

MASTER AGREEMENT
BETWEEN THE
BOARD OF EDUCATION
OF
SCHOOL DISTRICT NO. 750
AND
EDUCATION MINNESOTA-ROCORI
Local #7226

2025-2027~~2023-2025~~

BOARD APPROVED: ~~April 15, 2024~~

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MASTER AGREEMENT BETWEEN THE BOARD OF EDUCATION OF SCHOOL

DISTRICT NO. 750

AND

EDUCATION MINNESOTA-ROCORI

**ARTICLE I
PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between the school board of Independent School District No. 750, Cold Spring, Minnesota, hereinafter referred to as the school district, and Education Minnesota-ROCORI, Local 7226, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the school district recognizes Education Minnesota-ROCORI as the exclusive representative of teachers employed by the school board of Independent School District No. 750, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all teachers of the district under written contract as defined in this Agreement and as prescribed by the P.E.L.R.A.

**ARTICLE III
DEFINITIONS**

Section 1. Teacher: The word Teacher shall mean all persons in the appropriate unit employed by the school board in a position for which the person must be licensed by PELSB; but shall not include superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, and supervisory employees.

Subd. 1. Full-time Teacher: A full-time teacher shall be defined as a teacher employed by the school district under the terms of the full-day, full year contract described in Article XII, Hours of Service. Full-time will mean any salaried teacher employed by the District for at least the equivalent of a full school day and year under an individual salaried contract or any combination of individual salaried contracts.

Subd. 2. Part-time Teacher: A ~~part-time~~ teacher shall be defined as a teacher employed by the school district specifying basic teaching duties that are less than those of a full-time teacher as defined above.

Subd. 3. Employment after the school year begins: Benefits will be prorated for any teacher hired after the school year begins.

Section 2. Seniority: "Seniority" is earned by any teacher commencing with their date of continuous employment during the normal school year and normal school day in the school district and shall exclude teachers employed by another school district or agency. Only service during the normal school year and normal school day as defined in the master agreement shall count toward seniority. A ~~part-time~~ part time salaried teacher will accrue seniority on a ~~prorated~~prorated basis. A teacher shall not accrue seniority while on long-term or unrequested leave but shall retain seniority already accrued. When seniority is used as the determining factor in this contract, the most senior teacher will have priority.

Section 3. School District: For the purposes of administering this Agreement, the term "school district" shall mean the school board or its designated representative.

Section 4. Teacher Representative: The exclusive representative may designate a teacher in each school building as a teacher representative for the exclusive representative. The building principal and the teacher representative may meet outside of normal school hours for the purpose of reviewing the administration of this agreement and to discuss problems which may arise pertaining to the agreement. The meetings are not intended to bypass the grievance procedure.

Section 5. Terms: Terms in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that 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. Managerial Responsibilities: The exclusive representative recognizes the right and obligation of the school district to manage and conduct the operation of the school district within its legal limitations.

Section 3. Effect of Laws, Rules, Regulations, Directives and Orders: The exclusive representative recognizes that all employees covered by this Agreement shall perform those duties 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 from time to time as deemed necessary by the school district insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provisions of this agreement found to be in violation of any such laws, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE V **TEACHER RIGHTS**

Section 1. Right to Views: Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any public employee to perform labor or services against their will.

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

Section 3. Request for Dues Check Off: When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect that year and from year to year. Members should make this authorization by the end of the third week in September. A member seeking cancellation should provide written notice to the Union President, per Education Minnesota guidelines, who will notify the District Office.

Subd. 1. Deduction: Any bargaining unit member, or new hire who applied for membership in the bargaining unit, authorizes the school district to deduct 1/18 of such dues from the regular paycheck of the bargaining unit member for each period for 18 consecutive pay periods starting October 5 and running through June 20. For bargaining unit members employed after the commencement of each school year, deductions shall be made by the District. The dues will be deducted equally between existing pay periods between the date of the bargaining unit members first pay date and June 20.

Section 4. Access to Membership Lists: By October 1 of each school year, the District shall provide in electronic form to the Union the names, addresses, telephone numbers, e-mail address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. For employees hired after October 1, this information will be provided to the Union within seven (7) calendar days following School Board approval of the employee's employment.

Section 5. Access to Worksites: Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite administrator or their designee. Such visits shall not interrupt normal work responsibilities.

Section 6. Teaching Assignments and Vacancies:

Subd. 1. Assignment: Teachers will be notified of tentative assignments by May 15 or two weeks before the last student day, whichever is later, immediately preceding the school year in which the assignment is to become effective.

Subd. 2. Vacancies: Should a teaching position become open or available within the district, the position shall be posted as a vacant position.

Subd. 3. Postings: Immediate vacancies occurring in the district from the beginning of the school year through June 30 shall be posted for seven calendar days. Vacancies occurring between July 1 and the beginning day of school, may be filled at the board's discretion, without a seven day application period.

Subd. 4. Transfers and Reassignments:

A. Definitions

A **transfer** is considered to be a placement or assignment of a teacher who has been teaching in one (or more) building(s) into a different school building(s).

Reassignment is defined as a change or movement of a teacher from one grade level to another at the elementary level or from one academic discipline area to another at the secondary level. Reassignment refers to the primary or core instructional duties of the teacher excluding enrichment, homeroom, or other duties.

Reassignment is not considered to have happened, however, when a secondary teacher shifts the instructional content or subject(s) within the same field or academic discipline (algebra to geometry, for example, in mathematics) or when a specialist (elementary music, art, media, physical education, etc.) or special education teacher is assigned to an additional grade level(s).

B. Teacher Requests for Transfer or Reassignment

Teachers who desire a change in grade or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent, through the building principal. Such statement shall include the grade or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred.

Such requests for transfers and reassignments for the following year shall be submitted no later than April 20. Such requests shall be considered within the determination of district staffing patterns and procedures but the transfer or reassignment shall be at the discretion of the school district.

C. Vacancies Creating a Need for Transfer or Reassignment

Should the need arise, through a vacant position, to transfer or reassign teachers from one position to another or from one school building to another for the following school year, the position shall be posted as a vacant position.

Teachers who desire to apply for the posted vacancy shall make a written request to the superintendent of schools or their designee within posted timeline from the date appearing on the vacancy posting.

The granting of such request shall be at the discretion of the School Board or its designee.

D. District Responsibility in Transfer and Reassignment

The school board reserves the right to transfer or reassign teachers based on the overall educational needs and direction of the school district. The ability of the district to transfer or reassign teachers, with or without specific vacancies, is not (unless specifically identified) otherwise limited by the provisions within this section. The superintendent will consider seniority, major and minor fields of study, and other pertinent criteria when transferring or assigning teachers.

Prior to the district's transfer or reassignment of a teacher, the superintendent, building principal, and a designated exclusive representative will confer with the teacher regarding the nature and reason for the transfer or reassignment or denial of the request for transfer or reassignment. A meeting is not required when a teacher requests, applies for, or interviews for a vacant position. A teacher may elect, in writing, not to have a reassignment meeting.

Section 7. Teacher Discipline:

Subd. 1. Purpose: Disciplinary action shall be imposed on teachers only for just cause and all disciplinary actions are subject to the grievance procedure established by this contract. Teachers are defined by Article III, Section 1.

A. This article covers all teachers in the bargaining unit. Members of the bargaining unit being considered for dismissal shall be covered by Minnesota statute.

Subd. 2. Disciplinary Action:

A. All disciplinary action, where possible and appropriate, shall be corrective in nature and not punitive. Any disciplinary action shall include only the following and other corrective actions permitted by Minnesota statute, but will not necessarily be applied in this order:

Oral warning/reprimand, OR
Written Warning/reprimand with expectations and directives OR
Suspension with pay, OR
Suspension without pay, OR
Withholding of step and/or lane advances, OR
Dismissal.

B. Exclusive Representative: The school district shall not meet with an employee for the purpose of questioning the employee during a formal investigation which has the potential for discipline without first offering the employee an opportunity for Exclusive representative. Should the employee decide to waive the right to representation, the

employee shall do so in writing, after notifying the exclusive representative of their intent to do so. A copy of such waiver shall be furnished to the local Exclusive representative president or designated representative. The employee shall be advised of the nature of the allegation(s) prior to questioning.

- C. Reprimands: If an administrator has reason to reprimand an employee, it shall, if possible, be done in such a manner that will not embarrass the employee before other employees, students, or the public.
- D. Identifying Reprimands: Reprimands shall be identified as such at the time disciplinary action is administered. All written reprimands shall become part of the employee's permanent personnel file.
- E. Notification: A copy of a written reprimand shall be given to the employee prior to having such reprimand placed in the personnel file.

Subd. 3. Procedure for Suspension of Continuing Contract Teachers and Non-Continuing

Contract Teachers: The school district shall not propose suspension of any teacher without just cause. When a suspension is intended, the school district shall, before or at the time the action is taken, notify the employee in writing of the intended action and the specific reason(s) for such action.

The exclusive representative, or the employee, shall have the right to take up the suspension at the second (2nd) step of the grievance procedure and the matter shall be handled in accordance with this procedure. No suspension shall become a suspension without pay until an arbitrators hearing is held, as specified by Minnesota statute.

Subd. 4. Personnel File: An employee's personnel file shall contain only materials that are related to their employment.

Initial infractions, irregularities, or deficiencies that are not disciplinary or investigative in nature shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel file.

Each employee shall be promptly furnished with a copy of all evaluative and disciplinary entries into their permanent personnel file. All entries shall be dated and signed. An employee shall have the right to place in their personnel file, a written response which shall be attached to the relevant document. Employees may make a written appeal to the superintendent to remove an entry from their personnel file which they feel is no longer appropriate. With approval of the superintendent such an entry may be removed, provided that no further disciplinary action has been taken or is anticipated.

Materials in the employee's personnel file, upon the employee's request and following a clear demonstration by the employee that such material is incomplete or inaccurate, are to be immediately corrected, or, if false, immediately expunged from the file.

The contents of an employee's permanent personnel file shall be disclosed to the employee and to the employee's exclusive ~~representative~~ representative upon the written request of the employee. ~~Upon written request by the employee, copies of such materials shall be provided to the employee at the expense of the employee or the exclusive representative.~~

Subd. 5. Investigation Meetings: In order that no unwarranted disciplinary action will take place against an employee, the District will make an appropriate investigation of any alleged violation of the Agreement, rules and regulations, laws or other restrictive edicts affecting an employee. If the evidence indicates that there may be sufficient cause for such disciplinary action, the involved employee will be informed that the investigation will continue and that the employee may be involved.

Subd. 6. Paid Administrative Leave: An employee may be placed on paid administrative leave. Such a leave is non-disciplinary. This leave may be used for unusual circumstances in which an employee may need leave. It may also be used in situations in which an employee is placed on a paid administrative leave, pending an investigation.

Section 8. Shared Teachers:

Subd. 1. Definition: A teacher who is employed by District 750 and is assigned to teach in another district is a shared teacher.

Subd. 2. Retention Rights: A shared teacher shall retain all rights and terms and conditions of employment as called for under this Master Agreement.

Subd. 3. Additional Time: A shared teacher who is required to work extra days or additional hours because of different school calendars or schedules shall be paid on a prorated basis for the additional time worked.

Subd. 4. Mileage: Shared teachers shall be authorized one round trip per day between work stations.

Subd. 5. Assignment: Assignment of shared teachers shall be in accordance with Article V, Section 6.

Section 9. Site-Based Decision-Making:

Subd. 1. The school district and the exclusive representative agree that programs which provide increased opportunities for teacher involvement in building-level decision-making (i.e., site-based decision-making) can foster the collegial exchange of ideas and information so necessary for effective professional practice and can improve the educational process. Accordingly, the parties agree to explore and encourage the development and implementation of site-based decision-making programs in the school district.

Subd. 2. The collective bargaining agreement will remain in full force and effect and have full application to the employees who are affected by a site-based decision-making program. If any

aspect of a site-based decision-making program is contrary to the terms of the collective bargaining agreement, said aspect will not be implemented unless a memorandum of understanding is obtained from the exclusive representative and the district. If such a memorandum of understanding is obtained, the collective bargaining agreement will be deemed modified only to the extent necessary to implement this aspect of the program.

ARTICLE VI **GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by the exclusive representative resulting in a dispute or disagreement between the teacher employee or the exclusive representatives and the school district as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The exclusive representative, teacher, administrator, or school board may be represented during any step of the procedure by a person(s) or agent(s) designated by such parties to act on in their behalf.

Section 3. Definitions and Interpretations:

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

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday. The number of days at each level shall be considered the maximum length of time and every effort should be made to expedite the process.

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

Section 4. Time Limitation and Waiver: Grievances shall be submitted in writing on appendix A to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the exclusive representative and the school district's designee.

Section 5. Adjustment of Grievance: The school district and the exclusive representative shall attempt to adjust all grievances which may arise during the course of employment of any exclusive representative within the school district in the following manner:

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

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

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board or its designated representative, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance no later than the second regularly scheduled school board meeting within fifteen (15) days, whichever comes first, after receipt of the appeal. Within seven (7) days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision in writing not later than seven (7) days following the meeting.

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

Section 7. Denial of Grievance: Failure by the school board or its representative to issue a decision at Level I or Level II within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8. Arbitration Procedure: In the event that the exclusive representative and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be filed in writing with the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no ~~A~~greement on an arbitrator is reached, either party may request the Bureau of Mediation Services (BMS) to provide a list of arbitrators to both parties, pursuant to Minnesota statute, providing such request is made within fifteen (15) days after request for arbitration. The request shall ask that the appointment be made within ten (10) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

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

Subd. 5. Decision: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of grievance arbitration decisions as provided by in the P.E.L.R.A.

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

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievance properly before the arbitrator pursuant to the terms of this procedure.

ARTICLE VII RATES OF PAY

Section 1. 202~~53~~-20264 Rates of Pay: The wages and salaries reflected in Schedule A and the 202~~53~~-202~~64~~ Salary Guide for Certificated Personnel, attached hereto, shall be part of the Agreement and effective only for the 2025-2026~~2023-2024~~ school year.

Section 2. 202~~64~~-20275 Rates of Pay: The wages and salaries reflected in Schedule B and the 202~~64~~-202~~75~~ Salary Guide for Certificated Personnel, attached hereto, shall be part of the Agreement and effective only for the 202~~64~~-202~~75~~ school year.

ARTICLE VIII EXTRA COMPENSATION

Section 1. Extra-Curricular Schedules: The salaries reflected in Schedule C and D, attached hereto, shall be part of the Agreement.

Section 2. Travel Allowance: The rate reflected in Schedule E, attached hereto, shall be part of the Agreement.

Section 3. Intra district Credit: Recognizing that at times it is beneficial for District 750 to call upon staff to participate in workshops or similar activities beyond the normal work day or school calendar, intra district credit will be awarded in the following manner:

Subd. 1. No credit shall be granted for normal contracted or compensated time.

Subd. 2. Credit for time accumulated may be used for intra district credit and will apply towards credit for a lane change on the salary schedule. Normally, one intra district credit will be awarded for each ten (10) hours of approved activity.

Subd. 3. In all cases, course requirements and activities leading to intra district credit must be approved in advance by the district superintendent.

Section 4. Induction and Mentoring of New Staff: Because of the nature of a mentoring relationship, duties related to the roles of Proximity Mentor and **Teaching Instructional** Mentor will include activities during and outside the contracted school day. All responsibilities of the roles are included in the stipend provision.

Subd. 1. Building Proximity Mentor Position Description: Proximity Mentors will provide collegial interaction and support for teachers in the induction program. They are a building level peer to help answer questions of the building or help with immediate needs. They serve as a “building buddy.” Proximity Mentors will meet with teachers in the induction program on a regular basis for collegial interaction and support. These mentors will be assigned by the building principal.

A. Responsibilities:

- 1) Supports probationary teacher as needed at building level
- 2) Meets regularly with probationary teacher to help and support
- 3) One informal peer observation (expected during the second trimester of the school year)

B. Compensation: \$600 for year (Amount will be \$300 without an approved Q Comp plan)

Subd. 2. **Teaching****Instructional** Mentor Position Description: **Teaching****instructional** mentor will assist with training and professional growth in their area of expertise when teachers in the induction program have an identified need. Mentors will be selected through an application process with **teaching****instructional** mentors determined by joint agreement of the President of Education Minnesota – ROCORI or designee, the superintendent or their designee, and the director of the induction program. The application and assignment process is expected to be completed two weeks prior to the start of the school year (but may be extended for late hiring decisions until positions are filled).

A. Responsibilities

- 1) Assist with training and professional growth in area of reflective practices, professional learning and performance frameworks.
- 2) Implements and monitors:
 - a. Portfolio reflections 1st year teachers
 - b. Peer observations
 - c. Instructional and curriculum support
- 3) Mentor and Induction program duties specifically related to the responsibilities of the Proximity Mentor and Teaching Instructional mentor, are deemed as appropriate and acceptable activities for preparation time.

B. Compensation: \$1,000 for year (Amount will be \$500 without an approved Q Comp plan)

Subd. 3. Pairings:

- A. The district will provide a list of current Induction program pairings by the end of first week of school to EM-ROCORI president and the superintendent (this may be extended for late hiring decisions or until positions are filled).
- B. Experienced teachers will not serve in the roles of proximity mentor and teaching instructional mentor at the same time for a new teacher unless agreed upon by joint agreement of the President of Education Minnesota – ROCORI or designee, the superintendent or their designee.
- C. At the building principal's discretion, a second or third year teacher may be assigned a proximity mentor or a teaching a instructional mentor to assist in the Induction process. Such an assignment would include compensation as outlined for these positions.

Subd. 4. Teachers New to the District: The ROCORI School District schedules three additional days of new teacher training and development prior to the start of the school year per Article XIII.

- A. Purpose: The purpose of this time is to offer an orientation to the school district and its procedures, to introduce and begin the induction/mentoring process, provide direction related to the start of a school year, and allow for transition into the ROCORI Schools.
- B. Teachers new to the ROCORI School District will be compensated for up to the three days at the curriculum hourly rate a rate of \$125 per day of for attendance at the orientation sessions. Early Childhood teachers will not have these days included as a percentage of their contract. Teachers new to the district will receive this compensation no later than the second pay period of the school year.
- C. The ROCORI District will provide first year teachers an additional stipend to fully participate in the district's scheduled events and the activities of new teacher development.

- 1) This stipend will be \$1000 for any new teacher required to complete Year One induction activities.
- 2) This stipend will be paid in two equal installments with the first at the last payroll of December and the second at the conclusion of the year.
- 3) The final stipend payment may be reduced in half if the participating teacher has not fully engaged in Induction activities as measured by attendance at Induction events both in and out of the District.

D. Staff members placed at and completing the second and third year of Induction will be provided stipend. The stipend for successful completion of the second year program activities is \$500. The stipend for successful completion of the third year program activities is \$250.

E.—Teachers who are participants in the District Induction Program should not be expected to meet during their scheduled preparatory periods to plan, discuss or present induction materials.

Subd. 5. Special Education Teaching Mentor: Teachers who agree to be a Special Education Teaching Mentor to assist in Due Process Support to a Tier 1, Tier 2, or Out of Field Permission teacher will receive additional compensation upon administrator approval.

A. The Special Educational Teaching Mentor will receive a stipend of \$2,000, or a prorated amount if less than half of the school year.

Section 5. District Committee work: In recognition of participating in district committees (Curriculum and Instruction, Multi-Tiered System of Support, Technology, and Staff Development), teacher representatives shall be paid a stipend of \$300 annually (with an approved Q Comp plan). District committee chairpersons shall be paid a stipend of \$500 annually (with an approved Q Comp plan). Payments will be made by June 30.

ARTICLE IX GROUP INSURANCE

Section 1. Health and Hospitalization Insurance: The rates reflected in Schedule F, attached hereto, shall be part of the Agreement.

Section 2. Long Term Disability Insurance: The rates reflected in Schedule F, attached hereto, shall be part of the Agreement.

ARTICLE X LEAVES OF ABSENCE

Section 1. Sick Leave-ESST:

Subd. 1. All full-time teachers shall earn sick leave at the rate of 96 hours per year. ~~Part time~~Part time teachers shall earn sick leave prorated ~~rate~~ based on full-time teachers. First year teachers in the school district with no accumulated sick leave shall be granted 96 hours commencing with the beginning date of employment. Thereafter annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one thousand four hundred fifty-six (1,456) hours of sick leave per teacher.

Subd. 3. Sick leave with pay will be allowed by the school district whenever a teacher's absence is due to illness or disability which prevented their attendance at school and performance of duties on that day or days during the regular school year, provided that the teacher has unused sick leave at the time of such absence.

Subd. 4. An employee may use sick leave benefits provided by the employer for absences due to an illness or injury to the employee's child, as defined in Minnesota Statute 181.940, for such reasonable period as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury.

Subd. 5. The school district may require a teacher to furnish a medical certificate from a qualified medical provider as evidence of illness and/or disability pursuant to this section, indicating such absence was due to a qualified illness and/or disability, in order to qualify for sick leave pay. However, final determination as to the eligibility of a teacher for sick pay is reserved to the school district or its designated representative, based upon evidence from a certificate submitted to the school district by a medical provider selected by the school district. The certificate will be at school district expense.

Subd. 6. In the event that a medical certificate will be required the teacher will be so advised before they return to work.

Subd. 7. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 8. A teacher shall be entitled to use of sick leave without loss of pay, seniority status, sick leave accrual, or other benefits during the time the teacher is on sick leave.

Subd. 9. Sick leave pay shall be approved only upon a submission of an appropriate authorized request (electronic system currently used is [FrontlineAESOP](#)).

Subd. 10. Minnesota Statute 181.9413 Sick or injured child care leave benefits; care of relatives.

- A. An employee may use personal sick leave benefits provided by the employer for absences due to an illness or injury to the employee's child, as defined in section 181.940, subdivision 4i, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for such reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee

is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

B. An employee may use sick leave as allowed under this section for safety leave for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (A). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

For the purpose of this paragraph:

- 1) "domestic abuse" has the meaning given in Minnesota Statute 518B.01
- 2) "sexual assault" means an act that constitutes a violation under Minnesota Statutes 609.342 to 609.3453 or 609.352
- 3) "stalking" has the meaning given in Minnesota Statute 609.749

C. The school district may limit the use of personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

D. For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

E. For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.

F. For the purpose of this section, "grandchild" includes a step-grandchild and a biological, adopted, and foster grandchild.

G. The District is required to follow any changes to statutes as listed within subd. 10 and will inform the executive representative of any such changes.

Section 2. Paid Child Care Leave:

Subd. 1. Fathers or partners requesting child care leave shall be granted up to ten (10) consecutive days of leave upon request.

Subd. 2. Leaves under this section shall be deducted from accrued sick leave.

Subd. 3. The same leave benefits afforded to maternity disability will be afforded to support adoptive parents.

Section 3. Unpaid Child Care Leave:

Subd. 1. Child care leave without pay and other benefits shall be granted to teachers for up to but not to exceed twelve (12) months. Requests for child care leave shall be made to the superintendent in writing as soon as possible.

Subd. 2. Unpaid child care leave will commence at such time as to cause the least disruption to the instructional program.

Subd. 3. In terminating an unpaid child care leave of absence, teachers shall notify the superintendent in writing prior to the time they desire to return to work. The exact date of return to work shall be selected so as to cause the least disruption to the education program, and the date shall be mutually agreed upon.

Subd. 4. In the event that acceptance of an application for commencement or termination of an unpaid child care leave would result in the loss of a step or an increment, the school district shall so notify the employee in writing before acceptance.

Subd. 5. Upon conclusion of the unpaid child care leave, the teacher shall be reinstated in their original position or one of like status and pay. If the teacher has continuing contract that will remain in effect. The teacher shall retain all salary and fringe benefits accrued at the time of the beginning of the leave. A teacher shall continue to accrue seniority while on unpaid child care leave of absence.

Section 4. Personal Leave:

Subd. 1. ~~Full time teachers~~ shall be granted three (3) personal leave days per year, at the discretion of the teacher, with the days used to be deducted from sick leave accumulation. ~~Part time teachers shall earn sick leave~~ prorated based on full time teachers. A teacher shall be allowed to accumulate unused personal days up to five (5). At the end of the school year, there shall be an automatic carryover of two (2) full days of personal leave. After the automatic carryover, the district will buy back any remaining unused personal leave days, to a maximum of three (3) days, at the current teacher substitute daily rate of pay. Payment will be made on the last June pay period of each year. Personal leave buyback days are not to be deducted from accrued sick leave days, but a teacher must have accrued sick leave available to cover the personal leave time.

- A. Requests for a personal leave shall be made in an appropriate authorized request (electronic system currently used is FrontlineAESOP) to the superintendent through the building principal two (2) days in advance and no sooner ninety (90) days in advance. In the event of an emergency, an application will be made as soon as possible.
- B. A maximum of amount of personal leave days may be granted per individual building listed below on student contact days and Academy Day. Additional Personal Leave requests on non-student contact days may be granted at the discretion of the building administrator.

- 1) Cold Spring Elementary-3 teachers
- 2) District Education Facility-1 teacher
- 3) Richmond Elementary-1 teacher
- 4) John Clark Elementary-1 teacher
- 5) ROCORI High School-3 teachers
- 6) ROCORI Middle School-2 teachers

C. Personal Leaves will not be granted during parent/teacher conferences except under extenuating circumstances, which require approval by the school district.

Subd. 2. Additional personal leaves may be granted without pay at the discretion of the School District. The teacher must make an appropriate authorized request (electronic system currently used is **Frontline**) and a qualified substitute must be available to be considered for personal leave.

Section 5. Emergency Leave: A teacher must have sick leave available in order to qualify for paid emergency leave. All emergency leave days used are to be deducted from sick leave. Teachers are provided opportunity, in a qualified emergency setting, to use sick leave in order to attend to the emergency. Teachers shall be granted up to five (5) days emergency leave with pay, per occurrence, in the event of the death or serious illness or injury of a teacher's spouse, child, brother, brother in law, sister, sister in law, parent, or parent in law, grandparent, grandparent in law, grandchild, or persons of the immediate household. Serious illness or injury is defined as one which permanently or substantially impairs or is likely to permanently or substantially impair the health of the person. Elective surgery that is not of an emergency nature does not constitute a serious illness or injury. This does not diminish the employee's ability to use sick leave for selfcare or care of others under applicable state law.

Teachers shall be granted one day of emergency leave per occurrence, in the event of the death of an extended family member.

Section 6. Catastrophic Leave: A pool shall be established to be accessed by teachers, who as a result of some catastrophic emergency in the household, have a need to be absent for an extended period of time. A catastrophic event is defined as an event involving or causing sudden, great damage or suffering. They are also described as an event that is extremely unfortunate. A catastrophe is interpreted as a strong word for terrible, harmful, devastating things.

Only teachers who elect to be members in the pool are eligible. All other applicable paid contract leaves must first be exhausted for the individual before Catastrophic Leave may be considered. Catastrophic Leave is not intended to be used for pregnancy related absences. The committee shall have no authority to approve Catastrophic Leave for more hours than are available in the pool. To be eligible for membership in the Catastrophic Leave Pool, the teacher must be eligible for the District's Income Protection Program. Teachers who are denied Income Protection coverage by the District's Income Protection Insurance carrier remain eligible to apply for catastrophic leave.

A. To obtain membership in the catastrophic leave pool, a teacher must donate a minimum of 8 hours to the pool by September 30 of the current school year. Part time employees would donate and be compensated on a prorated amount based off of their FTE. Any

teachers that have their FTE increased since their initial donation, would have to do an additional donation in order to be compensated at their current FTE.

- B. Teachers who do not join the pool during the enrollment period are not eligible for membership in the pool for that school year. They may join the pool in subsequent years during a future open enrollment period in September of each year.
- C. The pool shall be replenished by voluntary donations from new hires to the district and returning teachers will be encouraged to replenish the pool through voluntary donations. Donations will be limited to no more than 40 hours per teacher.
- D. In the event the pool drops below 300 hours, the teachers will be asked to replenish the pool through voluntary donations. Donations will be limited to no more than 24 hours per teacher.
- E. Use of the hours within the Catastrophic Leave pool shall be managed by a committee comprised of a School Board member, a member of Education Minnesota-ROCORI executive committee, a district teacher selected by the employee applying to the pool and the superintendent.
- F. Requests to use Catastrophic Leave shall be made in writing to the superintendent, who shall convene a committee, as described to act on the request. The means of convening a committee may be physical or electronic, based on the needs presented within the request and the judgment of the superintendent as to efficiency in addressing needs. Committee decisions shall be made by at least a three to one majority. If the initial electronic response appears to indicate the request will be denied, a physical meeting of the committee must take place as soon as it may be arranged.

Section 7. Exclusive Representative Leave: The exclusive representative shall be credited with authorized leave days according to the following schedule:

- A. Overall, the exclusive representative will be provided five (5) days of leave for duties of the organization with the district covering teacher pay and substitute teacher costs.
- B. The district will provide two (2) additional days of leave which must be used for lobbying purposes for the exclusive representative with the district covering teacher pay and substitute teacher costs.
- C. The exclusive representative shall be credited with five (5) additional days where the exclusive representative shall pay for the costs of a substitute teacher. The intended purpose of these days is for the exclusive representative to have a member attend meetings for the professional organization.
- D. In addition, up to three (3) days will be allowed for each of up to three (3) negotiators and the exclusive representative president or designee to attend scheduled mediation or

arbitration hearings that are held during the school day. The exclusive representative is responsible for paying for the substitute teacher rate of pay for each day used.

- 1) The intent of this provision is to allow the negotiation team to participate in scheduled negotiations events. The provision involves three separate scheduled days.
- 2) The negotiation team may be determined by the exclusive representative. The number of three negotiators and the exclusive representative president is set based on historical experience. The four members permitted to be on leave, however, may be determined by the exclusive representative.
- 3) The provision allows for up to twelve total days.

E. Requests for leave shall be made an appropriate authorized request (electronic system currently used is Frontline-~~AESOP~~) by an EM ROCORI officer to the superintendent through the building principal in advance.

Section 8. Workers' Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the school district under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's sick leave accrual time according to the prorated portions of days of sick leave which is used to supplement workers' compensation.

Subd. 3. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Section 9. Sabbatical Leave:

Subd. 1. A leave not to exceed one year may be granted at the discretion of the district to full-time teachers upon application to the superintendent before March 15 for the purpose of engaging in study at an accredited college or university. The course of study shall be related to the teacher's teaching areas. Sabbatical leaves for the purpose of retraining shall be at the request of the administration.

Subd. 2. The number of leaves granted per year shall not exceed two (2), or one percent (1%) of the total certificated staff, whichever is greater.

Subd. 3. To be eligible for sabbatical leave of absence, a teacher:

- A. Shall have taught for at least eight consecutive years in School District No. 750. Priority shall be granted to length of service.
- B. Shall show acceptance by a college or university for an advanced degree program in his or her major teaching areas.
- C. Shall have acquired a minimum of ten (10) semester credits or the equivalent in the past seven (7) years toward an advanced degree in his or her major teaching areas.
- D. Shall enroll in a college or university for a minimum of twelve (12) credits per quarter or semester or the equivalent and shall show evidence from the college or university upon the request of the school district that he or she is performing in a district approved program.

Subd. 4. A teacher on sabbatical leave of absence will receive one half of his or her present salary (excluding extracurricular and extended employment) prorated for the time on leave and not to exceed one full year.

Subd. 5. Upon returning from sabbatical leave, a teacher shall be placed at the same or like position and shall be placed on a salary pursuant to Schedule A and B and shall maintain the same fringe benefits as the existing agreement.

Subd. 6. The school district reserves the right to deny sabbatical leave if a satisfactory replacement is not available.

Subd. 7. Sick leave and personal leave benefits shall not be earned nor shall they accumulate during the period of sabbatical leave.

Subd. 8. Premiums for all insurances in Article IX shall be paid by the school district pursuant to Schedule F of the Master Agreement.

Subd. 9. If a teacher fails to return at his or her own discretion to teach in the district for at least two (2) years after the sabbatical, then he or she will reimburse the district for all salary and benefits earned while on sabbatical leave.

Section 10. Jury Service Leave: A teacher requested to perform jury service during the school year pursuant to the statutes shall inform the superintendent in writing in advance and agree to return the pay for jury service to the school district, but not including travel and expense allowance. The teacher will receive full pay from the school district for days absent while performing jury service.

Section 11. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 12. Minnesota Paid Leave: Employees should refer to the Minnesota Paid Leave program for information on eligibility, payments, time off, and job protections.

Section 132. Unpaid Leaves, Pay Deduction: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence. "Annual salary" shall include a teacher's basic salary and pay for additional/extended assignments for which a teacher is responsible when absent, if any.

Section 143. Eligibility: Full leave benefits provided in this Article shall apply only to full-time teachers as defined in Article III. Part timePart time employees shall be eligible for partial benefits proportional to the extent of their employment.

Section 154. Subpoena: Any employee subpoenaed to provide testimony of information related to the employment, based on their District position(s) to any agency, commission, board, legislative committee, arbitrator, or court shall be provided leave with pay for each day or part of thereof on which the employee is required to be absent or compensation at the daily substitute rate of pay if it is a nonwork day. This section shall not apply to when an employee brings a claim against the District. The employee shall notify the Superintendent in writing of the date(s) pending absence as soon as possible after receipt of the subpoena but in no event later than one week prior to the date(s) of absence. The employee shall reimburse the District any remunerationrenumeration that may be received by the employee up to the amount of pay for each day of leave for providing testimony of information.

ARTICLE XI UNREQUESTED LEAVES OF ABSENCE

Section 1. Purpose: The purpose of this article is to implement the provisions of Minnesota statute which shall constitute a plan for unrequested leave.

Section 2. Unrequested Leave: The school district may place on unrequested leave of absence such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five (5) years. The School District will discuss with the exclusive representative prior to April 1st any anticipated unrequested leave of absence for the coming school year. After the exclusive representative and the school district determine the reduction process has been applied properly, the district will notify the affected teacher(s) within three days according to the sections that follow.

Section 3. Notice: Teachers placed on such leave shall receive notice in person or by certified mail by June 1st of the school year prior to the commencement of such leave with reasons thereof. A copy of the notice shall be sent to the exclusive representative president. A hearing will be provided as set forth in Minnesota statute, if a written request for a hearing is received by the school district within fourteen days after the teacher received notice of proposed placement on unrequested leave of absence.

Section 4. Order: The procedure for placement of teachers on unrequested leave shall be in inverse order of seniority in the areas in which the teachers are certified. Teachers shall be laid off in inverse order of their position on the seniority list.

Section 5. Seniority:

Subd. 1. "Seniority" is earned by any teacher commencing with their date of continuous employment during the normal school year and normal school day in the school district and shall exclude teachers employed by another school district or agency. Only service during the normal school year and normal school day as defined in the Master Agreement shall count toward seniority. A ~~part time~~part time salaried teacher will accrue seniority on a prorated basis. A teacher shall not accrue seniority while on long term or unrequested leave but shall retain seniority already accrued. Teachers seeking certification in additional area(s) than for which the teacher was originally hired, shall consult with the district superintendent prior to taking courses required for such certification.

Subd. 2. Seniority List:

- A. Prior to November 30 of each school year the school district shall provide a seniority list (by name and date of continuous employment and F.T.E. and such list shall include areas of certification of each teacher) to be prepared from its records. It shall thereupon post such list in each school. F.T.E. will be calculated according to the basic work day of 8 hours multiplied by the teacher work days from the Salary Guide for Certified Personnel.
- B. Any person whose name appears on such list and who may disagree with the findings of the school district and the order of seniority in said list shall have twenty (20) days from the date of the posting to supply written documentation, proof and request for seniority change to the school district.
- C. Within ten days thereafter, the school district shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes as are warranted. A final seniority list shall thereupon be prepared by the school district and posted as of January 1; this list, as revised, shall be binding on the school district and the teacher. Each year the school district shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.
- D. Seniority order for teachers will be determined in the following order:
 - 1) Total F.T.E's of continuous employment
 - 2) Teacher holding the highest degree
 - 3) Most credits beyond the Bachelor's Degree
 - 4) Total years teaching experience in Minnesota
 - 5) Total years teaching experience
 - 6) Teacher licensed in most areas
 - 7) Board determination

Section 6. Pay Information: Unrequested leave of absence will be without pay or other fringe benefits. However, the teacher may retain the district group health insurance coverage as mandated by law following placement on unrequested leave by paying the full premium in advance on a monthly basis.

Section 7. Reinstatement:

Subd. 1. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available full-time position in the school district in the fields in which they are licensed as such full-time positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave. Teachers shall notify the school district of any change in address or shall leave an address where they can be reached if the teacher will be gone longer than thirty (30) days.

Subd. 2. If a full-time position becomes available for a qualified teacher on unrequested leave, the school district shall, by certified mailing, notify such teacher who shall have thirty (30) days from proof of delivery to accept reemployment. Failure of the teacher to receive the certified mailing within thirty (30) days will constitute the forfeiture of their rights to the vacant position; however, the teacher shall retain future reinstatement and employment rights. If received, failure to reply in writing to the notice within such thirty (30) day period and failure to accept full-time reemployment shall constitute waiver on the part of the teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

Subd. 3. If a less than full-time position becomes available for a qualified teacher on unrequested leave, the school district shall, by certified mailing, notify such teacher who shall have 10 days from the date such notice was mailed to accept the part time reemployment. Failure to accept or respond to an offer of less than full-time employment within the 10 days will constitute the forfeiture of the teacher's right to that vacant part time position; however, the teacher shall retain future reinstatement and employment rights to full-time employment rights to full-time employment as specified in Subdivision 1 of this section as well as future part time positions which may become available during the leave period.

Subd. 4. Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist for the teacher unless the time limit is extended by written mutual consent by the exclusive representative, district and teacher.

ARTICLE XII HOURS OF SERVICE

Section 1. Basic Day: The basic teacher's day shall be eight hours.

Section 2. Building Hours:

Subd. 1. The specific hours at any individual building may vary according to the needs of the educational program of the school district. The specific hours for each building will be designated by the school board or its designated representative.

Subd. 2. On Fridays, teachers may leave as soon as the buses have departed. In instances where teachers are assigned to dismissal duty or there are no other options for an essential meeting (IEP or other information that must go out in a timely manner) teachers will be required to attend, until the end of basic day.

Section 3. Duty Free Lunch: Teachers shall have a minimum of 30 minutes duty free lunch each working day. Duty free lunch periods shall be scheduled during or as close as possible to student lunch periods.

Section 4. Prep Time: Preparation time includes designated time for lesson planning and preparation, classroom setup, taking down from classroom activities, organization of instructional resources, and similar classroom preparation.

A. Full-time elementary teachers shall receive a minimum of 250 minutes of prep time per week. Prep time shall be scheduled in blocks of time no less than 30 minutes in length, with a minimum of one prep time per day, unless agreed upon otherwise by the teacher and building principal. Any ~~A~~greement to deviate from 30-minute blocks of prep time must be presented to the exclusive representative prior to the schedule being enacted.

B. Full-time ROCORI Middle School teachers shall be assigned as follows:

Six Period Day:

5- Instructional Periods per day 1- Prep Period

Other duties may be substituted for Spartan Time or advisory time. If school day schedules are altered for any reason, an equivalent amount of prep time must be allowed over the course of any given week. If the district determines to alter the scheduling system used for a given year, the district and exclusive representative will agree to prep time in the new system that reflects at a minimum the same amount of time as outlined in the above schedule.

C. Full-time ROCORI High School teachers shall be assigned as follows:

Five Period Day:

4- Instructional Periods

1-Prep Period

If the district determines to alter the scheduling system used for a given year, the District and Exclusive Representative will agree to prep time in the new system.

D. All full-time traveling teachers across all educational settings shall receive a minimum of 300 minutes of prep time during the five-day week, with a minimum of 30 minutes of prep time a day.

E. Early Childhood (EC) teachers Allocation of Prep Time: Individual teachers will receive five (5) minutes of preparation time for every twenty-five (25) minutes of instructional time (as defined in the teaching assignment, subpoint A). Preparation time will be included in the daily schedule in blocks of time no less than 20 minutes in length (unless the teaching assignment ratio equates, in entirety, to less than 20 minutes of preparation time). Any Agreement to deviate from this procedure must be presented to the Exclusive representative prior to the schedule being enacted.

ARTICLE XIII **LENGTH OF THE SCHOOL YEAR**

Section 1. School Days: The superintendent will review a proposed calendar with the calendar committee for the next school year no later than May 1. The board shall adopt a calendar for the next school year no later than the second regular board meeting in May, and shall disseminate the calendar for the next year prior to the end of the current school year.

Section 2. Modifications in Calendar, Length of School Day: In the event of energy shortage, severe weather, or other exigency, the school board reserves the right to modify the school calendar, and – if school is closed on a normal duty day(s) – the teacher shall perform duties on such other day(s) as the school board shall determine.

Section 3. Conduct of School on Holidays: In accordance with Minnesota statute, teachers shall perform service on those days as determined by the school board including those legal holidays on which the board is authorized to conduct school.

ARTICLE XIV **SEVERANCE PAY**

Section 1: 403(b) Benefit Provisions

The school district and EM-ROCORI agree to begin the process of transition from the severance package outlined within this Agreement to a 403(b) matching contribution annuity plan.

All teachers who began regular employment with the ROCORI School District after July 1, 2005, no longer qualify and shall not be eligible for retirement incentive under Section 2, subdivisions 1-6 of this Article of the Master Agreement. Such teachers shall only be eligible to participate in the 403(b) annuity matching program.

Any payments made by the district into a 403(b) account will be deducted from the total severance allowed. The payments made into the 403(b) accounts by the district will be calculated at the rate of the contribution plus three percent interest per year. This calculation will determine the amount to be deducted for teachers who remain eligible for the severance benefit.

The district and exclusive representative agree that teachers who have met eligibility requirements for retirement in the 2005-2006 school year (or prior) or will meet those requirements in the 2006-2007 or

2007-2008 school years must make an irrevocable decision regarding participation in the 403(b) matching annuity program. Teachers, under this provision, may choose to be fully covered under the severance benefit provisions or may begin participation in the annuity program as outlined in the Agreement. Teachers whose eligibility for retirement from the district is met after the 2007-2008 school year must begin to participate in the matching annuity program.

It is agreed that employees falling under the 403(b) provisions will be provided a maximum district contribution of \$45,000. The district contribution to the 403(b) account will be based on the following schedule:

Probationary or Non-continuing contract status	\$0
At Eligibility-10 years of service	\$360
11-15 years of service	\$600
16-20 years of service	\$1,080
21 or more years of service	\$1,620

District contributions will be prorated based on the actual proportion of employment for each year of contribution. Any employee choosing not to contribute the matching amount forfeits the district contribution and matching benefit.

The district will make the foregoing matching contribution to only those teachers choosing to participate in an approved teacher's 403(b) annuity account offered by the district as outlined above. The district's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career district contribution as set out above. The annual limit on the amount individual teachers may contribute to their 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder.

Approved Plans: The district will make matching contributions only to annuity plans offered by vendors who participate in the district's payroll deduction program.

Election: Eligible and participating teachers must make an application for participation in the 403(b) annuity matching program by September 15 for that school year. Once an eligible teacher elects to participate in the 403(b) annuity matching program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the teacher who must notify the district and annuity carrier.

Death of a Teacher Participant: If a teacher participant dies before retirement, the teacher's 403(b) annuity account shall be given to their designated beneficiary, if any, otherwise to their estate.

Applicable Laws: The 403(b) annuity matching program of Independent School District No 750 is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code. 26 U.S.C. § 403(b).

Section 2. Severance Compensation

Subd. 1. Teachers who have completed at least ten (10) years of continuous service with the school district, who are at least 55 years of age at the effective date of retirement and are eligible to receive annuity payments from a Minnesota public pension plan, shall be eligible for severance pay upon the school board's acceptance of the teacher's resignation. The specific date of retirement will be a mutually agreeable date that coincides with an appropriate natural break in the school calendar (such as a term, quarter, trimester, semester, or vacation). Severance pay shall not be granted to any teacher who is discharged or terminated pursuant to Minnesota Statute 122A.40 by the school district.

Subd. 2. Eligible teachers, upon retirement, shall receive as severance pay an amount representing five (5) days of pay for each accumulated full-time equivalent year of service, in District 750, but not to exceed a total of fifty (50) days of pay.

Example calculation of accumulated full-time equivalent year of service:

	Teacher A	Teacher B
Fiscal Year	FTE	FTE
2005-06	1.00	0.50
2006-07	1.00	0.50
2007-08	0.67	0.50
2008-09	0.67	0.50
2009-10	0.67	0.50
2010-11	0.67	0.50
2011-12	0.67	0.50
2012-13	0.67	0.50
2013-14	0.67	0.50
2014-15	0.67	0.50
2015-16	0.67	0.50
2016-17	0.67	0.50
2017-18	0.67	0.50
2018-19	0.67	0.50
2019-20	0.67	0.50
Total	10.71	7.50
*5 days	53.55	37.50

Subd. 3. In addition to the severance pay provided in Subd. 2., a teacher shall be eligible to receive as severance pay upon retirement the amount obtained by multiplying one third (1/3) of the unused number of sick leave days, but in any event not to exceed fifty days, times the teacher's daily rate of pay.

Subd. 4. In applying these provisions, a teacher's daily rate of pay shall be the teacher's basic daily rate of pay in the school year in which the employee last worked, as provided in the basic

salary schedule for the basic school year, and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation. If a teacher is employed part time for health reasons during the last year of employment preceding retirement, the basic rate shall be determined according to the salary for the second year preceding retirement. Teachers must work, be on sick leave, or be on catastrophic leave at least 90 days within the five years preceding retirement to be eligible for severance pay.

Subd. 5. Teachers who are eligible for severance pay under Article XIV, section 2, subd. 1, shall participate in a 401(a) based Special Pay Deferred Plan and a trust based Health Care Savings Plan in accordance with plan documents. Education Minnesota-ROCORI has determined that 100% of the severance amount shall be designated to the Health Care Savings Plan. Such transactions shall be made by the ROCORI School District no later than January 2 or July 31 following the notice of and effective date of retirement.

Subd. 6. If a teacher, who has at least 10 continuous years of service in the district and is at least age 55, dies before all or any of the severance pay has been paid, the balance due shall be paid to a named beneficiary, or in the event a beneficiary is not named, then to the decedent's estate.

Subd. 7. In addition, all teachers who began regular employment with the district before July 1, 2010 and do not qualify for Medicare shall be eligible to remain in the existing group health and hospitalization insurance program, provided the employee was participating in the school district's group health insurance plan prior to retirement. The school district shall contribute the cost of single coverage and an \$800 contribution into a PRHCSP-VEBA account, or an equivalent amount may be applied toward family group coverage at the discretion of the teacher, subject to the eligibility criteria set forth in Article IX, Section 1, and Subdivision 3 of Schedule F of this Agreement between the school district and the exclusive representative. Such eligibility shall continue until the teacher becomes eligible for Medicare or Medicaid benefits.

Section 3. PRHCSP: All teachers who began regular employment with the ROCORI School District after July 1, 2010 no longer qualify and shall not be eligible for the retirement board contribution toward single health and hospitalization coverage. Such teachers shall only be eligible to participate in the Post Retirement Health Care Savings Plan (PRHCSP). Other teachers employed before July 1, 2010 may choose the PRHCSP option in place of retirement health and hospitalization coverage. Teachers choosing the PRHCSP option, which is an irrevocable choice, must notify the district of said choice by the end of the 2009-2011 contract (June 30, 2011). Any employee who fails to make a choice will automatically receive the PRHCSP contributions. Employees choosing the PRHCSP would be eligible for contributions according to the schedule. The contribution amount is not retroactive to prior years.

It is agreed that employees falling under the PRHCSP provisions will be provided a maximum district contribution of \$45,000. The district contribution to the PRHCSP account will be based on the following schedule:

Years of Service in district	District Contribution into PRHCSP
Probationary or Non-continuing contract status	\$0
At Eligibility through 5 years of completed service	\$500

Beginning 6 years through 10 years of completed service	\$1000
Beginning 11 years through 21 years of completed service	\$2000
Beginning 22 or more years of service	\$3000

Contributions by the district shall occur throughout the year and will be reflected on an employee's pay stub each pay period.

The PRHCS provision of Independent School District No. 750 is subject to the Laws of the State of Minnesota, Minnesota statutes and the Internal Revenue Code.

ARTICLE XV DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period from July 1, 202~~53~~ through June 30, 202~~73~~ and thereafter until modifications are made pursuant to the P.E.L.R.A. Changes in insurance benefits shall commence upon the date of its execution. In the event a successor agreement is not entered into prior to the commencement of school in 202~~75~~, a teacher shall be compensated according to the last individual contract executed between the teacher and the school district until such time a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 202~~75~~, it shall give written notice of such intent no later than May 1, 202~~75~~. If such notice is not served, the school district shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 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 relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement unless by mutual agreement.

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

ARTICLE XVI RETIREMENT ANNOUNCEMENT COMPENSATION

Section 1. Eligibility: Teachers who submit a letter of resignation to the Superintendent by February 1st effective at the end of the academic year, shall receive \$2,500 for providing such notice. The retirement will go to the school board for approval in February. The payment will be processed for the June 5th payroll. The letter should be addressed to the School Board and state the teacher will retire under the provisions of the Minnesota Teachers Retirement Association (TRA) before June 20th of that year.

Section 2. District Obligation: Nothing in this provision shall obligate the School Board to accept a letter of retirement with an effective date during the school year.

ARTICLE XVII **HIRING/REHIRING OF RETIRED TEACHERS**

Section 1. Licensure: Retired teachers who are hired/rehired by the school district must be appropriately licensed in the subject matter that they will be hired to teach.

Section 2. Probationary Period: The probationary period of retired teachers who are hired/rehired by the School district shall be one (1) year. During the probationary period, the teacher will have all the rights under Minnesota Statute 122A.40 that other probationary teachers have, without regard to whether they were continuing contract teachers prior to their retirement.

Section 3. Layoff and Recall: Retired teachers who are hired/rehired by the School District shall have no seniority or bumping rights.

Section 4. Compensation: Retired teachers who are hired/rehired by the school district shall be compensated as the parties may agree.

Section 5. Benefits: Retired teachers who are hired/rehired by the school district shall be provided benefits and leaves as determined by the school district. Should the school district extend leave benefits, the annual allocation does not accrue from year to year.

Section 6. Sections of the Master Agreement Not Applicable: Retired teachers who are hired/rehired by the school district shall not be eligible for the following articles of the Master Agreement:

ARTICLE VII, BASIC SCHEDULES AND RATES OF PAY,
ARTICLE VIII, EXTRA COMPENSATION,
ARTICLE IX, GROUP INSURANCE,
ARTICLE X, LEAVES OF ABSENCE,
ARTICLE XI, UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT,
ARTICLE XII, HOURS OF SERVICE,
ARTICLE XIII, LENGTH OF THE SCHOOL YEAR.

Section 7. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for retired teachers who are hired/rehired shall be as assigned by the school district and modified from time to time based upon the school district's needs.

Section 8. Retire-Rehire contracts will not be negotiated with a retirement date in the middle of the school year. They will only be negotiated with an effective date at the end of the current school year.

ARTICLE XVII PUBLICATION

Section 1. Publication of Agreement: At least three (3) executed forms of this Agreement shall be prepared at school district expense. The district will provide electronic copies of the Agreement to individual teachers as soon as practicable and a printed version upon request with the district office. All new teachers shall be provided a printed copy.

20253-20275 SALARY GUIDE FOR CERTIFICATED PERSONNEL

The Salary Guide herein indicated is adopted by the school district for the 20253-20275 school years.

The school district reserves the right to withhold increment advancements, lane changes or other salary increases for just cause.

Generally, up to eight (8) years of actual teaching experience (full-time equivalent) will be credited on the salary schedule for teachers coming into the district. However, the district reserves the right to allow for additional years of teaching experience for teachers hired in fields experiencing a shortage of qualified candidates at the Superintendent's discretion. Granting of such experience shall not be required of the district, nor shall precedent be set for future placements if additional experience is granted.

Regardless of the placement on the salary schedule, at no time will the district negotiate a rate of pay with any teacher that varies from the salary schedule nor exceeds the actual number of years taught.

For each accumulated full year of teaching service and for the fraction of a year thereof in excess of one half accumulated year, teachers will receive an increment increase.

EXAMPLE: (Effective 1997-98 School Year)				
Teacher A Employment Schedule				
(1 full year, full-time experience outside ROCORI)				
1990-91	Step 2	Employed	0.6 FTE	(Total 1.6)
1992-93	Step 3	Employed	0.6 FTE	(Total 2.2)
1993-94	Step 3	Employed	0.6 FTE	(Total 2.8)
1994-95	Step 4	Employed	0.6 FTE	(Total 3.4)
1995-96	Step 4	Employed	1.0 FTE	(Total 4.4)
1996-97	Step 5	Employed		

ARTICLE XIXVIII LANE CHANGESINCENTIVE PLAN

Section 1. Course Pre-approval: Courses to be taken shall be approved by the superintendent prior to registration. Approval shall be obtained on the forms provided for this purpose.

Section 2. Credits:

- A. Credits earned for advancement on the salary schedule shall be on a graduate level or credits required by the college for completion of an advanced degree.
- B. ~~However, the~~ The superintendent may allow undergraduate, intra district, and vocational credits toward advancement if he or she determines that it will benefit the educational program of the school district.
- C. ~~If a pre-approval for graduate credits request is made at the BS+20 or BS+40 level, and credits are not part of a Master's degree program, a committee will be called in order to determine if these courses provide an educational benefit to the school district and are germane to the teaching assignment.~~
 - A. ~~Committee membership will include the superintendent, a representative from the teacher's exclusive representation, a district administrator, and the department/grade level head of the teacher making the request. If the teacher making the request is the most senior member (based on tenure at ROCORI), it will be the department representative committee.~~
 - B. ~~A formal recommendation by the committee will be taken to determine if the course(s) being requested are germane to the teaching assignment.~~
 - a. ~~Germane to the teaching assignment includes courses that add important content knowledge or teaching methodologies specific to the teaching assignment.~~

Section 3. Timeline for Lane Changes: Advancement on the salary schedule under the incentive plan shall take place as follows:

- A. The teacher must submit a request for advancement together with an official transcript or grade report authenticating the earned credits.
- B. The school board will consider approval of advancement requests in September, ~~January~~
~~December~~ and ~~June~~
~~March~~ of each year. Approved advancement shall be effective the month following school board approval.

Section 4. Credit Degree Requirement: Two thirds of the credits earned beyond a BS degree shall be in the teacher's major teaching field and in education, one third in minor related fields. Special request may be made to the superintendent.

Section 5. District Incentive Plan: With the exception of credits identified below, no credits shall be allowed whereby the district or its affiliates are paying the employee wages or salary to be in

attendance. College credit accepted under the district incentive plan must be for college certified work which exceeds the registration fees or course fees paid by the district.

~~As part of the ROCORI School District teacher induction program, non-continuing contract teachers will have opportunity to earn credits which will also allow advancement on the salary schedule.~~

- A. Credits that are offered through the ROCORI School District, as part of its Strategic Initiatives or otherwise authorized within specific initiatives of the district, will also be recognized for advancement on the salary schedule.

Section 6. Credits for Video Courses: Generally, credits for video courses will not be approved for lane change, unless an exception is granted at the discretion of the superintendent.

Section 7. Salary Lanes Bbeyond Mmaster's Ddegree:

- A. Approval: Credits earned beyond the master's degree shall be germane to the teaching assignment as approved by the school board and shall be approved by the superintendent in advance.
- B. Application: Credits, to apply shall be at the graduate level and graduate performance from an accredited college or university. All credits earned must be subsequent to the earning of the masters degree. However the superintendent may allow undergraduate, intradistrict, or vocational credits toward advancement if they determine that it will benefit the educational program of the school district.

ARTICLE XXIX
DEPARTMENT HEADS AND TEAM LEADERS SALARIES

Schedule: Compensation by district without a current Q Comp plan.	
Base pay for 1 member departments	\$170
Base pay for 2, 3, 4 member departments	\$315
Base pay for 5, 6, 7 member departments	\$355
Base pay for 8 or more member departments	\$385

Department chairpersons in Art, Music, Family and Consumer Science (FACS), Industrial Technology, Physical Education, Business Education, and Science shall receive an additional \$30.

ARTICLE XXI
TEACHER DUTY DAYS

Section 1. Duty Days: The number of teacher duty days shall be 182 as prescribed by the district.

Section 2. New Teachers: Education Minnesota-ROCORI recognizes the need for and encourages all new teachers to participate in up to three (3) days of pre-school induction activities, as planned by the school district. These days will not be considered as "additional contract time" for purposes of compensation,

and the District shall encourage participation as a condition of employment. Further, teachers beginning employment in District 750 will also be expected to participate in on-going mentoring/induction/in-service training during the school year, for which they will receive compensation as determined elsewhere in this contract.

Section 3. Early Childhood Teachers

- A. Early Childhood (EC) Hours of Service, Duty Day, Duty Week and Duty Year: The hours of service, duty day, duty week, and duty year for EC teachers shall be as assigned by the school district and modified from time to time based upon the needs of the EC program.
- B. The hours assigned may include weekends, mornings, afternoons and evenings.
- C. EC teachers who have a full-day assignment (consisting of two or more consecutive classes which extend to a teaching assignment of six hours or more in a single day) are entitled to a paid 30 minute, duty-free lunch period.
- D. For EC teachers assigned less than 500 hours annually, the pay shall be calculated as the annual step divided by the full-time equivalency hours, and will be paid on an hourly basis.
- E. In the event an EC class is removed from the assignment after August 15 due to enrollment or other factors, the supervisor has the right to reassign duties. These include but are not limited to home visits and outreach, providing additional classroom support, substitute duties or curriculum development.

ARTICLE XXII **EXTENDED EMPLOYMENT**

Section 1. Curriculum Rate Work Beyond School Day/Year: Teachers who work beyond the school year or school day identified for ~~district identified academic summer school~~, G.E.D., homebound instruction, direction of music performances during student contact time, Driver Education, or other district-identified work responsibilities beyond the normal contract hours, shall be paid \$32.00 per hour for the 2025-2026~~2023-2024~~ school year and \$32.00 per hour for the 2026-2027~~2024-2025~~ school year.

Section 2. Subbing Rate: Teachers subbing for another teacher at district request will be paid a \$36.00 hourly rate prorated on the number of minutes subbed.

Section 3. Teaching Additional Periods: Teachers assigned an additional teaching period shall receive prorated compensation of salary and fringe benefits at their current placement on the salary schedule based on a comparable full-time teacher duty day. Less than full additional teaching assignments shall be prorated. All assignments shall be by mutual consent of the teacher and administration.

Section 4. Academic Summer School: Teachers who work during the academic summer school will receive their prorated daily rate of pay.

Section 5. Additional compensation for short term coverage of combined classes

Subd. 1. Elementary Combined Classes: If a teacher agrees to take any portion of another teachers' students, the teacher will receive additional compensation for the short term combined classes.

- A. If the teacher combine classes for less than ½ of a day, teachers will be compensated for 1 additional hour at the subbing rate as listed in Section 2.
- B. If the teacher combines classes for a ½ day or more at the direction of the building principal, teachers will be compensated for 2 hours at the subbing rate as listed in Section 2

Subd. 2. Secondary Combined Classes

- A. If a teacher agrees to combined classes, the teacher will receive additional compensation. Teachers will be compensated at 50% of the subbing rate listed in Section 2.
- B. If a teacher agrees to take on another class or combine for anything less than a full period, teachers will be compensated at 50% of the subbing rate listed in Section 2 for the minutes they had that class.

Subd. 3. Online Learning Class Sizes

- A. The maximum number of students per period for online courses will adhere to Minnesota Statute 124D.094. To determine the number of students in a period for stipend purposes, the enrollment of the two terms that compose the trimester will be averaged. If this average total number of students exceeds the statutory limit, the teacher will be paid an overload stipend of \$100 per student who is above the limit. This payment will be included in the first payroll cycle after the trimester ends.

<u>SCHEDULE A 2025-2026</u>										
	<u>BS</u>	<u>BS+10S</u>	<u>BS+20S</u>	<u>BS+40S</u>	<u>MA</u>	<u>MA+10S</u>	<u>MA+20S</u>	<u>MA+30S</u>	<u>MA+40S</u>	
		<u>BS+30Q</u>	<u>BS+30Q</u>	<u>BS+60Q</u>		<u>MA+15Q</u>	<u>MA+30Q</u>	<u>MA+45Q</u>	<u>MA+60Q</u>	
<u>2</u>	46,391	47,269	48,010	49,797	50,608	51,425	52,268	53,160	54,053	
<u>3</u>	48,129	49,073	49,851	51,709	52,594	53,427	54,288	55,209	56,129	
<u>4</u>	49,864	50,877	51,696	53,617	54,578	55,427	56,308	57,257	58,207	
<u>5</u>	51,604	52,683	53,538	55,524	56,557	57,430	58,328	59,307	60,284	
<u>6</u>	53,341	54,489	55,381	57,435	58,543	59,429	60,348	61,353	62,358	
<u>7</u>	55,078	56,294	57,222	59,344	60,527	61,432	62,369	63,403	64,436	
<u>8</u>	56,814	58,099	59,066	61,252	62,511	63,431	64,388	65,451	66,517	
<u>9</u>	58,553	59,906	60,908	63,163	64,494	65,433	66,410	67,500	68,592	
<u>10</u>	60,290	61,709	62,753	65,071	66,479	67,435	68,428	69,548	70,669	

<u>11</u>	62,027	63,513	64,600	66,982	68,462	69,435	70,449	71,597	72,745
<u>12</u>	64,416	65,902	66,988	68,888	70,443	71,436	72,468	73,644	74,824
<u>13</u>	66,805	68,291	69,375	71,278	72,832	73,825	74,856	76,035	77,211
<u>14</u>	69,205	70,691	71,776	73,666	75,221	76,214	77,245	78,423	79,599
<u>15</u>	72,247	73,733	74,819	76,066	77,620	78,614	79,645	80,824	81,999
<u>16</u>	75,290	76,776	77,861	79,109	80,663	81,656	82,688	83,865	85,042
<u>17</u>				82,151	83,705	84,699	85,730	86,908	88,083

Step 16 of the BS lanes (**bold and italicized** on the schedule) is a step eligible only to Education Minnesota—ROCORI members who have advanced to Step 16 by September 1, 2016. After September 1, 2016, no member may advance to these steps.

NATIONAL BOARD CERTIFICATION: Teachers that have attained National Board Certification and maintain that certification, will receive an additional \$2,500 each year.

CERTIFICATE OF CLINICAL COMPETENCE: Teachers that have attained CCC, and maintain that certification, will receive an additional \$750.00 each year.

CAREER INCREMENT: Teachers who have reached the maximum step and remained there for one year or more shall receive an additional \$500 each. Part time teachers that have reached this career increment, shall receive a prorated amount based off of their current FTE.

<u>SCHEDULE A 2026-2027</u>									
	<u>BS</u>	<u>BS+10S</u> <u>BS+30Q</u>	<u>BS+20S</u> <u>BS+30Q</u>	<u>BS+40S</u> <u>BS+60Q</u>	<u>MA</u>	<u>MA+10S</u> <u>MA+15Q</u>	<u>MA+20S</u> <u>MA+30Q</u>	<u>MA+30S</u> <u>MA+45Q</u>	<u>MA+40S</u> <u>MA+60Q</u>
4	50,164	51,177	51,996	53,917	54,878	55,727	56,608	57,557	58,507
5	51,904	52,983	53,838	55,824	56,857	57,730	58,628	59,607	60,584
6	53,641	54,789	55,681	57,735	58,843	59,729	60,648	61,653	62,658
7	55,378	56,594	57,522	59,644	60,827	61,732	62,669	63,703	64,736
8	57,114	58,399	59,366	61,552	62,811	63,731	64,688	65,751	66,817
9	58,853	60,206	61,208	63,463	64,794	65,733	66,710	67,800	68,892
10	60,590	62,009	63,053	65,371	66,778	67,735	68,728	69,848	70,969
11	62,327	63,813	64,890	67,282	68,762	69,735	70,749	71,897	73,045
12	64,716	66,202	67,288	69,188	70,743	71,736	72,768	73,944	75,124
13	67,105	68,591	69,675	71,578	73,132	74,125	75,156	76,335	77,511

14	69,505	70,991	72,076	73,966	75,521	76,514	77,545	78,723	79,899
15	72,547	74,033	75,119	76,366	77,920	78,914	79,945	81,124	82,299
16	75,590	77,076	78,161	79,409	80,963	81,956	82,988	84,165	85,342
17				82,151	83,705	84,699	85,730	86,908	88,083
18				83,651	85,205	86,199	87,230	88,408	89,583

Step 16 of the BS lanes (bold and italicized on the schedule) is a step eligible only to Education Minnesota—ROCORI members who have advanced to Step 16 by September 1, 2016. After September 1, 2016, no member may advance to these steps.

NATIONAL BOARD CERTIFICATION: Teachers that have attained National Board Certification and maintain that certification, will receive an additional \$2,500 each year.

CERTIFICATE OF CLINICAL COMPETENCE: Teachers that have attained CCC, and maintain that certification, will receive an additional \$750.00 each year.

CAREER INCREMENT: Teachers who have reached the maximum step and remained there for one year or more shall receive an additional \$500 each. Part time teachers that have reached this career increment, shall receive a prorated amount based off of their current FTE.

ATHLETIC SCHEDULE C Group 1 and 2 2025-20262023-2024									
		1	1	1	2	2	2	1 and 2	1 and 2
BASE 55,078	Head	Assist	9 th	Head	Assist	9 th	Middle	ELEM	
	13%	8.5%	7.5%	11%	7%	6%	4.75%	3%	
	7,160	4,682	4,131	6,059	3,855	3,305	2,616	1,652	

***Base rate of pay is BS Step 7 in Schedule A**

Group 1: Football, Volleyball, Soccer, Wrestling, Hockey, Dance, Basketball

Group 2: Tennis, Cross Country, Swimming, Ski, Track, Softball, Baseball, Golf, Lacrosse, HS Speech

ATHLETIC SCHEDULE C Group 3 2025-20263-2024				
BASE 55,078	Head	Assist	Middle	Elem
	7.5%	5.75%	4.75%	3%
	4,131	3,167	2,616	1,652

***Base rate of pay is BS Step 7 in Schedule A**

ATHLETIC SCHEDULE C Group 1 and 2 2026-20272024-2025

		1	1	1	2	2	2	1 and 2	1 and 2
BASE 55,378	Head	Assist	9 th	Head	Assist	9 th	Middle	Elem	
	13%	8.5%	7.5%	11%	7%	6%	4.75%	3%	
	7,199	4,707	4,153	6,092	3,876	3,323	2,630	1,661	

***Base rate of pay is BS Step 7 in Schedule A**

Group 1: Football, Volleyball, Soccer, Wrestling, Hockey, Dance, Basketball

Group 2: Tennis, Cross Country, Swimming, Ski, Track, Softball, Baseball, Golf, Lacrosse, HS Speech

ATHLETIC SCHEDULE C Group 3 2026-2027 2024					
BASE 55,378	Head	Assist	Middle	Elem	
	7.5%	5.75%	4.75%	3%	
	4,153	3,184	2,630	1,661	

***Base rate of pay is BS Step 7 in Schedule A**

SCHEDULE D Non-Athletic

GROUP 1	GROUP 2	GROUP 3	GROUP 4	GROUP 5
Creative Writing	Assistant Winterguard	School Store	Three Act Play Director	FFA
Curricular Music-Band	Destination Imagination	Concession	Marching Band Drumline	Marching Band
Curricular Music-Choir	Diversity Club	Debate	Pep Band	RHS Student Senate
Curriculum Drama	Drama Club	Marching Band Assistant	RHS School Paper	Senior Musical Director
Elem Math Masters	Elem Knowledge Bowl	Math Team	RMS Speech	RHS Yearbook
Elem Student Senate	Elem Yearbook	National Honor Society	RHS Robotics	
RMS Math Masters	Environmentalist Club	One Act Play		
Special Olympics (Season)	Future Educators Club	Pit Band Director		
Variety Show Advisor	International Club	RHS Knowledge Bowl		
	NAHS	RHS Yearbook Assistant		
	Prom Advisor	Senior Assist Musical Director		

	RMS Art Club	Speech Assistant		
	Supermileage Club	RHS Strength Training (Seasonal)		
	RMS FACS Club	Technical Music Director		
	RMS Knowledge Bowl	Winter Drumline		
	RMS Paper	Winterguard		
	RMS Robotics	FFA Assistant		
	RMS Strength Training (Seasonal)			
	RMS Student Senate			
	RMS Yearbook			

SCHEDULE D Group I-V 2025-2026

NON-ATHLETIC	I	II	III	IV	V
BASE	2%	3%	5%	7%	9%
55,078	1,102	1,652	2,754	3,855	4,957

***Base rate of pay is BS Step 7 in Schedule A**

SCHEDULE D Group I-V 2026-2027

NON-ATHLETIC	I	II	III	IV	V
BASE	2%	3%	5%	7%	9%
55,378	1,108	1,661	2,769	3,876	4,984

***Base rate of pay is BS Step 7 in Schedule A**

Section 1. ROCORI Employee Extracurricular Increment: All coaches/advisors who are working in board-approved regular assignments are eligible for ROCORI employee extracurricular incentive increment payments.

After ten years of service as a coach or advisor in the ROCORI District, while maintaining a board-approved regular assignment, a coach/advisor would receive an additional incentive increment of:

Athletics		Non-Athletics	
Head Coach	\$350.00	Group IV and V	\$150.00
Assistant Coach	\$225.00	Group I, II, III	\$100.00
7th-9th Grades	\$175.00		
Elementary	\$125.00		

Section 2. Added Extracurricular Positions: The exclusive representative negotiators, board negotiators, superintendent of schools, and the ~~Director of Activities~~ will meet on all board-approved additional extracurricular positions and determine placement on the ~~Salary Schedule~~ prior to the new positions being instated.

Section 3. Family Activities Passes: All staff coaches and advisors are eligible to receive a free family activity pass.

SCHEDULE E TRAVEL ALLOWANCE

Section 1. Authorized Travel: Authorized travel approved by the superintendent shall be by school owned vehicle or private automobile. Authorized travel by private automobile shall be reimbursed at the current IRS mileage allowance. Changes in the rate shall be effective at the time of the IRS authorization of allowance adjustments.

SCHEDULE F GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the school district as provided by law with input from the district insurance committee.

Section 2. Health and Hospitalization Insurance: The school district shall contribute monthly toward the premium of the teachers who make application for and are eligible for membership in the district group insurance program as follows:

The district will contribute a full premium allowance toward the 4250 HSA compatible plan or a comparable plan agreed upon by the district and exclusive representative for the cost of single coverage.*

The district will contribute that same dollar amount toward the non-HSA compatible plans with the employee responsible for the premium difference.

-For the non-single tier options, the district will contribute 85% of the respective monthly premium of the HSA compatible plan. *

*Premiums are based on the 4250 HSA plan or a comparable plan agreed upon by the district and exclusive representative.

Any additional cost of the premium shall be paid for by the employee through payroll deduction.

Employees choosing a high-deductible plan will receive the following monthly district contribution into a health care savings account:

District Monthly VEBA/HSA Contribution	2025-2026	2026-2027
Single Coverage	\$180.00	\$180.00
Family Coverage	\$300.00	\$300.00

Employee plus Spouse	\$300.00	\$300.00
Employee plus Child (ren)	\$300.00	\$300.00

In the event that spouses husband and wife from the same family are employed, they shall be eligible for the district contribution for one family plan or two single plans. If a high-deductible family plan is chosen when both spouses husband and wife are employed, the district will contribute an additional \$800 annually to the health care savings account.

An employee choosing a non-single tier option may choose to extend the health savings account contribution to \$500 monthly. This extension is accomplished by reducing the district premium contribution by an equal amount. At no time will the total district contribution exceed the amount of the premium and the base health savings account contribution.

Subd. 1. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Subd. 2. Duration of Insurance Contribution: A teacher is eligible for school district contribution as provided in this Article as long as the teacher is employed by the school district. Upon termination of employment all district contribution shall cease. Employees on board approved unpaid leaves of absences will not be eligible for school district contribution for health and hospitalization insurance.

Subd. 3. Eligibility: Benefits provided in this Article are designed for full-time personnel as described in Article III. Less than full-time personnel benefits shall be on a prorated basis. Eligibility is subject to any limitations as defined by statutory guidelines.

Subd. 4. Alternate Plan: The provisions of this section may also apply for teachers who wish to participate in and are eligible for an HMO or other alternate health and hospitalization insurance plan. The selection of the insurance carrier and policy shall be made by the school district. In no case shall more than one additional health and hospitalization plan be implemented.

Section 3. Dental Insurance: Dental insurance is available for 100% employee contribution. Dental insurance will discontinue when the employee resigns or retires. There will be an option for the employee to elect COBRA if they choose to continue dental insurance.

Section 43. Long Term Disability: The school district shall provide each employee with long term disability insurance. The school district shall select the insurance plan and the carrier.

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

For The EDUCATION MINNESOTA-ROCORI

For Independent School District No. 750

PRESIDENT

CHAIR

SECRETARY

CLERK

HEAD NEGOTIATOR

SUPERINTENDENT OF SCHOOLS

Dated this _____ day of _____, 20_____

Dated this _____ day of _____, 20_____

BETWEEN THE
EDUCATION MINNESOTA ROCORI
AND
INDEPENDENT SCHOOL DISTRICT #750
REGARDING THIRD PARTY OR PUBLIC ENTITY OUTSOURCING

This Memorandum of Agreement (“MOA”) is entered into by and between Education Minnesota ROCORI (“Union”) and Independent School District 750 (“District”).

WHEREAS, the Union and the District are parties to a Master aAgreement, for the period of **July 1, 2025 through June 30, 2026**, which governs the general terms and conditions of employment for teachers; and

WHEREAS, Education Minnesota ROCORI is the exclusive representative for the teachers employed by Independent School District Number 750, ROCORI Public School District (District), and

WHEREAS, the District posts open teacher positions and actively works to hire teachers to fill open positions, but has been unable to hire qualified teachers for all open position, which has resulted in understaffing;

WHEREAS, the Union and the District recognize that there is a shortage of qualified teachers and that the District needs to have flexibility to place qualified individuals in teaching roles to best serve the District’s students and to meet its obligations under state and federal law; and

WHEREAS, the District and the Union have discussed the District's need to contract with a third-party private or public entity ("outside agency") to obtain the services of qualified employees for open teacher positions and are entering into this MOA to ensure that no misunderstandings arise.

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

1. **Right to Contract.** The parties agree that the District may contract with outside agencies to obtain the services of qualified employees ("agency employees") **for a Speech Language Pathologist teacher position for the 2025-2026 school year** if the District has advertised for an open teacher position for a minimum of 7 days and no qualified and acceptable candidates have applied for and accepted the position.
2. **Employment Status.** For all purposes and at all times, all agency employees who are assigned to the District by an outside agency will be considered to be an employee of the outside agency and not an employee of the District. As a result, the District will not pay the agency employee directly; the CBA between the Union and the District will not apply to the agency employee; the agency employee will not be a "public employee" or a member of the bargaining unit; and the agency employee will not acquire any seniority rights, continuing contract rights, or other employment rights in the District.

No Precedent or Past Practice. Nothing in this MOA shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement between the District and the Union. No party may submit this MOA in any proceeding as evidence of a precedent or practice, other than for the enforcement of this Agreement.

Exclusive Representative Rights. The Exclusive Representative does not waive and expressly reserves its right to challenge any and all School District assignments of bargaining unit work under any future circumstances that the Exclusive Representative alleges to violate the Agreement or any applicable law. Nothing in this MOU may be deemed to establish an interpretation of the Agreement, a precedent, or a practice or to alter any established interpretation, precedent, or practice arising out of or relating to the Agreement.

Entire Agreement. This MOA constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Master agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

By signing below, each party acknowledges that it understands and voluntarily agrees to be legally bound by all terms of the MOA.

Independent School District 750

Education Minnesota ROCORI

Chairperson

President

Clerk

Secretary

Dated this ____ day of _____, 2026.

Dated this ____ day of _____, 2026.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
EDUCATION MINNESOTA ROCORI
AND
INDEPENDENT SCHOOL DISTRICT #750
REGARDING EARLY CHILDHOOD TEACHERS AND 403B**

This Memorandum of Agreement (“MOA”) is entered into by and between Education Minnesota ROCORI (“Union”) and Independent School District 750 (“District”).

WHEREAS, the Union and the District are parties to a Master Agreement, for the period of **July 1, 2025 through June 30, 2027**, which governs the general terms and conditions of employment for teachers; and

THEREFORE, the parties agree to the following:

WHEREAS, Early Childhood teachers hired before July 1, 2005 shall not be eligible for retirement incentives under Article XIV, Section 2, subdivisions 1 through 7, but shall be eligible to participate in the 403(b) annuity matching program at twice the annual matching contribution.

No Precedent or Past Practice. Nothing in this MOA shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement between the District and the Union. No party may submit this MOA in any proceeding as evidence of a precedent or practice, other than for the enforcement of this Agreement.

Entire Agreement. This MOA constitutes the entire Agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Master agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

The terms of the MOU will govern the school years of 2025-2026 and 2026-2027.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

By signing below, each party acknowledges that it understands and voluntarily agrees to be legally bound by all terms of the MOA.

Chairperson

President

Clerk

Secretary

Dated this ____ day of _____, 2026.

Dated this ____ day of _____, 2026

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
EDUCATION MINNESOTA ROCORI
AND
INDEPENDENT SCHOOL DISTRICT #750
REGARDING EXTENDED YEAR CONTRACT FOR TEACHING POSITIONS**

This Memorandum of Agreement ("MOA") is entered into by and between Education Minnesota ROCORI ("Union") and Independent School District 750 ("District").

WHEREAS, the Union and the District are parties to a Master aAgreement, for the period of **July 1, 2025 through June 30, 2026**, which governs the general terms and conditions of employment for teachers; and

WHEREAS, Education Minnesota ROCORI is the exclusive representative for the teachers employed by Independent School District Number 750, ROCORI Public School District (District), and

WHEREAS, identified teaching positions receive additional days to complete their duties;

NOW, THEREFORE, the parties agree to the following, for the **2025-2026** contract year:

1. Elementary Dean 15 days
2. Instructional Coaches 10 days
- ~~3. Agriculture teacher 20 days~~
4. School District Nurse 10 days
5. Middle School Counselor 8 days
6. High School Counselor 10 days
7. EL Coordinator 8 days
8. Social Studies-Assistant Activities Director 15 days

Teachers will be compensated at their daily rate of pay for each additional duty day.

No Precedent or Past Practice. Nothing in this MOA shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement between the District and the Union. No party may submit this MOA in any proceeding as evidence of a precedent or practice, other than for the enforcement of this AAgreement.

Entire Agreement. This MOA constitutes the entire Agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Master aAgreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

By signing below, each party acknowledges that it understands and voluntarily agrees to be legally bound by all terms of the MOA.

Independent School District 750

Chairperson

Clerk

Dated this ____ day of _____, 2026.

Education Minnesota ROCORI

President

Secretary

Dated this ____ day of _____, 2026.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
EDUCATION MINNESOTA ROCORI
AND
INDEPENDENT SCHOOL DISTRICT #750
REGARDING E-LEARNING DAYS**

This Memorandum of Agreement (“MOA”) is entered into by and between Education Minnesota-ROCORI (“Union”) and Independent School District No. 750, (“District”).

WHEREAS, the Union and the District are parties to a Master aAgreement, for the period of July 1, 2025 through June 30, 2026, which governs the general terms and conditions of employment for teachers; and

WHEREAS, Education Minnesota ROCORI is the exclusive representative for the teachers employed by Independent School District Number 750, ROCORI Public School District (District), and

WHEREAS, as part of the negotiation process, the committee designated and the School Board approved, five (5) e-learning days for the 2025-2026 school year to provide online instruction due to inclement weather,

WHEREAS, the terms and conditions of an e-learning day are designed in the e-learning plan. The plan can change by mutual Agreement of both parties.

No Precedent or Past Practice. Nothing in this MOA shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master aAgreement between the District and the Union. No party may submit this MOA in any proceeding as evidence of a precedent or practice, other than for the enforcement of this Agreement.

Entire Agreement. This MOA constitutes the entire Agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Master aAgreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

By signing below, each party acknowledges that it understands and voluntarily agrees to be legally bound by all terms of the MOA.

For EDUCATION MINNESOTA - ROCORI

For Ind. School District No. 750

President

Chair

Lead Negotiator

Lead Board Negotiator

Dated this ____ day of _____, 2026

Dated this ____ day of _____, 2026