

RIVER VALLEY Education Association  
RUSHFORD-PETERSON Chapter  
ISD 239  
MASTER AGREEMENT  
WITH  
CERTIFIED TEACHING STAFF  
FOR THE  
2025-2027 SCHOOL YEARS



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## ARTICLE I: PARTIES

PARTIES: This AGREEMENT is entered into between Independent School District No. 239, hereinafter referred to as the School District, and the River Valley Education Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for the teachers in District No. 239, during the duration of this AGREEMENT.

## ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

### Section 1 - Recognition:

In accordance with the P.E.L.R.A., the SCHOOL DISTRICT recognizes the River Valley Education Association, as the exclusive representative of teachers employed by School District No. 239, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in these provisions for the life of this AGREEMENT.

### Section 2 - Appropriate Unit:

The exclusive representative shall represent all the teachers of the District as defined in this AGREEMENT and in the P.E.L.R.A.

## ARTICLE III: DEFINITIONS

### Section 1 - Teacher:

The term, "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, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

### Section 2 - Terms and Conditions of Employment:

The term "terms and conditions of employment," means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In case of professional employees, the term does not mean educational policies of the School District.

### Section 3 - School District:

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

### Section 4 - Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

### Section 5 - Non-Discrimination Statement:

It is the policy of the School District not to discriminate on the basis of race, color, religion, national origin, sex, marital status, status with regard to public assistance, or disability, in its educational program activities or employment policies as required by federal and state statutes.

## ARTICLE IV: SCHOOL DISTRICT RIGHTS

### Section 1 - Inherent Managerial Rights:

The exclusive representative recognizes that, pursuant to Minnesota Statutes, the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

### Section 2 - Effect of Laws, Rules, and Regulations:

The exclusive representative recognizes that all teachers covered by this agreement shall perform the teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota and by School

District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders insofar as such rules regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education and valid rules, regulations and orders of the state and federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, directives or orders, shall be null and void and without force and effect.

Section 3 - Management Responsibility:

The exclusive representative recognizes the right and obligation of the School Board to efficiently 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 4 - Other Rights and Obligations:

The other rights and obligations of the School Board shall be as defined in appropriate Minnesota Statutes.

Section 5 - Reservation of Managerial Rights:

The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management rights and management functions as not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V: TEACHER RIGHTS

Section 1 - Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative; nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2 - Right to Join:

Teachers shall have the right to form and join labor, professional or employee organizations, and shall have the right to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the school board of such unit as provided for by law. The District agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in any organization.

Section 3 - Request for Dues Check Off:

Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization provided that the organization has not lost its right to dues check off. The funds so deducted will be turned over to the exclusive representative when said exclusive representative shows its authority to receive such payment. This authority shall be a certified copy of a resolution of such organization authorizing its appropriate official to receive and account for such payment.

Any teacher who is subject to the terms and conditions of this contract who is not a member of the exclusive representative, may be required by the exclusive representative, to contribute a fair share fee for the services rendered as exclusive representative. Upon thirty days' notice, in writing, to the local school board of the name of the teacher and the amount of the fair share fee certified by the exclusive representative, the School District will deduct such fair share fee in installments from such employee's paycheck each month and will forward such fees to the exclusive representative or the agent of such exclusive representative that is duly authorized to receive such payments.

The exclusive representative agrees to notify the school board promptly whenever any teacher, subject to fair share deduction, becomes a member of the exclusive representative. The amount of any fair share fee shall be determined by the exclusive representative, or the teacher or teachers involved, and any dispute as to the amount of such fee

shall be solely between the exclusive representative and the teacher or teachers involved. In the event a teacher withdraws from membership in the exclusive representative and becomes subject to a fair share fee, the exclusive representative will so notify the school board in writing stating the effective date of such change.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school board harmless from any and all actions, suits, claims, damages, judgments or executions or other forms of liability, liquidated or not liquidated which any person may have or claim to have on or in the future arising out of or by reason of the deduction of the dues check off and fair share fee specified by the exclusive representative as herein provided.

Section 4 - Meet and Confer:

Teachers have the right to meet and confer with the School District pursuant to the P.E.L.R.A.

Section 5 - Access to Files:

All evaluations and files generated within a School District relating to each individual teacher shall be available during regular school hours to each individual teacher upon his or her written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the files written information in response to any material contained therein; provided, however, the School District may destroy such files as provided by law. A teacher shall be notified when any written material is placed in his/her file and shall receive a copy of such material.

Section 6 - Complaints:

A copy of any written complaint concerning a teacher that is received by the school board or administration will be given to the teacher involved as soon as possible, but no later than 4:00 p.m. of the next school day.

Section 7 - Duty-Free Lunch Period:

All teachers shall be entitled to a duty-free, uninterrupted 30 minute, lunch period.

Section 8 - Supervisory Teachers:

Supervisory teachers of student teachers shall be teachers who have at least two years of teaching experience who voluntarily accept the assignment, and they shall be known as "supervisory teachers." The Parties recognize that "supervisory teachers" are not supervisory employees as defined in the P.E.L.R.A., as amended.

Section 9 - Monies from Colleges:

In the event the college placing the student teacher offers money to the District, that money shall be paid to the supervising teachers.

Section 10 - Preparation Time:

Subdivision 1: Minimum Preparation Time

Teachers shall be provided no less than 50 minutes per day of preparation time within the student's normal scheduled class time as per the schedule in their building. Prep time shall be scheduled in a maximum of two time blocks.

Subdivision 2:Elementary Supervision

The School District agrees to provide non-certified personnel to supervise the elementary lunchroom, lunch recess, and before school recess.

Section 11 - Teacher Reprimands and Discipline:

Subdivision 1:Types of Discipline

Any disciplining of a teacher shall take place in a private place. Disciplinary action may include any of the following:

- Oral reprimand with administrative documentation
- Written reprimand

- Suspension with pay
- Suspension without pay
- Withholding of a scheduled salary increase
- Discharge

A disciplinary action will be taken against a teacher only for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline.

Subdivision 2: Discipline Meeting Representation

The teacher shall be entitled to have a representative of the Association present in the event that he/she is being disciplined. If the teacher requests representation, a representative shall be made available by the Association within twenty-four (24) hours of notification to the teacher of the alleged infraction. No action shall be taken with respect to the matter until the representative is available, unless this period has elapsed.

Subdivision 3: Notification

Information forming the basis for a disciplinary action excluding oral reprimand will be made available in writing to the teacher and, upon the request of the teacher, to the Association at the time the action is taken.

Section 12 - Teacher Assignments:

Subdivision 1: Notification:

The School District shall give written notification to each teacher in the bargaining unit of the teacher's assignment and salary for the forthcoming school year. Such notification will be the form provided in Appendix D and shall be given to the teacher not later than June 1, provided, however, that nothing in this section shall be construed to deprive a teacher of the right to resign pursuant to M.S. 122A.40, Subdivision. 11.

In the event that changes in such assignments are proposed, all teachers shall be notified as soon as possible and shall be given an opportunity to consult with the School District concerning the nature and extent of the change.

The normal teaching assignment for all teachers shall be 285 minutes of teaching. Teachers cannot exceed 315 minutes of total student contact time each school day, which could include assigned student supervision. Assigned student supervision is defined as time where staff are assigned students to supervise but direct curricular instruction is not expected.

The normal teaching assignment for a teacher may be altered by a letter of agreement between the District and the Association. The letter of agreement must be approved by the teacher and a committee of not more than five people from the RP Education Association. The committee will include the President and the Teacher Rights chair. No teacher shall be placed on unrequested leave as result of an altered assignment.

Subdivision 2: Overload Pay

Teachers teaching beyond the 315 contact minutes will be compensated by the following formula: Teachers will be compensated per minute divided by 315 times their base salary.

Subdivision 3: Homebound Students:

Homebound Students: Students who require homebound instruction will be provided this service by a teacher or substitute teacher. A posting for this service will take place when and if the need arises. The compensation will be set at the hourly rate of pay for the teacher. (Hourly Rate = Salary/182/8)

Section 13 – Extended Contracts:

Any teacher employed beyond the normal school year (182 days) shall be paid on a pro-rata basis, the teacher's daily rate (1/182 of the teacher's salary) times the number of extended days worked equals the dollar amount earned for the extended contracts. Extended contracts will be offered on the basis of seniority in the licensure area.

#### Section 14 - Traveling Staff:

Teachers who use their own automobiles in the performance of their duties shall be reimbursed at the maximum allowed under the current IRS tax rate. Teachers who use their automobiles for school business shall obtain written approval for the mileage expense from their respective principal prior to the time of any such driving. If transportation is not available and the teacher is asked to use his/her own vehicle, the district will reimburse them at the approved mileage expense. If a teacher is asked to drive or ride a bus with students during the working day such acts will be counted as a teacher duty/supervision.

#### Section 15 - Shared Staff:

##### Subdivision 1: Transportation Reimbursement

Any teacher in a shared program who drives his or her own vehicle between Districts shall be reimbursed at the rate established by this Agreement. The District shall attempt to provide a District-owned vehicle for the instructors.

##### Subdivision 2: Preparation and Lunch

Any teacher in a sharing program shall have travel free preparation time and lunch periods equal to that of other teachers in the District which holds the teacher's contract.

##### Subdivision 3: Transportation of Students

No teacher in a shared program shall be required to transport students.

##### Subdivision 4: Personnel File Responsibility

The district which holds the teacher's contract shall be responsible for the maintenance of the personnel file for any teacher assigned to another school district. The teacher shall receive a copy of any material placed in the teacher's personnel file that emanates from the other district.

##### Subdivision 5: Assignment

Teachers shall be assigned to a shared position on a voluntary basis. However, if no certified teacher volunteers, the District retains the right of assignment.

##### Subdivision 6: Compensation for Additional Duty Days

In the event that a teacher on an exchange assignment is required to work additional days beyond the duty days specified in this Agreement the teacher shall be paid additional compensation by dividing the annual salary by the number of contracted days for each additional day worked. The teacher's annual salary shall not be reduced as a result of a difference between the District's school calendar and that of the other district.

##### Subdivision 7: Closings Due to Weather

In the event that school is closed due to weather in the District, the teacher shall not be required to report to work in the other district.

#### Section 16 - Student Discipline:

The District recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. A teacher may use such force as is necessary to protect himself/herself from student attack or to prevent injury to another student

#### Section 17 – Distance Learning:

##### Subdivision 1: Definition:

“Distance Learning” is a term used for any system using one or more technologies to bring teaching and learning together through the transmission of information or expertise from one location to another.

##### Subdivision 2: Right to Assign

Teachers will be assigned to a distance learning position on a voluntary basis. If no certified teachers volunteer, the district retains the right to assign.

Subdivision 3: Training

Teachers assigned to a distance learning teaching position shall be provided with initial in-service. Appropriate subsequent in-service shall be at the discretion of the staff development committee.

Subdivision 4: Workload

Workload provisions of the master agreement apply except that the teacher shall be provided an additional 30 minutes of preparation time and shall receive additional compensation at the rate of .025 FTE for a one semester class or .05 FTE for a two semester class. All calculations are to be based on the teacher's base salary.

Subdivision 5: Unrequested Leave

No teacher shall be placed on unrequested leave as the result of a distance learning agreement.

Subdivision 6: Calendar

The school calendar, schedule and policies of District #239 shall determine the broadcasting days and times when the broadcast originates at District #239. When the originating site is closed due to emergencies, weather or vacation, the teacher will not be required to broadcast or report to a remote site unless otherwise agreed to by the originating site, the remote site and the teacher.

Subdivision 7: Supervision of Students

Teachers participating in distance learning shall be responsible only for supervision of students physically present at their location.

Section 18 - Peer Review:

If a peer review process is initiated by the District, it shall be used for teacher improvement only. Peer review will never be part of a summative evaluation, and results of the review shall be shared only between the reviewer and the reviewed. The process of peer review shall not be utilized concerning judgments and decisions regarding tenure, discipline, discharge, termination and related matters which shall remain as evaluated within the authority and discretion of the School District, subject to applicable laws, regulations, School District policies and collective bargaining Agreements.

Section 19 - Fractional Employees:

Any part-time teacher who is shared between the buildings will be paid based on 315 minute teaching/duty day.

Section 20 – Long-term Substitutes:

Long term substitutes may be paid up to the Veteran classification level based upon experience.

Section 21 - Substitute Teachers:

- a. Substitute teachers that teach in a single assignment for 30 days, beginning with the 31st day of a single assignment shall be considered a long-term substitute. Beginning with the 31st day, they shall be paid on the beginning lane, up to 8 years of experience (step 9).
- b. Long-term substitutes that are hired prior to the commencement of a leave will be hired at the rate of a beginning teacher, up to 8 years of experience on the beginning lane (step 9).
- c. After a long-term substitute has substituted 30 consecutive days in the same position for the same person, they shall start to accrue PTO at the rate of one day per every 15 days worked over 30 days. (After 45 days worked =1 day PTO) Long-term substitute PTO will not accumulate from year to year unless the long-term substitute position is continued into the following school term. In that case, the PTO becomes accumulated Sick Leave and PTO is earned every 15 days starting in the next year. The leave shall not accumulate beyond the assignment in which it was earned.
- d. Long-term substitutes shall be compensated at their current rate of pay for attendance at district workshops.
- e. Long-term substitutes shall be compensated at their current rate of pay for emergency closing called by the superintendent.
- f. Substitute teachers and long-term substitute teachers shall be eligible to participate in the district health insurance plan at their own expense if they meet the criteria for determining eligibility under the Affordable Care Act.

## ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY

### Section 1 – Goal Attainment Schedule:

The wages and salaries reflected in the 2025-2026, goal attainment schedules, attached hereto in Appendix A, shall be a part of the Agreement for the 2025-2027 school years and shall apply to all teachers subject to this Agreement.

### Section 2 – Goal Attainment Schedule:

The wages and salaries reflected in the 2026-2027, goal attainment schedules, attached hereto in Appendix A, shall be a part of the Agreement for the 2025-2027 school years and shall apply to all teachers subject to this Agreement.

### Section 3 - Status of Goal Attainment Schedule:

The goal attainment schedules are not to be construed as a part of a teacher's continuing contract and the School District reserves the right to withhold increment advancement, lane changes, or any salary increase when the school board can document evidence of poor professional performance.

### Section 4 - Placement on Goal Attainment Schedule:

The following rules shall be applicable in determining placement of a teacher on the appropriate goal attainment schedule:

#### Subdivision 1: Germane Credits

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 superintendent.

#### Subdivision 2: Prior Approval

Prior Approval - All credits, and advanced degree programs, in order to be considered for application on the goal attainment schedule, must be approved by the superintendent in writing prior to taking the course. Documentation of the prior approval will be placed in the teacher's file.

#### Subdivision 3: Effective Date

Effective Date-Individual contracts can be modified to reflect qualified lane changes from veteran to master by the teacher submitting an official transcript of qualified credits to the superintendent's office. There are two due dates for transcripts:

September 20-the teacher will be paid for the full-year on the master lane.

1. September 20-the teacher will be paid for the full-year on the master lane.
2. January 20-the teacher will be paid on the master lane for one-half of the year.

#### Subdivision 4: Advanced Degree Program

Advanced Degree Program - A teacher shall be paid on the Master Teachers lane only if the degree program is germane to the teaching assignment as approved by The School District.

#### Subdivision 5: Payment of Present Salary

Payment of Present Salary - The rules contained herein relating to the application of credits on the goal attainment schedule shall not deprive any teacher of any goal attainment schedule placement already recognized and actually being paid in the previous year.

#### Subdivision 6: Prior Experience

Prior Experience - A new teacher who has had experience in other school systems or in other related fields of endeavor, will be limited to 8 years for placement on the goal attainment schedule. However, the school board at its discretion may allow credit for experience over 8 years up to the actual experience of the teacher. A new teacher that receives credit for goal attainments for years of experience will be placed on the same goal level as years received credit for. For example a teacher with 5 years of service will be placed on Goal 6 and movement will occur to Goal 7 when two of three Q Comp goals are achieved.

#### Subdivision 7: Notification

The RPEA will be notified of all new teachers' placements.

Subdivision 8: Longevity Pay

When a teacher has been employed by the school district for 15 years, the teacher will be eligible for longevity pay. The amounts listed below will be added to the teacher’s salary yearly and will not be added as ongoing salary. The payment will be paid on the May 20th payroll.

Years with District	Dollar Amount
15-19	\$850.00
20-24	\$1,000.00
25+	\$1,500.00

Section 5 – Teacher Classification

Beginning Teacher:

A teacher will be considered a beginning teacher until he/she has reached continuing contract status, and has submitted a plan for a degree program and the plan has been accepted.

Veteran Teacher:

**Subdivision 1: Degree Program**

After a degree program plan has been accepted, the teacher will be considered a Veteran Teacher. The degree program must be started within 1 year of acceptance and completed within seven (7) years. At the end of the seven (7) years if the degree program is not completed the teacher will remain on the current goal level but be placed back in the Beginning Teacher placement.

**Subdivision 2: Q-Comp Goals**

A teacher may also reach Veteran Teacher status by completing eight Q-Comp goals. One year of service in a district other than Rushford-Peterson or one year of service in Rushford-Peterson prior to 2005 shall be equivalent to one individual improvement plan. Teachers who attain 8 of the professional Q-comp goals will be a Veteran Teacher. Three of the 8 goals must be attained in the Rushford-Peterson School District.

**Subdivision 3: Pay Increase**

For the 2025-2026 school year, when a teacher reaches Veteran Teacher status, the teacher’s base salary will be increased by \$765 For the 2026-2027 school year, when a teacher reaches Veteran Teacher status, the teacher’s base salary will be increased by \$779. A teacher will be paid on the Veteran Teacher lane until he/she attains Master Teacher status.

Master Teacher:

For the 2025-2026 school year, a teacher will be considered a Master Teacher upon completion of his/her Masters Degree program and his/her base salary will be increased by \$11,373. For the 2026-2027 school year, a teacher will be considered a Master Teacher upon completion of his/her Masters Degree program and his/her base salary will be increased by \$11,578

Section 6 - Payment:

Teachers shall be paid their salary in 24 semi-monthly installments by direct deposit. The 5th and the 20th of each month are designated payday. Any teacher who leaves the District at the end of the school year will be paid in full by June 30 of the year of departure. Whenever a pay deduction is made for a teacher’s absence, the amount to be deducted is the teacher’s annual salary divided by the number of contracted days for each day of absence. If payday falls on a Saturday or Sunday, the preceding Friday becomes payday. If payday falls on a holiday, the preceding day becomes payday.

Section 7 - 403(b) Matching Contribution Plan:

Subdivision 1: Eligibility

Teachers who are regularly employed at least 28 hours per week and 85 work days per year with School District #239 shall be eligible to participate in a 403(b) matching contribution plan pursuant to M.S. 356.24.

Subdivision 2: Matching Contribution Levels

The district will match eligible annual teacher contributions based on the completion of the following years of teaching experience (TRA service credit) in District No. 239.

Years of Experience	Match
0-5	\$480
6-10	\$720
11-15	\$960
16+	\$1200

The district shall contribute annually an amount equal to the amount contributed by the employee. This amount contributed by the district shall not exceed the maximum amount outlined in this subdivision.

Subdivision 3: Career Maximum

There shall be no maximum career matching contribution by District #239.

Subdivision 4: Salary Reduction Agreement

A salary reduction authorization agreement must be completed by the eligible teacher by June 15<sup>th</sup> of each year for the teacher to participate in the 403(b) matching contributions plan.

Subdivision 5: Teachers on Unpaid Leave

Teachers on unpaid leave may not participate in the matching program while on leave.

Subdivision 6: Early Retirement Pay

Full time teachers who have completed at least 16 years of continuous service with 10 years in the School District shall be eligible for early retirement pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School District and will receive credit for unused sick leave bank and/or current PTO days under the following formula: number of unused sick leave bank and/or current PTO days (not to exceed 60 days) times daily rate of pay at the effective date of resignation. Maximum credit may not exceed \$8000.

Subdivision : Eligibility Date

Teachers hired after July 1, 1989 shall not be eligible for early retirement pay as described in Subdivision 6. Early retirement shall ultimately be phased out and eliminated from this Master Agreement.

Subdivision 7: Early Retirement Health Care Savings Contribution

The District shall provide an annual contribution of \$2,200 to an eligible teacher's Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS).

Eligibility Requirements

To be eligible for this benefit, a teacher must:

- Be at least fifty-five (55) years of age at the time of retirement.
- Have completed a minimum of fifteen (15) years of teaching service with the District.
- Retire from active employment with the District.
- Be no older than sixty-five (65) years of age at the time of retirement eligibility under this provision.

These criteria are outlined in statute: 122A.48 TEACHER EARLY RETIREMENT INCENTIVE

Benefit Duration and Payment

Eligible teachers shall receive \$2,200 per year, deposited annually into their Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS) on August 1 following retirement.

The District's contribution shall be provided for a maximum of five (5) years, not to exceed a total contribution of \$11,000 per eligible retiree.

#### Application Procedures

Teachers requesting this benefit must submit written notice of retirement to both the Superintendent and the Education Association no later than February 1st of school year in which retirement occurs.

#### Termination of Benefit

District contributions under this provision shall terminate upon the earliest of the following:

- Completion of five (5) annual payments
- The retiree reaching sixty-five (65) years of age
- The retiree becomes eligible for Medicare, if earlier
- The retiree's death

This Early Retirement Language will not be used as past practice and does not have any influence or impact on future early retirement language.

Sunset July 1, 2027

#### Subdivision 8: Eligibility Requirements

District #239 full-time teachers hired before July 1, 1989 will continue to be covered under the early retirement language of this Article. Also, all teachers hired before July 1, 1989 and working less than 28 hours per week and less than 85 work days per year may participate in the matching contribution plan on a pro rata basis. The district shall however, subtract any amount paid to the 403(b) matching contribution plan from the amount an employee would be guaranteed to under early retirement in Subdivision 6 of this agreement. The balance of the early retirement, if such an amount exists, shall be paid by the School District in one payment made in July. Any amount the employee was eligible for under Article VI, section 8, subdivision 2, but did not receive will be paid directly into the employee's 403(b) account upon retirement. All remaining dollars will be paid directly into the Post Retirement Health Care Savings Plan. If a retired or terminated employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking on to the deceased's estate.

#### Subdivision 9: Health and Hospitalization Eligibility

Teachers who apply for early retirement shall be eligible to remain in the existing group health and hospitalization insurance program as provided in Article VIII and shall remain eligible so long as the retiring teacher makes all payments for such coverage.

## ARTICLE VII: EXTRA COMPENSATION

### Section 1 - Extra-Curricular Schedule:

The wages and salaries reflected on Appendix G, attached hereto, shall be a part of this Agreement for the 2025-2026 school years.

### Section 2 - Extra-Curricular Schedule:

The wages and salaries reflected on Appendix G, attached hereto, shall be a part of this Agreement for the 2026-2027 school years.

### Section 3 - Preparation Time:

Any teacher who volunteers, upon the request of the building principal, to supervise a class period during a preparation period will receive that many minutes of comp time. Upon accumulation of 315 minutes a teacher will designate to his/her building principal that said time would be compensated at the substitute teacher pay rate. The building principal will keep a record of time accumulated.

Section 4 - Extra Duty Payment

Subject to prior approval by the appropriate administrator, any teacher required to work beyond the normal duty day hours (after school meetings with parents, faculty, special education meetings, after hours programs such as music programs, math wizards, and Q-Comp) will be granted comp time for the time spent completing the required meeting. One day of compensation at the substitute rate of pay is equal to 315 minutes for high school, middle school, and elementary teachers.

Section 5 - Type III Driving Payment

The district appreciates the RPEA members for their willingness to serve as Type III drivers. Any member who drives before or after the normal working hours (7:30AM-3:30PM), will be compensated for windshield time as a Type III Driver. This will be the actual driving time to and from an event if the driving occurs outside of the normal school day. The compensation rate will be the current base driver rate. Members will receive compensation within 30 days of turning in their timesheet. Members will need to complete an online form and secure the signature of their Building Principal prior to the driving date/event.

ARTICLE VIII: INSURANCE

Section 1 - Individual Coverage Health Reimbursement Arrangement (ICHRA)/Health Savings Account (HSA) Contributions

Subdivision 1: Establishment of ICHRA

The District shall provide an Individual Coverage Health Reimbursement Arrangement (ICHRA) for eligible teachers.

Contributions shall be based on age as of January 1 of the plan year as follows:

Age	Monthly Individual ICHRA Contribution	Monthly Family ICHRA Contribution
Up to 29	\$400.00	Individual contribution plus \$250 per dependent* per month
30-39	\$500.00	
40-49	\$600.00	
50-54	\$800.00	
55-59	\$900.00	
60+	\$1,000.00	

\*Dependent can be spouse or child(ren) who are eligible to be covered by your insurance.

Subdivision 2: Eligibility

- Teachers at 1.0 FTE meeting federal ICHRA requirements may participate. Proof of individual health insurance coverage meeting federal minimum essential coverage standards is required.
- Teachers at less than 1.0 FTE shall receive a prorated contribution.

Subdivision 3: District Obligation and Administration

- The District’s obligation is limited to contributions specified above.
- The District selects an ICHRA Administrator responsible for program administration.
- No claims may be made against the District for denials of benefits, carrier decisions, or administrative actions.

Subdivision 4. Selection of Carriers

- Teachers may select any qualified individual or family health insurance plan via the Marketplace or private insurers.

- The District does not select or administer any specific health insurance plan

#### Subdivision 5. Termination of Employment

- Eligibility for contributions ceases at the end of the month of employment termination

#### Subdivision 6. Retired Teachers

- Retired teachers may continue coverage at their own expense. District contributions do not apply post-retirement.

#### Subdivision 7. Additional Health Contribution

- Employees enrolled in an HSA-eligible insurance plan may receive Employer-paid contributions, \$100 per month.
- Employer HSA contributions shall follow the Employer's schedule and comply with federal regulations.
- Employees must adhere to IRS rules regarding HSAs.
- Employees not eligible for a HSA contribution will receive a HRA contribution of \$100 per month.

### Section 2 - Disability and Life Insurance:

#### Subdivision 1: District Contribution - Disability

The School District shall contribute up to \$14.96 per month in 2025-2027 toward disability insurance for each full-time teacher employed by the District. The total cost of the policy purchased shall be averaged for all teachers. Any excess cost shall be paid for by the teachers through payroll deduction from each monthly payroll.

#### Subdivision 2: District Contribution - Life

The School District shall contribute up to \$1.59 per month in 2025-2027 toward the premium on \$5,000 worth of group life insurance for each full-time teacher employed by the District. The total cost of the policies purchased shall be averaged for all teachers. Any excess cost shall be paid by the teachers by payroll deduction for each monthly payroll.

#### Subdivision 3: Selection of Insurance Carrier

A selection of insurance carrier and policy terms shall be made by the School District.

#### Subdivision 4: Denial by Insurance Carrier

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

#### Subdivision 5: Eligibility

A teacher is eligible for School District contributions as provided in this section as long as the teacher is employed by the School District. Upon termination of employment, all board contributions shall cease effective on August 31 of that year.

### Section 3 - Dental Insurance:

#### Subdivision 1: Single Coverage Insurance

- a. For the school year 2025-2026, the School District shall contribute full single coverage per month for the premium for individual dental insurance coverage for all full-time teachers employed by the school district who qualify for, and are enrolled in, the school district group dental plan who do not qualify for family coverage. Any additional costs of the premium shall be borne by the employee and paid by payroll deduction except as specified in Section 4.

- b. For the school year 2026-2027, the School District shall contribute full single coverage per month for the premium for individual dental insurance coverage for all full-time teachers employed by the School District who qualify for and are enrolled in, the school district group dental plan who do not qualify for family coverage. Any additional costs of the premium shall be borne by the employee and paid by payroll deduction except as specified in Section 4.

Subdivision 2 - Family Coverage Insurance

- a. For the school year 2025-2026, the school board shall contribute up to \$100.90 per month toward the premium for family (this includes Employee/Spouse or Employee/Children) dental insurance coverage for all full time teachers employed in the school district who qualify for family coverage. Any additional costs of the premium shall be borne by the teacher and paid by payroll deduction except as specified in Section 4.
- b. For the school year 2026-2027, the school board shall contribute up to \$100.90 per month toward the premium for family (this includes Employee/Spouse or Employee/Children) dental insurance coverage for all full time teachers employed in the school district who qualify for family coverage. Any additional costs of the premium shall be borne by the teacher and paid by payroll deduction except as specified in Section 4.

Subdivision 3: Requirements for Family Coverage

To qualify for family coverage, a teacher must help support legal dependents consisting of a spouse or children or both

Subdivision 4: Selection of Insurance Carrier

The selection of insurance carrier and policy shall be made by the School District.

Subdivision 5: Denial by Insurance Carrier

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

Subdivision 6: Eligibility

A teacher is eligible for School District contributions as provided in this Article as long as the teacher is employed by the School District. Upon the termination of employment, all board participation and contributions shall cease effective August 31, of that year.

Subdivision 7: Retired Teachers

Teachers who retire shall be eligible to remain in the existing group dental insurance program so long as the teachers make all payments for such coverage and the insurance carrier allows them to remain in the group.

ARTICLE IX: LEAVES OF ABSENCE

Section 1- Paid Time Off (PTO):

Subdivision 1- Definitions:

Earned PTO will be PTO days earned and used during each school year.

Subdivision 2: Full Time Teacher PTO

All full time teachers shall earn 12 days (96 hours) of PTO each school year. These days will be considered earned PTO and shall be advanced to the teacher at the beginning of the school year.

Subdivision 3: Part-time Teacher PTO

All part-time teachers shall earn PTO that is pro-rated to match their FTE percentage. These days/hours will be considered earned PTO and shall be advanced to the teacher at the beginning of the school year.

#### Subdivision 4: Approval of PTO Requests

PTO may be taken in increments of one hour, half day or full day. PTO (except for illness, emergency, or bereavement) may not be used if 6 teaching staff members have approved absences on a given day. Approval of requests for PTO for personal leave will be made at the discretion of the building Principal.

#### Subdivision 5: Consecutive PTO Days

Teachers may take up to five (5) planned days of PTO consecutively once per year. Anything beyond 5 consecutive days will be taken as unpaid days.

#### Subdivision 6: PTO Pay

PTO pay will be approved only upon receipt of a time off request submitted through Smart eR.

#### Subdivision 7-Requests for PTO

A request for PTO must be made at least one day in advance to the building principal. A request will be made at least three days in advance if the teacher is taking two or more consecutive days of PTO. The principal may refuse to grant such leave if a qualified substitute cannot be found.

#### Subdivision 8: Sick Leave Bank Maximum

The employee's Sick Leave Bank may accumulate to 150 days.

#### Subdivision 9: Accumulated Sick Leave Bank Use

Accumulated Sick Leave may be used for absences due to extended medical issues (illness or injury). In all cases 7 days of PTO must be used first before days are taken from the employee's Accumulated Sick Leave Bank. Number of Accumulated Sick Leave days a teacher may use under the following conditions:

- a. Extended medical issues for the teacher- full access to all available Accumulated Sick Leave Bank days after substantiation of the illness or injury by a qualified health professional.
- b. Extended medical issues for the teacher's family, defined as spouse, dependent child, or parent- total of 20 PTO and Accumulated Sick Leave banked days may be used.
- c. Maternity, Paternity and Adoption- Full access to all available Accumulated Sick Leave Banked days.

#### Subdivision 10: Bereavement and Emergency Leave

- a. Bereavement- Bereavement Leave up to a maximum of five days, (normally scheduled Monday through Friday school days) will be given for the death of a spouse, child or parent. Up to three days will be given for the death for immediate family (defined as brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, step parent, step child, grandchild, grandparent, brother-in-law, sister-in-law, aunt, uncle, spouse's grandparent or any relative who has lived in house for over one year). Bereavement Leave days will be deducted from the employee's Accumulated Sick Leave Bank.
- b. Emergency Leave- Up to 4 days per year. These days will be deducted from the employee's Accumulated Sick Leave Bank.
- c. Up to one day will be given on the death of an extended family member or personal friend (i.e. great grandparent, great aunt and/or uncle, or close personal friend/neighbor).

#### Subdivision 11: Systematic, Successive, or Repetitive Absences

A teacher may be required to substantiate the fact of illness or injury in cases of systematic, successive or repetitive absences. The cost of obtaining a medical certificate for this purpose (within 48 hours) will be paid for by the District.

#### Subdivision 12: Injuries on the Job

Absences due to an injury incurred in the course of the teacher's employment will not be charged against the teacher's earned PTO or Accumulated Sick Leave Bank.

#### Subdivision 13: Payment Upon Leaving the District

Any teacher with 8 years or more in the employ of the district will be paid the current daily Substitute Teacher pay for unused accumulated sick leave days up to 70 days upon leaving the district. This will be paid directly into the employee's 403(b) account.

#### Subdivision 14: Notification to Bank Unused PTO

On the last school day of the calendar year, the teacher will notify the District Office if they wish to have their remaining PTO days added to their accumulated sick days bank or be paid for them. The rate of unused earned PTO days will be at the district's daily rate of pay for substitute teachers and shall be paid with the June 20<sup>th</sup> payroll.

#### Subdivision 15: Sick Leave Bank Requirement

If a teacher does not have at least 66 days in their Accumulated Sick Leave Bank, they will be required to add all of their remaining earned PTO to their Accumulated Sick Leave Bank.

#### Subdivision 16: Transfer to Sick Leave Bank

Teachers may transfer up to 5 of their Accumulated Sick Leave Bank days to a School's Sick Leave Bank. Notification of sick leave bank day transfer must be given in writing, by both parties, to the Superintendent and the RPEA executive board. Transferring of sick leave bank days from the School's Sick Leave bank may only take place when the teacher has depleted his/her Accumulated Sick Leave bank. No teacher may access more than 65 days from the School's Sick Leave bank per year (See Appendix K).

#### Subdivision 17: PTO Use and Children's Activities

Staff can request to attend their children's events of up to one hour with no PTO usage by finding their own substitute. The substitute will not be compensated in this instance. All requests must be approved by the principal. Staff are also able to request to use up to 2 days of their sick leave bank to attend their children's activities if their PTO is exhausted due to illness.

### Section 2 - Child Care Leave:

#### Subdivision 1: Request

The District shall grant child care leave without pay to any teacher who requests such a leave for the purpose of providing parental care to his or her newborn or newly adopted child or children.

#### Subdivision 2: Length

A teacher may take a child care leave of no more than 12 months by notifying the building principal in writing at least 60 days prior to commencing the leave, of the beginning date and the length of the leave. The date of return from the leave shall be determined by mutual agreement between the teacher and the District.

#### Subdivision 3: Onset

In the event of pregnancy, a teacher may commence either a child care leave prior to the onset of disability occasioned by childbirth, or the teacher may continue teaching until the onset of disability and thereafter commence a child care leave.

- a. If a pregnant teacher chooses to commence a child care leave prior to the onset of disability, she shall first submit a written application to the School District at least 60 days prior to beginning the leave, notifying the School District of the beginning date and the length of leave. The application shall provide notice of the teacher's expected delivery date as determined by her attending physician.
- b. If a pregnant teacher chooses to teach until the onset of disability occasioned by pregnancy and childbirth, she shall notify the District in writing at least 60 days prior to the expected delivery date as determined by her attending physician.

#### Subdivision 4: Extension

Child care leave may be extended by mutual agreement between the teacher and the District.

#### Subdivision 5: Assignment Upon Return

Upon return from child care leave, the teacher shall be reinstated to his or her original position or to a position of similar status and conditions and the teacher shall be placed on the salary schedule as if that teacher would have been, had he or she not been granted a leave. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary, and benefit status, and other advantages, accrued prior to taking the leave.

Subdivision 6: Participation in Group Insurance

A teacher on child care leave is eligible to continue to participate in group insurance programs, if permitted under the insurance policy provision, and the premiums for group medical insurance shall be paid by the School District to the extent of the School District's liability pursuant to this Agreement for up to six months after the commencement of child care leave. Any portion of the premiums as not paid by the School District shall be paid by the teacher except a teacher shall not receive contributions if he or she does not comply with the provisions of this Article. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the School District pursuant to this section. After the six month contribution, the teacher may contribute monies to remain in group policies if this is permitted by the carrier.

Subdivision 7: Election to Use PTO

A child care leave granted under this section shall be a leave without pay except that a teacher may elect to use his or her current personal PTO days and/or Sick Leave Bank days for all or part of the leave.

Section 3 - Leave of Absence:

Subdivision 1: Application

Upon application to the School District, a teacher may be granted a leave of absence for a period of time agreed upon between the teacher and the School District.

Subdivision 2: Assignment Upon Return

Upon return to the School District, the teacher who has been on a leave of absence shall be restored to that teacher's former teaching position or to a position of like nature for which said teacher is qualified and the teacher shall be placed on the salary schedule as that teacher would have been had he or she not been granted a leave of absence.

Subdivision 3: Participation in Benefits

A teacher may be granted a leave of absence for a period of time agreed upon between the teacher and the School District. After a return to active employment, the teacher shall be assigned to the same position or to a position of like nature which he or she held at the time the leave commenced. While on leave, a teacher shall have the option to remain an active participant in the fringe benefit program by contributing thereto the amount that teacher would have been required to contribute, if actively employed, plus that share which was formerly contributed by the School District, all of which shall be subject to the approval of the insurance carrier.

Section 4 - Exclusive Representative Leave:

Officers or agents of the exclusive representative shall be granted, at the School District's discretion, such leave as requested to be used for local association business. The exclusive representative agrees to notify the supervisory principal at least two working days prior to the date that representative of the exclusive representative will be on leave of absence. Notice given shall state the length of time the representative will be on such leave. The total number of days allowed to be utilized for this purpose is 10 per year with the School District paying the teacher and the substitutes. After 10 teacher days the Exclusive Representative will be responsible for the costs of hiring the substitute teachers.

Section 5 - Jury Duty:

A teacher shall be granted a leave of absence with pay for any days absent due to jury duty. Any compensation received for jury duty performed on contract days shall be deducted from the teacher's salary. The teacher shall notify the superintendent upon receipt of the notice of jury duty.

Section 6 - Sabbatical Leave:

A teacher who has been in the School District for five (5) years may be granted, upon written request, sabbatical leave at pay equal to the difference between his/her salary and his/her replacement. The teacher, after completing his/her leave, will agree to stay in the employment of the School District for not less than two (2) years.

Section 7 - Payments for Leaves:

The teacher shall receive no payment for any leave granted except as otherwise stated in this contract.

### Section 8 - Pro Rata Benefits:

Teachers who are employed for less than full time duty shall receive a percentage of the benefits granted in Articles VIII and IX as equals their percentage of employment compared to full time employment.

### Section 9 - Family and Medical Leave

In addition to other leaves and benefits provided for this contract, employees may take leaves under the provisions of all applicable state and federal laws, including the federal Family and Medical Leave Act (FMLA) and the Minnesota Paid Family and Medical Leave (PFML) law.

Minnesota Paid Family and Medical Leave (PFML): Effective January 1, 2026, eligible employees may receive partial wage replacement benefits from the State of Minnesota for up to 12 weeks of medical leave (for their own serious health condition) and up to 12 weeks of family leave (for bonding, caregiving, safety, or military exigency), capped at a total of 20 weeks per benefit year.

Concurrency: Leave taken under PFML shall run concurrently with leave taken for the same purpose under the federal FMLA and the Minnesota Pregnancy and Parental Leave Act (MPLA), provided the employee is eligible for both.

Coordination of Benefits (Supplemental "Top-Off"): Employees receiving PFML benefits from the state may choose to use accrued sick leave, vacation, or other paid time off to supplement their state benefits up to 100% of their regular wages. The District shall not require employees to exhaust accrued sick or personal leave before or while taking PFML.

Premium Contributions: The PFML program is funded through payroll premiums. For 2026, the premium is 0.88% of taxable wages, which may be split between the employer and employee, with the employer responsible for at least 50%.

Job Protections: Upon return from PFML or FMLA, the employee shall be restored to their original position, or an equivalent position with equivalent pay, benefits, and other terms of employment, provided they have worked for the District for at least 90 days.

## ARTICLE X: UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT

### Section 1- Unrequested leave of absence.

The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

#### Subdivision 1: Continuing contract teachers

A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

#### Subdivision 2: Exceptions for licensure:

Notwithstanding the provisions above, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the board of teaching, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license in the same field.

### Section 2 - Notice to teachers.

Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a. states the applicable grounds for the proposed placement;

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

Section 3 - Right to a hearing and decision:

If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.

Section 4 - Final board action.

Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the arbitrator decision.

Section 5 - Reinstatement:

A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

Section 6 - Vacancies and notification:

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

Section 7 - Seniority:

Seniority for purposes of ULA means initial date of service with the school district in a position requiring a license.

Section 8 - Seniority tiebreakers:

In the case of equal seniority, the following steps will be followed in order until the tie is broken.

1. Years of service in teaching (Note: this could be specific to the district or individual)
2. Total credits beyond a bachelor's degree
3. Total graduate level credits beyond a bachelor's degree
4. Most recent summative evaluation outcome

Section 9 - Benefits while on leave.

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

Section 10 - Employment rights during leave:

A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

Section 11 - Continuing contract rights and service credits:

The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District

agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

Section 12 - Unemployment benefits while on ULA:

Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

Section 13 - Terminations:

The same provisions applicable to terminations of probationary or continuing contracts in Minnesota Statutes 122A.40 subdivisions 5 and 7 must apply to placement on unrequested leave of absence.

Section 14 - Filing Licenses and Preparation of Seniority Lists

Subdivision 1: Filing of licenses:

In any year in which the School District is placing teachers on unrequested leave of absence, only those teaching licenses actually received by the Superintendent's office as of January 1 of that year are considered for purposes of determining layoff within areas of licensure. A license filed after January 1 will be considered for purposes of recall, but not for layoff.

Subdivision 2: Preparation and posting of seniority and licensure lists:

By January 15 of each school year, the School District shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by tier. The list will be posted at all school buildings in the district and email notification will be provided to teachers when the list is initially posted.

Subdivision 3: Request for change:

Any teacher with a correction or omission with the seniority and licensure list shall have twenty business days from the date of posting to provide a written request for a change to the seniority and licensure list.

Subdivision 4: Final list:

Within ten business days after the request for change period has ended, the School District will prepare and post a final seniority and licensure list. The list will be posted at all school buildings in the district and email notification will be provided to teachers. The final seniority and licensure list shall be binding on the School District and any teacher, subject to the grievance procedure.

Section 15. Vacancies and posting process:

Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post, for a minimum of two weeks, notice of that available position. All postings shall be made to the District website and sent via email to all licensed staff's district email on the day the position is posted. The District shall also post the position to at least one statewide online teacher job posting site. The available position shall not be filled during that time, except in the case of an emergency or immediate need. In such cases, no opening that must be filled immediately shall be filled until it has been posted for at least three (3) weekdays.

Subdivision 1: Posting:

The posting shall be made in each building, with a copy to the Union.

Subdivision 2: Dates:

Each posting shall indicate the date such notice is posted and the date the posting expires.

Subdivision 3: Application:

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

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

Subdivision 4: Summer posting rules:

During the summer, the District shall send a copy of the posting to the Union and email the posting to all licensed staff. No vacancies shall be filled during the summer until July 15 for at least five (5) days

after the posting has been made. After July 15, vacancies must be posted for at least three (3) days before being filled.

Subdivision 5: Exceptions:

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

Section 16: School Readiness Teachers Seniority

School Readiness Teachers shall accumulate seniority on the Preschool through twelfth grade teacher list.

## ARTICLE XI: LENGTH OF SCHOOL YEAR

Section 1 - Teacher Duty Days:

During the 2025-2026 and 2026-2027 school years, teachers shall be required to be present a maximum of 174 pupil contact days, with 182 total contract days. New teachers will be required to be present for 183 total days.

Section 2 - Length of Professional Duty Day: Basic Day:

The basic teacher's day shall be eight hours, inclusive of lunch with the start of scheduled instruction not earlier than 8 A.M..

Section 3 - E-Learning Days

Online E-Learning Days may be used when unscheduled school closings occur. E-Learning Day plans will follow district policy 602 and each classroom teacher will have pre-determined, grade level appropriate activities for students to complete on E-Learning Days.

## ARTICLE XII: GRIEVANCE PROCEDURES

Section 1 - Application:

This grievance procedure shall be applicable whenever a public employer and the exclusive representative of public employees cannot reach agreement on a grievance procedure as required by P.E.L.R.A.

Section 2 - Definitions:

Subdivision 1: Grievance:

"Grievance" means a dispute or disagreement as to the interpretation or application of any term of this Agreement.

Subdivision 2: Days:

"Days" means normal working days

Subdivision 3: Service:

"Service" means personal service or by certified mail.

Subdivision 4: Reduced to Writing:

"Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the Agreement in dispute and the relief requested.

Subdivision 5: Answer:

"Answer" means a concise response outlining the District's position on the grievance.

Section 3 - Step 1:

- a. In the event that a teacher or a group of teachers believes there is a basis for a grievance, the alleged grievance shall be discussed with the principal or superintendent by the teacher, teachers, or the appropriate representative of the education association.
- b. If the grievance is not resolved through informal discussions within five days; the grievance shall be reduced to writing and submitted to the superintendent within fifteen (15) regular scheduled work days after the first informal meeting. This period of time may be extended by mutual agreement.

#### Section 4 - Step 2:

The superintendent shall meet with the teacher or exclusive representative within five days after receipt of the written grievance. Parties shall endeavor to mutually resolve the grievance. If the resolution of the grievance results, the terms of that resolution shall be written on, or attached to, the grievance and shall be signed by all parties. If the superintendent denies the grievance, a written decision shall be served on all parties within five days after the last meeting with the superintendent. If no agreement is reached within ten days of the first Step 2 meeting, or the grievance is denied, the teacher or exclusive representative, if he or she elects to proceed with the grievance, must proceed with Step 3 by serving proper notification on the appropriate Step 3 official within fifteen (15) days of the first Step 2 meeting or within five (5) days of the receipt of a written denial. The notification shall contain a concise statement indicating the intention of the part to proceed with the grievance, an outline of the grievance, the provisions of the contract is dispute, and the relief requested.

#### Section 5 - Step 3:

The District or its special representative shall meet with the teacher or designated official of the exclusive representative within ten days after receiving notice of intention to proceed with the grievance pursuant to Step 2. If a resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step 2. If the parties are unable to reach agreement within ten days after the first Step 3 meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

#### Section 6 - Step 4:

The District and the teacher representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If, within ten days, the District and the teacher representative are unable to agree on an arbitrator, either party may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses. The arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of the existing contract. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated there under, or municipal chapters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred there under. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota, within thirty (30) days of the date of the hearing. Processing of all grievances shall be during the normal work day, whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding is as follows:

- The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer, or
- If the number of persons participating on behalf of the public employer is less than three; three employees may still participate in the proceeding without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employees.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

## ARTICLE XIII: PUBLIC OBLIGATION

The parties mutually recognize their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the District is of paramount importance. The exclusive representative agrees, therefore, that during the term of this Agreement, neither the exclusive representative nor any individual employee shall engage in any illegal strike or unfair labor practice as defined by P.E.L.R.A. The parties agree that the procedures affecting this Article are provided for by the P.E.L.R.A. Therefore, it shall not be subject to the grievance or arbitration procedure.

## ARTICLE XIV: MISCELLANEOUS TERMS

### Section 1 - Terms of Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2025 through June 30, 2027 and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement as of July 1, 2027, it shall give written notice of such intent to the other party no later than May 1, 2027. The board and exclusive representative mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions, and make tentative agreements in the course of negotiations subject to applicable Minnesota Statutes. Negotiations may commence any time within ninety (90) days prior to the expiration of this Agreement.

### Section 2 - Effect:

This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the teachers of the District. The provisions herein supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

### Section 3 - Finality:

Any matters referred to in this Agreement shall not be open for negotiation during the term of this Agreement.

### Section 4 - Severability:

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

## ARTICLE XV: ECFE & SCHOOL READINESS

### Section 1: Terms and Conditions of Master Contract

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

### Section 2: Scheduling

Scheduling Recognizing the unique, changing and variable nature of the ECFE and School Readiness programs, hours of service, duty day, duty week, and duty year shall be as assigned by mutual agreement between the School District Coordinator, and ECFE and School Readiness teacher(s) and may be modified from time to time based upon the needs of the programs.

#### Subdivision 1: Take Down, Reorganization Time

Take Down, Reorganization Time: Each ECFE Teacher assigned to teach a class shall have (30) thirty minutes set up time prior to each class period and (30) thirty minutes to take down or reorganization time after each class period.

#### Subdivision 2: Program Time:

Program Time: ECFE teacher's hours shall include but not be limited to sufficient time to conduct home visits, data collection, and special events.

### Section 3: Seniority:

Seniority: ECFE Teacher is not eligible to be included on the seniority list.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

**For the River Valley Education Association**

**For ISD #239**

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President RVEA – Dave Konz

Chairperson – Amy Woxland

---

President RPEA – Mike Mulholland

Director – Carl Schollmeier

---

Teacher-Negotiator – Margaret Marklowitz

Director – Ken Sawle

---

Teacher-Negotiator – Colby Lind

District-Negotiator – Ben Bernard

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Teacher-Negotiator – Luke Rye

Appendix

Appendix A: Salary Schedules

<b>Rushford-Peterson ISD #239</b>
<b>Salary Schedule 2025-26</b>

STEP	Beginning	Veteran	Master
1	\$ 47,647	\$48,412	\$59,785
2	\$ 48,728	\$49,493	\$60,866
3	\$ 49,809	\$50,574	\$61,947
4	\$ 50,890	\$51,655	\$63,028
5	\$ 51,972	\$52,737	\$64,110
6	\$ 53,053	\$53,818	\$65,191
7	\$ 54,134	\$54,899	\$66,272
8	\$ 55,215	\$55,980	\$67,353
9	\$ 56,296	\$57,061	\$68,434
10	\$ 57,378	\$58,143	\$69,516
11	\$ 58,459	\$59,224	\$70,597
12	\$ 59,540	\$60,305	\$71,678
13	\$ 60,621	\$61,386	\$72,759
14	\$ 61,702	\$62,467	\$73,840

## Rushford-Peterson ISD #239

### Salary Schedule 2026-27

STEP	Beginning	Veteran	Master
1	\$ 48,504	\$49,283	\$60,861
2	\$ 49,605	\$50,384	\$61,962
3	\$ 50,706	\$51,485	\$63,062
4	\$ 51,806	\$52,585	\$64,163
5	\$ 52,907	\$53,686	\$65,264
6	\$ 54,008	\$54,787	\$66,364
7	\$ 55,108	\$55,887	\$67,465
8	\$ 56,209	\$56,988	\$68,566
9	\$ 57,310	\$58,088	\$69,666
10	\$ 58,410	\$59,189	\$70,767
11	\$ 59,511	\$60,290	\$71,868
12	\$ 60,612	\$61,390	\$72,968
13	\$ 61,712	\$62,491	\$74,069
14	\$ 62,813	\$63,592	\$75,170

Appendix B: Activities Salary Schedule

<b>POSITION</b>	<b>2025-2026</b>	<b>2026-2027</b>
Head Football	\$ 4,543	\$ 4,625
Assistant Football	\$ 3,047	\$ 3,102
Assistant Football	\$ 3,047	\$ 3,102
Assistant Football	\$ 3,047	\$ 3,102
MS Football	\$ 2,136	\$ 2,174
MS Football	\$ 2,136	\$ 2,174
MS Football	\$ 2,136	\$ 2,174

Head Boys Basketball	\$ 5,110	\$ 5,202
Assistant Boys Basketball	\$ 3,427	\$ 3,489
9th Grade Boys Basketball	\$ 2,402	\$ 2,445
MS Boys Basketball	\$ 2,402	\$ 2,445
MS Boys Basketball	\$ 2,402	\$ 2,445

Head Boys Baseball	\$ 3,974	\$ 4,046
Assistant Boys Baseball	\$ 2,665	\$ 2,713
MS Boys Baseball asst	\$ 1,869	\$ 1,903

Head Track Coordinator	\$ 4,543	\$ 4,625
Assistant Track	\$ 3,046	\$ 3,101
Assistant Track	\$ 3,046	\$ 3,101
Assistant Track	\$ 3,046	\$ 3,101
Assistant Track	\$ 3,046	\$ 3,101

Head Wrestling	\$ 5,110	\$ 5,202
Assistant Wrestling	\$ 3,427	\$ 3,489

Head Boys and Girls Golf	\$ 3,974	\$ 4,046
Assistant Golf	\$ 2,665	\$ 2,713

Head Volleyball	\$ 4,543	\$ 4,625
Assistant Volleyball	\$ 3,046	\$ 3,101
9th Grade Volleyball	\$ 2,136	\$ 2,174
MS Volleyball	\$ 2,136	\$ 2,174
MS Volleyball	\$ 2,136	\$ 2,174

Head Girls Basketball	\$ 5,110	\$ 5,202
Assistant Girls Basketball	\$ 3,427	\$ 3,489
9th Grade Girls Basketball	\$ 2,402	\$ 2,445
MS Girls Basketball	\$ 2,402	\$ 2,445
MS Girls Basketball	\$ 2,402	\$ 2,445

<b>POSITION</b>	<b>2025-2026</b>	<b>2026-2027</b>
Head Softball	\$ 3,974	\$ 4,046
Assistant Softball	\$ 2,665	\$ 2,713
MS Softball	\$ 1,869	\$ 1,903

Dance Team Coach	\$ 4,543	\$ 4,625
Assistant Dance Coach	\$ 3,046	\$ 3,101

Band Director	\$ 2,248	\$ 2,288
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FFA advisor	\$ 2,248	\$ 2,288
FFA advisor	\$ 2,248	\$ 2,288

Math Wizards	\$ 554	\$ 564
Knowledge Bowl	\$ 765	\$ 779
Knowledge Bowl Assistant	\$ 554	\$ 564
Annual Advisor	\$ 2,188	\$ 2,227

Head Speech Coach	\$ 1,814	\$ 1,847
Assistant Speech Coach	\$ 1,570	\$ 1,598

One Act Play Director	\$ 1,814	\$ 1,847
One Act Play Assistant	\$ 765	\$ 779

All School Play Director	\$ 1,814	\$ 1,847
All School Play Assistant	\$ 765	\$ 779

Weight room Supervisor	\$ 1,135	\$ 1,155
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Head Senior Class Advisor	\$ 730	\$ 743
Assistant Senior Class Advisor	\$ 554	\$ 564

Head Junior Class Advisor	\$ 730	\$ 743
Assistant Junior Class Advisor	\$ 554	\$ 564

Spanish Club Advisor	\$ 730	\$ 743
Student Council Advisor HS	\$ 1,031	\$ 1,050
Student Council Advisor MS	\$ 805	\$ 819
Go Green	\$ 714	\$ 727
Art Club	\$ 714	\$ 727
Trap	\$ 867	\$ 883
Seniors Give Back Advisor	\$ 544	\$ 554
Drama Club Advisor	\$ 544	\$ 554
Student Graphic Design	\$ 1,122	\$ 1,142

Appendix C: Grievance Complaint Form

GRIEVANCE COMPLAINT

DATE \_\_\_\_\_  
AGGRIEVED PERSON \_\_\_\_\_  
NAME OF PERSON'S REPRESENTATIVE \_\_\_\_\_  
REPRESENTATIVE'S ADDRESS \_\_\_\_\_  
YEARS IN SYSTEM \_\_\_\_\_ SUBJECT AREA TAUGHT \_\_\_\_\_

GRIEVANCE

DATE OF GRIEVANCE \_\_\_\_\_  
PLACE, (ROOM, BLDG., ETC.) \_\_\_\_\_  
NAMES OF ALL PERSONS INVOLVED \_\_\_\_\_

STATEMENT OF GRIEVANCE: (USE BACK SIDE IF NECESSARY)

SECTION OF MASTER AGREEMENT VIOLATED \_\_\_\_\_  
ACTION REQUESTED:

\_\_\_\_\_

SIGNATURE

RECEIVED BY \_\_\_\_\_  
DATE: \_\_\_\_\_  
TIME: \_\_\_\_\_ A.M.,  
P.M.

Appendix D: Grievance Decision Form

GRIEVANCE DECISION

COPIES TO:

Aggrieved Person (2)

School Board (7)

Superintendent (1)

Principal (1)

DECISION BY:

\_\_\_\_\_

PRINCIPAL

\_\_\_\_\_

SUPERINTENDENT

\_\_\_\_\_

SCHOOL BOARD

NAME OF AGGRIEVED PERSON \_\_\_\_\_

DECISION RENDERED: \_\_\_\_\_

REASON FOR DECISION: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

POSITION

RECEIVED BY \_\_\_\_\_

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_ A.M. P.M.

Appendix E: Appeal of Grievance Form

APPEAL OF GRIEVANCE DECISION

TO: \_\_\_\_\_

SUPERINTENDENT \_\_\_\_\_

SCHOOL  
BOARD

DATE: \_\_\_\_\_

I/WE hereby appeal the decision of \_\_\_\_\_  
Superintendent

Principal of Independent School District No. 239 concerning a grievance complaint filed by me/us with the principal  
on \_\_\_\_\_, 20 \_\_\_\_\_. Copies of the complaint and resulting decision, if any, are attached hereto.

REASON FOR APPEAL:

ACTION REQUESTED: \_\_\_\_\_

SIGNATURE

RECEIVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_ A.M.,

P.M.

Appendix F: Notice of Assignment Form

NOTICE OF ASSIGNMENT AND SALARY I. S. D. #239

This notice of teacher assignment and salary for the 20\_\_-20\_\_ school year is given to \_\_\_\_\_ subject to the provisions of the Master Agreement between Independent School District No. 239 and the Rushford-Peterson Education Association.

This notice is for the 20\_\_-20\_\_ school year.  
20\_\_-20\_\_ Teacher Assignment \_\_\_\_\_  
Teacher's Lane and Step Placement \_\_\_\_\_  
Salary for Teaching Duties \_\_\_\_\_

Additional Service \_\_\_\_\_  
Additional Compensation \_\_\_\_\_

Your total salary, exclusive of fringe benefits, for basic services and additional service is \_\_\_\_\_.\*

OFFICIAL'S SIGNATURE \_\_\_\_\_

\* In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement.

SEE Appendix B FOR 2025-2026/2026-2027 SALARIES FOR EXTRA-CURRICULAR

There will be a \$13.00 payment during the term of this Agreement to a teacher for each outside activity that the teacher is assigned to participate in that is not covered by the above schedule.

Head coaches will be provided with dues for membership to the Boys or Girls State Coaches Associations.

Appendix G: Sick Leave Bank Donation Form

Sick Leave Bank Language

Total Number of days being donated \_\_\_\_\_  
\_\_\_\_\_ Donate \_\_\_\_\_ to a specific staff member (Name) \_\_\_\_\_  
\_\_\_\_\_ Donate \_\_\_\_\_ to the general bank

Each member can still donate up to 5 days per year

Donating to a specific person

- Person must be out of days or going to be out of days in the school year donated (does not have to be out of days before this donation)
- Any excess days donated to an individual that they do not use in a school year will go to the general bank
- Donated days can be used for any illness, injury, surgery, childcare, health appointments, etc.

Accessing the general bank

- When a staff member is out of sick days, they can access. Goes by the date they run out of days.
- General bank can only be accessed for illness, injury, or surgery (not childcare leave)

CONTRIBUTION OF SICK LEAVE DAYS

Name \_\_\_\_\_

I wish to donate the following number of days:  
\_\_\_\_\_ days to a specific staff member: \_\_\_\_\_  
\_\_\_\_\_ days to the general bank

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
RPEA Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Signature

\_\_\_\_\_  
Date

Purpose

The purpose of this section is to provide clarification of contract issues regarding the Q-Comp plan. This section is intended to reflect the intent of the plan.

Positions:

**Site/ Observation Leader**

*Job Description*

The Site Leader will work with his/her assigned Learning Community and serve as the facilitator. The Site Leader will evaluate members of his/her assigned Learning Community. The Site Leader will work with the Learning Community and the Lead Teacher to develop Learning Community goals.

*Qualifications:*

- Be a full-time tenured teacher with five years teaching experience.
- Be experienced in licensed area
- Have served on various district committees.
- Trained in the Standards of Effective Practice process.

*Responsibilities:*

- Field test instructional strategies and share with teachers the strategies proven effective.
- Facilitate assigned Learning Community meetings
- Coordinate the delivery of professional development at the site
- Monitor goals at a site level and with designated Learning Community.
- Assist with development of District goals
- Remain updated on Q-Comp updates and conference opportunities
- Serve as a liaison between Learning Community and administration
- Be trained annually in the evaluation process and interrater reliability
- Serve position for two years
- Attend meetings monthly with other Site Leaders and Lead Teachers
- May observe and evaluate teachers using the Rushford-Peterson District Teacher Evaluation Form
  - Evaluate/observe members of his/her assigned Learning Community

*Hiring Process:*

- Positions will be posted through email.
- Teachers who qualify and are interested submit a letter of application to the Q-Comp chair. Must be submitted by April 15<sup>th</sup>.
  - Members of the Q-Comp Committee will review applications and conduct the interviews.
  - The Q-Comp committee will recommend to the Superintendent/School Board for final decision

Evaluation:

**LEARNING COMMUNITY MEMBERS WILL EVALUATE THE SITE LEADER POSITION BASED ON THE ATTACHED SURVEY (APPENDIX ?) USING THE 1-4 RATING SCALE.**

Salary Augmentation:

**\$ 2,250.00 and 2 days per year Release Time. This is an annual salary and is not added to the teacher's ongoing salary.**

3 Site Leaders in the District

**Lead Teacher**

Job Description:

The Lead Teacher will work with the Site Leader to develop Learning Community goals and facilitate his/her assigned Learning Community. The Lead Teacher will be responsible for submitting goals to the Q-Comp Committee for their approval. The Lead Teacher will evaluate members of his/her Learning Community. The Lead Teacher will be responsible for maintaining and submitting all records/paperwork to the Q-Comp Committee relative to the Q-Comp Plan.

Qualifications:

- Be a full-time tenured teacher with five years teaching experience.
- Be experienced in licensed area
- Have served on various district committees.
- Trained in the Standards of Effective Practice process.

Responsibilities:

- Attend monthly Learning Community meetings and Staff-Development Workshops
- Assist with development of Learning Community goals and submit goals to the Q-Comp Committee for approval.
- Assist with development of District goals
- Remain updated on Q-Comp updates and conference opportunities
- Facilitate Q-Comp goals with designated Learning Community
- Submit Learning Community Goals to the Q-Comp Committee for their approval
- Observe and evaluate teacher using the Rushford-Peterson District Teacher Evaluation Form
- Maintain all teacher evaluation records and report to the Q-Comp Committee annually
- Serve as a liaison between Learning Community and administration
- Be trained annually in the evaluation process and interrater reliability
- Serve position for two years
- Attend meetings with other Lead Teachers as scheduled

Hiring Process:

- Positions will be posted through email.
- Teachers who qualify and are interested submit a letter of application to the Q-Comp chair. Must be submitted by April 15<sup>th</sup>.

- Members of the Q-Comp Committee will review applications and conduct the interviews.
- The Q-Comp Committee will recommend to the Superintendent/School Board for the final hiring decision

Evaluation:

Q-Comp Committee will evaluate the Lead Teachers and Site Leaders annually.

**LEARNING COMMUNITY MEMBERS WILL EVALUATE THE LEAD TEACHER POSITION BASED ON THE ATTACHED SURVEY USING THE 1-4 RATING SCALE.**

Salary Augmentation:

**\$ 2250.00 and 2 days per year Release Time. This is an annual salary and is not added to the teacher's ongoing salary.**

**Five Lead Teachers in the District**

**Q-Comp Committee**

The current Q-Comp Committee consists of 5 members: 2 administrators and 3 teachers.

Any member of the teacher rights committee will also be a member of the Q-comp committee. There will be a bi-annual rotation of the teacher rights Q-comp committee members with the non-teacher rights position(s). If there are multiple candidates for any Q-Comp committee position, the RPEA will vote on representation. It will be the intent to have a representative on the Q-Comp Committee from both elementary and middle/secondary levels. A Q-Comp committee member may not hold another Q-comp leadership position while being on the Q-comp committee (site/lead teacher). The non-teacher rights Q-Comp Committee member will attend and facilitate monthly site and lead meetings. They will be the liaison between the Q-Comp Committee and the site & lead staff.

Job Description

Qualifications:

- Be a full-time tenured teacher with five years teaching experience.
- Be experienced in licensed area
- Have served on various district committees.

Responsibilities:

- Attend monthly Q-Comp Committee Meetings and at each meeting review the budget update
  - Remain updated on Q-Comp updates and conference opportunities
  - Monitor all teacher evaluation records for Performance Pay to the district
  - Review the district strategic plan and monitor to ensure alignment with Q-Comp Components
- No later than May 30<sup>th</sup> of each year, review the current budget and expenditures related to Q-Comp and prepare a report to the RPEA members
- No later than May 20<sup>th</sup> of each year prepare a preliminary Q-Comp budget for the following school year

- Review and approve all Learning Community goals.
- Complete annual Q-Comp review and prepare the annual report to the state
- Serve as the Q-Comp Appeals Committee
- Serve in the position for two years

The Q-Comp committee

- Will have the authority to approve expenditures pertaining to implementing the Q-Comp Program
- Reallocate additional or unused funds to support components of the District's Q-Comp plan.
- Adapt the Q-Comp contract language to fit the needs of the program subject to approval of RPEA and District 239

Hiring Process:

- Positions will be posted through email.
- Teachers who qualify and are interested submit a letter of application to the Q-Comp chair. Must be submitted by April 15<sup>th</sup>.
  - RPEA will review applications and vote on all Q-Comp Committee positions.
  - The Q-Comp Committee will recommend to the Superintendent/School Board for final decision

Evaluation:

The Union President and the Superintendent will evaluate Q-Comp Committee members annually.

Additional Comments:

Salary Augmentation:

\$ 1,500 annually

**Mentors**

Job Description:

The job of mentors is to help probationary teachers master basic tasks involved in teaching at Rushford-Peterson Schools. Mentors will be given to all teachers over .3 FTE in their first year at Rushford-Peterson.

Qualifications:

- Be a full-time tenured teacher with five years teaching experience.
- Be experienced in licensed area

Responsibilities:

- School Related Tasks (website maintenance, grades, attendance, systems, technology, Google, etc)
- Student Interaction (discipline, classroom management, routines, behaviors, guidance, parental contact, etc)

- Q-Comp (lessons, goals, data, observations, pre/post-test, standards, etc)
- School Systems (paperwork, schedules, procedures, licensure, curriculum, testing, etc)

Hiring Process:

- The Q-comp site leaders will assist new staff (and administration) in selecting a mentor.
- Mentors must be in a similar subject area or grade level and be master teachers at R-P. Site and lead teachers will not mentor except in situations where they are the best match (example: the only other specific subject teacher in the building).
- Members of the Q-Comp Committee will review applications and conduct the interviews.
- The Q-Comp Committee will recommend to the Superintendent/School Board for final decision.

Salary Augmentation:

\$ 1,000 annually

**Rushford-Peterson teachers may earn performance pay compensation in four ways.** 1.) \$ 250 for school wide student achievement gains. Teachers who meet the required level of performance shall earn the teacher evaluation compensation. This will be based on standardized assessment results from the MCA All Accountability Test and/or other standardized assessment. **This is an annual salary and is not added to the teacher's ongoing salary.**

2.) \$ 250 for measures of student achievement. Student achievement goals and assessments will be established at the September Learning Community Meetings. The assessment will be a pre test post test criterion referenced assessment based on district approved curriculum and aligned with district and site Q-Comp goals. **This is an annual salary and is not added to the teacher's ongoing salary.**

3.) \$ 500.00 for individual teacher evaluations. Continuing contract teachers will be evaluated three times and probationary teachers will be evaluated five times using the Rushford-Peterson Teacher Evaluation Form. All evaluations will use the same teacher evaluation form. **This is an annual salary and is not added to the teacher's ongoing salary.**

4.) \$1060 for goal attainment/salary schedule based on FTE. A teacher must meet two of the three following elements to advance on the goal attainment schedule: Rushford-Peterson Teacher evaluation standard, target site MCA All Accountability Test student achievement goal, or measure of student achievement. Teachers who do not meet two of the three elements will not advance on the goal attainment schedule. Once a teacher is placed on the salary schedule they may not revert back regardless of Q-Comp funding. There will be two times per year when movement will occur: December 15<sup>th</sup> or June 15<sup>th</sup>.

A Rushford-Peterson teacher will be assigned to a Learning Community. The Learning Community will meet once a week prior to the start of the student

contact day and during workshop days. Each teacher will videotape two teaching examples and the video will be evaluated by the SITE LEADER or LEAD TEACHER.

Each continuing contract teacher and probationary teacher will be evaluated three times: TWICE by the Site Teacher or Lead Teacher (ONE VIDEO AND ONE FACE TO FACE), and

once by their building principal. Teachers can appeal any disputed evaluations. Probationary teachers will also have two additional evaluations done by administration. Teachers must meet the standard to earn the \$500.00.

If a teacher meets two of the three Q-Comp elements, the teacher will advance one goal attainment level.

### Teacher Evaluation

The evaluation team will be made up of a site leader or lead teacher, and a building principal. The site leader or the lead teacher will conduct two objective evaluations and the building principal will conduct one objective evaluation. This process will be the same for probationary and continuing contract teachers; however, probationary teachers will additionally be evaluated 2 more times by the building principal for a total of 5 evaluations (2 site leader or lead teacher evaluations and 3 building principal evaluations).

The Learning Community, Site Leader, Lead Teacher and the administration will all be trained in the evaluation process using The Standards of Effective Teaching.

Counselors/specialists that go into the classroom and conduct lessons therefore the same evaluation procedures will be followed.

For the first year of the Q-comp plan all evaluations will focus on two standards: Instructional Strategies, Subject Matter and Assessment

**Instructional Strategies** has three strands that will be the focus of professional development used for teacher evaluation. Levels of performance will be based on In Progress (1 point), Basic (2 points), Proficient (3 points), and Established (4 points).

**Assessment** has one strand that will be the focus of professional development used for teacher evaluation. Levels of performance will be based on In Progress (1 point), Basic (2 points), Proficient (3 points), and Established (4 points).

**Subject Matter** has one strand that will be the focus of professional development used for teacher evaluation. Levels of performance will be based on In Progress (1 point), Basic (2 points), Proficient (3 points), and Established (4 points).

Tenured teachers will be required to score an annual average of FIFTEEN or more points and show progress towards proficient and established IN THE FIVE STRANDS. Probationary teachers are required to score an annual average of TEN

points and show progress towards basic status IN THE FIVE STRANDS. At least one evaluation of probationary teachers needs to be completed by December 1.

Prior to the evaluation, each teacher will complete the Rushford-Peterson Evaluation-Conference Form (see appendix I). After the evaluation conference, the teacher will complete the post-observation portion of the form. Completing this form allows the teacher to prepare for the lesson and then reflect on the students and the lesson itself.

It will be optional for the pre-observation and/or post-observation conference to be completed via synchronously online via web conferencing if all parties agree. The pre-post conferences may be scheduled during Learning Committee meetings. Site Leaders, Lead Teachers, and building principals may also schedule time during the regularly scheduled day either before or after the student contact day or during prep time or other unscheduled time during the regular school day.

### Rushford-Peterson Public Schools Teacher Evaluation-Appeals Process

#### **Basis for Appeal:**

Teachers may file an appeal to dispute an evaluation that may result in not making his/her salary performance advancement.

#### **Time Frame for Appeals:**

Appeals must be filed within 30 calendar days of the peer evaluation conference. Appeals filed on or before the last student contact day (and within the 30 day limit) will be heard and resolved by the Q-Comp Committee before July 1<sup>st</sup>. (Every effort will be made to complete the appeals process as quickly as possible after the appeal has been filed. Appeals filed after the last student contact day (but within the 30 day limit) will be heard and resolved by the Q-Comp Committee by October 15<sup>th</sup>.

#### **Contents of Appeal:**

Teachers should file an appeal with the building principal of Q-Comp Committee Chairperson. Teachers assigned to more than one site, will appeal at the site of their assigned Learning Committee. The appeal must contain:

- Statement of the specific reason(s) for the appeal.
- Evidentiary support for the appeal.
- A district appeals form should be utilized. See Appendix H form.

#### **Hearing Procedure:**

- The evaluated teacher will have an opportunity to present his/her case. (He/she may select a personal representative to advise and assist in the preparation and presentation of the appeal.)
  - The evaluator will present his/her evidentiary information. (He/she may select a personal representative to advise and assist in the preparation and presentation of the appeal.)
  - Each side will have an opportunity for rebuttal. The rebuttals will take place in the same order. These rebuttals will take place at this hearing. Reconvening at a later time is not an option.

### **Q-Comp Committee Decision Process:**

The Q-Comp Committee shall meet privately (in camera) for its discussion of the hearing. It is to be understood that no part of the discussion is to leave the room. The decision concerning the hearing will be done by secret ballot with a simple majority needed for the ruling.

- The decision of the Q-Comp Committee will be rendered in writing within five (5) working days and it is not grievable.
- Once the decision has been given, the in camera will be deleted.

For probationary teachers, summative evaluation process will include the Q-Comp Rushford-Peterson Teacher Evaluations. Summative evaluations shall remain the sole province of the administration. Probationary teachers shall be evaluated five times per school year and the building principal will conduct three of those evaluations and use that data as part of the summative evaluation decision. The summative evaluation for probationary teachers will include the Rushford-Peterson Administrative Evaluation. These evaluations will be scheduled separately from the Q-Comp evaluations. The Rushford-Peterson Administrative Evaluation form is appended at the end of the application.

The evaluation process will be the same as that of a tenured teacher with the addition of two additional administrative evaluations. Probationary teachers and all new hires will be provided mentoring for at least the first year of teaching experience at R-P Schools.

The intention is that the Rushford-Peterson teacher evaluation process in Q-Comp will be the basis for formative teacher evaluations, however, if the administration determines that a tenured needs additional evaluation for summative decision making, the Rushford-Peterson Administrative Evaluation will be used.

### Additional Language

1. During the course of the 2023-2025 contract, any new initiatives or programs (example NWEA) will be agreed upon by both the Q-Comp Committee and administration.
2. All allocated but unexpended funds will be retained in a separate identified budget account to be used in accordance with the Master Agreement Article VI Section 6.
3. If Q-Comp monies are terminated or if the program ends, no teacher will have their salary base reduced.
4. The exclusive representative acknowledges the requirements of M.S. 125.12 regarding Peer review (evaluation). The Exclusive Representative wishes to comply with M.S. 125.12 with the following understandings:
  - A. All documents generated through the Peer Review (evaluation) process shall become the property of the teacher being reviewed.
  - B. The Peer Review process/results will not be used as a part of discipline or employment status proceedings.
5. Q-Comp salary payments for meeting goals, teacher evaluations or advancement on pay scale will be made within 30 days of written confirmation by the Q-Comp Committee. The District will use an amount equal to the total annual compensation for Q-Comp Committee members for administration costs incurred in administering Q-Comp.

## **Q-Comp Salary Schedule- see appendix L**

### **Q-Comp: Additional Language**

#### Subdivision 1: Mentor Teacher and pay

Rushford-Peterson veteran or master teachers may choose to serve as mentors at R-P schools. Mentors will be paid \$1000 each year they mentor.

#### Subdivision 2: Q-Comp Committee

The Q-Comp Program will be monitored by a Q-Comp Committee. This committee will be comprised of three teacher representatives, appointed by the RPEA and 2 administrators. The committee will:

- have the authority to approve expenditures pertaining to implementing the Q-Comp Program.
  - monitor the evaluation process.
- adapt the Q-Comp contract language to fit the needs of the program subject to approval of RPEA and District 239.
- align the Q-Comp program with district and site goals by reviewing the district staff development plan and aligning district initiatives.
- additional or unused funds will be reallocated to support components of the District's Q-Comp plan.

### **Section 10: Rushford-Peterson Public Schools Teacher Evaluation-Appeals process**

#### Subdivision 1: Basis for Appeal:

Teachers may file an appeal to dispute a peer evaluation that may result in not making his/her salary performance advancement.

#### Subdivision 2: Time Frame for Appeals:

Appeals must be filed within 30 calendar days of the peer evaluation conference. Appeals filed on or before the last student contact day (and within the 30 day limit) will be heard and resolved by the Appeals Board before July 1<sup>st</sup>. (Every effort will be made to complete the appeals process as quickly as possible after the appeal has been filed). Appeals filed after the last student contact day (but within the 30 day limit) will be heard and resolved by the Appeals Board by October 15<sup>th</sup>.

#### Subdivision 3: Appeals Board:

The Appeals Board will be made up of the five members of the Q-Comp committee: a. Three teachers of the Q-Comp committee.  
b. Two administrators of the Q-Comp committee

#### Subdivision 4: Contents of Appeal:

Teachers should file an appeal with the building administration or the Q-Comp committee. (Traveling teachers will use administrator at their learning community site.) The file must contain:

- a. Statement of the specific reason(s) for the appeal.
- b. Evidentiary support for the appeal.

- c. A Q-Comp appeals form should be utilized.

Subdivision 5: Hearing Procedure:

- a. The evaluated teacher will have an opportunity to present his/her case. (He/she may select a personal representative to advise and assist in the preparation and presentation of the appeal.
- b. The peer evaluator will present his/her evidentiary information. (He/she may select a personal representative to advise and assist in the preparation and presentation of the appeal.
- c. Each side will have an opportunity for rebuttal. The rebuttals will take place in the same order. These rebuttals will take place at this hearing. Reconvening at a later time is not an option.

Subdivision 6: Appeal Board Decision Process:

The board shall meet privately (in camera) for its discussion of the hearing. It is to be understood that no part of the discussion is to leave the room. The decision concerning the hearing will be done by secret ballot with a simple majority needed for the ruling.

- a. The decision of the appeals board will be rendered in writing within 5 working days and it is not grievable.
- b. Once the decision has been given the in camera will be deleted.

Appendix I: Teacher Evaluation Scoring Sheet  
 2025-2027 RUSHFORD-PETERSON  
 TEACHER EVALUATION SCORING SHEET

INSTRUCTIONAL STRATEGIES	IN PROGRESS 1 POINT	BASIC 2 POINTS	PROFICIENT 3 POINTS	ESTABLISHED 4 POINTS
SCORE <input type="checkbox"/>	Materials and resources do not support the instructional goals or engage students in meaningful learning	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	Most materials and resources support the instructional goals, and most engage students in meaningful learning.	All materials and resources support the instructional goals, and engage students in meaningful learning.
SCORE <input type="checkbox"/>	The lesson, activities, or content are poorly structured and unsuitable for the age group and fail to engage learners.	The lesson, activities, or content are inconsistent and their structure only partially engages students.	The lesson, activities, and content are appropriate and their structure succeeds in engaging students.	The lesson activities, and content link well to students' previous learning, engage all students, and provide options for students' initiative and choices.
SCORE <input type="checkbox"/>	Teacher uses no technology or unrelated technology resources in the planning and implementation of lessons.	Teacher uses appropriate technology resources in planning and implementing lessons when easily available.	Teacher uses technology resources specifically related to lessons, units, or instructional groups.	Teacher actively uses and engages students in technology resources specifically related to lesson, units, or instructional groups.

ASSESSMENT	IN PROGRESS 1 POINT	BASIC 2 POINTS	PROFICIENT 3 POINTS	ESTABLISHED 4 POINTS
SCORE <input type="checkbox"/>	Content and methods of assessment lack congruence with instructional goals, lack standards, and appear not to be used in planning	Assessment methods are not clear, assess only some instructional goals, or are used to plan for the class as a whole only	Assessment methods are clear, assess most goals.	Assessment methods are clear and well communicated to students, are congruent with goals, and are used to help student progress toward standards.
SUBJECT MATTER	IN PROGRESS 1 POINT	BASIC 2 POINTS	PROFICIENT 3 POINTS	ESTABLISHED 4 POINTS
SCORE <input type="checkbox"/>	Teacher makes content errors or displays little understanding of subject matter	Teacher displays basic content subject knowledge but cannot articulate student misconceptions	Teacher displays solid content knowledge that reflects current research and best practice but does not anticipate student misconceptions.	Teacher displays solid content knowledge that reflects current research and best practice and anticipates student misconceptions
TOTAL SCORE <input type="checkbox"/>	Probationary teachers must have an annual average score of 10 TOTAL OR GREATER 2 points to meet the requirements to earn the teacher evaluation compensation.	Continuing contract teachers must have an annual average score of 15 TOTAL OR GREATER 4 points to meet the requirements to earn the teacher evaluation compensation.		

Appendix J: Teacher Evaluation Appeals Form

R-P TEACHER EVALUATION APPEALS FORM

TEACHER NAME: \_\_\_\_\_

BUILDING PRINCIPAL: \_\_\_\_\_

SITE LEADER: \_\_\_\_\_

LEAD TEACHER: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

SUBMITTED TO: \_\_\_\_\_ BUILDING PRINCIPAL

Or

\_\_\_\_\_ Q COMP CHAIRPERSON STATEMENT OF SPECIFIC REASONS FOR APPEAL

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EVIDENTIARY SUPPORT:

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HEARING DATE: \_\_\_\_\_

DECISION OF THE Q COMP  
COMMITTEE:

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Appendix K: Evaluation Conference Form

Rushford-Peterson Evaluation-Conference Form

Teacher: \_\_\_\_\_

Date: \_\_\_\_\_

Pre-Observation Conference: \_\_\_\_\_

What is the objective of the lesson?

What resources will be used during the lesson?

What instructional strategies will be used during the lesson?

What would you like to be the main focus for the observer?

How will you demonstrate instructional strategies, subject matter and assessment?

Observation: \_\_\_\_\_

Does it appear that students grasped the objective of the lesson?

Did the lesson make effective use of resources?

Were the applied instructional strategies effective?

Comments related to the predetermined focus point of observation.

Post-Observation Conference: \_\_\_\_\_

How did specific students respond to the lesson?

What changes could be made to the lesson based on the observation?

What are the next steps that will be taken to strengthen the lesson and instruction in general?

Appendix L: Q-Comp Salary Schedule

The Goal increment is \$ 1101

No bonus money can be earned if Q-Comp funding is discontinued

<b>Rushford-Peterson ISD #239</b>			
<b>Salary Schdule 2026-27</b>			
STEP	Beginning	Veteran	Master
1	\$ 48,504	\$49,283	\$60,861
2	\$ 49,605	\$50,384	\$61,962
3	\$ 50,706	\$51,485	\$63,062
4	\$ 51,806	\$52,585	\$64,163
5	\$ 52,907	\$53,686	\$65,264
6	\$ 54,008	\$54,787	\$66,364
7	\$ 55,108	\$55,887	\$67,465
8	\$ 56,209	\$56,988	\$68,566
9	\$ 57,310	\$58,088	\$69,666
10	\$ 58,410	\$59,189	\$70,767
11	\$ 59,511	\$60,290	\$71,868
12	\$ 60,612	\$61,390	\$72,968
13	\$ 61,712	\$62,491	\$74,069
14	\$ 62,813	\$63,592	\$75,170