

# **AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT 332  
MORA, MINNESOTA 55051**

**AND**

**EDUCATION MINNESOTA-MORA  
LOCAL 1802, AFL-CIO**

**EFFECTIVE**

**JULY 1, 2019, THROUGH JUNE 30, 2021**

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## **ARTICLE I PURPOSE**

Parties: This Agreement is entered into between Independent School District 332, Mora, Minnesota, hereinafter referred to as the School District or District, and Education Minnesota-Mora, hereinafter referred to as EMM, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Recognition: In accordance with the PELRA, the School District recognizes Local 1802 as the exclusive representative of teachers employed by the School District as defined in this Agreement and as determined by the Bureau of Mediation Services Case No. 81P 744A, as prescribed by the PELRA and as described in the provisions of this Agreement.

## **ARTICLE III DEFINITIONS**

Section 1. Terms and Conditions of Employment: "Terms and Conditions of Employment" shall mean the hours of employment, the compensation thereof, including fringe benefits, other than District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay and the District's personnel policies affecting the working conditions of teachers, but does not mean educational policies of the District. The term is subject to the provisions of the PELRA.

Section 2. Teacher: "Teacher" shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota, but shall not include Superintendent, assistant superintendents, principals, and coordinators who devote more than fifty percent of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed fourteen hours per week, employees who hold positions of a temporary or a seasonal character for a period not in excess of one hundred working days in any calendar year, emergency employees, and such other employees excluded by law.

Section 3. School District/District: "School District" or "District" shall mean the School Board or its designated representative.

Section 4. Writing: "Writing" shall include properly addressed email correspondence.

Section 5. Other Terms: Other terms not defined in this Agreement shall have those meanings as defined by the PELRA.

## **ARTICLE IV SCHOOL DISTRICT RIGHTS AND OBLIGATIONS**

Section 1. Inherent Managerial Rights: The School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as to the functions and

programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Management Responsibilities: All teachers covered by this Agreement recognize the right and obligation of the School Board to manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations: All teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by this Agreement or by the School Board and shall be governed by the laws of the State of Minnesota and by School Board regulations, directives, and orders issued by properly designated officials of the School District, provided that such do not violate the economics and working hour conditions of this Agreement and also recognize the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognize that the School Board, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, and rules, regulations and orders of state and federal governmental agencies. Any provisions of this Agreement found to be in violation of such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

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

Section 5. Meet and Confer Obligations: The District has the obligation to meet and confer (exchange views and concerns) with the representative(s) of EMM to discuss policies and those matters relating to their employment not included under the PELRA. These meet and confer sessions shall be held at least once every four months at a time and place established by the School District. The first such meet and confer session shall be held prior to November 1 of each year of this Agreement. Agendas are to be exchanged at least twenty-four hours in advance of this meeting.

Section 6. Suspension Without Pay: The District has the right to suspend a teacher without pay upon completion of an investigation and a determination that a teacher's action was unbecoming of a teacher.

Subd. 1. Process: In the event that the District deems it necessary to suspend a teacher without pay, the District shall:

- a. Provide written notice of the suspension without pay to the teacher. The notice shall include a description of the event for which the suspension is being administered. If requested by the teacher, a conference shall be convened within 48 hours to review and discuss the information upon which the proposed action is based. Conferees may include the teacher, School District representative(s), and a representative(s) designated by the teacher, if the teacher so chooses.
- b. The written notice shall also include at least one (1) remedial proposal which was developed by the District.
- c. If possible, the notice shall also include a chronology of relevant communication(s), either oral or written, which were provided to the teacher by the District.

Subd.2. Incentives: The District's remedial proposal may include incentives. These incentives may include:

- a. Reduction in the number of suspension days without pay,

- b. Rebate of a portion of all pay,
- c. Use of the District's benefit package(s) while remedial activities are occurring, and
- d. Other.

## **ARTICLE V TEACHER RIGHTS AND OBLIGATIONS**

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

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

**Section 3. Request for Dues Checkoff:** Teachers shall have the right to request and shall be allowed dues checkoff, and the proceeds thereof shall not be allowed if said teacher organization has lost its right to dues checkoff pursuant to the PELRA. Upon the receipt of an authorization card, the District shall deduct one-tenth of such dues from ten (10) regular checks of each teacher beginning with the first check in October. Such authorization shall continue in effect for the duration of this Agreement unless revoked in writing between January 1 and October 1 of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payment by the following June. The amount will be paid each pay period to the treasurer or designee of EMM within four (4) business days of payday. In addition to dues, the teacher may choose to contribute to the AFT PAC fund by having an amount determined by the teacher deducted from his/her paycheck.

**Section 4. Inservice Training:** The District shall, whenever possible, provide for inservice training for its teachers. All teachers must participate unless excused in writing by the School District Administration and the Staff Development Coordinator. The local staff development committee will assist the School District in planning the format and program of inservice sessions.

**Section 5. Personnel Files:** To the extent provided by law, all evaluations and files generated within the School District relating to each individual teacher shall be available to each individual teacher upon his/her written request. All teachers shall receive a written, dated statement that evaluative or disciplinary materials have been added to their personnel files.

**Section 6. Payroll Deductions:** The teachers of the School District shall be allowed payroll deductions to a financial institution upon receipt of a signed authorization by the Superintendent. Such authorization may only be made once during a school year. Thereupon, deductions will remain in effect until a notice of cancellation is submitted to the Superintendent. The deduction will be discontinued effective the second payroll check after receipt of the notice of cancellation. Deductions shall be deposited in the mail on payday. New institutions will be added only when five or more teachers wish to have payroll deductions to the institution. Institutions currently having fewer than five teachers participating will be phased out within two years.

**Section 7. Fair Share Fee:** In accordance with the provisions of the PELRA, any teacher included in the appropriate unit who is not a member of EMM may be required by EMM to contribute a fair share fee for services rendered, but in no event shall the fair share fee exceed 85% of the regular membership dues. The association shall provide written notice of the amount of fair share fee assessment to the District and to each teacher to be assessed the fair share fee. It is also acknowledged that any dispute concerning the amount of the fair share fee shall be subject to the



proceedings provided in PELRA and, therefore, such disputes shall not be subject to the grievance procedure. The exclusive representative agrees it will defend and indemnify the School District from all claims, damages, or forms of liability arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative.

Section 8. Copies of This Agreement: The Agreement shall be prepared at the expense of the District within fifteen (15) business days after ratification by both EMM and the District. At that time, the Agreement will be sent electronically to teachers' school email addresses. Teachers new to the District will receive an electronic copy within fifteen (15) business days after their first day of employment.

Section 9. Assignment Notices: Assignment notices listing position, extra-curricular/co-curricular assignment(s), and corresponding salaries will be given to teachers by September 15th of each year an Agreement has been reached. Should any changes be made regarding the teacher's assignment during the school year, a revised assignment notice will be given to the teacher.

Section 10. Preparation Time:

Subd. 1. Length: Each full-time teacher shall be provided an average of 45-50 minutes of preparation time per day during the student contact days, with a minimum of a 25-minute block of time per day. Concurrent enrollment course teachers shall be provided an additional 45-50 minutes of preparation time per day during the student contact days. A concurrent enrollment course teacher may opt out of the additional preparation time. Part-time teachers shall be provided preparation time on a pro-rata basis with respect to both the 45-50 minutes of preparation time and the 25-minute block (i.e., .5 FTE teacher receives 22.5-25 minutes of preparation time with a minimum of a 12.5 minute block). Building principals will seek input on scheduling issues related to preparation time from teacher committees. Final determination for the schedules is the sole responsibility of the District.

Subd.2. Student Contact Day: This preparation time shall occur during the student contact day.

Subd. 3. Travel Time: Travel time between sites shall not be considered preparation time.

Section 11. Transfers:

Subd.1. Application: A teacher who desires a change in grade and/or subject assignment may file an application with the District.

Subd.2. Posting: Any vacancy or opening in a teaching position shall be posted in each building and notice given the EMM at the same time it is publicly posted. Any teacher desiring a transfer may apply.

Subd.3. District Right and Obligation: Prior to a transfer in an assignment, the School District shall discuss the change in assignment with the affected teachers. When a final decision is made, the affected teachers will be notified in writing within five (5) business days. Final decisions on assignments remain with the School District.

Section 12. Job Sharing:

Subd.1. Process: A "shared position" is defined as a position in which two licensed teachers perform duties required of one full-time teacher evenly divided between the two teachers. A shared assignment may include splitting the day, the week, or the year. A non-probationary teacher may request to be employed in a shared position. The School District reserves the right to grant or deny the privilege of job sharing. In acting to grant or deny the privilege of job sharing, the District shall view and treat the position as if its duties, obligations, responsibilities, and benefits were served by one (1) full-time

equivalent teacher. No more than four (4) job share teams per year (two elementary and two secondary) are permitted. Job share team teachers shall not be gainfully employed in another position during the hours of the school day.

- a. Approval. Prior to the application to the District, participating teachers shall mutually agree in writing to the dates and conditions of duty. These conditions of the job share assignment will be facilitated through a building review committee consisting of the building principal, an EMM representative, a grade level parent representative, and a School Board member.
- b. Application: Those teachers wishing to share a position shall make written application to the Superintendent. Initial or renewal applications must be made prior to March 15 of the school year preceding the school year in which the shared teaching will become effective to facilitate staffing plans for the following school year during which the position will be shared. The proposal shall be mutually agreeable to all parties. Applications may or may not be approved and/or renewed on a yearly basis with input from the building review committee.

Subd. 2. Salary: Teachers shall not be deprived of any salary schedule placement already recognized and being paid for the previous school year in this District. Job share teachers shall receive step advancement and increment payment in the same manner as any other teacher.

Subd. 3. Seniority: Teachers who are job sharing shall earn seniority the same as any other teacher as stated in ARTICLE VI, Section 2.

Subd. 4. Sick Leave: Shared teachers shall retain sick leave benefits accrued immediately prior to such assignment and shall be granted additional sick leave on a pro-rata basis.

Subd. 5. Workshop and Work Days, Parent Meetings/Conferences, and Early Release Inservice: Shared teachers shall attend workshop and workdays as mutually agreed in the application process. Both job share teachers must be available for parent teacher meetings as necessary. Service of job share partners must be scheduled to permit coverage of the full assignment.

Subd. 6. Benefits: Contributions by the District toward insurance benefits may be shared between the two teachers in a job-share position. The participating teachers will mutually agree to this sharing in the application process.

Subd. 7. Incumbency: The most senior teacher in a job sharing position will have the incumbent position if the job share assignment is no longer in effect. Upon completion of the job share assignment, the less senior teacher may seek another position or apply for a transfer to an open position in the District for which the teacher is licensed and qualified. In the event a long-term replacement becomes necessary for a job share teacher, the District will assign the remaining teacher to fill the position.

Subd. 8. Renewal: In order for a shared position to be renewed for another school year, the application and approval provisions described above must be followed.

Section 13. Confidentiality: A teacher will recognize the confidentiality of information and pertinent laws (Minnesota Data Practices, Family Education Rights and Privacy Act-FERPA, etc.) regarding students, other staff, or private District material.

Section 14. Communication Resources: The District agrees to allow EMM to use its facilities and resources for the purpose of communicating to its members. The District's resources include, but are not limited to, the use of email,

School District mailboxes (so long as EMM representatives physically distribute the communication in the mailboxes), a designated EMM bulletin board, and telephone system. EMM agrees that it will not use such resources so as to disturb or interfere with the educational process. Regarding political communication, EMM will only distribute that which includes Education Minnesota or its affiliates' disclaimer. The use of all School District resources is subject to applicable School Board policies and State and Federal laws.

## **ARTICLE VI UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT**

Section 1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10., which article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2. Definitions: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. Teacher: "Teacher" shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd. 1.

Subd. 2. Qualified: "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught and, as solely determined by the School District, has had teaching experience in such subject matter or field within the past five (5) years.

Subd. 3. Seniority: "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and commences with the initial date of hire, as approved by the School Board, in the School District.

For seniority purposes, teachers employed as District-wide coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher's current assignment as determined by the School District.

Subd. 4. Days: For Purposes of this Article, the word "days" shall refer to calendar days

### Section 3. Unrequested Leave of Absence (ULA):

Subd. 1. Terms: The School Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of four (4) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the Superintendent by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than June 30th.

Subd. 2. Notice: Teachers placed on such leave shall receive initial notice by May 1st of the school year prior to the commencement of such leave with reason for said placement.

Subd. 3. Placement:

- a. Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed. In no event can a teacher use seniority to obtain a position that has a greater full-time equivalency (FTE) than the position the teacher held at the time of placement on ULA. This limitation applies both at the time of placement on ULA as well as reinstatement therefrom.
- b. In the event a reduction in the number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher(s) for purposes of reduction shall be the discretion of the School District based on the following steps:
  1. Summary of the last three (3) administrative evaluations
  2. Specialized training/certifications
  3. Employment history of coaching/advising of any curricular, extra-curricular or co-curricular programs.

Subd. 4. Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District's affirmative action program, if any, which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate with purposes of such affirmative action program.

Subd. 5. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such a period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Realignment: For purposes of placement on ULA or recall from ULA, nothing in this article shall require the School District to reassign a senior teacher to a different position for which he/she is not qualified, as defined in "Section 2." above, to accommodate the seniority claims of a junior teacher.

Section 5. Dropping a License: A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

Section 6. Reinstatement:

Subd. 1. Process: No new teacher at any licensure tier shall be employed by the School District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been given leave or any other available positions in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

Subd. 2. Notices: When placed on ULA, a teacher must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District personnel office.

Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 3. Acceptance of Reemployment: If a full-time position becomes available for a qualified teacher on ULA, the School District shall mail, by certified mail, the notice to such teacher who shall have fourteen (14) calendar days from the date of such notice to accept the reemployment. Failure to accept, in writing by certified mail, within such fourteen (14) calendar day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.

A teacher placed on unrequested leave of absence does not forfeit the right to reinstatement when accepting a position with a lower full-time equivalency (FTE) for less than the FTE position they were placed on leave from. Acceptance of a lower FTE position does not change any of the timelines that are in place related to the original ULA.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease four (4) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board, Education Minnesota Mora, and the qualified teacher.

#### Section 7. Establishment of Seniority List:

Subd. 1. Preparation: By January 15th of each school year, the School District shall annually cause a seniority list (by name, date of employment, # of years of service, and subject matter or field) to be prepared from its records. The list will be posted at all school buildings in the District and an email notification will be provided to teachers when the list is initially posted.

Subd. 2. Request for Change: Any teacher whose name appears on such list and who may disagree with the order of seniority in said list shall have fourteen (14) calendar days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent.

Subd. 3. Final List: Within fourteen (14) calendar days thereafter, the School District shall evaluate any and all written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher. The list will be posted at all school buildings in the District and email notification will be provided to teachers.

Section 8. Filing of Licenses: In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually listed as being valid on the Minnesota Professional Educator Licensing Standards Board's website as of January 15th of such year shall be considered for the purposes of determining lay-off within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of recall but not for the current reduction.

Section 9. Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined in Section 2., Subd. 1. above and shall

not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

Section 10. Procedure: Following School Board action on discontinued positions and School Board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a) States the applicable grounds for the proposed placement,
- b) Provides notice to the teacher of their right to request a hearing on proposed placement within 14 days from the receipt of the notice; and
- c) Provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the School Board's proposed placement action. Right to a Hearing and Decision: Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided by M.S. 122A.40 and, thereafter, shall not be subject to the grievance procedure.
- d) The Board takes final action to place the teacher on ULA. This action must be taken before July 1st
- e) The teacher can appeal to the MN Court of Appeals

## **ARTICLE VII BASIC SCHEDULES AND RATES OF PAY**

Section 1. Basic Salaries: The wages and salaries reflected in Schedules A and B attached hereto shall be part of the Agreement for the 2019-2020 and 2020-2021 school years. All salary schedules contained in this Agreement shall be effective with the commencement of each school year defined by this Agreement. Curriculum writing compensation rates shall be in force until the specific summer's assignments are completed.

Section 2. Salary Schedule: The salary schedules attached to the Master Agreement are guidelines for this contract only, and they are subject to ratification.

Section 3. Retroactivity: In a negotiating year, back pay, if any, will be calculated from the date of contract ratification, unless otherwise mutually agreed upon during the negotiation process. 'Contract ratification' is described as the later date of the following: 1) the date the contract is voted in favor by a majority of the full School Board or 2) the date the contract is voted in favor by the procedure set in the EMM Constitution. If a succeeding contract is ratified on or prior to June 30<sup>th</sup> of an odd numbered year, no back pay will be necessary.

Section 4. Status of Salary Schedule: The salary schedules are not to be construed as a part of a teacher's continuing contract, and the District reserves the right to withhold any part of or all increment advancement or any other salary increase as the School District shall determine subject to the grievance procedure directly to ARTICLE XIV, Section 8.

## Section 5. Professional Pursuit:

Subd. 1. National Board Certification: A licensed teacher who achieves National Board Certification will qualify for the next lane on the teacher salary schedule at his/her current step placement. A teacher already on "Lane MA 45" will receive an additional \$1500 per year once the National Board certifies him/her. Any shifts beyond MA 45 will be costed out by the greater cost of one participant or an average of the cost for the number of participants over the previous years (not to exceed five years).

Subd. 2. Certificate of Clinical Competence: A licensed teacher who earns a Certificate of Clinical Competence will receive an additional \$500 per year once the American Speech-Language-Hearing Association certifies him/her.

Subd. 3. Concurrent Enrollment Certification: The purpose of this language is to establish guidelines for the continuance of concurrent enrollment programming. Based upon the needs of students at Mora High School, teachers may be reimbursed for the costs associated with successfully completed graduate-level coursework required to teach existing or proposed concurrent enrollment courses, if the coursework is completed at the request of the District, or through mutual agreement between the teacher and Superintendent.

- a. Reimbursement Agreement: The number of graduate credits and total amount not to exceed \$4,000 per teacher of the reimbursement for eligible expenses, including tuition, books and supplies shall be agreed upon in advance by the teacher and the Superintendent.
- b. Lane Advancement: Up to 18 credits earned with school district reimbursement shall be applicable to advancement on the salary schedule per Article VII. Section 6.
- c. Obligation to the School District: The teachers shall agree to teach concurrent enrollment classes at Mora High School for a minimum of 5 years after achieving certification by the Higher Learning Commission.
- d. Early Leave Penalty: If the teacher leaves the district prior to the 5-year time period, the teacher shall reimburse the District an amount equal to 20% of the total costs per year for each year remaining in the 5-year period. For example, if the teacher leaves one year after earning the credit, the teacher shall reimburse 80% of the total costs, (leaving after 2 years = 60%, 3 years = 40%, 5 years = 0%).
- e. School District Action: The teacher shall not be required to reimburse the District if failure to teach the required classes during the 5-year period is the result of District actions.

Section 6. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School District. The School District may use the local recertification committee in an advisory capacity to make this determination.

Subd. 2. Grades and Credits:

- a. Requirements: Credits earned for horizontal movement on the salary schedule shall be pre-approved graduate credits. The exception to this would be in the case of a District request for a teacher to earn an additional licensure. Credits shall carry a grade of "B" or better.
- b. Lane Change Credit: Inservice and non-college courses, in some circumstances, may be approved for lane change credit. Ordinarily said courses may be recommended by the re-certification committee; they shall be related to the field(s) in which the teacher is licensed; and they shall have a written, prior approval by the School District. Ten (10) re-licensure clock hour units for inservice and non-college courses shall equal one (1) quarter credit for lane change. Approved inservice and non-college credits may be granted to a maximum of six (6) quarter credits of the total needed for any lane change.
- c. College Classes: A minimum of six (6) quarter credits of any lane changes must consist of multiple credit college classes.
- d. Terms: Graduate credits from online courses, interactive television classes, and independent study courses may be earned for lane change. These credits must be approved by the Superintendent prior to registering for the course and must be from a CAEP (Council for Accreditation of Educator Preparation) accredited post-secondary institution, or an institution approved by the Superintendent prior to registration. The teacher must provide written verification of accreditation with the approval request. In order for the credits from these courses to qualify, the teacher must have earned a "B" or better grade. Pass/fail courses covered by this provision do not qualify for lane change. The Superintendent's decision concerning online credits is not grievable under Article XIV. However, a teacher who disagrees with the Superintendent's decision to deny the online credits may appeal that decision to a committee consisting of three (3) teacher representatives and three (3) School District representatives. A majority vote of the committee is required to overturn the Superintendent's decision.
- e. Credits: One semester credit equals 1.5 quarter credits.

Subd.3. Prior Approval: All credits, in order to be considered for application, must be approved by the School District in writing prior to the taking of the course.

Subd.4. Effective Date: Individual employment contracts will be modified to reflect qualified lane changes after a teacher has completed the required credits for a pro-rata lane change. Teachers must submit their request to the District no later than August 15, January 5, and March 1. A grade slip or other verification must be submitted as soon as possible after completion of the course to the District office. Lane changes shall be reflected in the next possible pay period.

Subd.5. Advanced Degree Program: A teacher shall be paid at the master's degree lane or higher lane only if the degree program is germane to the teaching assignment as approved by the School District and the degree program is approved in writing by the Superintendent in advance.

Section 7. Prior Experience: A teacher who has had experience in other school districts or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and the teacher.

Section 8. Hourly Rate: A teacher's hourly rate is to be determined by dividing his/her annual regular salary by the total yearly teacher duty days and his/her daily salary by eight.



Section 9. Payment Periods: Salary checks will be issued on the 15th and 30th of each month during the fiscal year, for a total of 24 pay periods. If the payment period falls on a legal holiday, checks will be issued on the day preceding that holiday. Teachers may elect to utilize a 19-pay-period option. In order to do so, they must inform the District office in writing by August 15 of their intent.

Section 10. Application: Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the bachelor's or master's degrees and must be taken from an accredited college or university. Correspondence school credits may not be applied.

Section 11. Special Assignment: A teacher on special assignment shall retain all rights and benefits listed in this Agreement. Any new or open special assignment positions shall be posted in each building, and teachers may apply.

## **ARTICLE VIII TELECOMMUNICATIONS**

Section 1. Mutual Agreement: Assignments to teach classes utilizing telecasting in neighboring school districts shall, as far as possible, be mutually agreed upon between the teacher and the School District. Tentative teaching assignments for each year will be made by May 1. All teachers affected by the telecommunications assignments will be notified by mail of final assignments no later than July 1.

Section 2. Physical Set-up: The teacher shall be minimally responsible for the physical set-up or operation of the telecasting production, e.g., turning on camera and camera angle adjustment.

Section 3. Certification: Each telecommunications class shall be taught by a certified teacher.

Section 4. Student Discipline: Teachers shall be responsible for the behavior of students at the remote sites where instruction is being sent only to the extent that classroom rules can be enforced from the District. The teacher is responsible for reporting to the remote site administration any misbehavior of which he/she is aware.

## **ARTICLE IX PAIRING AND SHARING**

Section 1. Mutual Agreement: All teaching done outside the School District shall, as far as possible, be by mutual agreement of the affected teacher and the School District.

Section 2. Transportation: Transportation time to and from remote sites shall be scheduled, as far as possible, so as not to interfere with the teacher's preparation time. Transportation to remote sites shall be provided by the School District, or in lieu of such transportation, reimbursable at the prevailing District rate of reimbursement.

## **ARTICLE X EXTRA COMPENSATION**

Section 1. Extra-curricular Schedule: The wages and salaries reflected in Schedule B, attached hereto, shall be a part of this Agreement. Fall and Spring coaching salaries shall be paid at the completion of the respective season. Winter coaches shall be paid one half (½) of the coaching salary on January 15th and the balance at the completion of the Winter sports season.

Section 2. Teacher Substitutes: A teacher who during his/her preparation period agrees to substitute for another teacher at the request of the administration shall be compensated as follows:

Subd. 1. Hourly Rate: The hourly rates for the above shall be \$23 per hour.

Subd. 2. Hourly Substitution Compensation: A teacher may elect, in lieu of the hourly rate as stated in "Subd 1" above, to select comp time – see "Section 4" below.

Section 3. Other Assignments: Teachers assigned to do summer school teaching and homebound instruction shall be paid at their hourly rate as defined in ARTICLE VII, Section 7.

a. Predetermined set hourly rate

The following additional assignments shall be compensated at the given rate of pay:

- |      |   |                          |
|------|---|--------------------------|
| i.   | Targeted Service                                      | \$25/hr                  |
| ii.  | Moving Due to Construction<br>or District Requirement | \$25/hr (6 hour maximum) |
| iii. | Elementary Knowledge Bowl                             | \$25/hr                  |
| iv.  | Curriculum Writing                                    | \$25/hr                  |
| v.   | School Dance Chaperone                                | \$15/hr                  |

b. The following additional assignments shall be compensated at the given rate of pay OR compensatory pay per Section 4.

- |      |                       |         |
|------|-----------------------|---------|
| i.   | Student Showcase      | \$25/hr |
| ii.  | Spelling Bee          | \$25/hr |
| iii. | Title 1 Reading Night | \$25/hr |

c. School Dance Chaperones

Up to five (5) chaperones will be compensated at \$15 per hour for up to three (3) hours for each of six (6) dances during the school year. Up to ten (10) chaperones for Prom will be compensated at \$15 per hour for up to eight (8) hours.

Section 4. Compensatory Pay (Time): Compensatory Pay may be granted to teachers in lieu of regular, approved pay for student contact employment duties.

Subd. 1. Rate of Pay: The regular rate of pay for these services is outlined in Sections 2 and 3 above.

Subd. 2. Comp Time Procedure:

- a. One Contract Day: A teacher may claim comp time equivalent to one contract day after completing seven hours of paid employment or, effective beginning with the 2016-2017 school year, may claim a half day of comp time after completing four hours of paid employment, performing the duties noted in Sections 2 and 3(b) above. However, a teacher may not claim a half day of comp time on more than two occasions during a single school year.
- b. Maximum Accumulation/Teacher: The maximum comp time a teacher may claim in a twelve-month period is three (3) days.
- c. Maximum Accumulation/EMM: The maximum number of comp days the teacher group EMM may use in a school year is 60.
- d. Use: The comp time must be used within the school year during which the time is earned or during the school year immediately following any post May 1st or summer comp time earned. If the teacher chooses to not use earned comp time, he/she must notify the building

administrator in writing by May 30 in order to be compensated at the regular hourly rate as described in Sections 2 and 3 above.

- e. Requests: Requests to use comp time must be made in writing to the School District at least three (3) business days in advance, except in the case of an emergency. Teachers requesting to use these days in a block of greater than two (2) days must do so in writing to the Superintendent seven calendar days in advance. This requirement also applies if comp days are used in conjunction with personal days (i.e., personal and/or comp leave days in a block of 3 or more requires Superintendent approval). Confirmation allowing the approved leave shall be made in writing two (2) business days prior to the leave date(s), except in the case of emergency. Only five percent (5%) of the teachers may be on personal leave and comp days earned at any one time, with a three percent (3%) limit the last twenty (20) student contact days of the school year and the five days before and after breaks of more than two days.
- f. Non-accumulative: Comp time is non-accumulative.

Section 5. Extended Employment: The salary for extended employment shall be at the teacher's daily rate of pay. Extended employment is intended for those teachers who have specific pre-or post-school year duties, pre-approved in writing by the District, that are necessary to the successful fulfillment of their teaching/work assignment. It would have a direct relationship to their regular assignment as determined by the District.

#### Section 6. 403b Plan:

- Subd. 1. District Contribution: The District shall contribute a dollar-for-dollar match to the allowable yearly limit of a qualifying teacher's yearly contribution to the District's 403b plan, up to an amount equal to 1.5 percent of the teacher's previous year's base salary plus \$250, multiplied or more. If a teacher is on unpaid leave of absence for an entire school year and then returns to active service for the District, the teacher shall be eligible for the \$250 match, but not the 1.5 percent match, during the first year in which the teacher returns to active service.
- Subd. 2. Contribution Dates: The District shall determine the date(s) of distribution of the yearly contribution within the year.
- Subd. 3. Verification of Teacher Contribution: It is the teacher's responsibility to verify in writing his/her personal contribution for the total amount of matching funds. It is the teacher's responsibility to notify the District office in writing (by August 15) if the personal contribution is to be changed to qualify for the total amount of matching funds.
- Subd. 4. Termination: A teacher terminated or discharged pursuant to Minnesota Statute 122A.40, shall not earn a contribution for his/her final year.
- Subd. 5. Voluntary 403(b) Contributions: All recognized insurance companies currently selling within the District may sell tax-sheltered annuities to teachers subject to legal limits. These teachers shall be given the option of changing companies, increasing or decreasing contributions, or otherwise altering the terms with the carrier no more than one time per quarter. New companies may be added only when ten (10) or more teachers wish to purchase through the company. Companies currently having fewer than ten (10) teachers participating will be dropped when the teachers are no longer enrolled with the company.

## **ARTICLE XI LEAVES OF ABSENCE**

### **Section 1. Sick Leave:**

**Subd. 1. Earning:** All full-time teachers shall earn sick leave as outlined below. Annual sick leave shall accrue at the beginning of the school year. Part-time teachers will have their sick leave prorated based on their full time equivalency (FTE).

- a. Full-Time teachers in their first through third consecutive years of teaching in the District will accrue eleven (11) days of sick leave per year.
- b. Full-Time teachers beginning their fourth consecutive year of teaching in the District will accrue ten (10) days of sick leave per year.

**Subd. 2. Accumulation and Sick Leave Buy Back:** Unused sick leave days may accumulate to a maximum credit of one hundred thirty (130) days of sick leave per teacher. At severance of employment and retirement eligible, teachers who meet the eligibility and notification requirements in Article XV, Section 9, Subd. 1, 2, and 4 shall be eligible to buy back unused sick leave at a rate of \$50 per day for up to 100 days. The maximum buy back per year for all teachers shall not exceed \$10,000. Compensation for sick leave buy back will be provided to teachers in the form of a contribution to the teacher's VEBA.

**Subd. 3. Use:** Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to illness or injury which prevented his/her attendance at school and performance of duties on that day or days. Sick leave may be used in hourly increments.

**Subd. 4. Medical Certificate:** The School District may require a teacher to furnish a medical certificate from the District's health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness in order to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the School District.

**Subd. 5. Approval:** Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available in administrative offices.

**Subd. 6. Unearned Use:** In the event of resignation, termination, or discharge of a teacher to whom sick leave has been advanced in excess of that accumulated, the teacher is required to refund the amount paid for the period of such excess.

**Subd. 7. Verification:** An annual accounting of accumulated sick leave days shall be given to each teacher by October 1. Teachers new to the District with previous experience may be offered up to five (5) sick days for each year of experience in addition to the contractual 13 days per year.

### **Section 2. Sick Leave Pool:**

**Subd. 1. Use:** A sick leave pool is available for use by a teacher experiencing a long term, catastrophic illness of the individual teacher. In order to qualify for use of the sick leave pool, a teacher must have exhausted all sick leave days available to him/her.

Subd. 2. Request: Request for use of the sick leave pool days must be made in writing to the Superintendent. A medical certificate must be provided to the District upon application for use of the sick leave pool.

Subd. 3. Approval/Denial: Approval or denial of use of the sick leave pool will be made by the Superintendent and given in writing to the teacher requesting the use and to the President of EMM.

Subd. 4. Donations: In order to donate days to the pool, a teacher(s) must have a minimum of 60 days of sick leave accumulated. A teacher may voluntarily donate up to five (5) days of his/her accumulated sick leave to the pool per year.

Subd. 5. Maximum Donation: A maximum of 100 sick leave days may be donated to the pool in a school year.

Subd. 6. Building Hours: Any unused days in the sick leave pool shall not be returned to the teachers who contributed. Unused days will not be carried over to the next year.

Section 3. Family Illness: A teacher may use sick leave days to attend to an ill spouse, dependent child, or parent.

#### Section 4. Personal Leave:

Subd. 1. Earning: All full-time teachers shall earn personal leave as outlined below. Annual personal leave shall accrue at the beginning of the school year. Part-time teachers will have their personal leave leave pro-rated based on their full time equivalency (FTE).

- a. Full-Time teachers in their first through third consecutive years of teaching in the District will accrue two (2) unconditional days of personal leave per year.
- b. Full-Time teachers beginning their fourth consecutive year of teaching in the District will accrue three (3) unconditional days of personal leave per year.

Subd. 2. Accumulation: At the end of a year, a teacher's unused personal leave days will be carried over to the next year to a maximum of five days.

Subd. 3. Use: Notification for taking of personal leave must be made in writing to the School District at least three (3) business days in advance, except in case of emergency. Teachers with accumulated personal leave of more than two days may request, in writing, to use a block of three or more days. Requests to use blocks of three or more days are to be made in writing to the Superintendent seven (7) calendar days in advance. Confirmation allowing the approved leave shall be made in writing two (2) business days prior to leave date(s), except in the case of emergency. Only five percent (5%) of the teachers may use comp days and be on personal leave at any one time. No more than three percent (3%) of the teachers may use comp days and be on personal leave within the last twenty (20) student contact days of the school year and the five days before and after breaks of more than two days. Personal days will not be allowed on the first and last five days of school. An exception to the limits described in this subdivision could be made in extraordinary circumstances. Requests for such an exception must be made, in writing, to the Superintendent. Approval or denial of this request will be made in a timely manner as appropriate to the leave circumstance.

Subd. 4. End of School Year: At the end of the school year, a teacher may choose to be compensated for up to three (3) days of unused personal leave at the substitute teacher daily rate of pay. Each day for which the teacher is compensated will be removed from the

teacher's accumulation of personal leave days.

Section 5. Sabbatical Leave: Upon written application, a teacher who has been employed as a teacher for five years in the District may be granted sabbatical leave for up to one year for the purpose of professional growth as determined by the District. Reasons for denying a request for sabbatical leave must be clearly defined by the District, in writing, within 10 calendar days of the School Board meeting during which action was taken to deny such request. During said leave, the teacher shall be considered to be in the employ of the School District and shall be paid one-third the salary the teacher would have received for that period of time. The teacher on sabbatical leave is eligible for the benefits listed in this Agreement at his/her own expense.

Subd. 1. Return: A teacher, upon return from sabbatical leave, shall be restored to his/her former position or to a position of like nature and status unless previously discharged or placed on unrequested leave of absence, and shall be placed at the same position on the salary schedule as during such period. He/she shall maintain tenure, insurance benefits, accumulated sick leave, and all other accrued benefits earned prior to taking the leave.

Subd. 2. Assistance for Substitute: The teacher and his/her department agree to work with the substitute teacher rendering assistance in all the various aspects of teaching.

Subd. 3. Salary Reimbursement: The teacher agrees to return to the District for a period of two times as long as the sabbatical leave. If the teacher does not return, the salary must be paid back to the District.

Subd. 4. Leave Limitation: No more than one (1) full-time teacher may take a sabbatical leave during one year.

Subd. 5. Application Deadline: Application must be made by March 1 preceding the year sabbatical is to be taken.

Section 6. Emergency/Bereavement Leave: Emergency/bereavement leave of up to five days shall be granted by the School District to any teacher on account of death or medical emergencies to a member of the immediate family as part of, but not in addition to, the thirteen (13) days of sick leave. The School District shall determine the number of days to be used. Emergency leave is to be deducted from accumulated sick leave. "Immediate Family" shall be defined to include a spouse, in-law, son, daughter, grandchild, mother, father, grandparent, aunt, uncle, brother, sister of either the teacher or his/her spouse. Additional relatives or close friends may be included if, in the determination of the School District, such relationship was equivalent to a member of the immediate family. Provisions in M.S. 181.9413 and in the Family Medical Leave Act supersede this language where applicable.

Section 7. Jury Duty: Leave will be granted teachers who are asked to serve on jury duty. No deduction in salary will be made, but teachers are required to reimburse the School District for the fees received for jury duty.

#### Section 8. Disability Leave:

Subd. 1. Use: Earned sick leave may be used for disabilities that prevent a teacher from performing his/her work assignment for the actual period of disability determined by a physician. The District may have the disability verified at its expense. A teacher may be granted an unpaid leave of absence by the School District for purposes of bonding with a new child provided arrangements can be made with the Superintendent to cover the employment assignment with a suitable and qualified replacement. A teacher is not eligible for this leave if previously discharged or placed on unrequested leave of absence. The District may adjust the proposed beginning and ending period of this leave so that dates may coincide with natural breaks in the school year. After discussion with the teachers requesting the leaves as to the best interests of the students in their classes, the

Superintendent and the building principals of the teachers requesting the leaves will determine what those natural breaks shall be. The returning teacher shall be assigned by the District to a position for which he/she is licensed.

Subd. 2. Notification: Teachers who expect to use disability leave because of a potential physical disability shall notify the Superintendent in writing of their intended use of disability as early as possible.

Subd.3. Return to Work: A teacher who returns from disability leave, bonding leave, or both, within the provisions of this section, shall retain privileges and other benefits that were accrued under the provisions of this Agreement at the commencement of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the aforementioned unpaid leave.

Subd.4. Insurance Benefits: A teacher on disability leave who is covered by accumulated sick leave shall receive all insurance benefits ordinarily paid to working teachers. Teachers who have run out of sick leave coverage during a disability may participate in group hospitalization and dental insurance programs but shall pay the entire premium for such programs as the teacher wishes to retain. Payments should be arranged through the District office.

#### Section 9. New Family Member Leave:

Subd. 1. Use: Following the entrance of a newborn or newly placed foster/ adoptive child, new family member leave may be granted to prepare and provide parental care for a child or children of the teacher for an extended period of time.

Subd.2. Application: A teacher making application for new family member leave must inform the Superintendent in writing of the request to take leave, at least 30 calendar days prior, except in cases of emergency.

Subd. 3. Pay: When a teacher is granted new family member leave, the teacher may expect to use the appropriate amount of days granted, deducted from remaining accumulated sick leave, as determined based on:

- a. A pregnant teacher will provide, at the time of the leave application, a statement from her physician indicating the expected delivery date. Upon delivery, birth mothers may use up to the next 30 consecutive week days deducted from remaining accumulated sick leave for recovery time. Recovery periods exceeding 30 consecutive weekdays will require a physician's statement.
- b. Birth fathers may use up to the next 20 consecutive week days deducted from remaining accumulated sick leave to provide care of a newborn or newly born child.
- c. One parent of a new foster/adoptive placement child may use up to 20 consecutive week days deducted from remaining accumulated sick leave. In the event of a newborn (0-3 months) placement, the parent may use up to 30 consecutive week days deducted from remaining accumulated sick leave. Intent-to-adopt /foster documentation must be submitted to the district in order to be approved for this leave.
- d. A teacher who uses this new family member leave is also on leave, without pay, from activities covered by the extra-curricular schedule, if applicable.

Section 10. Leave of Absence: Upon written request to the School District, a teacher may be granted a leave of absence for a period not exceeding one entire school year. Granting of such a request shall be based on the following requirements:

Subd. 1. Substitute: A satisfactory substitute is available.

Subd. 2. Use: The leave is necessary because of personal illness, illness or death in the family that requires the teacher's assistance, necessary study for advanced degrees, education travel, and other statutory allowable leave.

Subd. 3. Return: The teacher agrees to return to the District for at least one year in a position assigned by the District in a field for which he/she holds a license. Leave of absence shall be without compensation or expense allowance from School District funds. Teachers may remain in insurance groups, paying their own premiums, as arranged through the District office.

Subd. 4. Failure to Return: If a teacher fails to return to the District for at least one year as required by Subd.3 above, then that teacher's insurance continuation of benefits rights (COBRA) shall be deemed to have commenced at the time when the leave of absence began.

#### Section 11. EMM Professional Leave:

Subd. 1. Use: Each year, the District will set aside 15 days to be used for professional leave for EMM. This leave shall be used for teachers serving on state committees, making presentations to groups, or other similar activities to promote education and activities for learners. A teacher, receiving any compensation as a presenter or facilitator shall reimburse the District up to the full cost of the substitute.

Subd. 2. Application: Application for EMM professional leave shall be made to the President of EMM. EMM shall review with the Superintendent the use of this leave three business days prior to the leave.

Subd. 3. Substitute Cost: Substitute cost for the first five days of EMM professional leave used for lobbying at the Minnesota State Capitol shall be borne by the District. Substitute costs for other EMM professional leave days shall be reimbursed to the District by EMM.

Section 12. Leave Without Pay: The District may honor requests for leave without pay for situations not covered by other parts of this Agreement to a maximum of three days per year. These days will result in all wages being deducted from the teacher's pay for each day taken. Requests must be made in writing to the Superintendent at least three business days prior to the leave, whenever possible. An effort will be made to provide written confirmation for allowing or disallowing said leave in adequate time prior to the proposed leave, but will take no longer than two business days. Unpaid leave may not be taken during the first and last days of the school year. All other available leave time, including sick leave as applicable, must be exhausted before leave without pay.

## **ARTICLE XII HOURS OF SERVICE**

#### Section 1. Daily Hours:

Subd.1. Building Hours: The hours for teachers within a building shall be eight (8) hours daily and may vary according to the needs of the educational program of the District. The specific hours for each building will be designated by the School District.

Subd. 2. Additional Activities: In addition to the basic school day, teachers may be required to participate in School District activities beyond the basic teacher's day as is required by the School District. The



normal duties for teachers include a share of extra-curricular, co-curricular, committee, and supervisory activities, as determined by the School District. Non-salaried assignments after the normal school day that exceed significantly the time spent in the previous school year shall be negotiated with the EMM.

Section 2. Duty-Free Lunch Period: Each teacher will be provided a duty-free lunch period, free from student contact, consisting of a minimum of thirty (30) minutes.

Section 3. Assignments of Extra-Curricular/Co-Curricular Duties:

Subd. 1. Resignation: A teacher shall be relieved of extra-curricular/co-curricular responsibilities by giving written notice within two weeks of the conclusion of the appropriate season preceding the contract year in which he/she wishes to be relieved. During that time, the District agrees to actively seek a suitable replacement within one (1) year.

Subd. 2. Mutual Agreement: The School District may assign the teacher to extra-curricular, co-curricular, or other assignments subject to established compensation of such services.

Subd. 3. Job Description: Before a proposed extra-curricular or co-curricular assignment not covered by the Agreement is advertised or filled, a job description shall be reviewed and a salary agreed on by EMM and the School District.

**ARTICLE XIII  
ESTABLISHMENT OF THE SCHOOL YEAR**

Section 1. Length of School Year: The school year shall consist of 184 teacher duty days, including seven work and workshop days.

Section 2. Teacher Duty Days: The School District shall receive input from teachers and establish the duty days for the next school year. Teachers shall perform services on those days as designated on the school calendar adopted by the School Board, including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

Section 3. Part-time Teachers: Part-time teachers' school year shall consist of normal contracted duty days and all workshop days.

Section 4. Teacher Inservice:

Subd. 1. Purpose: The primary purpose of the non-student time created for inservice shall be to provide professional development opportunities for teachers.

Subd. 2. Staff Development Committees: The Staff Development Committees shall work with the District in recommending and facilitating specific activities for the inservices.

Subd. 3. Dates: The dates for inservices will be set by the District with input from teachers when the school calendar is established.

## Section 5. Emergency Closings:

Subd. 1. Duties: In the event a student day or teacher duty day is lost for any emergency, the teacher shall perform duties on that day or any such day in lieu thereof as the School District shall determine. When teachers, due to an emergency, will not be required to perform services on a specific day, they will be so advised by telephone, text message, email, television or radio station, or social media. If no contact is made, the teacher shall report to work. Salary shall be deducted for any time lost on a workday in intervals of fifteen minutes.

Subd. 2. Closing During the Work Day: In the event that there is an emergency closing after the work day has started, teachers may be released with no loss of pay thirty minutes following the release of students.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the School District as to the interpretation or application of terms and conditions of employment contained in this Agreement.

Section 2. Representative: Each party may be represented during any step of the procedure by any person or agent designated by said party to act in the party's behalf.

### Section 3. Definitions and Interpretations:

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

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

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

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred. Failure to file any grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee.

Section 5. Adjustment of Grievance: The parties shall attempt to adjust all grievances which may arise during the course of employment in the following manner:

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

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

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within five (5) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee of or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

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

Section 7. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such a request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to submit a list of five arbitrators pursuant to the PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the list of arbitrators be provided within thirty (30) days after the receipt of said request. The failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decisions: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by the PELRA.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with the arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing, if mutually requested by the parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration shall be paid equally by the parties.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to manage and conduct efficiently its operation within the legal limitations surrounding the financing of such operations.

Subd. 8. Processing of Grievance: All grievances shall be heard outside of the school day, subject only to the discretion of the arbitrator, or at such times as determined by the School District. In the event the grievance shall be processed during the basic school day, there shall be no loss in wages, and this process shall involve no more than three persons, including the grievant's representative, in any grievance whether involving one or more grievant.

Section 9: Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the teacher shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions involving claims of employment discrimination, nor shall it apply to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator. In addition this section shall not apply to any situation in which its application constitutes unlawful retaliation or reprisal.

## **ARTICLE XV GROUP INSURANCE**

Section 1. Health and Hospitalization Insurance: The School District shall contribute an amount as outlined in Subd. 1 through 6 below toward the annual premium for coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization plan. Any additional cost of premium shall be borne by the teacher and paid by payroll deduction. In the event the School District's contribution for coverage is discriminatory or illegal, EMM will hold the School District harmless and indemnify the School District from any and all actions, suits, claims, damages, judgments, and other forms of liability, which any person may have or claim to have arising out of or by reason of the School District's contribution toward insurance coverage.

Subd. 1. Single Coverage: The District shall contribute up to \$6,500 toward the annual premium for individual coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District's group health and hospitalization plan.

Subd. 2. Employee + Children Coverage: The District shall contribute up to \$6,800 toward the annual premium for individual plus children coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District's group health and hospitalization plan.

Subd. 3. Employee + Spouse Coverage: The District shall contribute up to \$7,500 toward the annual premium for individual plus spouse coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District's group health and hospitalization plan.

Subd. 4. Family Coverage: The District shall contribute up to \$10,000 toward the annual premium for family coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District's group health and hospitalization plan.

Subd. 5. Dual Spouse Teacher Contribution: When both married teacher spouses work for the School District, are eligible for insurance coverage, and enrolled in the District plan, the District shall contribute up to \$10,000.00 toward the annual premium for family coverage or up to \$7500 for single plus spouse coverage for the first employee. The second employee may request the single District contribution rate of \$6,500 be paid towards the family or single plus spouse coverage as a dependent under the first employee's policy.

Subd. 6. Health Savings Account (HSA): The District agrees to place the difference between the District contribution and the cost of the monthly premium, should there be a positive difference, into the teacher's Health Savings Account (HSA) if the teacher signs up for the HSA Insurance plan.

Section 2. Dental Insurance: The School District shall contribute up to the sum of \$425 for the school year toward the annual premium for coverage for each full-time teacher employed by the District who qualifies for and is enrolled in the School District's group dental insurance plan. Any cost of premium beyond that amount shall be borne by the teacher and shall be paid by payroll deduction.

Section 3. Long-Term Disability: The School District will participate in a long-term disability insurance program by paying up to compensation x .00405 per year for the school year toward the annual premium for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District's long-term disability insurance plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Section 4. Life Insurance: The School District shall contribute up to the sum of \$82.08 for the school year toward the purchase of a term life insurance policy for each full-time teacher who qualifies for and is enrolled in the School District's group term life insurance plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Section 5. Resigning Teachers: A teacher who is completing his/her last year of employment with the District may remain in the District's group health and hospitalization plan, group term life insurance plan, and group dental insurance plan, with continued School District contributions until August 31 of that year or receive pay in an amount equal to twelve (12) times the District's monthly contribution for coverage minus the amount already paid toward monthly premiums during the teacher contract year. This pay will be paid in one lump sum together with the last paycheck received by that resigning or retiring teacher.

Section 6. Initiation of Benefits: In accordance with insurance policy specifications, all insurance coverages shall commence on the first day of the month following date of employment.

Section 7. Claims Against the District and EMM: No claim shall be made against the School District or EMM for coverage not requested in writing by the teacher and acknowledged in writing by the School District; and no claim shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

Section 8. Retiring Teachers: Retiring teachers shall be allowed to remain in the medical insurance group(s) to the extent provided by law. Premiums shall be paid by the retiring teacher(s).

Section 9. Early Retirement Health and Hospitalization Insurance:

Subd. 1. Eligibility: All full-time teachers who have been employed by the School District a minimum of 15 consecutive years and are at least 56 years of age or have reached the Rule of 90 shall be eligible to continue participation in the District's group health insurance until the teacher becomes eligible for Medicare and pursuant to state and federal laws. This provision applies only to retired teachers who participate in the District's health and hospitalization insurance program. When determining whether a teacher meets the "minimum of 15 consecutive years" requirement, only the 15 consecutive years immediately preceding the effective date of the retirement shall be considered; years of service preceding a break in the employee's service with the District shall not be considered.

Subd. 2. Eligibility: Beginning with teachers retiring under the 2019-2021 agreement, the amount of up to \$4200 per year shall be contributed by the District toward the retiring teacher's health and hospitalization insurance premium for a maximum of 9 years. The retired teacher shall pay the remainder of the premium for such insurance commencing with the first payment when he or she is no longer eligible for District contribution and shall pay the District the remainder of the monthly premium in advance.

Subd. 3. Medicare/Medicaid: Should the retiree become eligible for Medicare or Medicaid benefits in less than 9 years, the District's contribution outlined herein shall cease. Should the retiree become eligible for Medicare or Medicaid prior to the age of 65, the benefits outlined in this section shall cease upon the date the retiree became eligible for Medicare or Medicaid.

Subd. 4. Notification: Written notification of retirement to the Superintendent must be received by February 1 of the year in which the retirement will occur in order for this benefit to apply.

## **ARTICLE XVI EARLY CHILDHOOD FAMILY EDUCATORS**

Early Childhood Family Education teachers, hereinafter referred to as ECFE, shall be entitled to the terms and conditions of this Master Agreement, except as modified or defined in this article.

Section 1. Probationary Period: the probationary period for an ECFE teacher shall be three (3) consecutive school years of continuous service with the School District. In order for a school year of service to count as a year of the probationary period, an ECFE teacher must have actually performed services for the School District on at least sixty (60) days during the school year. During the probationary period or immediately at the end of the three (3) consecutive school years of continuous service, an ECFE teacher may be non-renewed or terminated by the School District for any reason without review through the grievance procedure. Following completion of the probationary period, an ECFE teacher may be disciplined, suspended, or discharged only for just cause subject to Article XIV, Grievance Procedure, and Article IV, Section 6, Suspension Without Pay.

Section 2. Seniority: Non-probationary ECFE teachers shall be placed on a separate seniority list based upon seniority and areas of appropriate licensure. ECFE teachers shall not have seniority, bumping or reinstatement rights to

positions on the regular K-12 seniority list, nor shall regular K-12 teachers have seniority, bumping or reinstatement rights to an ECFE position. Following completion of the probationary period, ECFE teachers shall accrue seniority dated back to their first day of continuous service with the School District.

Section 3. Layoff and Recall: In the event of the elimination of an ECFE teaching position(s), placement of ECFE teacher(s) on layoff shall be based upon seniority and appropriate licensure. Reinstatement of ECFE teachers from layoff shall be in inverse order of their placement on layoff. Non-probationary ECFE teachers on layoff shall have reinstatement rights for a period of five (5) years from their date of layoff. This section shall not apply to class cancellation during the school year. If an ECFE teacher is being placed on layoff, notice will be sent to the teacher prior to July 1<sup>st</sup>.

Section 4. Hours of Service, Duty Day, Duty Week, Duty Year: Recognizing the unique, changing and irregular nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be assigned by the School District and modified from time to time based upon the needs of the program.

Section 5. Assignments: Prior to August 15 of each year, the District will send each ECFE teacher a notice of hours of anticipated assignment for the subsequent school year, which may be modified from time to time based upon the needs of the program pursuant to Section 4. above.

Section 6. Non-Regular Hours: Pay time for team meetings, staffing meetings, special projects, staff development, and curriculum writing will be determined and assigned by the District and shall be at the ECFE teacher's individual hourly rate.

Section 7. Setup and Takedown Time: ECFE teachers will be allotted setup time of 30 minutes prior to each class and takedown time of 30 minutes after each class.

Section 8. Benefits: ECFE teachers shall not receive benefits such as personal leave days, sick leave days, health insurance, etc. prorated by hours of service, if the ECFE teacher qualifies.

Section 9. Retirement and Severance Pay: The provisions of Article X shall not apply to ECFE teachers.

Section 10. Salary: ECFE teachers will be given raises as follows: 2019-2020 school year: 1.75% and 2020-2021 school year: 2%.

## **ARTICLE XVII DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2019, through June 30, 2021, and thereafter until modifications are made pursuant to the PELRA, except that teachers shall be paid the basic salary set forth on the teacher's individual employment contract. If either party desires to modify or amend this Agreement commencing as stated above, it shall give written notice of such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations prior to February 1, 2021.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and EMM. The provisions herein relating to terms *and* conditions of employment and specified personnel policies, supersede any and all prior Agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment and personnel policies inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current Agreement term, unless specified in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutual agreement recognizes a problem that must be resolved before July 1, 2021, and then only that individual problem will be discussed.

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

Section 5. Effective Date: The effective date of any changes in rates of pay shall apply only for services rendered subsequent to time that the School Board has established changes in rates of pay by resolution with the effective date to be specified in the resolution creating the new rates of pay.

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

EMM

THE SCHOOL DISTRICT

*Cathy Ennis*  
*Anna Kevon* 3/2/2020

*Karen Kirschner*  
Board Chair  
*[Signature]*  
Board Clerk

DATED: *Feb. 28, 2020*

DATED: *February 27, 2020*



**Education Minnesota- Mora, Local 1802, AFL-CIO**

**SALARY SCHEDULE 2019-2020**

**1.75% Increase over 2018-2019 Salary Schedule**

STEP	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	Doctorate
1	40,051	40,924	42,118	43,411	43,669	45,219	46,509	47,802	49,223	50,240
2	40,266	41,138	42,333	43,624	43,883	45,433	46,724	48,018	49,437	50,455
3	41,470	42,408	43,696	45,027	45,384	47,031	48,364	49,697	51,170	52,188
4	42,676	43,683	45,063	46,433	46,886	48,633	50,006	51,379	52,906	53,923
5	43,888	44,956	46,428	47,841	48,390	50,238	51,648	53,064	54,645	55,662
6	45,104	46,233	47,796	49,248	49,896	51,843	53,297	54,750	56,384	57,401
7	46,311	47,510	49,165	50,659	51,407	53,450	54,943	56,438	58,126	59,143
8	47,521	48,789	50,536	52,072	52,914	55,059	56,593	58,127	59,870	60,887
9	48,735	50,068	51,910	53,484	54,425	56,669	58,244	59,820	61,615	62,632
10	48,735	51,352	53,284	54,900	55,938	58,282	59,898	61,514	63,365	64,382
11	48,735	52,635	55,079	56,318	57,455	59,898	61,555	63,209	65,114	66,131
12	48,735	52,635	56,038	57,736	58,971	61,514	63,212	64,908	66,865	67,883
13	48,735	52,635	57,513	59,252	60,584	64,299	67,331	69,327	71,339	72,356
14	48,735	52,635	57,513	59,252	60,584	64,299	67,331	69,327	71,339	72,356
15	48,735	52,635	57,513	59,252	60,584	64,299	67,331	69,327	71,339	72,356
16	48,735	52,635	57,513	59,252	60,584	64,299	67,331	69,327	71,339	72,356
17	48,735	52,635	57,513	59,252	60,584	64,299	67,331	69,327	71,339	72,356
18	50,545	54,443	61,377	63,154	64,588	67,330	69,338	71,453	73,590	74,607

**SALARY SCHEDULE 2020-2021**

**2% Increase over 2019-2020 Schedule**

STEP	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	Doctorate
1	40,852	41,743	42,961	44,279	44,542	46,123	47,439	48,758	50,207	51,245
2	41,071	41,960	43,180	44,497	44,761	46,342	47,658	48,978	50,426	51,464
3	42,300	43,256	44,570	45,928	46,291	47,972	49,332	50,691	52,193	53,231
4	43,529	44,557	45,964	47,362	47,824	49,606	51,007	52,407	53,964	55,002
5	44,766	45,855	47,356	48,798	49,358	51,242	52,681	54,125	55,738	56,776
6	46,006	47,158	48,752	50,233	50,894	52,880	54,363	55,845	57,512	58,549
7	47,237	48,460	50,148	51,672	52,435	54,519	56,042	57,567	59,289	60,326
8	48,472	49,764	51,547	53,113	53,972	56,160	57,725	59,290	61,067	62,105
9	49,710	51,070	52,948	54,554	55,514	57,803	59,409	61,017	62,847	63,885
10	49,710	52,380	54,350	55,998	57,057	59,448	61,096	62,744	64,632	65,670
11	49,710	53,688	56,181	57,444	58,604	61,096	62,786	64,473	66,416	67,454
12	49,710	53,688	57,159	58,890	60,150	62,744	64,477	66,207	68,202	69,240
13	49,710	53,688	58,663	60,437	61,796	65,585	68,678	70,714	72,766	73,804
14	49,710	53,688	58,663	60,437	61,796	65,585	68,678	70,714	72,766	73,804
15	49,710	53,688	58,663	60,437	61,796	65,585	68,678	70,714	72,766	73,804
16	49,710	53,688	58,663	60,437	61,796	65,585	68,678	70,714	72,766	73,804
17	49,710	53,688	58,663	60,437	61,796	65,585	68,678	70,714	72,766	73,804
18	51,556	55,532	62,604	64,417	65,880	68,677	70,725	72,882	75,061	76,099

### EXTRA-CURRICULAR SCHEDULE (SCHEDULE "B")

Revised 2019

[illegible]

*Years of Service	Pay		*Years of Service	Pay
Years 5-9	Step 5		Years 20-24	Step 5 + \$600
Years 10-14	Step 5 + \$200		Years 25-29	Step 5 + \$800
Years 15-19	Step 5 + \$400		Years 30-34	Step 5 +1,000