:
      a. Maximum number per teacher per year equals six (6).
      b. Total maximum number per teacher for salary schedule equals twenty-one (21).
      c. Restrictions: M.A. degree or equivalency must be received or held to move beyond the B.A.+45 lane. Teachers hired on or after September 7, 1998, shall no longer have access to the M.A. Equivalent Lane of M.A.+15 or beyond.
   2. All credits must be earned prior to September 1 to receive salary credit for coming year.
   3. All licensed employees of the School District may apply for or request in-service training.

D. Budget for Fiscal Year

		2017-2018 & 2018-2019?
1.	Coordinator	1/6 Overload
2.	Secretary	
3.	In-service Training	16,010
4.	Supplies	1,200

E. Control of Funds
   1. The determination of the funds to be allocated to the Teacher Development Program will be made by the School Board. The committee will be authorized to make all expenditures within each budget classification.
   2. The Committee shall maintain minutes of its meetings with all approved courses and expenditures fully noted in the minutes.
   3. All requests for materials and equipment will follow the Board's established purchasing and payment procedures, even though the priorities for purchasing may be established by this Committee within its budget funds.

F. In the event that State or Federal funds or other local funds within School District budgeted for other in-service training activities of the School District become available for the purposes of this teacher development program under this Article, the School District may allot such funds or additional funds for the purposes of this Article. In which case the Union and School District shall mutually agree upon any additional credits to be allotted to the total credits provided in each year under this Article.

G. Germane Schedule: The Teacher Development Committee will review and update the Germane Schedule as necessary by May 1st of each year. The Committee will seek input from those they represent and Human Resources.

ARTICLE XIV
Scholarships

A. ***Scholarships***
   1. ***Applications*** by certified personnel for scholarships for each school year shall be submitted to the office of Human Resources by November 1, for scholarships to be used during the fall, winter, and spring; and by April 1, for scholarships to be used during the summer. Scholarships to be used during the fall, winter and spring shall be awarded by December 1; and scholarships to be used during the summer shall be awarded by May 1. Upon announcement of the awards, a list of all persons, amount, and division shall be immediately forwarded to the President of the Duluth Federation of Teachers.
   2. ***Selection:*** Scholarships shall be awarded in the following manner:
      a. Not more than fifteen (15)) to be awarded for use during the fall and spring semesters, or fall, winter, and spring quarters at $300 divided as follows:
         i. Six (6) for elementary
         ii. Six (6) for secondary
         iii. Three (3) for vocational
      b. Seventeen (17) shall be awarded for use during the summer at $350:
         i. Seven (7) for elementary
         ii. Seven (7) for secondary
         iii. Three (3) for vocational
      c. Scholarships shall be awarded in the order the applications are received and to those not previously receiving a scholarship within the past three (3) years if there are an excess of applicants, except no teacher shall receive a second scholarship during any school year. School year shall be defined as September 1 to August 31 of the following year.

         If in any category, (elementary, secondary) applications are fewer than in the total number available, such open scholarships shall be awarded in the other categories to qualified applicants.

   3. ***Payment:*** Such scholarship awards shall be paid by separate checks and not as part of a person's regular salary. Each person shall be paid within thirty (30) days following the filing of transcripts and a written request for payment with Human Resources. To qualify for payment, the certified person must complete five (5) quarter hour credits during that portion of the year for which the scholarship is awarded.

ARTICLE XV
Summer School Compensation And Regulations

A. Summer School Calendar: Summer school programs of at least ten (10) days in elementary, secondary, middle may be offered during the period beginning with the closing of the regular school year and concluding with the beginning of the following school year. Specific beginning days may be offered for summer school in servicing. Summer school will not be offered on July 4 in each year. Whenever July 4th falls on a Saturday, the preceding day will be declared a non-workday, if on a Sunday, the following day will be taken off.

B. Teacher workday shall be a minimum of three (3) hours. For each twenty-five (25) minutes of instructional time, five (5) minutes of paid preparation time shall be provided by the District.

C. Pay Days: Paid in a manner as to prevent large withholding deductions.

D. Summer School Hiring Policy:
   1. Summer school openings will be posted on the School District's website and outside of the Human Resources Department no later than May 15.
   2. Applications will be submitted within five (5) working days of the posting to be considered for the vacancy.
   3. All summer school applicants shall receive:
      a. Written notice of appointment
      b. Written acceptance form

   Appointments shall be published in school bulletin following approval of Board.
   4. Selection Process:
      a. Only Duluth Public School teachers under contract will receive appointments to summer school teaching positions provided a sufficient number of qualified candidates apply and the acceptance form is returned within seven (7) days of notice of appointment.
      b. Candidates will be hired to teach in the area of regular teaching assignment provided a sufficient number of such applicants are available.

E. Summer school salary shall be pro-rata as of July 1, 2025.

F. Teachers' workday in the Early Childhood Handicapped programs may start as late as 8:30 a.m. and operate Monday through Thursday.

ARTICLE XVI
Payroll Deductions

A. Payroll deductions shall be made in accordance with the following schedule:
   1. First payday of the month:
      a. Federal and State Taxes
      b. Annuities
      c. Teachers Retirement Association (TRA)
      d. Social Security
      e. Insurance Premiums
      f. Duluth Federation of Teachers Dues
      g. Harbor Pointe Credit Union
   2. Second payday of the month:
      a. Federal and State Taxes
      b. Annuities
      c. Teachers Retirement Association (TRA)
      d. Social Security
      e. Insurance Premiums
      f. United Way

g. Harbor Pointe Credit Union
h. Duluth Federation of Teachers Dues
i. C.O.P.E.

3. Third payday of the month (where applicable):
   a. Federal and State Taxes
   b. Teachers Retirement Association (TRA)
   c. Social Security
   d. Duluth Federation of Teachers Dues

B. ***Special Provisions*** which shall apply are:
   1. United Way deductions shall be at a minimum of $10.00 and in regular payments of not less than $1.00 per month.
   2. All insurance premiums shall be paid in advance of the month in which they are due.
   3. Teachers Retirement Association (TRA) deductions shall be from each payroll period.

ARTICLE XVII
Paydays

A. ***Paydays:*** All employees covered under this Agreement shall be paid every other Friday for the 2021-2022 contract year.

B. ***Number of Paydays:*** The number of equal payments of salary shall be twenty-six (26) for all employees unless the District switches to a twice-monthly pay schedule as set forth in Paragraph E of this Article.

C. ***Method of Payment:*** The employer may pay employees in the bargaining unit by depositing in such financial institutions within the School District, as the employer shall designate the net salary or wages owing to such employees in an account provided for each employee. Employees not desiring to do their banking with such financial institutions as designated by the School District shall be permitted to withdraw such salary or wage payments from such financial institutions without charge to the employee.

D. Payments made on a twenty-six (26) payment schedule shall be twenty-seven (27) paydays for any school year in which twenty-seven (27) bi-weekly paydays exist.

E. ***Twice-monthly Pay Schedule*:** Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employees will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

ARTICLE XVIII
Insurance

A. Basic Medical-Hospital Medical Plan.
   1. Level of Benefits. The level of benefits will be those offered through the Public Employees Insurance Program (PEIP) as determined by the State Employee Group Insurance Program High Advantage Plan.
   2. District Contribution – Single Coverage. The District will contribute 100% of the premium for all employees in the bargaining unit who are eligible (Article XVIII, Section 6) for and have enrolled in the PEIP High Advantage Health Plan.

3. District Contribution – Family Coverage. The District will contribute 75% of the family premium for all employees in the bargaining unit who are eligible (Article XVIII, Section 6) for and have enrolled in the PEIP High Advantage Health Plan.
4. District Contribution – Two Employee coverage with dependents. If two (2) employees, married to each other, are both eligible pursuant to Article XVIII, Section 6, the two (2) employees must take one (1) family PEIP High Advantage Health Plan for which the District will fully pay the insurance premium. Two (2) employees married to each other without dependents must each take the single PEIP High Advantage Health Plan if both are eligible (Article XVIII, Section 6)

B. Health Reimbursement Arrangement (HRA):
1. Single Plan Contribution: For each employee who is enrolled in the single PEIP High Advantage Health Plan, the District shall contribute $2,000 or 95% (whichever is greater) of the single maximum out of pocket expenses (medical and prescription drugs) as determined by the PEIP High Advantage Health Plan Cost Level 2 into the employee's HRA account during a Plan year.
2. Family Plan Contribution: For each employee who is enrolled in the Family PEIP High Advantage Health Plan the District shall contribute $4,000 or 95% (whichever is greater) of the family maximum out of pocket expenses (medical and prescription drugs) as determined by the PEIP High Advantage Health Plan Cost Level 2 into the employee's HRA account during a Plan year. Two employees married to each other with dependents will only have one (1) HRA account into which only one (1) contribution will be made.
3. HRA Contributions: Annual contributions will be pro-rated monthly and will be made the first of each month. In the event the employee has a catastrophic medical expense during the year, the District shall contribute into the HRA of that employee an amount equal to the out of pocket expense incurred not to exceed the yearly limit in a. or b. above. The employee is required to show proof of the medical expense before any early contributions are made. Any expedited HRA payments made that are subsequently not earned shall be repaid to the District by the employee and may be deducted from their last salary payment.
4. HRA Trust Adoption Agreement: The HRA Adoption Agreement will create a trust and will specify that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the HRA Plan second.
5. HRA Accounts: The HRA will be composed of individual accounts for each eligible participant. Participants who leave employment will be permitted to continue accessing their individual HRA balances until the account is exhausted.
6. Benefits of HRA: The HRA will reimburse all expenses eligible under IRS rules and regulations, without restrictions.
7. Administrative Fees: Administrative fees allocable to individual accounts shall be paid from the account.
8. Prorated Year: Any employee, who becomes eligible late or loses eligibility part way through the year, shall receive a prorated amount of benefit credit to reflect the prorated employment status. (e.g., a teacher who works 100 days of the year would receive 100/190 of the HRA contributions for the calendar year.)
9. HRA Plan Year: The Plan year shall be January 1 through December 31.
10. Carry Over: Any amount remaining in the individual account at the end of the HRA Plan year will carry forward to use by the participants.

C. Long-Term Disability: The School District shall provide a long-term disability (LTD) income protection insurance plan. This plan shall be continued in effect for employees with coverage to include provisions for payment of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or an improved level as the plan in effect on the date of this Agreement. Each employee may at their option elect to have the payment added to their taxable salary provided they authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.

D. Life Insurance: The School District shall purchase $50,000 of group term life insurance protection for each employee. An employee may purchase up to $100,000.00 in $10,000 increments of additional coverage at the employee's own expense during open enrollment. Payment for the additional coverage will be through payroll deduction.

E. Dental Insurance: The School District shall provide for each employee, single dental insurance coverage. The School District shall continue the plan in effect, including a level of benefits the same as those provided under the Delta Basic Dental Core Program coverage. In all other respects the dental plan coverage shall remain at the same or an improved level as the plan in effect on the date of this Agreement.
The District will offer a group dependent dental insurance option. Teachers electing this option will be responsible for paying any costs in excess of that paid by the District for single dental insurance.

F. For an employee to qualify for the insurance being provided in this Article, they must regularly work 0.6 FTE or more. Newly hired employees will be provided coverage as soon as they are entitled to under this Article effective the first day of the month following their date of employment. Except persons hired to start the first day of the school year shall be covered from the date of employment.

G. Employees meeting the eligibility requirements of Minnesota Statute 471.61, Subd. 2b shall be allowed to continue the group hospital and medical coverage by paying the full regular monthly premium in advance to the School District. To be eligible, such employees must notify Human Resources of retirement prior to February 1 if not returning for the following year, or three (3) months prior to retirement if retiring during the school year, except in cases of emergency involving serious illness or other justifiable cause where the reason for retirement is not known sufficiently in time to give the proper notice, but in such case the retiree shall notify the School District as soon as the reason for retirement is known. The employee and employee's dependents may continue such coverage indefinitely, subject to the conditions and requirements of Minnesota Statute 471.61, Subd. 2b.

H. Flexible Spending Account (FSA): The District shall sponsor a FSA at no cost to the employee (IRS Code 125). The plan year will run January 1 - December 31.

ARTICLE XIX
Co-Curricular Activities

A. The Co-Curricular Compensation Schedule shall be as attached hereto as Exhibit "A" and made a part hereof.

B. Individuals who have an annual co-curricular assignment shall have the compensation for that assignment paid as a part of the bi-weekly salary. Seasonal/Event assignments shall be paid at the completion of an activity.

C. A teacher wishing to resign a co-curricular activity position shall give written notice to the building Principal prior to April 1, to take effect the following school year. If a replacement acceptable to the administration and the Board is available, a teacher by mutual agreement with the administration may resign such position at any time. If such teacher has received payment for services not performed, the School Board shall be reimbursed.

D. Instructors for co-curricular activities must be qualified in the area of responsibility. Co-curricular assignments are usually made from within the affected school, then from among the feeder schools, and then from the remainder of the bargaining unit. If there are no applicants from within the bargaining unit, the School Board may appoint a person or persons from outside the bargaining unit if the position has been posted in the School Bulletin. Such appointments from outside the unit may be renewed from year to year. The District agrees to send copies of Human Resources Committee agendas and Personnel Committee reports that contain proposed non-bargaining unit appointments to the Union at the same time these agendas and reports are mailed to School Board members.

Notwithstanding the above, up to ten percent (10%) of the co-curricular appointments may be made by the School Board without regard to bargaining unit membership, from persons recommended by a committee consisting of three (3) administrative appointees, three (3) D.F.T. appointees and a community member. The

D.F.T. and the administration will meet and confer to determine the process of selection to be used by the committee.

E. If a staff member is not appointed to an activity, compensation will not be received for said activity. Co-curricular compensation will not be paid if the job description for the activity is not fulfilled in accordance with the expectations of the building Principal.
F. All assistants must report at the same time as the person in charge of the activity, unless specifically excepted by said person in charge; if an assistant reports late, their salary will be pro-rated for days worked.
G. In the event that new activities are added to the co-curricular program by the School District, each will be studied jointly and placed on the schedule with appropriate compensation mutually agreed upon.
H. Participants in all activities must be accompanied by, and under the supervision of, a coach, faculty sponsor, or advisor.
I. If a teacher or an Activities Director is not to be reassigned a co-curricular activity position the following school year, they shall be notified in writing by the building Principal prior to the last day of the school year, if it is an activity that has been completed prior to that date and prior to July 1, for other co-curricular positions.
J. Activities Directors shall have a regular assignment of not more than five (5) hours of student contact time.
K. Academic clubs noted in the Co/Extra Curricular Compensation Schedule are identified as student activities recommended by the building administrator and approved by the Assistant Superintendent requiring teacher time beyond the school day for advising/coaching students.
L. Once hired, head coaches will appoint assistant coaches with the approval of the activities director and/or building principal.
M. Stipends for coaching staff(s) cannot exceed amounts listed in the Co/Extra Curricular Compensation Schedule.
N. Academic clubs noted in the Co/Extra Curricular Compensation Schedule are identified as student activities shall be appointed from within the school by the building principal.
O. Plays that are extended beyond a reasonable per act basis may be approved for additional per act stipends (not to exceed 10 Act Maximum). Pre-approval must first be made with the building principal and activities director.

ARTICLE XX
Special Compensation Groups

A. ***Substitute Teaching***

1. Long-term substitutes may be hired in the following cases:
   a. Teachers hired to replace permanent staff on parental or military leaves of absence
   b. Teachers hired to replace permanent staff who are on a leave of absence of at least thirty (30) working days, but less than one (1) year who have rights to reinstatement to a position

   Such long-term substitutes shall be hired under the following provisions:
   i. Salary shall be based on the beginning step of the correct lane on the salary schedule as provided in this Agreement, unless it is a teacher returning from layoff to a long-term substitute position which is a semester or longer in duration or where in the opinion of the School Board and the Superintendent of Schools it is desirable to grant a higher step placement because of either the difficulty of filling a position with a qualified candidate or the unique qualifications of the applying candidate.
   ii. Insurance, sick leave (except sick leave bank), and all other benefits except as provided in this Article, shall be the same as for regular employees except that salary and insurance benefits shall not be retroactive beyond the date that it was known by the School District that the permanent staff members would be absent for over thirty (30) working days.

iii. Teachers referred to in subsection d (1-2) below shall be eligible for step increases if hired as a permanent staff member or long-term substitute for subsequent years and worked at least one hundred (100) working days the previous school year.

iv. Persons employed in a long-term substitute capacity shall accrue seniority only under the following conditions:

a. Any service in a single position for more than thirty (30) days within a twenty-four (24) month period immediately prior to becoming a permanent (contract) staff member.

b. Teachers on layoff who are placed in long-term substitute positions.

c. For the time worked in the school year immediately prior to becoming a permanent (contract) staff member in the case of a teacher hired to fill a vacancy created after the beginning of the school year.

v. When a teacher on leave remains on leave beyond one (1) year the position will be posted as a permanent position.

vi. Long-term substitutes will be considered applicants new to the system when applying for contract posted positions.

2. Recall of laid off teachers to long-term substitute positions which are in the bargaining unit:

Employees desiring to be employed in long-term substitute assignments must maintain a letter of intent to accept a long-term substitute assignment prior to the start (by August 15) of each school year with the Human Resource Department and be able to respond to a job within three (3) days of initial contact. It shall be the responsibility of the employee to maintain, in writing, a current telephone number at all times so that they can be reached within 48 hours (between the hours of 8:00 a.m. and 5:00 p.m. of each workday.)

A teacher, referred to in this sub-section, completing a term as a long-term substitute will continue to gain seniority equal to that of a less senior teacher in the same licensure area who is still employed in a long-term substitute position until such time as the more senior teacher refuses to accept another assignment during the same school year. Bumping between long-term substitute assignments is expressly prohibited.

B. ***Traveling Teachers:*** A traveling teacher shall receive a minimum of 30 minutes between district sites to allow *for* safe travel*, w*rap up responsibilities and preparation for the next class. If this is not possible due to scheduling, the teacher shall receive a pro-rata 1/6 *o*verload upon mutual agreement of the schedule with Human Resources. If the teacher's schedule is *b*etween three or more sites, the teacher shall receive a pro-rata 1/6 *o*verload upon mutual agreement of the schedule with Human Resources.

C. ***Homebound Teachers.*** The hourly rate for homebound teaching shall be paid pro rata.

D. ***In-Service Training.*** The hourly rate for in-service training (other than the teacher development program under Article XIII) shall be paid pro rata. New teacher induction day (not to exceed 8 hours) shall be paid pro rata.

E. ***Driver Training.*** The hourly rate for Driver Training shall be paid pro rata.

F. ***Other Hourly.*** Teaching adult education classes when teachers' licensure is required, (except post-secondary vocational and extension classes) hourly paid special education teachers and those other salaries applicable to the hourly rate shall be paid pro rata based on the Teachers' Salary Schedule.

G. ***Excel Courses.***

Excel summer school salary shall be paid at pro rata.

Teachers teaching Excel shall be paid a co-curricular stipend of $2,000.00 per semester.

H. ***Curriculum Writing.*** Curriculum writing rate shall be paid pro-rata and outside of the teacher contract day.

I. ***Counselors, Social Workers, Activities Directors, Nurses, Special Education Teachers***. Counselors and social workers shall work two (2) weeks in addition to the school year. The scheduling of the two (2) weeks shall be arranged through mutual agreement between the counselor, or social worker and their supervisor.

School Nurses shall work two (2) additional days at the beginning of the school year. Activities Directors shall work four (4) weeks in addition to the school year. The scheduling of the four (4) weeks shall be arranged through mutual agreement between the Activities Director and their supervisor. Qualifying Special Education Teachers shall work an additional eight (8) hours paid pro rata outside of the current contract, to meet with counselors for the purpose of finalizing student schedules. This time is to be mutually agreed upon by the special education teacher, school counselor and the Administration.

J. Employees may contract for services beyond the term of the school calendar and shall be paid on the teachers' salary schedule for the terms of the school calendar and for services beyond such time the additional salary shall be based on the ratio that the number of weeks of additional employment bears to the number of weeks in the school calendar, and may contract for services beyond forty-two (42) weeks for a minimum of four and one-half (4 ½) hours per day for five (5) days a week.

K. The mileage rate to employees shall be that established by the IRS. If the mileage rate is increased by the School District for employees not covered by this Agreement, the same increase shall be granted employees under this Agreement.

L. Contract teachers, licensed for and agreeing to teach fee generating post-secondary vocational credit classes and/or hourly extension classes beyond their teacher contract day shall be paid on a pro-rata basis or on the School Board approved hourly extension pay schedule, whichever is greater.

M. Parking Fees: Teachers will not be required to pay District-imposed parking fees.

N. ***Sub Coverage:***

1. At the secondary level, the teacher shall be paid a pro-rata ⅙ overload for each period of coverage provided for the teacher who is absent or unava*ilable.*
2. At the elementary level, the teacher shall be paid a pro-rata 1/*6 o*verload for a mo*rn*in*g* cove*rag*e assignment and a pro-rata 1/6 overload for an afternoon cov*er*age assig*nm*ent if pro*vid*ed for a teacher who is absent or unavailable.
3. A certified teaching staff member can receive a maximum of tw*o (*2) pro-rata 1/6 *o*ver*loa*ds per day for coverage assignments on days where students are in attendance.
4. Certified staff who have been excused from their regular duty for the day to co*v*er an assignment will not receive a 1/6 overload (i.e. interventionist, TOSA) p*rov*ided the assignment does not exceed a normal workday unless their regular position is in front of students, (interventionist) and then they shall receive an overload. Volunteers will be requested before a teacher will be excused from the*ir* normal assignment.
5. Staff substitute c*o*verage will not deny a teacher's right to a duty-free lu*n*ch period.

O. ***LETRS training***: All teachers taking LETRS training through the district under option two (2), the professional development option, shall be paid their pro rata rate of pay per hour for training outside of contract time.

P. The Mentor/Mentee coordinator shall be entitled to a 1/6th overload each semester for their work in the program. If there are co-coordinators, they shall each be paid a 1/6th overload for the year.

ARTICLE XXI
Vocational

Vocational salary schedule shall be identical to the basic teacher salary schedule as to lanes, steps, and compensation on each step.

A. The following provisions shall apply to vocational employees assigned to the Secondary Vocational Center:

1. The School District may employ a vocational teacher on any step of the salary schedule based on work training and teaching experience. Non-degree teachers with appropriate vocational licensure shall be employed on the Bachelors lane. Effective July 1, 1979, non-degree vocational teachers will be allowed to advance to the BA+15, 30, 45 and MA Equivalency with all credits earned after securing their five (5) year license and appropriate credits in accordance with the lane requirement schedule provided below. Advancement beyond the MA equivalency requires a four (4) year BA (teaching) license and the appropriate additional credits (54 credits or a master's degree).

   College credit for advancement beyond the BA degree must be secured through an accredited college in methods, educational psychology, education, and vocational education.

   Re-licensure credits, which can be used for State re-licensure, may also be used for lane movement. Re-licensure credit which can be used for lane movement shall only be in the following areas: college courses, teacher development credits under Article XIII, industrial conferences, and workshops having pre-approval of the vocational re-licensure committee. Re-licensure credits used for lane change may only be credits earned beyond a teacher's workday/year. Credits shall be given to course work, which extends beyond a normal workday on a pro-rata basis. Teachers must provide necessary written documentation (official transcripts and original certificates) from the workshop sponsor supporting any credit claimed for lane movement.

   Credits applied for lane movement shall be germane to the individual's present teaching assignment. College and teacher development credits used for lane change may only be credits earned beyond a teacher's workday/year unless prior approval, in writing, is secured from the Superintendent of Schools.

   Workshop clock hours shall be given credit on the basis that twelve (12) clock hours shall equate to one (1) quarter hour credit for lane change purposes. Advancement onto the Ph.D. lane of the salary schedule shall be satisfied only if all requirements of Article XXII are attained in order to secure a Ph.D.

   Approved workshop clock hour credits for the purpose of lane credit shall be considered graduate.

   Official transcripts and original licenses substantiating any change in classification on the salary schedule for course work must be filed in the office of Human Resources by October 15th of the school year in which the change is to become effective. Monetary adjustments in the contract salary retroactive to a teacher's first day of work during the current contract year will be made on the next payroll following approval of the change in classification.

Lane requirements for degreed and non-degreed vocational teachers:

CLASS.	DEGREE & NUMBER OF COLLEGE CREDITS NEEDED TO ACQUIRE THE LANE	MINIMUM NUMBER OF COLLEGE CREDITS (GRAD. & UNDER GRAD.) & TEACHER DEVELOPMENT CREDITS	MAXIMUM NUMBER OF WORKSHOP CLOCK HOUR CREDITS
III+15	Bachelor's Degree Plus 15 Credits	12	3
III+30	Bachelor's Degree Plus 30 Credits	12	3 (Or Total of 6)
III+45	Bachelor's Degree Plus 45 Credits	12	3 (Or Total of 9)
IV	Master's Degree Bachelor's Degree Plus 54 Credits (Masters Equivalency)	9	3 (Or Total of 9)
IV +15	Masters or Equivalency Plus 15 Credits	12 (Graduate Only)	3
IV +30	Masters or Equivalency Plus 30 Credits	12 (Graduate Only)	3
IV +45	Masters or Equivalency Plus 45 Credits	12 (Graduate Only)	3

Sections A., B. (1), (2), (3), (4), (5), (8), (10), and D. through J. of Article XXII are also applicable to the vocational division.

Lane change requirements as provided herein pertain only to teachers assigned to the Secondary Vocational Center. Secondary Vocational Center is located where students from across the District may attend as opposed to Secondary Vocational Programs, which are located in a secondary building for which usually students from only that building attend and are instructed by staff which must always be degreed personnel. Secondary Vocational Program teachers' lane change requirements are provided only in Article XXI of this Agreement except for non-degreed teachers employed and assigned to a Secondary Vocational Program prior to July 1, 1979.

2. All vocational employees shall be employed for the same number of days as those employed on the school calendar. Vocational employees requested and agreeing to teach beyond the school calendar may contract for services and shall be compensated on a pro-rata basis for such additional services and the workday shall be the same as during the regular school year. Leave time for persons employed as counselors in student personnel services may be arranged by mutual consent of the employer and employee so as to allow for scheduled employment beyond the end of the normal school calendar.

B. ***Secondary Vocational Centers***

1. All Secondary Vocational Center teachers may be allowed two one-half hour preparation periods so as not to conflict with the three (3) two (2) hour blocks of teaching. The workday for employees newly assigned to a Secondary Vocational Center after July 1, 1978, may provide six (6) hours of student contact time without additional compensation, provided two (2) hour blocks of time are required by the State plan.
2. The school day shall be between 7:45 a.m. and 3:45 p.m.

C. ***Secondary Vocational Program***

1. Secondary Vocational Program teachers' workday shall be consistent with the high school location to which they are assigned. Teachers in these locations, teaching the six (6) hour day, will be compensated in accordance with Section II of Article X.

D. Teachers without a degree but teaching with vocational licensure and assigned to secondary vocational educational programs and centers shall be based on the Class I and II lane, plus an additional one-sixth (1/6) pay for each hourly instructional load per week in excess of twenty-five (25) hours in accordance with Section

II of Article X, or shall be based on the Class III lane or Class III+15 lane or +30 lane or +45 lane on the appropriate step, whichever method of calculation is the greater.

Any teacher holding a four (4) year degree or beyond shall continue to be compensated based on the appropriate lane and step of the salary schedule for other secondary teachers and shall be compensated for assignments beyond the normal instructional load in accordance with Section II of Article X.

E. The School District shall attempt to establish training programs in the local community for secondary teachers who are teaching vocationally reimbursable courses but who are not vocationally licensable. Teachers volunteering to enter this program of training may be granted a leave of absence with pay, with the School Board's approval, for that period of time necessary to secure such licensure.

ARTICLE XXII
Salary Schedule And Regulations

A. The following conditions and rules apply to all employees except as otherwise provided in this Agreement.
   1. Salaries shall be as set forth in Exhibit "B" attached hereto and incorporated herein by reference.
   2. Pro-rata additions or subtractions shall be based on 1/192nd of an employee's base salary per day.
   3. Employees working half time or more shall be paid pro-rata on the salary schedule during the term of the school calendar and if their normal employment is extended beyond thirty-eight (38) weeks.
   4. Employees working less than half-time shall be compensated in accordance with the applicable hourly rate.

B. Credits to be allowed for application on the salary schedule shall be germane to the individual's teaching or extra-curricular assignment subject to the following guidelines:
   1. All credits earned or completed prior to the winter quarter of the 1974-1975 school year shall qualify for advancement on schedule under the salary schedule regulations contained in the 1972-1974 Labor Agreement. All credits earned or completed prior to summer quarter 1978 shall qualify for advancement on schedule under the salary schedule regulations contained in the 1975-1977 Labor Agreement. Credits so qualifying shall not be lost or affected by this Article.
   2. Employees having completed fifteen (15) credits on an approved graduate program by the end of the fall quarter of 1974 may continue to complete such program and receive credit for advancement on the salary schedule notwithstanding the requirements of this Article if such program is completed by September 1, 1976.
   3. Credits once granted for advancement on the salary schedule shall not be affected by any change in an employee's teaching assignment.
   4. Credit will not be granted for a course that has been previously taken unless a request to duplicate such course has been approved by the Teachers' Development Committee.
   5. For those employed before the 1974-1975 school year, courses taken after fall quarter of 1974 qualify for advancement if such course work is required to retain licensure in the minor field.
   6. Movement beyond Class IV with a master’s equivalent or for nurses shall not be more than one (1) lane a year.

7. Lane Requirements:

CLASS	DEGREE & NO. OF CREDITS NEEDED TO ACQUIRE THE LANE	NO. OF UNDERGRADUATE CREDITS ALLOWED PER LANE	NO. OF EXTRA CURRICULAR CREDITS ALLOWED PER LANE	NO. OF CREDITS FIELDS OF LICENSURE ALLOWED PER LANE (EFFECTIVE 07/01/88)
III+15	Bachelor's degree Plus 15 Credits	3	3	3
III+30	Bachelor's degree Plus 30 Credits	3 (Or Total of 6)	- (Or Total of 3)	3
III+45	Bachelor's degree Plus 45 Credits	3 (Or Total of 9)	- (Or Total of 3)	3**
IV	*(a) master's degree, (b) Bachelor's degree Plus 54 Credits (Masters Equivalency)	3 (Or Total of 9)	3 (Or Total of 6)	3**
IV+15	Master or Equivalency Plus 15 Credits	3	3	3
IV+30	Master or Equivalency Plus 30 Credits	3 (Or Total of 6)	- (Or Total of 3)	3
IV+45	Master or Equivalency Plus 45 Credits	3 (Or Total of 9)	3 (Or Total of 6)	3

* At the discretion of the college granting the master's degree. An approved Master program may include more than nine (9) undergraduate credits. However, these additional undergraduate credits can only be used at this class and not to attain previous or subsequent lanes.

** Can use the three (3) credits for Class III+45 or IV, not both

*** Master's programs that require credits beyond thirty (30) credits shall have the additional credits applied to subsequent lane change(s).

8. All credits referred to in this schedule are quarter hour credits.
9. Courses required by the State for continued licensure in the field of teaching assignment shall be considered to be germane; (for example, Human Relations training.)
10. The Superintendent or their designee may approve courses that are not germane to the individual's teaching field or extra/curricular assignment in advance of taking the course.
11. Teachers newly hired as of September 1998 shall no longer have access to the MA Equivalent Lane of MA+15 or beyond.

C. Official transcripts substantiating any change in classification on the salary schedule and application for lane change must be filed in the office of Human Resources by October 15 of the school year in which the change is to become effective. Monetary adjustments in the contract salary, retroactive to the opening of school, will be made on the next payroll following approval of the change in classification (normally in the month of November).

D. It is required that teachers entering into a graduate program submit the plan to the Teacher Development Committee, including a course listing, before embarking upon the graduate program. Once a new graduate program is approved, all credits taken through that program will be considered to be germane.

E. Increments for teachers employed during the school year:

1. Teachers who begin their service in the local School District on or before February 3rd of the school year will receive the full increment the following year.
2. Teachers who begin their service after February 3rd will receive no increment the following year.

F. Formula for determining the placement of newly hired teachers on the salary schedule:
1. Newly hired teachers shall be hired on the salary schedule on the salary lane to which their educational attainment (degree plus subsequently earned germane credits) at the time of hiring entitles them to be placed. Any applicant failing to advise the School District at the time of hiring of any credits or degrees for which they had earned or received credit at the time of application, shall not be entitled to later use such credits or degrees to obtain advancement on the lane of the salary schedule.
   The method of initial placement on the appropriate step within the lane shall be determined by School Board policy.
2. When a war veteran is hired as a teacher, if they were a full-term teacher at the time they entered the military service and has a continuous teaching and service record, they shall be given the same credit in the hiring formula for the time they were in the military service as if they had been teaching.

G. Period of Service: The contract period for employees paid on the salary schedule shall, except for the period designated school not in session, be for the term of the school calendar unless otherwise provided in this Agreement, or unless assigned to positions in which the State Department of Education requires services beyond the term of the School Calendar and in such cases the contract period shall be extended for the additional weeks required according to the State guidelines. The school calendar shall be as attached hereto as Exhibit "C" for illustrative purposes. The school calendar is subject to change by the School Board consistent with the Board's authority to establish the annual school calendar as set forth in Minnesota Statutes section 120A.40 and 120A.41.

H. Physical Examination: Every employee within the bargaining unit shall be required to submit to a tuberculin test or chest x-ray as required by Minnesota Stature 144.441, subd 4, and the School District will assume the payment of the services necessary for such diagnosis and report, but shall not pay any travel or incidental expenses in connection therewith. Such test or x-ray shall be performed by such person or persons designated by the School District and shall be conducted within the School District if the necessary services are available within the School District.
   Any other medical examination which may in the future be required by law or requested by the School District shall be paid for by the School District, including necessary travel and incidental expenses in connection therewith, except as such examination may in the future be required for continued licensure of such employees within the bargaining unit as are required to be licensed pursuant to rules or regulations established by the Minnesota State Board of Education.

I. Teachers' Meetings: Teachers' meetings are not to be called during the school year on days when school is not in session.

J. Filing of Licenses - TRA and PERA Deduction: Employees covered under this Agreement agree to present for filing with the office of Human Resources prior to the beginning of the school year, if required and if not already done, a presently valid license or copy thereof, authorized by the Minnesota State Board of Education and issued by the Commissioner of Education for the State of Minnesota to perform the services for the position to which the employee is assigned. If not a member of the Teachers Retirement Association or the Public Employees' Retirement Association, the employee's contribution to said association will be deducted from the employee's salary payments, along with all deductions required by law and all deductions authorized in advance by the employee, in writing, and approved by the School District.

K. Education District: All teaching positions resulting from Education District implementation shall be made by contracting with the individual school districts. The teacher so contracted, whether full or part-time, will continue on the seniority list of that teacher's home district and the salary schedule of that district. No combined Education District seniority list will be used.

ARTICLE XXIII
Seniority - Tenure

A. ***Seniority*** shall be established for all employees in the bargaining unit based upon their years of service as calculated under the following rules:

1. In calculating service for seniority purposes, all service within the bargaining unit will be counted as well as all leave time granted by the School Board to a bargaining unit employee, provided that such leave time is immediately followed by continued employment and shall not include any time on leave while an employee of the School Board in a position not in this bargaining unit.

   In the case of part-time employees, service time prior to July 1, 1983, will be calculated by accumulating hours worked in the school year with each hour of time worked being equivalent to 1/5 of a day, except for Head Start teachers, where one (1) hour of time will be equivalent to 1/8 of a day. The accumulated number of days, rounded to the nearest full day, will be related to one hundred eighty (180) workdays representing a full work year and credited to service time. Effective July 1, 2014, no person shall be given credit for more than 38.4 weeks in a work year. The work year shall be defined as September 1 through August 31.

   Effective July 1, 1983, service time involving all employees covered by this Agreement will be calculated only for those weeks of the school year in which the employee worked more than fourteen (14) hours per week converted to weeks (with a week constituting no more than forty (40) hours) rounded off to the nearest hundredth. Seniority shall not be counted for an additional assignment by a teacher performed outside the regular school day, or for a homebound assignment, or for long-term substitutes except:

   a. Persons who have established seniority standing as of June 30, 1983, pursuant to Article XX-A (2) of the 1981-1983 Agreement.
   b. Teachers on layoff who are placed in long-term substitute positions pursuant to Article XX of this Agreement.
   c. For teachers hired on and after July 1, 1985, any service in a single position for more than thirty (30) days within a twenty-four (24) month period immediately prior to becoming a permanent (contract) staff member.

   or temporary employees except any seniority an employee may have accrued or established as a part-time or temporary employee during the period May 1, 1980, to July 1, 1981, shall be retained and included in determining seniority if such persons are employed under a contract for regular employment prior to July 1, 1983. Effective July 1, 2014, no person shall be given credit for more than 38.4 weeks in a work year. The work year shall be defined as September 1 through August 31.

2. In calculating seniority an employee who is re-employed in the bargaining unit whose continuous service has been interrupted for any reason, including transfer to non-bargaining unit employment or termination, will be granted credit for prior service only if the return to bargaining unit service is within two (2) years of the date of such interruption if the employee had previously accumulated bargaining unit seniority of two (2) years or more and, if less, the return to bargaining unit service must be within a period of time not greater than the equal to the amount of accumulated seniority at the time their continuous service was interrupted, provided this limitation is not applicable to teachers holiday re-employment rights under "C" of this Article.
3. Seniority will apply on a district-wide basis; i.e., a teacher may apply all services as defined in 1. above to any teaching assignment for which they are licensed at the time of layoff or reassignment resulting from layoff.
4. Where two (2) or more employees with the same amount of seniority commenced their employment on the same date the following shall apply in this order, the date of Board action, the date of acceptance

and the date of oldest application. In calculating seniority, extra-curricular, summer schoolwork, will be specifically excluded in calculating time worked and date of commencement of employment.

5. An updated seniority list shall be provided to the Union by the first day of school following winter recess and posted in each school building.

   The list shall include name, number of weeks worked, date of employment or re-employment, date of Board action, acceptance date, date of oldest application and areas of licensure. Any employee whose name appears on such list, or may have been omitted from such list, and who may disagree with the findings of the School District and the order of seniority in said list shall have the opportunity to challenge by supplying documentation and proof of their request to change.

   Upon failure of employee and Human Resources to agree to said change within ten (10) workdays of receipt of said documentation, proof and request of such change, the employee or the Union shall have five (5) workdays to file a grievance with the Superintendent. The grievance shall then be handled in accordance with Step II of the grievance procedure in this Agreement, subject further to the right of arbitration provided in the grievance procedure of this Agreement.

   A supplemental list involving corrections shall be provided the Union representative and reposted by March 15.

   Effective with the posting of the seniority list on the first day of school following winter recess in school year 1983-1984, any employee failing to protest their seniority as shown on such list within the period of time specified above shall be considered to have confirmed their seniority as listed. Challenge to seniority after school year 1983-1984 shall be limited only to the current year's seniority accrual.

B. ***Layoffs*** necessitated because of discontinuance of position or lack of pupils, shall be in the reverse order of seniority with the last senior teacher to be the first laid off, provided in all cases that the teacher must be licensed for a newly sought position.

   In any year in which a reduction in teaching staff is occurring, and the School District is placing teachers on layoff, only those licenses actually received by the Human Resources Department by March 1 shall be considered for purposes of determining layoff within areas of licensure for the following school year. A license filed after such time shall be utilized for purposes of recall to vacated or new positions but not to the current reduction.

C. ***Re-employment:*** Any teacher having been laid off due to staff reduction shall have re-employment rights for a period of four (4) school years following layoff, and re-employment, shall be in the reverse order of layoff, providing in all cases the teacher must be licensed for the position for which re-employment is sought. Re-employment rights may be exercised as vacancies occur. No employed teacher will be required to transfer to another licensure area or building in a realignment of positions to accommodate re-employment of teachers on layoff. Re-employed teachers shall be reinstated with full credit for seniority, salary, sick leave, and all other benefits as though their service was not interrupted, except that the aforementioned shall not accrue during the time they were not under contract because of layoff. If re-employment is offered under the provisions of this Section, the teacher must return to employment with the District not later than the commencement of the next beginning school year; provided, a teacher laid off from a full-time position may decline an offer of re-employment to a part-time position without loss of their relative position on the re-employment list. A teacher who accepts an offer of re-employment to a part-time position pursuant to this paragraph or who is reduced from a full-time position to a part-time position involuntarily in lieu of layoff shall not relinquish their right to reinstatement into a full-time position based on their seniority and qualifications thereafter. When placed on layoff, a teacher shall file their name and address with the School District's Human Resources Department to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher by

certified mail at the last known address shall be sufficient and it shall be the responsibility of any teacher on layoff to provide for forwarding of mail or for address change. 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 herein. The teacher receiving notice shall give written acceptance of the offer of re-employment within one-half the time remaining between the date of mailing of the offer and the date school commences, but in any event the teacher shall have not less than ten (10) days from the date of mailing to respond.

A teacher who returns to a part-time position involving less hours than their tenure right would permit of permanent nature from layoff status will have the option of staying in that position even if another position for which a license is held of more hours opens in that year. Should the more senior teacher remain in the part-time position, they will be granted seniority equal to the less senior teacher who assumes that position of more hours per week. A permanent position is defined as a position, which is permanently vacated by its incumbent for which seniority is accrued and which is not a long-term substitute position.

D. ***Tenure Rights:*** Any employee within the appropriate bargaining unit who is not otherwise covered by the provisions of Minnesota Statutes, Section 122A.41 or any act amendatory or in place thereof, shall during the first three (3) years of consecutive employment with the School District be in a probationary status during which time said employee may be discharged for any constitutionally permissible reason upon thirty (30) days written notice of said discharge. Following said three (3) consecutive years of employment with the School District without notice of termination or discharge as stated above, said employee shall not be discharged, suspended, or demoted except for just cause which shall include, but not be limited to, the causes specified in Minnesota Statutes, Section 122A.41. Notice of said discharge, suspension or demotion after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee if not satisfied with the reasons given or causes stated shall have the right to have their status reviewed within the time limits and pursuant to the grievance procedure provided in this Agreement.

ARTICLE XXIV
Savings Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and all other provisions of this Agreement shall continue in effect.

ARTICLE XXV
Site Based Decision Making

The Duluth Federation of Teachers (D.F.T.) and Independent School District No. 709 agree to implement a labor management process to be known as the Quality Leadership Initiative comprised of a central steering committee called the Quality Steering Committee with subcommittees including the High School Quality Leadership Team, the Middle School Quality Leadership Team, the Elementary School Quality Leadership Team, the Special Education Quality Leadership Team, a sub-committee to examine class size at all levels and class size issues within specific buildings, and building level leadership teams. and building level leadership teams. The Quality Steering Committee will create additional special purpose committees as appropriate to address issues such as insurance, assignment, and transfer and co-curricular.

The number of members and duties of the leadership teams and committees will be determined by the Quality Steering Committee with the D.F.T. selecting teacher members and administration selecting administration members.

The President of the D.F.T. and the Superintendent will jointly select and appoint two (2) co-facilitators from the D.F.T. and administration. The D.F.T. Facilitator will be a 0.2 FTE position. The D.F.T. President's District assignment will

include Quality Process responsibilities. Release time will be afforded the D.F.T. President, not to exceed one (1) class period (.2 FTE) for the purpose of working with the District Administration on the Labor Management Process. The Superintendent and the D.F.T. President will serve on the Quality Steering Committee and with the Facilitator, will determine agendas.

In addition, The Duluth Federation of Teachers (D.F.T.) and Independent School District No. 709 agree to implement a Continuous Improvement Process (CIP). CIP leadership teams and the meeting calendar will be developed jointly between the D.F.T. President, D.F.T. Facilitator, district administration and building principals. The intent of CIP will be to provide support and training for district wide initiatives.

Budget and cost of both the Quality Leadership Initiative and Continuous Improvement Process (CIP) will be the responsibility of the district. Certified teaching staff who agree to serve on a site Continuous Improvement Team (CIT) will receive a stipend of $800 per school year to be a member of the CIT. Being a member of the CIT will require meetings outside of the teacher work day not to exceed two (2) times per month and for no more than three (3) hours per month.

ARTICLE XXVI
Term Of Agreement

This Agreement represents the full and complete Agreement between the parties and supersedes all previous Agreements between the parties. The parties agree to faithfully execute all the provisions of this Agreement. The teachers agree that they will not call, engage in, or sanction any strike, stoppage of work or other connected refusal to perform services during the term of this Agreement.

This Agreement shall be effective on July 1st, except as otherwise provided herein. The term of this Agreement shall be from July 1, 2025, to June 30, 2027, except as otherwise provided herein, and thereafter according to law.

Contracts: Following ratification, the 2025-2027 Collective Bargaining Agreement will be placed on the District's Internet site. One hundred (100) copies of the Collective Bargaining Agreement will be printed for the D.F.T.

Dated at Duluth, Minnesota, on March 19, 2024.

INDEPENDENT SCHOOL DISTRICT NO. 709
LOCAL NO 692

By: _____
Chairperson of the School Board

DULUTH FEDERATION OF TEACHERS

By: _____
President

By: _____
Clerk of the School Board

EXHIBIT A

Co-curricular Stipends

STIPENDS ARE PER SCHOOL, PER PROGRAM UNLESS NOTED		
POSITION	***RATE FOR STAFF MEMBER/SCHOOL***	
SENIOR HIGH ATHLETICS	2025-2026	2026-2027
Activities Director	$7,087	$7,229
HEAD COACHES		
Basketball	$6,834	$6,971
Football	$6,834	$6,971
Hockey (1 program per school boys, 1 program in District girls)	$6,834	$6,971
Swimming (1 program in District boys, 1 program per school girls)	$5,465	$5,574
Track (1 boys & 1 girls head coach per school)	$5,642	$5,754
Volleyball	$5,811	$5,927
Baseball	$5,513	$5,623
Softball	$5,513	$5,623
Cross-Country (1 program per school boys/girls combined)	$4,862	$4,960
Tennis	$4,478	$4,567
Golf (1 program per school boys/girls combined)	$3,582	$3,654
Skiing Alpine (1 program per school boys/girls combined)	$4,259	$4,344
Skiing Nordic (1 program per school boys/girls combined)	$4,652	$4,745
Soccer	$4,825	$4,921
Dance Team	$5,513	$5,623
Robotics Team	$4,625	$4,717
Lacrosse (1 Program in District boys, 1 program in District girls)	$4,523	$4,613
ASSISTANT COACHES		
Football (3)	$4,452	$4,541
Basketball (1 Boys & 1 Girls)	$4,452	$4,541
Hockey (1 Boys, 1 Girls)	$4,452	$4,541
Swimming (1 Boys, 1 Girls)	$3,635	$3,708
Track (4 assistant coaches per school boys/girls combined)	$3,688	$3,762
Baseball	$3,487	$3,557
Volleyball	$3,659	$3,732
Softball	$3,487	$3,557

POSITION	*RATE FOR STAFF MEMBER/SCHOOL*	
SENIOR HIGH ATHLETICS (CONTINUED)	2025-2026	2026-2027
ASSISTANT COACHES		
Cross-Country (1 program per school boys/girls combined)	$3,300	$3,366
Golf (1 program per school boys/girls combined)	$2,118	$2,160
Tennis (1 Boys, 1 Girls)	$2,851	$2,908
Soccer (1 Boys, 1 Girls)	$3,168	$3,231
Nordic Ski (1 program per school boys/girls combined)	$3,099	$3,161
Alpine Ski (1 program per school boys/girls combined	$2,331	$2,377
Dance Team	$3,488	$3,558
Lacrosse (1 Program in District boys, 1 program in District girls)	$3,075	$3,137
ADVISORS/COACHES NINTH GRADE		
Football - Assistant (2)	$3,307	$3,373
Basketball - Assistant (1 Boys, 1 Girls)	$3,482	$3,552
Track - Assistant (1 program per school boys/girls combined)	$2,878	$2,936
Volleyball - Assistant	$2,894	$2,952
Intramural	$2,452	$2,501
INTRAMURALS	$4,352	$4,439
SENIOR HIGH ACTIVITIES		
Head Cheerleader Advisor	$4,195	$4,279
Assistant Cheerleader Advisor	$2,727	$2,782
Band	$5,094	$5,196
Vocal	$1,761	$1,796
Orchestra	$1,660	$1,693
Plays (Per Act, 10 Act Maximum)	$732	$747
Plays (Stage, Lighting & Sound)	$1,346	$1,373
Speech Head Coach	$4,626	$4,718
Speech Assistant Coach	$1,623	$1,655
Debate Head Coach	$4,005	$4,085
Debate Assistant Coach	$2,139	$2,182
Academic Clubs (5 Per School)	$1,243	$1,268
Mathematics Coach	$2,571	$2,623
Knowledge Bowl	$2,539	$2,590
Special Olympics Coach	$4,323	$4,409
Jazz Band Director	$1,761	$1,796
Newspaper	$4,626	$4,718
Annual	$3,545	$3,615
Technology	$4,848	$4,945

POSITION	***RATE FOR STAFF MEMBER/SCHOOL***	
SENIOR HIGH ACTIVITIES (CONTINUED)	2025-2026	2026-2027
Musical Director	$3,800	$3,875
Musical Tech. Director	$1,141	$1,164
Musical Costumer	$456	$465
Musical Choreographer	$456	$465
Stage (For School Events)	$2,764	$2,819
Activities that culminate in an event outside of contract time. To be eligible, these clubs must be approved by building administrator and the advisor must meet with students on a regular bases throughout the year or semester.	$1,243	$1,268
Clubs That Travel (e.g., BPA, FFA, HOSA, FCCLA-HERO) Max. 3	$3,953	$4,032
CLASS ADVISOR		
Senior Class	$1,462	$1,491
Junior Class	$1,097	$1,118
Sophomore Class	$789	$805
Freshman Class	$673	$687
MIDDLE SCHOOL ATHLETICS		
Activities Director	$4,080	$4,162
HEAD COACHES		
Cross-Country	$1,131	$1,154
Skiing	$435	$443
Head Boys Basketball - Grade 8	$1,747	$1,782
Head Boys Basketball - Grade 7	$1,747	$1,782
Head Girls Basketball - Grade 8	$1,747	$1,782
Head Girls Basketball - Grade 7	$1,747	$1,782
Head Boys/Girls Swimming	$1,397	$1,425
Asst. Boys/Girls Swimming	$978	$998
Asst. Boys/Girls Swimming	$978	$998
Head Boys/Girls Track	$1,397	$1,425
Asst. Boys/Girls Track	$978	$998
Asst. Boys/Girls Track	$978	$998
Head Girls Volleyball - Grade 8	$1,397	$1,425
Head Girls Volleyball - Grade 7	$1,397	$1,425
INTRAMURALS PROGRAM (8)	$1,098	$1,119
MIDDLE SCHOOL ACTVITIES		
Band	$868	$885
Vocal	$868	$885
Orchestra	$868	$885

POSITION	*RATE FOR STAFF MEMBER/SCHOOL*	
MIDDLE SCHOOL ACTVITIES (CONTINUED)	2025-2026	2026-2027
Plays (Per Act, 3 Act Maximum)	$681	$695
Plays (Stage, Lighting & Sound)	$684	$698
Newspaper (Per Issue, Max. of 6 Issues Per Year)	$502	$512
Academic Clubs (Max 5)	$1,243	$1,268
Special Olympics Coach	$1,325	$1,351
Activities that culminate in an event outside of contract time. To be eligible, these clubs must be approved by building administrator and the advisor must meet with students on a regular bases throughout the year or semester.	$1,243	$1,268
Annual	$1,225	$1,250
Technology	$4,087	$4,169
Musical Director	$3,800	$3,875
Musical Tech. Director	$1,141	$1,164
Musical Costumer	$456	$465
Musical Choreographer	$456	$465
Stage	$1,370	$1,397
ELEMENTARY SCHOOL ATHLETICS		
Choir Director	$839	$856
Elementary Clubs (6)	$759	$774
Technology	$3,323	$3,390
School Patrol Advisor 0-10 Corners	$1,029	$1,050
10+ Corners	$1,097	$1,118

HIGH SCHOOL ADDITIONAL ASSISTANT COACHES
Add an assistant coach for approximately every twenty (20) participants for non-cut activities. (track, cross country, Nordic skiing, speech)
MIDDLE SCHOOL ADDITIONAL ASSISTANT COACHES
Add an assistant coach for approximately every twenty (20) participants for non-cut activities. (track, cross country, Nordic skiing, speech)
Add an assistant coach if participation is above 90 and every additional twenty (20) participants beyond that for non-cut activities (track, cross country, swimming)
All Item shaded in grey are funded for the duration of the most recent collective bargaining agreement

EXHIBIT B

Teachers' Salary Schedule

DULUTH PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 709

EFFECTIVE 2025-2026

STATE	***3***	***4***	***5***	***6***	***8***	***9***	***10***	***11***	***14***
CODE	***III***	***III + 15***	***III + 30***	***III + 45***	***IV***	***IV + 15***	***IV + 30***	***IV + 45***	***PhD***
	BA OR BS	CLASS	CLASS	CLASS	MA	CLASS	CLASS	CLASS	CLASS
	CLASS	III	III	III	CLASS	IV	IV	IV	V
STEP	III	PLUS 15	PLUS 30	PLUS 45	IV	PLUS 15	PLUS 30	PLUS 45	
1	$45,730	$46,326	$47,171	$48,013	$53,062	$54,505	$55,950	$57,390	$58,832
2	$46,399	$47,245	$48,088	$48,927	$55,275	$56,755	$58,203	$59,648	$61,093
3	$48,374	$49,218	$50,063	$50,907	$57,774	$59,224	$60,670	$62,119	$63,562
4	$50,372	$51,221	$52,060	$52,908	$60,510	$61,962	$63,412	$64,860	$66,304
5	$52,612	$53,459	$54,303	$55,148	$64,218	$65,661	$67,116	$68,568	$70,013
6	$55,179	$56,024	$56,872	$57,723	$68,264	$69,717	$71,169	$72,625	$74,076
7	$58,507	$59,357	$60,207	$61,057	$73,447	$74,907	$76,366	$77,824	$79,286
8	$61,835	$62,691	$63,541	$64,393	$79,174	$80,699	$82,224	$83,744	$85,210
9					$84,901	$86,492	$88,083	$89,664	$91,134

Career Increment:

Employees after 15 years of seniority will receive an additional increment of $1,800.00
Employees after 20 years of seniority will receive an additional increment of $2,600.00
Employees after 25 years of seniority will receive an additional increment of $3,500.00

Teacher's Salary Schedule
DULUTH PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 709
EFFECTIVE 2026-2027

STATE	***3***	***4***	***5***	***6***	***8***	***9***	***10***	***11***	***14***
CODE	***III***	***III + 15***	***III + 30***	***III + 45***	***IV***	***IV + 15***	***IV + 30***	***IV + 45***	***PhD***
	BA OR BS	CLASS	CLASS	CLASS	MA	CLASS	CLASS	CLASS	CLASS
	CLASS	III	III	III	CLASS	IV	IV	IV	V
STEP	III	PLUS 15	PLUS 30	PLUS 45	IV	PLUS 15	PLUS 30	PLUS 45	
1	$46,644	$47,253	$48,114	$48,974	$54,124	$55,595	$57,069	$58,538	$60,008
2	$47,327	$48,190	$49,050	$49,906	$56,380	$57,890	$59,367	$60,841	$62,315
3	$49,341	$50,202	$51,064	$51,925	$58,929	$60,409	$61,883	$63,361	$64,834
4	$51,379	$52,246	$53,101	$53,967	$61,721	$63,201	$64,681	$66,157	$67,630
5	$53,664	$54,528	$55,389	$56,251	$65,503	$66,975	$68,458	$69,940	$71,413
6	$56,283	$57,144	$58,010	$58,877	$69,629	$71,111	$72,593	$74,078	$75,558
7	$59,677	$60,544	$61,411	$62,278	$74,916	$76,405	$77,894	$79,380	$80,871
8	$63,072	$63,945	$64,812	$65,680	$80,758	$82,313	$83,869	$85,419	$86,914
9					$86,599	$88,222	$89,845	$91,457	$92,957

Career Increment:

Employees after 15 years of seniority will receive an additional increment of $1,900.00
Employees after 20 years of seniority will receive an additional increment of $2,700.00
Employees after 25 years of seniority will receive an additional increment of $3,600.00

EXHIBIT C
Calendar

Dates are not final and are subject to change.

	2025-2026	**2026-2027**
School Year Begins	August 25, 2025	
School Year Closes	June 5, 2026	
Opening of School	September 2, 2025	
SCHOOL NOT IN SESSION		
	2025-2026	**2026-2027**
Welcome Week Staff Meeting/Professional Development *	August 25-26, 2025	
*No more than a total of 16 hours of Building and District meetings for the above days. First day will be district led professional development. Subsequent days will be 8 hours district led and 8 hours teacher led, to be determined by buildings. Required online professional development (ALICE, Vector, etc.) to be completed outside of contract hours no later than October 31.		
Teacher Preparation Days	August 27-28, 2025 January 16, 2026	
**Teachers may also utilize a day the week of August 18-22nd for teacher preparation in lieu of August 25, 2025.		
No School Staff/Students (Non-Contract Day)	August 29, 2025	
Labor Day	September 1, 2025	
Teachers Convention (MEA)	October 16-17, 2025	
Thanksgiving & Friday following	November 2-28, 2025	
Winter Recess	December 24-31, 2025 Resumes January 2, 2026	
Martin Luther King Jr. Day	January 19, 2026	
End of Semester Records Day	January 16, 2026	
Presidents Day	February 16, 2026	
Winter Break	February 17-20, 2026	
Spring Break	March 30-31 and April 1-3, 2026	
Memorial Day	May 25, 2026	
Professional Development	November 3, 2025 December 8, 2025 January 2, 2026 March 2, 2026 May 4, 2026	

Legal holidays not shown above as holidays or recess days are teaching days with students in session. The equivalent of two (2) school days are also to be scheduled for evening and/or other non-duty hours for fall and spring conferencing/counseling. Bargaining unit members who do not participate in conference/counseling are to work the equivalent of two (2) school days in what would otherwise be non-duty hours with the tasks to be performed and the

schedule of times to be agreed upon by the unit member and the immediate supervisor.

Emergency Closing

In the event that more than two (2) teacher workdays in session with students are lost due to an emergency, teachers may be required to perform duties on other days or days in lieu thereof. There shall be consultation with the Union in the re-scheduling of said days. Teachers shall not be required to be present on days when school is closed due to emergencies.

The first two (2) emergency weather closing days of each school year shall be designated as "Snow Days." On these days, teachers shall not be required to report to work or perform any job-related duties.

In accordance with Minnesota Statute 120A.414, the District may declare up to five (5) E-Learning days per school year, and the decision must be made no less than two (2) hours before the start of the scheduled teacher workday. On such E-Learning days, certified staff members are not required to report to a building but shall be available to students and families via email and/or voicemail between the hours of 9:13 AM and 2:15 PM.

Furthermore, to accommodate this E-Learning plan, the High School workday shall be extended by six (6) minutes, with one (1) minute added to each class period.

Daylight Savings Time

Starting and closing times may be adjusted by no more than one (1) hour if daylight savings time is in effect between December 1 and January 31 of the following year with prior consultation with the Union.

Two Hour Late Start

Teachers who are scheduled at the beginning of the school day will start two hours later than their regularly scheduled reporting time. i.e.: Elementary teachers who report at 7:15 am will now report at 9:15 am. All Schools will dismiss at their regular times.

Open House

Certified teaching staff shall participate in a building open house not to exceed (2) hours. These hours will be flexed by agreement with teachers and building administration. (i.e., flexible workday, in lieu of conference time, etc.)

EXHIBIT "D"
Special Education Caseload Process

The Duluth School District and the Duluth Federation of Teachers have established a list of guidelines for teachers and administrators to use in addressing caseload concerns. If an individual and/or group has a caseload concern, the first need will be to gather data based on those guidelines. If, after reviewing the gathered data, the individual and/or group still has concerns regarding the caseload, they will then meet as a Building Special Education Team and include the respective Pyramid Supervisor and the Building Level Administrator.

If a satisfactory resolution is not obtained, a formal written review will be developed and forwarded to the Director of Special Education and the D.F.T. for information and possible action.

If a satisfactory explanation or resolution is not obtained, the matter will be reviewed by a Special Education Review Board, consisting of one (1) School Board Member, the Director of Special Education, and a D.F.T. Representative.

A written report will then go to the Superintendent, School Board and D.F.T.

Guidelines That May Relate To Caseloads

1. State rules and regulations.
2. Collective bargaining agreement regarding teachers' workday.
3. Total number of students for whom responsible.
4. Time involved in meeting due process requirements for students.
5. Number of students receiving direct vs. indirect service.
6. Student contact hours per teacher.
7. Number of students in each class.
8. Variations in degree of services provided to students.
9. Amount of service to be provided, as stated in IEP's.
10. Services provided in more than one location.
11. Preparation time.
12. Severity of handicaps of students.
13. Turnover rate of caseload.
14. Travel schedule.
15. Representative caseloads of other staff in similar teaching situations.
16. Recommended caseload maximums as provided by governing/accrediting/advocacy or other agencies, for example, Speech and Hearing Association.
17. Extent of other student related tasks, such as, curriculum adaptations, Planned Documented Intervention, conferring with regular education staff, etc.

MEMORANDUM OF UNDERSTANDING
Early Childhood Programs

The Duluth Federation of Teachers ("D.F.T.") and Independent School District No. 709 ("District") agree to this Memorandum pertaining to Early Childhood Programs

Early Childhood Programs serve children birth to five years and their families. Flexible scheduling, including evening hours, is an expectation for this service provision. To meet these expectations, teachers may have flexible work schedules during the school year and may be requested to teach beyond the regular school day to maintain continuity of service.

These guidelines will be followed:

1. The workweek will begin on Monday and end on Friday.
2. The assignment will not exceed forty (40) hours per week.
3. The workday will begin no earlier than 7:30 a.m. and end no later than 9:00 p.m. unless a deviation from this is mutually agreed on between teacher and supervisor.
4. Requirements of the program may result in the typical work day being up to 9 hours per day with one day per week being up to 12 hours per day. Any further work day deviation requires mutual agreement between teacher and supervisor.
5. The assignment shall not be on holidays or recess days.
6. The teacher shall have a minimum of thirty (30) minutes for a duty free meal during their workday.
7. The teacher shall have a minimum of two hundred fifty (250) minutes of preparation time per week.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____

Dated: _____

DULUTH FEDERATION OF TEACHERS

By:_____

Dated: _____

MEMORANDUM OF UNDERSTANDING
Instructional Leadership Positions

The Duluth Federation of Teachers ("D.F.T.") and Independent School District No. 709 ("District") agree to this Memorandum pertaining to instructional leadership positions.

Staff hired for instructional leadership and curriculum positions will have look back rights for a one (1) year term in these leadership positions. If they do not return to his/her former position after the first year, his/her previous position could be posted.

After working in the leadership position for three (3) years, the position may be reposted. Staff in these leadership positions who have been in the position may choose to reapply for the special assignment position.

This MOU will remain in effect until the effective date of the next collective bargaining agreement.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____

Dated: _____

DULUTH FEDERATION OF TEACHERS

By:_____

Dated: _____