

TEACHERS
MASTER CONTRACT

BOARD OF EDUCATION

and

EDUCATION MOORHEAD



Independent School District #152
Moorhead, Minnesota

2019- 2021

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SECTION I: GENERAL AGREEMENTS

PREAMBLE

Section 1. Statement

This Master Contract, including articles and appendices, is effective the 1st day of July 2019 by and between Education Moorhead (now designated as the Exclusive Representative of teachers employed by Independent District #152 of Moorhead, Minnesota) and the School Board of said District, and its successor Boards, for the duration of this Contract, which expires June 30, 2021.

Section 2. Witnesses

WHEREAS, the School Board and the Exclusive Representative recognize that providing a quality education for the students of the District is their mutual aim, and that professional employees possess knowledge, expertise, and dedication which are helpful and necessary to the operation and quality of public services and which may assist the School Board in developing their policies, and

WHEREAS, the members of the teaching profession possess expertise in policy formation and program development to improve educational standards, and

WHEREAS, the School Board has a statutory obligation, pursuant to the Public Employment Labor Relations Act of 1971 (PELRA), as amended, to bargain with the Exclusive Representative of its teaching personnel with respect to terms and conditions of teacher employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Contract,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 RECOGNITION

Section 1. Statement

The School Board hereby recognizes Education Moorhead as the sole and Exclusive Representative for all licensed personnel in the bargaining unit as defined in the PELRA.

Section 2. Statement

The School Board agrees not to negotiate with or recognize any teachers' organization other than the Exclusive Representative initially recognized during the period this Contract is in force unless the initial Exclusive Representative is decertified, loses its status or another teacher organization is certified pursuant to the PELRA of 1971, as amended.

ARTICLE 2 DEFINITIONS

- Section 1. Statement
It is agreed that the following terms shall have the assigned meanings for the purpose of this Contract:
- Section 2. School Board
Means the "public employer" or "employer," the "School Board," "District," or the District's authorized representatives.
- Section 3. Employee Organization
Refers to any union or organization of teachers, which has as its purpose, in whole or in part, to deal with the School Board concerning grievances and terms and conditions of employment.
- Section 4. Terms and Conditions of Employment
The "terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits (except retirement contributions or benefits), and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of the District. "Terms and conditions of employment" is subject to provisions of PELRA.
- Section 5. PELRA
The Public Employment Labor Relations Act of 1971, including all applicable amendments, revisions and additions made after 1971.
- Section 6. Teacher
The term "teacher" shall mean any person employed by the District in a position for which a license is required by the School Board of Teaching or the State Board of Education or in a position of physical therapist or occupational therapist, except superintendent, assistant superintendent, principal and assistant principal who devote fifty percent (50%) or more of their time to administrative or supervisory duties, supervisors, directors, confidential employees, a daily substitute teacher who does not replace the same teacher for more than thirty (30) working days, and such other employees excluded by law, as defined under MN Statute 179A.03, Subd. 14.
- Section 7. District
Means Independent School District #152, Moorhead, Minnesota.
- Section 8. Exclusive Representative
Means the Education Moorhead (EM), as certified pursuant to the PELRA.
- Section 9. Meet and Confer
Means an exchange of views and concerns between the School Board and the Exclusive

Representative concerning educational policies.

- Section 10. Meet and Negotiate
Means the performance of the mutual obligations of the School Board and the Exclusive Representative to meet at reasonable times, including, when possible, meeting in advance of the budget-making process, with the good faith of entering into an agreement with respect to terms and conditions of employment; provided, that by such obligation neither party is compelled to agree to a proposal or required to make a concession.
- Section 11. Contract Grievance
Means a dispute or disagreement relating to the interpretation or application of any term or terms of this Contract, employing all steps set forth in this Contract, including arbitration if requested by the Exclusive Representative.
- Section 12. Grievance
Means a dispute or disagreement unrelated to this Contract, employing all steps included in the grievance procedure provided in Article 10.
- Section 13. Policy Review Committee
Means a committee established by the School Board to meet and confer on matters of educational policy. It is intended that this Committee meet at least four (4) times each year.
- Section 14. Exhibit
Means a reference in this Agreement that is not a part of the Agreement.

ARTICLE 3 SUCCESSOR NEGOTIATIONS

- Section 1. Statement
It is further agreed that the scope of this Contract sets forth limits as well as enabling measures, but is governed by other limitations provided by Minnesota law and that if any part of this Agreement is contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- Section 2. This Contract shall include all teachers as defined in this Contract.
- Section 3. This Contract shall be binding upon both parties, including successor School Boards, the Exclusive Representative and all teachers for the duration of the Contract, and shall not be subject to expansion, revision, or deletion unilaterally. Any amendment shall be subject to ratification by the School Board and Exclusive Representative in the same manner as required by the law for adoption of this original Contract provided that the

bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

Section 4. Negotiations

When the Exclusive Representative desires to meet and negotiate a new contract, written notice shall be given to the School Board and the State Director of Mediation, and a mutually acceptable date to begin negotiations shall be suggested not more than 150 days preceding the expiration of this Contract. In the notice to the School Board, the Exclusive Representative will certify the teachers' negotiator(s), not to exceed six (6), who are designated by the Exclusive Representative as the Teachers' Negotiating Team.

ARTICLE 4 EMPLOYEES' RIGHTS AND OBLIGATIONS

Section 1. Statement

All rights and obligations as set forth in the PELRA of 1971, as amended, are hereby recognized by the School Board and the Exclusive Representative.

Section 2. Official Business

Duly authorized representatives of the Exclusive Representative, and their respective affiliates, shall be permitted to transact official business of the Exclusive Representative on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section 3. Facilities & Equipment

The Exclusive Representative shall have the right to use school facilities and equipment, which includes electronic resources, at reasonable times, when such equipment is not otherwise in use. The Exclusive Representative shall pay for the reasonable cost of all materials and supplies incidental to such use.

Section 4. Available Information

The School Board agrees to furnish to the Exclusive Representative, in response to reasonable requests, available information which the School Board normally prepares concerning the financial resources of the District, such as: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and other prepared information as will assist the Exclusive Representative in developing intelligent, accurate information which may be necessary for the Exclusive Representative to process any Contract grievance.

Section 5. Exclusive Representative

Pursuant to the PELRA, the School Board hereby agrees that every employee of the School Board shall have the right freely to organize, join and support the Exclusive Representative for the purpose of engaging in negotiation and other concerted activities

for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Minnesota, the School Board undertakes and agrees that it will not discriminate against any teacher with respect to terms or conditions of employment by reason of membership in the Exclusive Representative, participation in any activities of the Exclusive Representative or negotiations with the School Board, or initiation of a contract grievance, complaint or proceeding under this Contract, or otherwise with respect to any terms or conditions of employment.

Section 6. Teacher Rights

The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Subd. 1. Right to Views

Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or employee's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as such expression is not designed to and does not interfere with full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 7. Politics

The teacher shall not use institutional privileges or facilities to promote political candidates, or to further partisan political activities.

Section 8. Board Meetings

When the Exclusive Representative desires to be placed on the School Board meeting agenda, the matter shall be submitted to the Superintendent in accordance with the normal preparation time schedule. Provided such matters cannot be made available prior to preparing the agenda, or the Superintendent deems the items inappropriate for the agenda, the matter may be brought to the School Board by the Exclusive Representative under the topic "Opportunity for Citizens to Speak." A copy of the agenda, minutes, supporting papers, and other information which is intended for general distribution and sent to the School Board, will also be sent to the Exclusive Representative (Education Moorhead President) at the same time as Board members are sent their materials.

Section 9. Dues Check-off

The Exclusive Representative shall be allowed dues check off for its members, provided that dues check-off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check-off pursuant to PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in seven (7) equal installments beginning with the first pay period in October.

ARTICLE 5

EMPLOYER'S RIGHTS AND OBLIGATIONS

Section 1. Statement

All rights and obligations as set forth in the PELRA of 1971, as amended, are hereby recognized by the Exclusive Representative and the School Board, and compliance by both parties is pledged together with all laws affecting the parties.

Section 2. Posting of Vacancies

When a teaching vacancy exists during the school year, the Director of Human Resources shall post a list of all such vacancies on the school district web site/extranet.

It shall be the policy of the District to encourage staff members to further advance within the system, but this does not preclude the consideration of applicants from outside the District. When a vacancy does occur, it will be posted within a reasonable time period, and shall remain posted for at least five (5) working days before being filled. Such a notice shall be sent to the President of Education Moorhead. During the months June, July and August, the posting of vacancies will be done at the Office of the Director of Human Resources and at buildings where school is in session. Immediately upon posting such notice, the District shall give written notification to the President of Education Moorhead.

Section 3. Rights

While School Board rights are mentioned in this Agreement, this should not be construed to limit other rights of the School Board provided by law or inherent to management.

Section 4. Job Descriptions

The School Board reserves the right to classify and set job specifications for positions in the District, to assist in delineating boundaries of responsibility, and determining who will be classified as "teachers."

Section 5. Negotiations

The School Board shall not be required to meet and negotiate on matters of inherent managerial policy, which includes but is 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, direction and number of personnel.

Section 6. School Year

The normal school year for K-12 shall consist of 177 teaching contact days plus six (6) workshop days. These days shall be within the dates specified by the approved school calendar and shall commence no earlier than August 15, and terminate no later than June 15, with any changes outside these dates being mutually agreed upon by the School Board and the Exclusive Representative. Alternative programs (e.g., Red River Area Learning Center, Early Intervention Services, and others to be identified by mutual

consent of the District and Education Moorhead) may be scheduled throughout the calendar year. Newly hired teachers will work an additional three (3) days for the purpose of induction and/or professional development and will be compensated at the curriculum study rate of pay established in Appendix B.

Effective with the 2008-2009 school year the school year for Early Intervention Services only shall be based upon a July 1 through June 30 calendar year. The 2007-2008 school year shall be a transitional year, where 183 days shall be scheduled for completion by June 30, 2008 for the EIS teachers only.

Section 7. A uniform school day shall be applied throughout the district. A full-time teacher's day will consist of seven (7) hours and fifteen (15) minutes plus a half-hour non-paid duty-free lunch.

Section 8. Seven-Period Day

If the School Board determines that a seven-period day for teachers shall be followed at the District's secondary level:

- A. Period length shall be determined by the District.
- B. Secondary teachers shall be provided an uninterrupted preparation period of one (1) period per day. This preparation period shall be scheduled within the student contact day. This provision is subject to modification for alternative learning programs and overload situations.
- C. It is intended that a secondary level teacher's assignment would normally involve five (5) structured classroom teaching periods, one (1) preparation period, and one (1) period of assigned time. Assigned time is defined as those assignments that do not involve structured classroom teaching but may involve teachers in curriculum development, program evaluation, student supervision, working with students on an informal and/or irregular basis, working with selected students as an advisor on an ongoing basis, and/or voluntarily supervising student activity or providing an enrichment activity for students.
- D. A teacher who agrees to teach a sixth class in place of the assigned period described in C above shall be compensated at the rate of 1/7th of the teacher's base salary. If the sixth class is for a portion of the sixth period, or for only a portion of the school year, this extra stipend will be appropriately prorated. This paragraph shall also apply to teachers of 7th and 8th grades who agree to teach a sixth class.

Section 9. Alternative Scheduling

If the School Board determines that an alternative to the 1996-97 daily schedule is to be implemented at the secondary level, the following conditions will apply:

- A. Each period shall be a length to be determined by the School Board after they have received input from the appropriate staff.

- B. Secondary teachers shall be provided an uninterrupted preparation period of at least five (5) minutes for every twenty-five (25) minutes of instruction. The preparation period shall be scheduled during the student contact day.
- C. The length of the workday will not be increased from the 1996-97 school-year levels for the life of this Agreement.
- D. At the secondary level, if a study hall vacancy occurs after full-time staff have been assigned for the semester, that study hall will be offered to any part-time staff member who is contracted for half-time or more during the semester or alternative period in which the vacancy occurs.

Secondary teachers teaching half-time or more will have the opportunity to accept or reject a study hall or study halls to complete a full-time assignment, prior to the assignment being given to an individual at a negotiated rate of pay other than the bargaining unit rate. If the study hall is offered to an individual who is on a teacher contract for any part of the day, that person will be paid at the bargaining unit rate regardless of his/her percentage of full-time equivalency.

Section 10. Elementary Preparation Time

Preparation time at the K-6 level will be (5) minutes for every twenty-five (25) minutes of instruction. For classroom teachers, this may include time when students are receiving art, music, physical education, keyboarding, languages, and other instructional programs on a daily or periodic basis. Other teaching staff are provided preparation time by reduced contact time. The preparation time shall occur during the student contact day. Preparation time shall occur in no more than two (2) uninterrupted blocks of time during the student contact day.

Section 11. Emergencies

When emergencies require the closing of elementary, middle, or high schools, and the safety of teachers and students is a deciding factor, neither students nor teachers are required to be present. When weather or other emergencies result in a late start, teachers shall report to work maximum of two(2) hours after their scheduled start time. As long as school is still in session long enough to meet state requirements for an instructional day, teachers will not be expected to make up time from a late start. Weather related travel emergencies are limited to one day of paid time off, which can be used in one half-day increments. When selected schools are closed due to emergencies, selected teachers may be required to be in attendance until all students are dismissed and it is determined they have been transported to their destination, or as long as students are in the building.

**ARTICLE 6
MAINTENANCE OF STANDARDS**

Section 1. Statement
This Contract shall not be interpreted or applied to grant or deprive teachers or the School Board of professional advantages heretofore enjoyed unless expressly stated herein.

**ARTICLE 7
MASTER CONTRACT EXECUTION**

Section 1. Execution
There shall be three (3) signed copies of the final Master Contract for the purposes of record. One (1) shall be retained by the School Board, one (1) by the Exclusive Representative, and one (1) by the Superintendent.

**ARTICLE 8
PUBLICATION OF THE AGREEMENT**

Section 1. Publication
Copies of this Contract ("Teachers' Master Contract") including personnel policies made a part of this Agreement, appendices, and the school calendar, shall be provided at the expense of the School Board and distributed at the Fall Workshop or within thirty (30) days after the Contract is signed, to contracted teachers covered by this Agreement.

**ARTICLE 9
CONFORMITY TO LAW**

Section 1. Statement
If any provision of this Contract, or any application of the Contract, to any employee or group of employees, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

This Contract shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2021. If a new and substitute Contract has not been duly entered into prior to June 30, 2021 the terms of this Contract shall continue in full force and effect until such a substitute contract is adopted.

SECTION II: POLICY AGREEMENTS

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1. Expanded Definition

A dispute or disagreement unrelated to this Contract, which arises and for which a claim is made by the teacher that there has been a violation, misinterpretation, or misapplication of the terms of the District personnel policies or employment contracts (other than contract grievances), and any violation of state or federal law, or any unfair or arbitrary administrative decision, shall be a grievance. The grievance shall be resolved according to this Article.

Section 2. Time Limits

All time limits herein shall consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term, or as soon as possible thereafter. Such time limitations may be extended only by mutual consent. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

Section 3. Teacher Representation

The School Board shall recognize a Teachers' Grievance Committee of five (5) members to be selected by the Exclusive Representative. It is the responsibility of the Exclusive Representative to inform the School Board who will comprise the committee by October 15 of each year.

Section 4. Procedure

The parties acknowledge that it is usually most desirable for an employee and his/her supervisor to resolve problems through free and informal communication. However, should such informal processes fail to satisfy the teacher, then a grievance may be processed as follows:

Step 1 - If the complaint is not resolved in the initial meeting between the grievant and his/her supervisor, the grievant or the Teachers' Grievance Committee must present the grievance in writing within five (5) days to the principal, and the aggrieved teacher shall be present for the meeting. The principal must provide the aggrieved teacher and the Teachers' Grievance Committee with a written answer on the grievance within five (5) days.

Step 2 - If the grievance is not resolved in Step 1, then the Teachers' Grievance Committee shall refer the grievance to the Superintendent, or his/her designated representative, within five (5) days of the receipt of the supervisor's written decision. The Superintendent, or his/her designated representative, shall arrange for a meeting with the Teachers' Grievance Committee to take place within five (5) days of the receipt of the appeal. Each party shall have the right to include in its representation appropriate

witnesses and counselors to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days in which to provide her/his decision to the Teachers' Grievance Committee.

Step 3 - If the grievance is not resolved in Step 1 or Step 2, then the Teachers' Grievance Committee shall refer the grievance to the School Board within five (5) days. The School Board shall arrange for a meeting between the Teachers' Grievance Committee and the School Board to take place within ten (10) days of its receipt of the appeal, or at the next scheduled Board meeting. Each party shall have the right to include in its representation appropriate witnesses and counselors to develop facts pertinent to the grievance. Upon conclusion of the hearing, the School Board will have five (5) days in which to provide its written decision to the Teachers' Grievance Committee.

At the option of the School Board, two (2) or more School Board members, less than a quorum, may be designated by the School Board to hear the appeal when it reaches the School Board level. Following the hearing, said Board member(s) shall report findings and recommendations to the School Board. The School Board shall then render its decision. Following Step 3, this Grievance Procedure then terminates.

- Section 5. The School Board acknowledges the right of the Teachers' Grievance Committee representatives to participate in the processing of a grievance at any level.
- Section 6. By mutual agreement, Step 1 and/or Step 2 of the Grievance Procedure may be bypassed and the grievance brought directly to the next step.
- Section 7. No reprisals of any kind will be taken by the School Board of Education or the school administration against any teacher because of his/her participation in this Grievance Procedure.
- Section 8. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant(s).

ARTICLE 11 CONTRACT GRIEVANCE

- Section 1. Definition
A dispute or disagreement as to interpretation or application of any term or terms of this Contract, but can be initiated only by the Exclusive Representative.
- Section 2. Time Limits
All time limits herein shall consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term, or as soon as possible thereafter. Such time limitations may be extended only by mutual consent. The number of days indicated at each level should be considered a maximum, and every effort should be

made to expedite the process.

Section 3. Procedure

The parties acknowledge that it is usually most desirable for the Exclusive Representative and the appropriate representative of the Board to resolve problems through free informal communication.

Step 1 - The Exclusive Representative will attempt to resolve the complaint through informal discussion with the appropriate school district representative.

Step 2 - If the complaint is not resolved in the initial meeting between the appropriate management department and the Exclusive Representative, and no more than thirty (30) days have elapsed since the occurrence prompting the complaint, then the Exclusive Representative must present the grievance in writing within five (5) days to the Superintendent of schools and/or the Superintendent representative who will arrange a meeting in ten (10) days. The Exclusive Representative, the appropriate management department official and the Superintendent, or his/her designated representative, will be present for the meeting.

The Superintendent, and designee, must provide the Exclusive Representative with a written answer on the grievance within ten (10) days. Provided the aggrieving and aggrieved agree, Step 2 may be bypassed and brought to the next step.

Step 3 - If the grievance is not resolved in Step 2, then the Exclusive Representative may refer the grievance to the School Board who will meet with the Exclusive Representative at a regular or special called meeting, but in no case shall this period of time extend beyond thirty (30) days. An unlimited number of meetings may be held on the grievance, but when either party requests a formal answer, it shall be given in writing within ten (10) days of the request.

At the option of the School Board, two (2) or more Board members, less than a quorum, may be designated by the Board to hear the appeal when it reaches the Board level. Following the hearing, said Board members shall report findings and recommendations to the School Board. The School Board shall then render its decision.

Step 4 - If the Exclusive Representative is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the time period provided above, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within ten (10) working days from the notification date that the arbitration will be pursued, he/she shall be selected through the Bureau of Mediation Services in accordance with its rules, which shall likewise govern the arbitration proceeding. The fees and expenses of the arbitrator shall be shared equally by both parties.

Step 5 - The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violated any provision of the laws of Minnesota or rules and

regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

ARTICLE 12

POLICY "MEET AND CONFER" SESSIONS

- Section 1. Statement
In accordance with PELRA, the School Board, Central Administration, and the Exclusive Representative recognize that professional employees possess knowledge, expertise, and dedication which are helpful and necessary to the operation and quality of public services, and which may assist the School Board and Central Administration in developing their educational policies.
- Section 2. Meeting
Members of the Exclusive Representative shall meet with members of the Central Administration and School Board a minimum of four (4) times per year.
- Section 3. Policy Review
The district will establish a Policy Review Committee that will seek the input of stakeholders in helping the School Board to develop educational policies.
1. Two (2) School Board members shall be appointed to the committee.
 2. One (1) of the five (5) teachers listed on the Policy Review Committee shall be selected and designated by the professional employees (teachers) as official representative for the professional employees.
 3. The School Board will not interfere with the selection of the official representatives for the professional employees.
 4. The Policy Review Committee may make its own rules governing operation and schedule of meetings, but it shall always meet at least four (4) times each academic school year and comply with policies and the provisions of this Section of the Agreement.
 5. Consultants may be called to attend meetings and will be compensated pursuant to the PELRA.
- Section 4. Education Moorhead will have the right of appointment of an Education Moorhead representative to the district-wide Staff Development Committee, Instructional Curriculum Advisory Committee, Policy Review Committee and Calendar Committee as long as these committees exist in name and/or function.

ARTICLE 13
SUMMER SCHOOL TEACHERS' EMPLOYMENT
PRACTICES & PAYMENT

- Section 1. Employment Practices & Payments
When Summer School is offered in District #152, salaries for summer school teachers shall be at the rate as indicated in Appendix B. Any additional programs will be approved by the School Board, and administered according to plans submitted at that time.

ARTICLE 14
TEACHER TRANSFER POLICY

- Section 1. Transfer
Requests by a teacher for transfer to a different building or position shall be made to the Human Resources Office by completing an internal application through the District application system. The application shall set forth the reason for transfer, grade or position sought and other pertinent data. (Refer to Appendix G, Teacher Transfer Procedure)

ARTICLE 15
SCHOOL NURSE

- Section 1. Nurses
School nurses will be placed on the salary schedule and move on the schedule in the same fashion applied to teachers.

ARTICLE 16
EXTENDED CONTRACT & EXTRA ASSIGNMENT

- Section 1. K - 12 Extended Contract & Extra Assignment
Letters of assignment for work beyond the normal school year shall be for a flat dollar amount. The amount does not include payment for department head responsibility. Payment schedules are found in Appendix B.
- Section 2. Assignments –
The offer of employment and actual number of weeks for any of the listed assignments shall be determined by the School Board. The payment shall then be adjusted based on the number of weeks and/or hours assigned prior to the issuance of individual extended contracts.

ARTICLE 17
INDIVIDUAL TEACHER CONTRACTS

Section 1. Contracts

Any individual contract between the School Board and the individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Contract. Any individual contract hereafter executed shall be in the form provided in Appendix A and shall be expressly made subject to and consistent with the terms of this Master Contract.

Section 2. Substitute Compensation for Teachers

Any teacher who is assigned by the principal/supervisor to use preparation time to supervise or conduct a class for an absent teacher shall be compensated at the following rates:

| | Rate | Time |
|---------------|-------------|-----------|
| K-6 Prep Time | BA10 Step 4 | 1 Hour |
| Skinny | BA10 Step 4 | 1 Hour |
| Block | BA10 Step 4 | 1.5 Hours |

One (1) hour of time is calculated by dividing annual salary of BA (10) Step 4/total contract days/contracted hours per day.

Section 3. Compensatory Leave in Lieu of Compensation

Information regarding compensatory leave in lieu of compensation can be found in Appendix I.

ARTICLE 18
TEACHER REPRIMANDS AND DISCIPLINE

Section 1. Reprimands

The School Board and Exclusive Representative agree that a teacher shall at all times be entitled to have a representative of the Exclusive Representative present when she/he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Exclusive Representation is present.

Section 2. Discipline

No teacher shall be disciplined or denied a scheduled salary increase or deprived of any professional advantage without proper cause. Any such discipline or denial, including adverse evaluation of teacher performance asserted by the School Board or its representative, shall be subject to the grievance procedure set forth. All information

forming the basis for disciplinary action will be made available in writing to the teacher and to the Exclusive Representative.

Section 3. Suspension Without Pay

- A. No teacher shall be suspended or otherwise disciplined without just cause. Any such discipline or suspension is subject to the grievance procedure.

The first step in resolving most potential disciplinary situations is through a teacher/supervisor conference. If the supervisor believes that a written reprimand is necessary, he/she will first confer with the teacher regarding the circumstances. If the supervisor has met with the teacher and recommends to the Superintendent that additional disciplinary action be considered, the Superintendent or designee will conduct a meeting with both the supervisor and the teacher. If the Superintendent decides that suspension is appropriate, the following plan will be implemented.

- B. **Notice of Suspension:** Notice of intention to suspend shall be sent by the Superintendent to the teacher. This notice shall state the grounds for the proposed suspension. The teacher shall have the right to invoke the grievance procedure set forth in this Agreement at the arbitration level.
- C. **Effective Date:** The suspension without pay shall take effect upon acquiescence of the teacher, or after all administrative remedies, including arbitration, have been exhausted. The suspension shall be effective for the dates provided in the original notice, or as modified by the School Board or arbitrator, but shall not exceed a period of five (5) teaching days. The teacher reserves the right to have an Association representative present at all levels of the suspension process.

ARTICLE 19 PERSONNEL FILES

Section 1. Personnel Files

Each teacher shall have the right, upon written request, to review the contents of their own personnel file, whenever legally available, wherever generated, and in whatever format. A representative of the Exclusive Representative may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain all teacher evaluation reports, copies of annual contracts, copies of teaching certificates, a transcript of academic records, and tenure recommendations. A separate medical file will be maintained for each teacher. The information in this file may be reviewed upon written request of the teacher.

No negative material of consequential nature may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file. The teacher shall have the right to reproduce any of the contents of the file at the teacher's expense.

**ARTICLE 20
TEACHER EVALUATION**

- Section 1. Evaluation
When teacher evaluation takes place, it shall be conducted by a representative of the Administration. The Administration shall use all reasonable evaluation methods at its disposal in order to reasonably perform the evaluation function. The Exclusive Representative recognizes that teacher evaluation is an inherent managerial right given to the School Board of Education by law.

**ARTICLE 21
PEER REVIEW**

- Section 1. Refer to Appendix H of this Agreement.

**ARTICLE 22
LICENSURE**

- Section 1. Teachers' Licenses
Teachers are required to have current licenses on file with the Office of the Department of Human Resources.

**ARTICLE 23
DISCONTINUANCE OF TEACHING POSITION (S),
LAYOFF AND RECALL**

- Section 1. Statement
The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10., which article, when adopted, shall constitute the required plan for Unrequested Leave of Absence (ULA) because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school district. Before the School Board initiates proceedings under this Article, it shall first confer with the Exclusive Representative on the need for such layoffs.

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

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

M.S. 122A.41 Subd.1(a).

Subd. 2. Qualified:

“Qualified” shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught.

Subd. 3. Seniority:

“Seniority” applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day hire for continuous teaching service in the School District. For seniority purposes, teachers employed as District-wide coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher’s licensure.

Section 3. Unrequested Leave of Absence (ULA)

The School Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the teacher’s right to reinstatement shall also terminate if the teacher fails to file with the Director of Human Resources, by February 1st of each year, a written statement requesting reinstatement. Such leave shall be effective at the close of the contract year or at such earlier time as mutually agreed upon by the teacher, as supported by the Exclusive Representative, and the Superintendent or Designee.

Subd 1. Notice:

Teacher placed on such a leave shall receive notice prior to June 1 of the school year prior to the commencement of such leave with reasons for said placement. Teachers will receive notice of the following:

- a. Statement of the applicable grounds for the proposed placement;
- b. Tier 3 and Tier 4 teachers will be provided notice of their right to request a hearing and review procedures as provided in Minn. Stat. 122A.40 on the proposed placement within 14 days of the receipt of the notice;
- c. Provides notice to the Tier 3 and Tier 4 teachers that failure to request a hearing will be deemed acquiescence to placement of the teacher on ULA.

Subd 2: Guidelines

Teachers to be placed on ULA shall be selected from all the teachers in the District who are licensed for the position to be eliminated in accordance with the following guidelines:

- a. Teachers with limited permits and provisional licenses (if any) shall be placed on ULA first.
- b. Tier 1 and 2 teachers shall be placed on ULA next.
- c. Tier 3 and 4 continuing contract teachers with lesser seniority shall be placed on ULA next.
- d. Layoff and recall shall be on the basis of seniority with the District as defined in this Article and shall be according to the provisions set forth in this Article.

Seniority shall not entitle an employee to a position for which the employee is not licensed and qualified.

- e. Nothing in this Article shall require the District to reassign a senior teacher to a different area of licensure in order to accommodate the seniority claims of a junior teacher. The doctrine enunciated by the Minnesota Court of Appeals and Supreme Court in the Strand case shall not apply.

Section 4

Seniority

Subd 1: Definition

- a. Seniority shall be defined as continuous employment from the most recent dates of employment. Continuous employment for purposes of seniority shall include all continuous employment for the District in the capacity of a teacher as defined in Minnesota Statutes 1971, Section 122A.40, subd. 1.
- b. Seniority placement shall be continued while on sabbatical, military, sick, parental, or other Board approved leave and exchange programs, but all other interruptions of service are excluded from this policy.
- c. Seniority shall not accrue during the probationary period, but seniority shall be credited retroactively for probationary time when continuing contract status is achieved.

Subd 2: Seniority List

- a. A seniority list shall be established and maintained yearly by the Human Resources Office.
- b. It shall contain the number, date/time of hire, name of teacher, and all current licenses held, including restrictions such as K-6, 1-6, 7-12, etc.
- c. It shall be the responsibility of each teacher to have any additions or changes of licensure to Human Resources by September 1 of each year.
- d. The original seniority list shall be posted in each school and the Administration Building by September 1530. Such seniority list, unless challenged by October 1025, shall be final and shall become the official seniority list for the year. After the challenge period, and after any needed corrections have been made, a copy of such official seniority list shall be sent annually to the President of the Exclusive Representative.
- e. Each teacher covered by this policy shall be issued a number representing her/his placement on the seniority list with the highest number having the least seniority. The list will be renumbered each year beginning with the most senior teacher being number one (1). Once prepared, the final list becomes official; it shall be furnished to the Exclusive Representative by November 1 of that year
- f. In the event of a staff reduction affecting teachers whose first day of employment commenced on the same date, the selection of teachers for purposes of discontinuance shall be at the discretion of the district based upon the following criteria:
 - 1. First day of continuous employment in the teaching contract;
 - 2. Date and time of contract signature;
 - 3. The teacher holding the greater number of credits beyond a B.S. degree shall be senior. For purposes of this clause, the M.A. degree shall be equivalent to B.A. 60.

4. The teacher with the lower license file folder number.

Subd 3: Discontinuance of position and layoff

Discontinuance of positions and layoffs shall be determined by the district. Layoff will be determined by the district, seniority according to the official seniority list. The order of layoff in the district shall be as follows:

- a. Teachers with limited permits and provisional licenses (if any) shall be laid off first, and they shall not be subject to the recall provisions of this article.
- b. Tier 1 and 2 teachers in the field of licensure affected by the discontinuance shall be laid off second, and they shall not be subject to the recall provisions of this Article.
- c. Tier 3 and 4 continuing contract teachers in the field of licensure affected by the discontinuance shall be laid off third in descending order by assigned numbers (highest number first).
- d. At the time of discontinuance, if a position is held by a Tier 1 or 2 teacher, for which a Tier 3 or 4 continuing contract teacher is licensed, such continuing contract teacher shall have the opportunity for employment in that position on the basis of seniority.

Section 5:

Recall/Reinstatement

Recall lists shall be maintained and updated yearly by the Human Resources Office. Employees on the recall list for more than five (5) years shall be dropped from the recall list and not subject to the recall provisions of this Article. A request for exception will be made in writing to the Human Resources Department and will be granted only a mutually agreed upon by the teacher and the School Board. Nothing in this Section shall be construed to impair the rights of teachers

Subd 1: Process

- a. Recall shall be by inverse order of layoff to positions for which the teacher is licensed based on the seniority list in effect at the time of layoff.
- b. Written notification of discontinuance shall be provided to the individual employee and to the President of the Exclusive Representative.
- c. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of his/her leave.
- d. The unrequested leave of absence shall not impair the continuing contract rights of a teacher or result in a loss of credit for the previous years of service.
- e. A teacher placed on unrequested leave of absence is eligible to receive unemployment compensation if otherwise eligible

Subd. 2: Notice

- a. The teacher's right to reinstatement shall also terminate if the teacher fails to file a written statement requesting reinstatement with the District Human Resources Department, by February 1 of each year while on Unrequested Leave of Absence.
- b. Notice of recall shall be sent to the secretary of the Exclusive Representative, and also to the employee's last address on file in the Human Resources Office.
- c. The employee shall send written notice of change of address by certified mail to the District's Human Resources Office.

- d. Notice of recall shall be sent by certified mail. Within twenty-one (21) calendar days of the date of mailing, written acceptance or rejection of employment must be sent by the employee by certified mail to the District's Human Resources Office. If no such written acceptance or rejection of employment is received within twenty-one (21) days, the employee shall lose all right of recall under the provisions of this Article.

Subd. 3: Acceptance of Reemployment

Teachers placed on layoff and recall shall be recalled according to the provisions of Article 23. This recall includes any position for which he/she is licensed in order of seniority regardless of full-time equivalence of the position being filled through recall. Rights to remain on the recall list shall be waived if a position is accepted which is equal to or exceeds the full-time equivalency where originally placed at the time of discontinuance. Monetary amounts of fringe benefits gained or lost due to acceptance or non-acceptance of positions shall not be grievable.

ARTICLE 24 OUTSIDE EXPERIENCE

- Section 1. E-12 teachers entering the District from other school systems, shall be given full credit for previous teaching experience. Notification of credit for previous teaching experience will be sent to Education Moorhead (EM)

A maximum of two (2) years credit on the salary schedule shall be granted to any teacher whose teaching service has been interrupted by military service. A maximum of two (2) years credit on the salary schedule may be granted at the discretion of the Superintendent to individuals who have served honorably in the Peace Corps, Vista, Job Corps, National Teacher Corps, or military service (if in the opinion of the Superintendent, and upon recommendation of the teacher's immediate supervisor, this experience is considered to be of sufficient value to the District, and to the teacher in the performance of his or her work, to be at least equal to the benefit received for the additional step or steps.)

The maximum credit for previous teaching service and military service, Peace Corps, Job Corps, or National Teacher Corps shall be seven (7) years. An applicant who has had military service must be informed of this policy in advance of her/his employment.

ARTICLE 25 CREDIT OF EXPERIENCE FOR PART-TIME PERSONNEL

- Section 1. Credit for Experience
All teachers will advance one step on the salary schedule per year.
Part-time full-time equivalent (FTEs) will be computed using the same basis as for

full-time teachers using a formula mutually agreed upon by the district and the exclusive representative.

ARTICLE 26

SALARY LANE QUALIFICATIONS

- Section 1. All courses and degree programs must be pertinent to the individual's teaching field or related areas and be part of a program of study which has received approved accreditation as determined by a national or regional accrediting organization. After receipt of the Master's degree, one-third (1/3) of additional credits earned may be undergraduate credits if the work consists of new areas of subject matter not available at the time the BA degree was completed. Superintendent or designee approval of a program of study for a Master's degree program and/or approval of individual classes is required prior to beginning the course work including teachers on an approved leave of absence.
- Section 2. BA
BA lane is accomplished by completing an approved baccalaureate degree program as outlined by graduating colleges for elementary and secondary teachers.
- Section 3. BA Plus 10
The BA plus 10 lane shall be attained by earning a minimum of ten (10) semester credits, which must be earned after the date of completion of the BA degree requirements, including at least six (6) graduate semester-hour credits and at least eight (8) semester-hour credits in the teaching field or related areas; all credits which are acceptable by the college to apply toward an MA or 5th year certificate may be counted toward the BA plus 10 minimum requirements.
- Section 4. BA Plus 20
The BA plus 20 lane shall be attained by earning a minimum of twenty (20) semester-hour credits, which must be earned after the date of completion of the BA degree requirements, including at least ten (10) graduate semester-hour credits and at least fifteen (15) semester-hour credits in the teaching field or related areas; all credits which are acceptable by the college to apply toward an MA or 5th year certificate may be counted toward the BA plus 20 minimum requirements.
- Section 5. BA Plus 30
The BA plus 30 lane shall be attained by earning a minimum of thirty (30) semester-hour credits, which must be earned after the date of completion of the BA degree requirements, including at least sixteen (16) graduate semester hour credits and at least twenty (20) semester-hour credits in the teaching field or related areas; all credits which are acceptable by the college to apply toward an MA or 5th year certificate may be counted toward the BA plus 30 minimum requirements.

Section 6. MA

The Master's degree program shall include at least twenty (20) graduate semester-hour credits in the teaching field. The schedule for the Master's degree plus 10, 20, or 30 semester credits shall follow the same format as the BA plus 10, 20, or 30 where up to ten (10) semester credits taken before completion of the Master's degree may be applied to lane changes after completion of the Master's degree provided they were not a part of the Master's degree program as of the effective date of this Agreement. This program is subject to the approval of the Superintendent/or designee. (See Article 26, Section 1 Salary Lane Qualifications)

Section 7. Licenses Eligible for Career and Technical Education (CTE) State Program Approval

In addition to the provisions of Article 26, a teacher with a license eligible for career and technical education state program approval (CTE license) may move horizontally on the salary schedule by earning clock hours as described in the following subdivision.

Subd. 1.

A teacher may elect to apply up to 700 clock hours (70 semester credits) for pre-approved industrial schools, seminars or manufacturer's institutes to move horizontally on the salary schedule. These hours shall be pre-approved by the Director of Human Resources. The above clock hours shall be considered equivalent to graduate level credits.-

Subd. 2.

A teacher may earn additional credits to move horizontally on the salary schedule by applying work related experience. "Work related experience" is defined to mean work experience for the purpose of obtaining a CTE (Career Technical Education) license or to gain knowledge and skills directly related to their teaching assignment or content area. These hours shall be pre-approved by the Director of Human Resources. Each forty (40) hours of work experience equals one (1) semester hour credit.

Subd. 3.

A teacher with CTE (Career Technical Education) certification, may bypass the MA lanes on the traditional salary schedule by applying the following conversion:

| | | | | | | | | |
|-----------------------------|----|-------|-------|-------|-------|-------|-------|-------|
| Traditional Salary Schedule | BA | BA+10 | BA+20 | BA+30 | MA | MA+10 | MA+20 | MA+30 |
| CTE Salary Schedule | BA | BA+10 | BA+20 | BA+30 | BA+40 | BA+50 | BA+60 | BA+70 |

Subd. 4.

1. A teacher who earns a CTE (Career Technical Education) license shall be granted one lane change on the salary schedule provided the lane change has been pre-approved by the Director of Human Resources. Any credits earned as a part of the CTE licensing process are not eligible for separate lane change purposes.
2. A teacher who has already completed all education to reach the MA+30 on the traditional salary schedule or BA+70 lane on the vocational salary schedule and has been pre-approved by the Director of Human Resources will receive a one-time

stipend of \$1250 for each CTE license earned and \$1000 for each subsequent renewal.

Subd. 5.

Hours earned prior to the settlement of the 2019-2021 contract can be submitted for review to the Director of Human Resources. Hours obtained prior to July 1, 2015 will not be considered. Hours previously used for horizontal movement cannot be utilized under new policies.

Section 8. Formula

Effective 7/1/2005, one-semester credit equals one and one-half quarter credits.

One-quarter credit equals two-thirds of a semester credit.

ARTICLE 27 SALARY LANE CHANGES

Section 1. Lane Changes

If a teacher completes the requirements for a degree or earns sufficient semester-hour credits, the teacher may move from one salary lane to the next salary lane. Official transcripts issued by the college/university registrar must be submitted to the Human Resources Department on or before the following dates:

October 10

January 10

May 10

Lane changes will be effective in the month of submission, with the exception of October 10, which will be retroactive to the month of September. Transcripts submitted after that date shall become effective on the following eligible date.

A written application for adjustment and the supporting documents as required above must be filed with the Superintendent or designee before salary adjustments will be made. When a teacher completes the requirements for a new lane assignment, the teacher will move across the salary schedule to the same step in the new lane. Commencing with the 1990-91 school year, in order to receive credit on the salary schedule, any credit submitted must carry a grade of "B" or better. Pass/fail credits will not be accepted after June 30, 1989 except when a practicum or internship course is required to complete a degree or licensure program. If a course is offered for either a grade or pass/fail, it must be taken for a grade.

ARTICLE 28 EXTRA-DUTY ASSIGNMENTS

Section 1. Extra-Duties

If during the term of this Contract it is necessary to create, abolish, or modify extra duties for which compensation is paid, the Superintendent will place a temporary salary

rate in effect and/or modify the existing salary rate, based on salaries being paid for similar duties in the school system. The administration will discuss with the Exclusive Representative any changes in extra-duty assignments and the respective salary rate.

Section 2. Moving

Any teacher required to move classrooms whether within a building or from one site to another will be provided the opportunity to move during contract time on non-instructional days. If unable to move during contract time, a teacher may elect to receive payment for up to two (2) contract days of time or receive two (2) days of compensatory leave for the following school year.

Section 3. Part-Time Teachers

Any teacher who has twenty (20) years or more of allowable service credit in the teacher retirement fund, may, by agreement with the School Board, be assigned to a part-time teaching position. (Part-time in this Article shall mean employment for at least fifty (50) full days or fractional equivalent thereof as prescribed in Minnesota Statutes, Section 354.66, subd. 3 and for which the teacher is compensated at a rate not exceeding sixty percent (60%) of the compensation established by the School Board for a full-time teacher of identical education and experience within the District.) The conditions of such part-time teaching will be governed by Minnesota Statutes, Section 354.66.

Section 4. Payment

Teachers accepting extra-curricular positions will be paid for those jobs in the following manner: (1) Fall extra-curricular assignments will be paid at the time of the October paycheck; (2) Winter extra-curricular assignments will be paid and at the same time as the February paycheck; and (3) Spring extra-curricular assignments will be paid at the same time as the May check.

Anyone who has an extra-curricular activity, which would go beyond the above-mentioned timeline, would be paid in equal installments three (3) times per year with the above designated payroll.

Section 5. Schedules

The District's "Extra-Curricular Pay Schedule" found in Appendix C and the "Extra-Curricular Pay Schedule Percentage" found in Appendix D are a part of this Agreement. Payments during the term of this Agreement shall be based on the BA+20. The beginning point for the lane computation shall continue to be Step zero (0) or beginning and the steps following. Teachers accepting and/or assigned extra-curricular duties set forth in Appendix D, which is attached to and incorporated in this Contract, shall be compensated in accordance with the provisions of said Appendix.

ARTICLE 29
STUDENT TEACHER SUPERVISION

- Section 1. Fees
Each supervising teacher shall be paid for student teacher supervision by the cooperating post-secondary institution, or each supervising teacher shall be paid 100% of the fee paid for student teacher supervision minus payroll expense accrued by the District (e.g. FICA, TRA, WORK COMP, LTD).

ARTICLE 30
CREDIT UNION PAYROLL DEDUCTION

- Section 1. Deduction
The School Board shall, upon request of the Central Minnesota Credit Union, provide a payroll deduction to members of the Credit Union for the purpose of savings and the repayment of loans. When a deduction is to be initiated, the Credit Union shall provide a signed authorization for such deduction. Deductions for repayment of loans shall be started within thirty (30) days after such deduction is requested, with the deduction starting on the following payroll date.

ARTICLE 31
TAX-SHELTERED ANNUITIES

- Section 1. Annuities
Insurance companies will be permitted to enroll applicants by the seventh (7th) of any month. Teachers may amend the level of annuity contribution quarterly.

ARTICLE 32
AUTHORIZED NON-PAID OR UNEXCUSED ABSENCES

- Section 1. Authorized Non-Paid or Unexcused Absences
A deduction of 1/183 of the annual base salary shall be made for each day of authorized non-paid or unexcused absences during the school year. Deduct days may be authorized based on the staffing needs of the school district upon advanced approval by building administration.
- Extra-curricular pay shall not be included in the deduction unless absence occurs during the extra-curricular activity and a substitute for the extra-curricular activity is hired for that day.

SECTION III. SALARY AND BENEFITS

ARTICLE 33 TRAVEL REIMBURSEMENT

Section 1. Out-of-District

Teachers eligible for travel outside the District shall be required to utilize a district approved rental vehicle. If a school-owned or rental vehicle is unavailable, a teacher will be paid at the rate currently set by the Internal Revenue Service for allowable mileage reimbursement. Travel outside the District must have prior approval to claim reimbursement and be in accordance with District policy.

Section 2. In-District

Intra-district travel will be reimbursed on mileage computed for educators who travel between schools on a regular established route, based on an agreed upon mileage chart by the district and the exclusive representative. For those educators who do not have an established route but who travel the district and community as needed, on district business, the choice will be given to the educator to keep and maintain a mileage log for reimbursement or to accept a stipend. The base rate for the stipend will be that set for each school year based on the mileage between buildings and the number of trips each week. The mileage will be adjusted at the rate established by the Internal Revenue Service effective at the beginning of each school year following that base rate. Mileage or stipends will be paid to the educator in semi-annual payments in December and May, for their established assignment. Following the establishment of the estimated mileage, the exclusive representative will sign her/his approval to the roster prepared by the Human Resources Office. However, it is agreed that the amount can be adjusted, discontinued or established by the Superintendent with agreement by the exclusive representative due to new assignments or reassignments.

ARTICLE 34 TEACHER INSURANCE BENEFITS

Section 1. Eligibility

Medical insurance, life insurance, long-term disability insurance, and related policies require that any employee work 75% time or more to be eligible for benefits. It is the intent of the District to provide medical, group life, and long-term disability insurance and pursue settlements where coverage seems to be questionable. Insurance premiums are paid by the District on a monthly basis. Employees signing a contract on or before September 1st will have insurance coverage beginning September 1st. Employees signing a contract after September 1st shall have insurance coverage beginning the first of the month following their first duty day. Those teachers receiving their salary over less than a twelve-month period will have their portion of the premiums for the remaining months deducted from their last paycheck of their contract year.

Section 2. Medical Insurance

Sub 1.

Medical Insurance shall be provided by the District in accordance with the master Health insurance policy. The District may provide alternative plans employees can choose from.

Sub. 2. Single Coverage.

The District shall contribute \$750/month toward the cost of a single coverage district health insurance plan of the teacher's choice. Effective July 1, 2020, the district shall contribute \$775/month toward the cost of a single coverage district health insurance plan of the teacher's choice. If the teacher chooses a plan with a monthly premium less than the district contribution, the district will pay the full premium cost. If the teacher chooses a plan, which has a monthly premium higher than the district contribution, the teacher shall pay the difference in the premium cost. If the teacher chooses a plan option that offers a qualified savings account (ex. Health Savings Account (HSA) or Voluntary Employees' Beneficiary Association (VEBA)), the district shall put the difference of the district contribution and the premium for plan into the teacher's qualified savings account not to exceed applicable IRS guidelines and within district limits. The district shall put \$1,200 of the district's contribution into the designated qualified savings account on the date of the August payroll. The monthly district contribution towards health insurance will be adjusted accordingly to reflect the \$1,200 contribution into a qualified savings account. If a teacher moves to an insurance plan option that offers a qualified savings account with an effective date of January 1 of the given year, the district shall put \$1,200 of the district's remaining contribution into the designated qualified savings account on the date of the January payroll; beginning with January and for the months remaining in the contract year, the monthly district contribution towards health insurance will be adjusted accordingly to reflect this contribution.

Sub. 3. Family Coverage.

The District shall contribute \$1,275/month toward the cost of a family coverage health insurance plan of the teacher's choice. Effective July 1, 2020, the District shall contribute \$1300/month toward the cost of a family coverage district health insurance plan of the teacher's choice. If the teacher chooses a plan with a monthly premium less than the district contribution, the district will pay the full premium cost. If the teacher chooses a plan, which has a monthly premium higher than the district contribution, the teacher shall pay the difference in the premium cost. If the teacher chooses a plan option that offers a qualified savings account (ex. Health Savings Account (HSA) or Voluntary Employees' Beneficiary Association (VEBA)), the district shall put the difference of the district contribution and the premium for the plan into the teacher's qualified savings account not to exceed applicable IRS guidelines and within district limits. The district shall put \$1,200 of the district's contribution into the designated qualified savings account on the date that coincides with the August payroll. The

monthly district contribution towards health insurance will be adjusted accordingly to reflect the \$1,200 contribution into a qualified savings account. If a teacher moves to an insurance plan option that offers a qualified savings account with an effective date of January 1 of the given year, the district shall put \$1,200 of the district's remaining contribution into the designated qualified savings account on the date of the January payroll; beginning with January and for the months remaining in the contract year, the monthly district contribution towards health insurance will be adjusted accordingly to reflect this contribution.

When both spouses are part of this bargaining group and both are eligible for insurance, they may elect to apply the district contribution at the single coverage rate for each teacher toward the district plan of their choice using the same rules under Sub.2. The district shall contribute \$1,750 towards the married teachers' choice of a family plan option. Effective July 1, 2020, the district shall contribute \$1775 towards the married teachers' choice of a family plan option. If the teachers choose a family plan options that offers a qualified savings account (ex. Health Savings Account (HSA) or Voluntary Employees' Beneficiary Association (VEBA), the district shall contribute \$1,775/month towards the plan and will put the difference, if any, of the district contribution and the premium for the plan into a qualified savings account not to exceed applicable IRS guidelines and within district limits. The district shall put \$1,200 of the district's contribution into the designated qualified savings account on the date that coincides with the August payroll. The monthly district contribution towards health insurance will be adjusted accordingly to reflect the \$1,200 contribution into a qualified savings account. If a teacher moves to an insurance plan option that offers a qualified savings account with an effective date of January 1 of the given year, the district shall put \$1,200 of the district's remaining contribution into the designated qualified savings account on the date of the January payroll; beginning with January and for the months remaining in the contract year, the monthly district contribution towards health insurance will be adjusted accordingly to reflect this contribution.

Sub. 4.

Any and all claims for or relating to the Health Insurance Plans are not the responsibility or liability of the District and are not subject to the grievance and arbitration procedure. Employee contributions shall be made as a monthly salary deduction and will automatically be put through the district flexible spending account, if available.

Sub. 5.

Benefits will be available for laid-off teachers and teachers participating in job sharing. Teachers who have their position involuntarily reduced, or who enter into an approved job-sharing situation, may continue with any group Health Insurance benefits in which they were participating in prior to the layoff or job sharing. The premium paid by the teacher shall be prorated as follows:

Payment of the health insurance premium by the teacher shall be equal to the full premium times the difference between 1.00 FTE (Full-Time Equivalency) and the

amount of FTE employed after reduction or approved time sharing (i.e., a teacher reduced to .40 FTE shall pay .60 of the premium ($1.00 - .40 = .60$))

Section 3. Group Life

Group life shall be provided in accordance with the master policy, and the District shall consent of the carrier, the District will offer \$25,000 coverage in \$12,500 units at the teacher's expense to be paid monthly. Employees signing a contract on or before September 1st will have insurance coverage beginning September 1st. Continued coverage for teachers on a leave of absence or retirement will be in accordance with law and the terms of the Master policy.

Employees signing a contract after September 1st shall have insurance coverage beginning the first of the month following their first duty day.

Teacher Early Retirees:

The School Board will pay the entire premium for a \$25,000 group term life insurance policy for all teachers who retire between the ages of fifty-five (55) and sixty-four (64). Teachers on a leave of absence immediately prior to retirement must maintain coverage with the district in order to qualify for the benefit or they must return to work from a leave of absence to requalify for the benefit.

*Accidental Death and Dismemberment (AD&D) and waiver of premium benefit are not included. Spouse and/or Child(ren) Coverage may be continued to the earlier of age sixty-five (65) of the insured or spouse at employee expense as listed in the master policy.

Section 4. Dependent Life Insurance

Dependent life insurance will be allowed through payroll deduction provided that sixty percent (60%) of all married and/or single parent employees participate. The dependent life insurance shall be at the teacher's expense through a payroll deduction basis. Enrollment and benefits shall be in accordance with the master policy, which is in effect.

Section 5. Cancer Care, Intensive Care Options

Teachers who qualify and wish to carry cancer care or intensive care insurance programs may do so on a payroll deduction basis at their own expense. This option must be exercised during the period of September 1 to September 30 of each school year.

Section 6. Long-Term Disability

The District shall provide, at its expense, long-term disability insurance. Long-term disability insurance shall commence on the 61st working day of illness and shall be in effect until age sixty-five (65) and thereafter as required under option B of the Age Discrimination in Employment Act (ADEA). All claims shall be subject to the terms and conditions of the policy.

Section 7. Workers' Compensation

In accordance with law, the District will provide Workers' Compensation Insurance.

Workers' Compensation shall be made available to all teachers covered by this Contract. Any employee injured shall file his/her Employee Incident Report within twenty-four (24) hours of the occurrence, if possible.

Section 8. Provision of Benefits for Disabled Teachers

The District shall not terminate, suspend, or otherwise restrict the participation in or the receipt of benefits otherwise payable under any program or policy of group insurance to any covered teacher who becomes totally disabled while employed by the employer solely on account of absence caused by such total disability. If the teacher is required to pay all or any part of the premium for the extension of coverage, payment shall be made to the employer by the teacher.

Section 9. Continuation of Benefits to Survivors

The District shall provide hospitalization and major medical coverage for the surviving dependents of its employees who possess family coverage under the District's hospitalization policy for a minimum period established by law following the covered employee's death. Coverage shall not be terminated except upon the written consent of the survivor or survivors of any deceased covered employee or termination of the plan or non-payment of premiums. However, any survivor or survivors, in order to have the coverage and benefits extended for such period, as herein provided, shall be required to pay the entire cost of such protection in monthly installments. Failure of the survivor to make premium payments in advance after written notice from the employer has been received, shall be a basis in itself for the termination of the coverage, provided the School Board has notified the survivor in writing fifteen (15) days before notification of pending cancellation.

ARTICLE 35 SALARY SCHEDULE

Section 1. Schedules

Subd. 1.

The negotiated and settled salary schedules for 2019-2020 and 2020- 2021 are found in Appendix F. Part-time teachers are subject to provisions of Article 25, Section 1. The 2019-2020 and the 2020-2021 salary schedules have been modified in accordance with Article 26: Salary Lane Qualifications.

Section 2. Salary Schedules

Subd. 1.

The salary schedule is not considered a part of a teacher's continuing contract. In the event the teachers have not settled the 2019-2021 master contract prior to the commencement of school in the fall of 2021, teachers will be paid earned lane changes per Article 27: Salary Lane Changes.

Subd. 2. Withholding of a Salary Increase:

An individual teacher's advancement is subject to the right of the school district to withhold increment, lane changes, or other for just cause. An action withholding a

salary increase shall be subject to the grievance procedure.

Section 3. Payroll

Teachers will be informed of a 10-month or 12-month pay option for payroll on established dates. The district will establish pay dates by July 1 of each school year. Teachers must select the 10-month pay option by September 5th of each year. The December check will be issued the last working day of the month, and the last check in June will be issued on the 15th.

ARTICLE 36 EARLY RETIREMENT POLICY

Section 1.

Subd. 1. Eligibility –

All full-time teachers resigning after completing eight (8) consecutive years of service in the school district, as further described and set forth in section 4 of this article, at or after age fifty-five (55), will receive early retirement pay which will be based on accumulated sick leave pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Early retirement pay shall be granted to the beneficiary of an eligible teacher if death occurs prior to resignation and shall not be granted to any teacher who is discharged by the District. The beneficiary(s) shall be the same as named in the district life insurance plan.

Subd. 2. T.R.A Improved Money Plan –

All teachers who are otherwise eligible for Early Retirement and retire prior to age 55 due to participation in the Improved Money Plan will be eligible for payment as indicated in Section 2 of this Article.

Section 2. Basis of Pay

The amount of early retirement pay shall be up to one hundred (100) days of the teacher's final salary as of September 1 of the last full year of full-time teaching. Salary shall be defined as contract salary amount and shall not include any additional compensation for extra-curricular activities, extended employment or other extra compensation. A maximum of one hundred (100) days may be accumulated from unused sick leave.

Section 3. Accumulated Sick Leave

A maximum of one hundred (100) days of unused sick leave will be paid for each full day of accumulated sick leave, for sick leave earned but not used for each of the last two years of service. Each retiree eligible for severance pay will receive a minimum of eighty (80) days. This pertains only to Early Retirement Pay as contained in this article. For calculation purposes, accumulated sick leave days for early retirement will equal the total sick days remaining at the end of an educator's final two years of employment (See Article 38, Section 1 Number of Days.)

Section 4. Payment

Days accumulated toward severance pay shall be multiplied by the percentage noted below, as related to the teacher's years of service at the time of retirement. The product of this multiplication will be the number of days of early retirement pay that will be paid to the teacher upon retirement.

| | |
|----------------|------|
| 26 or greater: | 121% |
| 21-25: | 114% |
| 16-20: | 107% |
| 15: | 100% |
| 14: | 93% |
| 13: | 86% |
| 12: | 79% |
| 11: | 72% |
| 10: | 65% |
| 9: | 58% |
| 8: | 50% |

Section 5. Time of Payment

Early retirement pay shall be in one (1) lump sum fifteen (15) days following retirement. Eligible retiring teachers in each school year beginning in June, 2003, will have their one-time retirement payment paid directly into the district's approved 403 (b) special pay plan for severance purposes in accordance with I.R.S. rules. This payment will be placed in an account in the teacher's name. The teacher will have the opportunity to exercise any legal options available to leave, move or withdraw the funds as they see fit. Resignations must be approved by the School Board prior to March 1. The date of resignation and application for early retirement pay may be extended beyond March 1 with Board approval. If, after the effective date of retirement, the teacher dies before receiving payment, the balance due shall be paid to the teacher's named beneficiary.

Section 6. Matching Program

Beginning September 1, 1999, each full-time teacher in the District will be entitled to a matching contribution from the District of 1% of their basic teacher salary per year to the Minnesota Deferred Compensation Plan or an I.R.S. 403(b) T.S.A. (according to Minnesota Statutes, Section 352.96 and 356.24 subd. 1 (5)).

Beginning September 1, 2003, eligibility for the matching program shall require a minimum of .5 FTE to be considered a full-time teacher for this purpose only.

Board contributions will cease after thirty (30) years of contribution. As of September 1, 2004, the matching contribution by the district will be 2%. As of September 1, 2005, the matching contribution by the district for teachers with more than 10 years of service will be 2 1/2%. As of September 1, 2008, the matching contribution for all eligible teachers upon hire will be 3%.

Section 7. Choice of Early Retirement or Matching Program

As of September 1, 1999, full-time teachers who began their employment with the District after 1989 will be eligible to participate in the Matching Program.

Teachers with more than ten (10) years of service (hired before 1990), but with less than twenty-one (21) years of service as of September 1, 1999 (hired after 1978), and who want Early Retirement/Deferred Compensation benefits from the District must choose to participate in the Matching Program (Article 36, Section 7) or Early Retirement (Article 36, Section 2). Teachers who are thirty-five (35) years old or older with less than ten (10) years of service in the District may choose the “Matching Program” or the “Early Retirement Program”. Teachers with more than twenty (20) years of service as of September 1, 1999 (hired before 1979), will continue with the pre-1997 Early Retirement Program.

Section 8. Insurance Premiums for Retired Teachers

Subd. 1.

The District will pay premiums on district approved health insurance coverage for teachers retiring after May 1, 1974, with ten (10) or more years of service with the District and who retire prior to age 65, and who are between the ages of 55 and 65 and whose first day of work is prior to July 1, 2010. All teachers hired after July 1, 2010 will have the option to purchase a district health insurance plan of their choice up to Medicare eligibility at their own expense upon retirement. For current eligible teachers retiring after June 30, 2015, the district shall contribute \$750 per month into a district sponsored Health Care Savings Plan. The teacher may use the monthly sum to pay for either a district provided health insurance plan or a non-district health insurance plan of their choice. Premium costs greater than the district’s contribution will be borne by the teacher. The coverage will continue under the district plan, if chosen, until the teacher discontinues the coverage. Once the teacher discontinues coverage under the district provided plan, he or she may not re-enter the plan.

The district shall put \$600 of the district’s contribution into the designated qualified savings account on the date that coincides with the August payroll. The monthly district contribution towards health insurance will be adjusted accordingly to reflect the \$600 contribution into a qualified savings account.

Dependent coverage at the expense of the teacher may be offered as an option to the retiring teacher. Contributions will continue until retiree is eligible for Medicare. The option for teachers to obtain the benefits of this Article shall be renegotiated at the end of this Contract period.

Subd. 2.

Teachers who qualify under Section 1, Subd. 2 may participate in the district health insurance plan. The premium will be the responsibility of the teacher.

Subd. 3.

The premium for teachers eligible to retire prior to age 55 will be the responsibility of the retiree until retiree reaches age 55. Premiums will be deducted from retiree’s

severance check using an inflationary factor of 15%. Retiree must maintain coverage with the District in order to qualify for benefit at age 55. Any actual cost above this will be the responsibility of the teacher and must be paid monthly or annually in advance. Failure to pay the premium will result in cancellation of the policy.

Subd. 4.

Teachers who go on leave of absences, immediately prior to retirement must maintain coverage with the district in order to qualify for the benefit upon retirement or they must return to work from a leave of absence to re-qualify for the benefit.

Section 9. Retirees Returning to Work as Regular Teachers

The following conditions of reemployment of retired teachers are delineated, which both the Moorhead Area School District and Education Moorhead agree to abide by:

1. Placement on the salary scale would be pursuant to the provisions of the Master Agreement for incoming teachers. Such placement would be as mutually agreed upon by the teacher and the school district.
2. The teacher and dependents would receive the same health insurance benefits as active teachers would under the Master Agreement and not as a retired teacher in accordance with the master policy of the company.
3. The teacher and dependents would receive life insurance benefits as specified under the Master Agreement for active teachers and not as retirees following the master policy of the insurance company.
4. The teacher would receive a long-term disability insurance benefit as specified in the Master Agreement following the master policy of the insurance company.
5. The teacher would not be eligible for any retirement/severance benefits under The Master Agreement. The teacher would be eligible for one severance package, to be paid at the time of initial retirement.
6. Leave benefits would follow the provisions as stated in the Master Agreement.
7. The retired teacher may voluntarily waive his/her rights to tenure and the district would reserve the right to terminate his/her employment at the end of any school year if tenure rights were waived. The teacher would be given an opportunity to speak to their attorney relative to waiving his/her statutory rights to tenure, prior to signing any contract.
8. Returning retirees would be considered “new teachers” for purposes of seniority and would be placed on the seniority list accordingly, unless tenure is waived.
9. Returning retirees may join Education Moorhead as active members.

SECTION IV: LEAVE OF ABSENCE

ARTICLE 37 ASSOCIATION LEAVE

Section 1. Number of Days

Subd. 1

Each school year, fifty (50) days Association leave will be granted to Education Moorhead so that officials of Education Moorhead may carry on business necessary in their role as the exclusive bargaining agent. The cost of the substitutes for the first ten (10) days leave each year will be borne by the district; Education Moorhead may accumulate the unused days up to a maximum of 20 in any given contract year. The cost for the substitutes for the other Association days shall be paid by Education Moorhead.

Subd. 2

Each school year 10 - additional days of association leave will be granted to the Education Moorhead Association for the exclusive use of its president for necessary business as the association president. The cost of the substitute shall be paid by the Association. Requests must be made three days in advance if possible.

Section 2. Number of Teachers

No more than seven (7) teachers will be granted leave at one time, and requests for such leave will be made at least forty-eight (48) hours prior to the requested absence.

Section 3. Additional Days

If any additional days of leave are requested by the Exclusive Representative, it must be with the consent of the School Board through the Central Administration with substitutes to be paid by the Exclusive Representative.

ARTICLE 38 LEAVE DUE TO SICKNESS OR EMERGENCY

Section 1: Number of Days

Teachers will be entitled to twenty (20) days of sick leave each school year as of the first official day of said school year whether or not they report for duty on that day. Sick leave may be accumulated from year to year up to a maximum of sixty (60) days unless the teacher is on Long Term Disability and not actively at work. Once sixty (60) days is accumulated, it is renewed each year unless the teacher is on Long Term Disability and not actively at work.

Section 2: Purpose

Subd. 1. Personal Illness

Leave with pay shall be allowed by the District whenever a teacher's absence is due to

illness or injury which prevented his or her attendance at school and performance of duties on that day or days. The District may require a teacher to furnish a medical certificate from a licensed medical professional as evidence of any illness pursuant to this section, indicating such absence was due to illness or injury, in order to qualify for paid time off. In the event that a medical certificate will be required, the teacher will be so advised. Normally, no medical certificate shall be required for absences of less than three days. Teachers who find it necessary to be absent should record the absence into the Substitute Employee Management System (SEMS) by utilizing either the telephone or computer on-line option as early as possible so that a substitute can be called.

Subd. 2. Family Illness

Paid time off will be available for use when it becomes necessary to be absent from work in order to provide care for a spouse or child. Leave will be granted as defined by Minnesota Statute Section 181.9413 and/or federal law, provided the teacher has unused sick leave available at the time of the absence.

Subd. 3. Extended Family Illness

Paid time off will be available for use when a teacher's adult child, sibling, parents, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, grandparent or members of the teacher's immediate household are in a hospital or undergoing out-patient surgery or are receiving treatment that medically requires supervision or care as dictated by a licensed medical professional.

Paid time off for this purpose will be limited to 4 days per incident and may be extended by the Superintendent or his/her designee. The decision to extend the leave will not be subject to the grievance process.

Subd. 4: Family Medical Leave Act

Eligible teachers shall be granted leave and benefits to which they are entitled pursuant to the Family and Medical Leave Act, 29 U.S.C.2601 et. seq.

Subd. 5. Bereavement

Five (5) days of paid time off per incident shall be allowed for death in the teacher's immediate family. Three (3) days of paid time off per incident shall be allowed for death in the teacher's extended family. One day of paid time off for the funeral of a friend shall be allowed. This day can be used in one half-day increments. The specific amount of leave extension allowed is subject to the discretion of the superintendent or his/her designee depending on the circumstances and may be extended. (Travel time will be the primary factor in determining the approval or denial of the extension.) The decision to extend the leave will not be subject to the grievance process. Leave may also be requested under Subd. 1. Personal Illness if necessary.

"Immediate Family" is defined as the teacher's spouse, child, parent, sibling, father-in-law, mother-in-law, son-in-law, and daughter-in-law. "Extended Family" is

defined as the teacher's brother-in-law, sister-in-law, grandparents,
grandparents-in-law,
aunts, uncles, nieces, nephews and grandchildren.

Subd. 6. Personal Emergency

Up to four (4) days of paid time off per incident will be allowed for emergencies. An emergency will be defined as a crisis over which the individual has no control, and cannot be attended to during non-school hours. The employee will be required to state the reason for the leave. The Superintendent or his/her designee will decide whether or not the leave is approved. The decision will not be subject to the grievance process.

Subd. 7. Long Term Disability

Teachers may not use sick leave while on LTD. In addition, if a teacher returns to work for a trial period after being on LTD and subsequently is unable to perform their duties due to the same illness or injury, they will return to LTD and will not be eligible for sick leave until released from doctor's care.

Subd. 8. Absence Due to Injury Incurred in the Course of Employment

– Absence due to injury incurred in the course of employment that is approved by the District's Workers' Compensation carrier, as work related shall not be charged against the teacher's sick leave days. The initial absence of the teacher will be covered by sick leave, which will be refunded to the teacher upon receipt of payment to the district from the Workers' Compensation Carrier. The School Board shall pay to such teacher the difference between his/her salary and benefits received under the Minnesota Worker's Compensation Act for the duration of such absence until such time as said person is eligible for long-term disability compensation, provided the employee is under a doctor's care and provides a doctor's report every thirty (30) days.

ARTICLE 39 PARENTAL LEAVE FOR TEACHERS

Section 1. Parental Leave

The School Board shall grant a leave up to six (6) months to any employee in full or part-time service in District #152, for birth or adoption of a child and to extend for a period of up to six (6) months or the remainder of the school year, whichever is greater.

If the school year ends before the six (6) months has been utilized, the unused balance of the leave will be used at the beginning of the next school year if requested by the employee on or before July 15.

Subd. 1. Length of Leave

The six (6) month time period begins when one of the following three conditions is met:

- a. The written certification of the employee's physician.
- b. The birth of the child.

- c. The first day of placement in the care of the adoptive parent.

Subd. 2. Paid Leave

- a. Maternity - Available sick leave may be utilized for the period of disability as determined by a physician for maternity purposes. A physician statement shall be obtained and sent to the Human Resources Department as soon as practical. Unpaid leave for maternity purposes is for the remainder of the six-month period.
- b. Adoption - Twenty (20) days of paid leave may be taken from the sick leave balance to fulfill the legal requirements of the adoption process whenever they shall occur. Unpaid leave for adoption purposes is for the remainder of the six-month period.

Subd. 3. Insurance

An employee on parental leave is eligible for continued hospitalization and life insurance coverage, but must pay the entire premiums for benefits beyond the allowable period of time as stated in the Family Medical Leave Act.

Subd. 4. Reinstatement

Upon completion of the requested leave the employee shall be reinstated to his or her original job or to a position of like status and pay. If the employee has been out for maternity purposes, a statement from the physician that the teacher may return to work will be provided. The continuing contract shall remain in effect, and the employee shall retain all seniority, salary, and fringe benefits, which he or she had accrued prior to taking parental leave.

ARTICLE 40 EXTENDED LEAVE OF ABSENCE

Section 1. Leave of Absence

Any full-time teacher who has been employed by the District for at least five (5) years and has at least ten (10) years of Minnesota teaching service is eligible to apply for an extended leave of absence.

The maximum duration of such a leave shall be determined by mutual agreement by the School Board and the teacher at the time the leave is granted and shall be at least three (3) but no more than five (5) years. The conditions of this leave shall be governed by the Minnesota Statutes, Section 122A.46, Subdivision 1, with the following provisions:

Section 2. Reinstatement

The teacher has a right to return to a position in the District for which the teacher is licensed at the beginning of any school year which immediately follows a year of extended leave of absence, provided notice is given to the School Board of the teacher's intention to return prior to February 1 of the school year preceding the school year in which the teacher wishes to return and if the teacher did not sign a teaching contract

with another public Minnesota School District during the term of the leave.

Section 3. No Credit

No additional credit will be allowed for years on leave for salary purposes upon return to the District.

Section 4. Credits Earned

A delay in application of any credits earned while on leave to salary placement shall be for a period of time equal to the duration of the leave time.

Section 5. Insurance

The teacher shall retain the right to medical insurance at the group rates at the teacher's expense provided arrangements can be made with the insurance company and no insurance with comparable rates is provided at any new place of employment.

Section 6. Written Application

Application for such leave shall be submitted in writing to the Human Resource office prior to February 1 of the school year preceding the leave. This date may be extended at the discretion of the School Board provided a suitable replacement can be found prior to the start of the new school year.

Section 7. Retirement Fund

The employee's contribution to the retirement fund will be based on the salary of the year preceding the leave and will be at a rate as prescribed in Section 354.42 of Minnesota Statutes. The employee's contribution will be computed by the District's business office and on an appropriate schedule of payments arranged so as to meet the legal deadlines. The computation and payment schedule will be sent by the District through certified mail to the teacher within thirty (30) days following the School Board's granting of the leave.

ARTICLE 41 PERSONAL LEAVE

Qualifications: Each full-time teacher and teachers teaching less than full-time but at least half-time, shall be eligible for a partial day of personal leave equivalent to the ratio that this employment bears to full-time employment.

Section 1. Personal Leave

At the beginning of every school year each teacher shall be credited with two (2) days to be used for the teacher's personal business. A teacher planning to use a personal leave day shall notify his/her principal, in writing, at least three days in advance, except in cases of emergency. A teacher may accumulate a maximum of five (5) personal leave days. Up to two (2) days of unused personal leave will be paid to the employee at retirement or termination of employment if available to that employee. Unused days in excess of the two (2) to be paid at retirement or termination are lost.

Limits

The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. Personal leave may be limited to five percent (5%) of staff per building on a first come, first served basis. In buildings with less than twenty (20) staff members, the maximum number may be one (1) on any given day. Personal leave days shall be deducted from sick leave.

ARTICLE 42
SABBATICAL LEAVE

Section 1. Purpose

There may be a sabbatical leave program for professional employees of the District. Sabbatical leave shall be a leave of absence involving compensation for the purpose of the professional advancement, which shall result in benefit to the District. The term "teacher", as used in this plan, shall be interpreted to include all certificated members of the instructional staff.

Section 2. Eligibility

In order to be eligible for sabbatical leave program, a teacher shall have served in the District for five (5) full school years since the teacher's initial date of employment with the District or the expiration of such teacher's last approved sabbatical leave.

Section 3. Procedure

A teacher desiring sabbatical leave shall make application using a form furnished by the Director of Human Resources which shall include a statement of educational qualifications, experience, and a detailed outline of the project for which leave is required.

Applications for leave during a fall semester shall be filed before February 1.

Applications for leave during a spring semester shall be filed before February 1.

Teachers shall be recommended for sabbatical leave to the School Board by the Superintendent.

Section 4. Selection

The District shall appropriate \$30,000 each year for sabbatical leaves. Any monies unspent in a fiscal year shall be accumulated and available for use in the succeeding year or years. Selection of those to be recommended to the Superintendent for sabbatical leave shall be made by a staff committee to be known as the Sabbatical
Leave

Committee. The Committee shall be composed of one (1) School Board member, an administrator appointed by the Superintendent, and five (5) classroom teachers selected by the teachers as a whole, two (2) from grades E-5, one (1) from grades 6-8, and one

(1) from grades 9-12, and one (1) from special education. The five (5) teacher appointees to this committee shall serve for three (3) years and may be reelected.

In making its selections of those to be recommended for sabbatical leave, the committee shall give primary consideration to the benefit, which will accrue to the District from such leave.

Upon receipt of the recommendation of the Superintendent, the School Board may grant or deny a particular leave request. As provided above, however, monies not spent on a leave application denied by the School Board shall be accumulated and be available in the succeeding year or years.

Section 5. Provisions of Leave

Sabbatical leave may be granted for study, travel, research, or other approved programs. (Details are to be worked out by the Sabbatical Leave Committee.)

Section 6. Terms of Leave

Sabbatical leave may be granted for a full school year or fractions thereof.

Section 7. Compensation

Teachers on sabbatical leave will be paid by the School Board at 66.7% of the salary schedule rate, which they would have received if they had remained on active duty and the insurance provided by the District shall be continued. The salary shall be paid in regular monthly installments during the school year on a ten-pay option or twelve-pay option at the discretion of the recipient. Teachers will be given credit toward salary increment while on sabbatical leave.

Section 8. Retention of Rights

A teacher on sabbatical leave shall retain all rights of tenure, progression on the salary scale, pension rights, and insurance rights, the same as though teaching during that period. Credits earned while on sabbatical leave shall count toward requirements for salary increments. Upon return to service, the teacher shall be reassigned to his/her former position, a position for which the teacher was retained.

Section 9. Obligation for Future Service

Teachers who are granted sabbatical leave shall pledge themselves to return and serve the District for a period of one (1) year. In case a teacher is unwilling to meet this obligation for service after sabbatical leave, he/she shall refund to the School Board the amount of compensation granted during the leave. This provision shall not apply when, upon proper medical certification, it is determined that the teacher is incapacitated for any further teaching.

Section 10. Net Cost

Net cost computation will be as follows: sabbatical cost shall be equal to teacher's sabbatical salary plus replacement teacher salary plus fringes for both, minus teacher's salary and fringes if not on sabbatical.

ARTICLE 43 LEAVE OF ABSENCE

Section 1. Provisions of Leave

Leaves of absence may be given for further study or other approved reasons. These have been for a maximum of one (1) year without pay.

The person on leave may not necessarily obtain the identical assignment upon her/his return. A teacher desiring a leave of absence should request it prior to February 1.

The School Board reserves the right to limit the number of leaves of this kind during any one (1) year period. Conditions of leave shall be stated at the time the leave is granted.

Career and Technical Education Teacher (CTE) may be granted a leave of absence to either gain work experience or a degree to become fully certified in their vocational area. The requirements for this certification have been established by the Minnesota Department of Education. In the case of the Industrial Education teacher, the leave may be for more than one (1) year. The Career and Technical Education Teacher (CTE) will be returned to his/her previous teaching position upon return from the leave.

Section 2. Written Notice of Return

A teacher planning to return from an unpaid leave of absence shall notify the District of this intention by February 15 prior to the desired return date. Failure to give the District written notice of this intention to return by said February 15 shall cancel the District's obligation to return the teacher to duty at the commencement of the following school year.

ARTICLE 44 CIVIC OBLIGATION LEAVE

Section 1. Jury Duty

Any teacher who is called to serve duty for a municipal, county, state, or federal court shall be provided leave with pay for each day of required jury duty service. The teacher shall notify the District of the dates of pending absence as soon as possible following notice of jury duty, but in no event later than one (1) week prior to commencing jury duty service. Expenses received for this service shall be retained by the teacher.

Section 2. Witness Obligation

Any teacher subpoenaed or otherwise required to provide testimony to any agency, commission, board, legislative committee, arbitrator, or court during the regular work day shall be provided leave with pay for each day, or part thereof, on which the teacher is required to be absent. The teacher shall notify the District of the date(s) of pending absence as soon as possible after the receipt of the subpoena or after having knowledge of the requirement to provide testimony or information, but in no event later than two

(2) days prior to the date(s) of absence. Pay and expenses received for this service shall be retained by the teacher. This leave shall not apply to cases or other proceedings in which the teacher or the exclusive representative takes a position opposed to that of the District.

ARTICLE 45 ABE/ECFE TEACHERS

Section 1. Statement

ABE and ECFE Community Education teachers as defined under Section I: Recognition are specifically excluded from all terms and conditions of the 2019-2021 Teacher's Master Contract except as contained in this article and/or the following articles of the 2019-2021 Teachers' Master Contract as included:

Article 2: Definitions
Article 3: Successor Negotiations
Article 4: Employee Rights and Obligations
Article 5: Employers Rights and Obligations
Article 7: Master Contract Execution
Article 8: Publication of the Agreement
Article 9: Conformity to Law
Article 10: Grievance Procedure
Article 11: Contract Grievance
Article 12: Policy " Meet and Confer" Sessions
Article 18: Teacher Reprimands and Discipline
Article 19: Personnel Files
Article 20: Teacher Evaluation
Article 21: Peer Review
Article 22: Licensure
Article 24: Outside Experience
Article 25: Credit of Experience for Part Time Personnel
Article 30: Credit Union Payroll Deduction
Article 33: Travel Reimbursement
Article 39: Parental Leave
Article 43: Leave of Absence
Article 44: Civic Obligation Leave

Section 2. Recognition

It is agreed that persons primarily employed by the District in the positions of ECFE Teachers or in the positions of ABE Teachers who are not primarily employed by other school districts shall be included in the Teacher's bargaining unit except those who devote more than 50% of time to administrative or supervisory duties. Teachers already employed by the district under the Teacher's contract will be paid hourly for any hours worked for ABE/ECFE but shall otherwise come under all provisions of the Teacher's

contract now in effect for them.

Section 3. Duty Year/Duty Day/Assignment

The duty days, hours and assignments for ABE/ECFE teachers shall be established from September 1st through August 31st of the relevant contract year. The duty day, duty week and duty year shall be assigned by the District, with input from representatives of the ABE/ECFE staff, and modified based upon the needs of the program and budgetary considerations.

Section 4. Probationary Period

The probationary period shall be three (3) school years of continuous service. Upon completion of the probationary period, a teacher may be disciplined only for just cause according to the provisions of Article 18: Teacher Reprimands and Discipline. ABE/ECFE Teachers are not subject to continuing contract laws as set forth in MN Statute 122A.40.

Section 5. Seniority

ABE and ECFE teachers shall have seniority based upon date of hire into the district as a teacher. There shall be a separate seniority list for ABE Teachers consisting of only ABE teachers and a separate seniority list of ECFE Teachers consisting of only ECFE Teachers. ABE and ECFE seniority lists shall be separate and apart from any seniority list for all other teachers covered under the Teachers' Master Contract, with no bumping or recall rights among the groups.

- a. It shall be the responsibility of each teacher to have any additions or changes of licensure to Human Resources by September 1 of each year.
- b. The original seniority list shall be posted in each school and the Administration Building by September 30. Such seniority list, unless challenged by October 25, shall be final and shall become the official seniority list for the year. After the challenge period, and after any needed corrections have been made, a copy of such official seniority list shall be sent to the President of the Exclusive Representative annually.

Each teacher covered by this policy shall be issued a number representing her/his placement on the seniority list with the highest number having the least seniority. The list will be renumbered each year beginning with the most senior teacher being number one (1). Once prepared, the final list becomes official; it shall be furnished to the Exclusive Representative by November 1 of that year.

When it is necessary to eliminate positions, the reduction shall be in order of seniority, with the least senior teacher being laid off first by program for ABE and ABE-ESL, and by licensure for Parent Education and Early Childhood

Section 6 Basic Compensation

ABE/ECFE Teachers shall be compensated at the calculated hourly rate of BA (0), steps 0-12 of Appendix F of the Teacher's Master Agreement.

Step placement for teachers new to the contract will be made based on relevant teaching experience.

A teacher who completes an approved Master's Program per Article 26, Section 1, will receive a one-time stipend of \$1500 upon completion. The stipend will be paid on the regularly scheduled pay day in the month immediately following submission of the official transcripts to the Human Resources office.

Substitute Compensation

Any teacher assigned by the principal/supervisor to use preparation time to supervise or conduct a class for an absent teacher shall be compensated at the teacher's current rate of pay.

Section 7. Preparation Time

Preparation time for teachers shall be five (5) minutes for every twenty-five (25) minutes of instruction time. Preparation time may be taken at a time mutually agreed upon by the teacher and the supervisor.

Section 8. Sick Leave

- A. Sick leave shall be earned at the rate of one (1) hour for every twelve (12) hours worked. A maximum of four hundred twenty (420) hours may be accumulated. Once four hundred and twenty (420) hours have been accumulated they will be renewed each year.
- B. Sick leave may be taken for personal illness, or when it becomes necessary to be absent from work in order to provide care for a spouse or child. Leave will be granted as defined by Minnesota Statute Section 181.9413 and/or federal law, provided the teacher has unused sick leave available at the time of absence.
- C. The District may require a doctor's statement showing proof of illness for either the teacher, spouse or the child as specified in the current Teachers contract, Article 38 Section 2, subd.1.
- D. Bereavement - Based upon the amount of accumulated sick leave up to 5 consecutive days based on the teachers' assigned day of paid time off per incident shall be allowed for the death in the teacher's immediate family. Up to three consecutive days of paid time off per the teacher's assigned day per incident shall be allowed for death in the teacher's extended family. One day of paid time of the teacher's assigned day for the funeral of a friend shall be allowed if it falls on a scheduled workday.

"Immediate Family" is defined as the teacher's spouse, child, parent, sibling, father-in-law, mother-in-law, son-in-law, and daughter-in-law. "Extended Family" is defined as the teacher's brother-in-law, sister-in-law, grandparents, grandparents-in-law, aunts, uncle, nieces, nephews and grandchildren.

- E. Personal Leave - Based upon the amount of accumulated sick leave and the teacher's assigned day up to two workdays of personal leave may be used for the teacher's personal business. A teacher may accumulate a maximum of five (5) personal leave days.
- F. Personal Emergency – Up to 4 days of paid time off per incident will be allowed for emergencies. An emergency will be defined as a crisis over which the individual has no control, and cannot be attended to during non-school hours. The employee will be required to state the reason for the leave. The Superintendent or his/her designee will decide whether or not the leave is approved. The decision will not be subject to the grievance process.

Section 9. Insurance

- A. Group Health Insurance shall be available for teachers working .75 FTE. The District shall contribute \$100 per month toward the cost of a district health insurance plan of the teacher's choice. In the event that the employee chooses not to elect group health insurance coverage, the \$100 per month shall be deposited in the employee's H.R.A account.
- B. Life Insurance shall be available under the provisions of Article 34, Section 3 Group Life for teachers working .75 FTE (960 hours).
- C. Cancer/Intensive Care Insurance shall be made available under the provisions of the carrier at employee expense for those teachers working .75 FTE (960 hours).
- D. LTD Insurance shall be paid for teachers working .75 FTE (960 hours).

Section 10. Association Leave

Association leave taken within the provisions of Article 37 shall be put on a timesheet for payment, if available.

Section 11. Student Teacher Supervision

Currently colleges do not reimburse or pay a fee to the district for student teachers for ABE/ECFE. Therefore, there is no reimbursement for voluntary supervision of these teachers. Any future reimbursements will be passed through to supervising teachers.

Section 12. Deferred Annuity Match

Those teachers working at .5 FTE (640 hours) or more per year will be eligible for the 403 (b) match as specified under Article 36, Section 6 Matching program in the current teacher's contract.

APPENDIX A

Individual Teacher Contract

APPENDIX B

Extended Contract and Extra-Assignment
Pay Schedule

APPENDIX C

Extra-Curricular Salary Schedule

APPENDIX D

Extra-Curricular Pay Schedule Percentage

APPENDIX E

Salary Leave Conversion

APPENDIX F

Salary Schedules

APPENDIX G

Teacher Transfer Procedures

APPENDIX H

Peer Review Agreement

APPENDIX I

Compensatory Personal Leave

TEACHER CONTRACT

The School Board of Independent School District No. 152 of the state of Minnesota, Moorhead, Minnesota at a meeting held on the _____ day of _____, _____ enters into this agreement, pursuant to M.S. 122A.40 as amended with _____ a legally qualified and certificated teacher who agrees to teach in the public schools of said district as a _____ for the school year _____.

The following provisions shall apply and are a part of this contract:

1. Basic Services: Said teacher shall faithfully perform the teaching and non-teaching duties as prescribed for the position above designated, and any other such duties as required by emergency conditions.
2. Duration: This contract is subject to the provisions of M.S. 122A.40 as amended and to all laws of the State of Minnesota relevant to qualifications, certifications, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the School Board and the teacher or unless terminated as provided by law, or by written resignation prior to April 1, of each year.
3. Calendar: School year and vacation days shall be those named on the School calendar as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. In the event of school closing for any emergency, the teacher agrees to teach on such days as the School Board shall determine in lieu of such normal school days canceled because of said emergency, within the school year limits as defined by the Master Contract.
4. Additional Services: The School Board, or its designated representative, may assign the teacher to extra-curricular or co-curricular assignments subject to established compensation for such services as are entered in Paragraph 5 at the time this contract is executed. Such extra-curricular or co-curricular assignments (are - are not) part of the continuing contract rights of the parties.
5. Special Provisions:
In consideration thereof, the School Board agrees to pay said teacher the following annual salary: \$ _____ for basic services: \$ _____ for any additional services which amounts shall be paid as authorized or in such installments during the term of the school year as may be determined by appropriate regulation.

Total Salary \$ _____ exclusive of fringe benefits.

IN WITNESS THEREOF we have subscribed our signature this _____ day of _____.

This is a probationary contract in accordance with existing Minnesota State Law.

Teacher

Chairperson

Clerk

APPENDIX B

2019-2021 Teachers Contract
EXTENDED CONTRACT AND EXTRA ASSIGNMENT PAY SCHEDULE

| <u>Position</u> | <u>Weeks</u> | <u>2019-2021</u> |
|--|--------------|------------------|
| Counselor – High School | 3 | 4363 |
| Counselor – Middle School | 2 | 2909 |
| Counselor – Elementary | 1 | 1454 |
| Media Specialists | 1 | 1454 |
| FCS – High School | 1.5 | 2181 |
| Industrial Tech- High School | 2 | 2909 |
| Summer School Staff hired prior to 7/1/2007 | Per Hour | 40.00 |
| Summer School Staff hired after 7/1/2007 | Per Hour | 36.00 |
| School Nurse | 2 | 2909 |
| WCEP Coordinator | 4 | 5837 |
| Driver’s Education Instructor | Per Hour | 26.68 |
| Curriculum Study (Day) | 5 Hour Day | 160.00 |
| Curriculum Study (Hour) | Per Hour | 32.00 |
| Third Party Billing | | |
| Fall Semester | | 600 |
| Spring Semester | | 600 |
| Summer | | 120 |
| Continuing Education Chair (if a unit member) | | 527.87 |

Level Designation - Criteria for Determining Level Placement

1. Size of department (# of teachers)
2. Equipment responsibilities
3. Supply responsibilities
4. Job descriptions (duties)
5. Time commitment

Level I: Department Chair

Grade Level

2019-2021

| | | |
|-----------------|------|------|
| English | 9-12 | 4090 |
| Math | 9-12 | |
| Science | 9-12 | |
| Social Studies | 9-12 | |
| Speech/Language | 9-12 | |

| | | |
|-----------------------------------|--------------------|------------------|
| <u>Level II: Department Chair</u> | <u>Grade Level</u> | <u>2019-2021</u> |
| Industrial Tech | 6-12 | 2387 |
| Business | 6-12 | |
| Special Ed | 9-12 | |
| EL | K-12 | |

| | | |
|------------------------------------|--------------------|------------------|
| <u>Level III: Department Chair</u> | <u>Grade Level</u> | <u>2019-2021</u> |
| Counselor | 9-12 | 1703 |
| Art | 9-12 | |
| Music | 9-12 | |
| Physical Education | 9-12 | |
| World Language | 9-12 | |
| Consumer Family Science | 9-12 | |

| | | |
|-----------------------------------|--------------------|------------------|
| <u>Level IV: Department Chair</u> | <u>Grade Level</u> | <u>2019-2021</u> |
| Health | 9-12 | 887 |
| Art | 7-8 | |
| Music | 7-8 | |
| Physical Education | 7-8 | |
| Special Ed | 7-8 | |
| Counselor | 7-8 | |
| Reading | 7-8 | |
| Math | 7-8 | |
| Science | 7-8 | |
| English | 7-8 | |
| Social Studies | 7-8 | |
| Team Leaders | 7-8 | |
| World Language | 7-8 | |
| Consumer Family Science | 7-8 | |
| Kindergarten | K-6 | |
| Grade 1 | K-6 | |
| Grade 2 | K-6 | |
| Grade 3 | K-6 | |
| Grade 4 | K-6 | |

| | |
|-----------------------------------|-----|
| Grade 5 | K-6 |
| Grade 6 | K-6 |
| Art | K-6 |
| Music | K-6 |
| Physical Education | K-6 |
| School Psychologist/Social Worker | K-6 |

EXTRA CURRICULAR SALARY SCHEDULE

APPENDIX C

Independent School District #152, Moorhead, MN 56560

1. One (1) step will be given on the salary schedule for each year of coaching experience in the sport or activity coached.
2. One-half (1/2) year credit will be given for coaching in another sport or activity.
3. A new coach or advisor coming into the system will be given one (1) step on the salary schedule for each year of coaching experience up to seven (7) years.
4. Some of the factors considered when arriving at the percentages are: length of season, number of students, liability, spectator interest (pressure), equipment, and preparation time.

2019-2020 EXTRACURRICULAR SALARY SCHEDULE

| Step | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Rate | 43,200 | 44,502 | 45,801 | 47,114 | 48,414 | 49,714 | 51,015 | 52,328 | 53,627 | 54,929 | 56,149 | 57,540 | 60,679 | 61,979 |
| 0.013 | 562 | 579 | 595 | 612 | 629 | 646 | 663 | 680 | 697 | 714 | 730 | 748 | 789 | 806 |
| 0.015 | 648 | 668 | 687 | 707 | 726 | 746 | 765 | 785 | 804 | 824 | 842 | 863 | 910 | 930 |
| 0.02 | 864 | 890 | 916 | 942 | 968 | 994 | 1,020 | 1,047 | 1,073 | 1,099 | 1,123 | 1,151 | 1,214 | 1,240 |
| 0.025 | 1,080 | 1,113 | 1,145 | 1,178 | 1,210 | 1,243 | 1,275 | 1,308 | 1,341 | 1,373 | 1,404 | 1,439 | 1,517 | 1,549 |
| 0.03 | 1,296 | 1,335 | 1,374 | 1,413 | 1,452 | 1,491 | 1,530 | 1,570 | 1,609 | 1,648 | 1,684 | 1,726 | 1,820 | 1,859 |
| 0.035 | 1,512 | 1,558 | 1,603 | 1,649 | 1,694 | 1,740 | 1,786 | 1,831 | 1,877 | 1,923 | 1,965 | 2,014 | 2,124 | 2,169 |
| 0.04 | 1,728 | 1,780 | 1,832 | 1,885 | 1,937 | 1,989 | 2,041 | 2,093 | 2,145 | 2,197 | 2,246 | 2,302 | 2,427 | 2,479 |
| 0.045 | 1,944 | 2,003 | 2,061 | 2,120 | 2,179 | 2,237 | 2,296 | 2,355 | 2,413 | 2,472 | 2,527 | 2,589 | 2,731 | 2,789 |
| 0.05 | 2,160 | 2,225 | 2,290 | 2,356 | 2,421 | 2,486 | 2,551 | 2,616 | 2,681 | 2,746 | 2,807 | 2,877 | 3,034 | 3,099 |
| 0.06 | 2,592 | 2,670 | 2,748 | 2,827 | 2,905 | 2,983 | 3,061 | 3,140 | 3,218 | 3,296 | 3,369 | 3,452 | 3,641 | 3,719 |
| 0.065 | 2,808 | 2,893 | 2,977 | 3,062 | 3,147 | 3,231 | 3,316 | 3,401 | 3,486 | 3,570 | 3,650 | 3,740 | 3,944 | 4,029 |
| 0.07 | 3,024 | 3,115 | 3,206 | 3,298 | 3,389 | 3,480 | 3,571 | 3,663 | 3,754 | 3,845 | 3,930 | 4,028 | 4,248 | 4,339 |
| 0.075 | 3,240 | 3,338 | 3,435 | 3,534 | 3,631 | 3,729 | 3,826 | 3,925 | 4,022 | 4,120 | 4,211 | 4,316 | 4,551 | 4,648 |
| 0.08 | 3,456 | 3,560 | 3,664 | 3,769 | 3,873 | 3,977 | 4,081 | 4,186 | 4,290 | 4,394 | 4,492 | 4,603 | 4,854 | 4,958 |
| 0.09 | 3,888 | 4,005 | 4,122 | 4,240 | 4,357 | 4,474 | 4,591 | 4,710 | 4,826 | 4,944 | 5,053 | 5,179 | 5,461 | 5,578 |
| 0.1 | 4,320 | 4,450 | 4,580 | 4,711 | 4,841 | 4,971 | 5,102 | 5,233 | 5,363 | 5,493 | 5,615 | 5,754 | 6,068 | 6,198 |

| | | | | | | | | | | | | | | |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 0.11 | 4,752 | 4,895 | 5,038 | 5,183 | 5,326 | 5,469 | 5,612 | 5,756 | 5,899 | 6,042 | 6,176 | 6,329 | 6,675 | 6,818 |
| 0.12 | 5,184 | 5,340 | 5,496 | 5,654 | 5,810 | 5,966 | 6,122 | 6,279 | 6,435 | 6,591 | 6,738 | 6,905 | 7,281 | 7,437 |
| 0.14 | 6,048 | 6,230 | 6,412 | 6,596 | 6,778 | 6,960 | 7,142 | 7,326 | 7,508 | 7,690 | 7,861 | 8,056 | 8,495 | 8,677 |
| 0.15 | 6,480 | 6,675 | 6,870 | 7,067 | 7,262 | 7,457 | 7,652 | 7,849 | 8,044 | 8,239 | 8,422 | 8,631 | 9,102 | 9,297 |

2020-2021 EXTRACURRICULAR SALARY SCHEDULE

| Step | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Rate | 44,064 | 45,392 | 46,717 | 48,056 | 49,383 | 50,708 | 52,036 | 53,375 | 54,699 | 56,028 | 57,272 | 58,691 | 61,892 | 63,217 |
| 0.013 | 573 | 590 | 607 | 625 | 642 | 659 | 676 | 694 | 711 | 728 | 745 | 763 | 805 | 822 |
| 0.015 | 661 | 681 | 701 | 721 | 741 | 761 | 781 | 801 | 820 | 840 | 859 | 880 | 928 | 948 |
| 0.02 | 881 | 908 | 934 | 961 | 988 | 1,014 | 1,041 | 1,068 | 1,094 | 1,121 | 1,145 | 1,174 | 1,238 | 1,264 |
| 0.025 | 1,102 | 1,135 | 1,168 | 1,201 | 1,235 | 1,268 | 1,301 | 1,334 | 1,367 | 1,401 | 1,432 | 1,467 | 1,547 | 1,580 |
| 0.03 | 1,322 | 1,362 | 1,402 | 1,442 | 1,481 | 1,521 | 1,561 | 1,601 | 1,641 | 1,681 | 1,718 | 1,761 | 1,857 | 1,897 |
| 0.035 | 1,542 | 1,589 | 1,635 | 1,682 | 1,728 | 1,775 | 1,821 | 1,868 | 1,914 | 1,961 | 2,005 | 2,054 | 2,166 | 2,213 |
| 0.04 | 1,763 | 1,816 | 1,869 | 1,922 | 1,975 | 2,028 | 2,081 | 2,135 | 2,188 | 2,241 | 2,291 | 2,348 | 2,476 | 2,529 |
| 0.045 | 1,983 | 2,043 | 2,102 | 2,163 | 2,222 | 2,282 | 2,342 | 2,402 | 2,461 | 2,521 | 2,577 | 2,641 | 2,785 | 2,845 |
| 0.05 | 2,203 | 2,270 | 2,336 | 2,403 | 2,469 | 2,535 | 2,602 | 2,669 | 2,735 | 2,801 | 2,864 | 2,935 | 3,095 | 3,161 |
| 0.06 | 2,644 | 2,724 | 2,803 | 2,883 | 2,963 | 3,042 | 3,122 | 3,203 | 3,282 | 3,362 | 3,436 | 3,521 | 3,714 | 3,793 |
| 0.065 | 2,864 | 2,950 | 3,037 | 3,124 | 3,210 | 3,296 | 3,382 | 3,469 | 3,555 | 3,642 | 3,723 | 3,815 | 4,023 | 4,109 |
| 0.07 | 3,084 | 3,177 | 3,270 | 3,364 | 3,457 | 3,550 | 3,643 | 3,736 | 3,829 | 3,922 | 4,009 | 4,108 | 4,332 | 4,425 |
| 0.075 | 3,305 | 3,404 | 3,504 | 3,604 | 3,704 | 3,803 | 3,903 | 4,003 | 4,102 | 4,202 | 4,295 | 4,402 | 4,642 | 4,741 |
| 0.08 | 3,525 | 3,631 | 3,737 | 3,844 | 3,951 | 4,057 | 4,163 | 4,270 | 4,376 | 4,482 | 4,582 | 4,695 | 4,951 | 5,057 |
| 0.09 | 3,966 | 4,085 | 4,205 | 4,325 | 4,444 | 4,564 | 4,683 | 4,804 | 4,923 | 5,043 | 5,154 | 5,282 | 5,570 | 5,690 |
| 0.1 | 4,406 | 4,539 | 4,672 | 4,806 | 4,938 | 5,071 | 5,204 | 5,338 | 5,470 | 5,603 | 5,727 | 5,869 | 6,189 | 6,322 |
| 0.11 | 4,847 | 4,993 | 5,139 | 5,286 | 5,432 | 5,578 | 5,724 | 5,871 | 6,017 | 6,163 | 6,300 | 6,456 | 6,808 | 6,954 |
| 0.12 | 5,288 | 5,447 | 5,606 | 5,767 | 5,926 | 6,085 | 6,244 | 6,405 | 6,564 | 6,723 | 6,873 | 7,043 | 7,427 | 7,586 |

| | | | | | | | | | | | | | | |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 0.14 | 6,169 | 6,355 | 6,540 | 6,728 | 6,914 | 7,099 | 7,285 | 7,473 | 7,658 | 7,844 | 8,018 | 8,217 | 8,665 | 8,850 |
| 0.15 | 6,610 | 6,809 | 7,008 | 7,208 | 7,407 | 7,606 | 7,805 | 8,006 | 8,205 | 8,404 | 8,591 | 8,804 | 9,284 | 9,483 |

EXTRA CURRICULAR PAY SCHEDULE

APPENDIX D

| Position | % | Position | % |
|-------------------------------------|-----|-----------------------------------|-----------|
| Adapted Bowling (Girls/Boys) | | Nordic Skiing (Girls/Boys) | |
| Head Senior | .08 | Head Senior | .10 |
| Assistant Senior | .06 | Assistant Senior | .07 |
| Baseball (Boys) | | Pep Club Advisor | .06 |
| Head Senior | .10 | Pool Director | .04 |
| Assistant Senior | .08 | Soccer (Girls/Boys) | |
| 9 th Grade | .07 | Head Senior | .10 |
| Basketball (Girls/Boys) | | Assistant Senior | .08 |
| Head Senior | .12 | 9 th Grade | .07 |
| Assistant Senior | .10 | Softball (Girls) | |
| Sophomore | .08 | Head Senior | .10 |
| 9 th Grade | .07 | Assistant Senior | .08 |
| 7/8 th Grade | .05 | 9 th Grade | .07 |
| Coordinator (Middle School) | .03 | Speed/Strength Coordinator | |
| Clay Target (Girls/Boys) | | Senior (Fall) | .04 |
| Head Senior | .40 | Senior (Winter) | .05 |
| Assistant Senior | .30 | Senior (Spring) | .04 |
| Dance Team (Girls) | | Senior (Summer) | Fee based |
| Head Senior | .08 | Middle School | .08 |
| Assistant Senior | .06 | Swimming (Girls/Boys) | |
| Cross Country (Girls/Boys) | | Head Senior | .10 |
| Head Senior | .1 | Assistant Senior | .08 |
| Assistant Senior | .08 | Tennis (Girls/Boys) | |
| Assistant Senior/Middle | .06 | Head Senior | .08 |
| Middle School | .05 | Assistant Senior | .06 |
| Diving (Girls/Boys) | | 7/8 th Grade | .05 |
| Coach | .07 | Track (Girls/Boys) | |
| Football (Boys) | | Head Senior | .10 |
| Head Senior | .12 | Assistant Senior | .08 |
| Assistant Senior | .10 | 9 th Grade | .07 |
| Sophomore | .08 | 7/8 th Grade | .05 |
| 9 th Grade | .07 | Volleyball (Girls) | |
| 7/8 th Grade | .05 | Head Senior | .10 |

| | | | |
|---------------------------------|-------------------------|--|----------|
| Golf (Girls/Boys) | | Assistant Senior | .08 |
| | Head Senior | Sophomore | .08 |
| | Assistant Senior | 9 th Grade | .06 |
| | 7/8 th Grade | 7/8 th Grade | .05 |
| Gymnastics (Girls) | | Wrestling | |
| | Head Senior | Head Senior | .11 |
| | Assistant Senior | Assistant Senior | .09 |
| Hockey (Girls/Boys) | | Sophomore | .08 |
| | Head Senior | 7/8 th Grade | .05 |
| | Assistant Senior | | |
| Intramural | | If a sport is determined to by the district to be co-ed, 40% will be added to the salary | |
| | Senior | | .03 |
| | Junior | | .03 |
| | Lacrosse (Girls/Boys) | | |
| | Head Senior | | .08 |
| | Assistant Senior | | .06 |
| Position | % | Position | % |
| District Activities | | Senior High Activities | |
| | Destination Imagination | Band (Marching) | .05 |
| | | Band (Marching Asst.) | .03 |
| Elementary Activities | | Band (Jazz) | .07 |
| | Drama | Band (Pep) | .09 |
| | Student Council | BPA/DECA | .04 |
| | School Patrol (Head) | Choir | .09 |
| | School Patrol (Asst) | Debate | .05 |
| Middle School Activities | | Knowledge Bowl | .10 |
| | Art Club | Knowledge Bowl (Asst) | .07 |
| | Chamber Orchestra | Math | .05 |
| | Honor Choir | Musical (Fall) | .10 |
| | Honor Band | Newspaper (SPUD) | .10 |
| | Jazz Band | Orchestra (Apollo Strings) | .09 |
| | Knowledge Bowl | Play (One-Act) | .025 |
| | Math League | Play (Spring) | .05 |
| | Memory Book | Robotics | .03 |
| | Middle School Play | Science Club | .025 |
| | Newspaper | Skills USA | .06 |
| | Photo Club | Speech (Head) | .10 |
| | Robotics | Speech (Asst) | .07 |
| | Science Challenge Team | Student Council | .14 |
| | Student Council | Yearbook (Cho-Kio) | .10 |
| | | | |

The Teachers' Master Contract in Article 26: Salary Lane Qualifications, changes salary lane from a quarter to a semester basis. In making this change, there is a need to list equivalent salary lanes to avoid confusion. The conversion chart lists the salary lane under the old quarter system first, then its equivalent salary lane under the new semester system:

(Old) Salary Lane Quarter System

(New) Salary Lane Semester System

| | | |
|-------|--------|-------|
| BA | Equals | BA |
| BA+15 | Equals | BA+10 |
| BA+30 | Equals | BA+20 |
| BA+45 | Equals | BA+30 |
| MA | Equals | MA |
| MA+15 | Equals | MA+10 |
| MA+30 | Equals | MA+20 |
| MA+45 | Equals | MA+30 |

The conversion formula is also listed under Article 26, Section 8 of the new contract.

2019-2020 SALARY SCHEDULE**APPENDIX F**

| STEP | BA | BA+10 | BA+20 | BA+30 | MA | MA+10 | MA+20 | MA+30 |
|------|--------|--------|--------|--------|--------|--------|--------|--------|
| 0 | 40,405 | 41,804 | 43,200 | 44,598 | 45,996 | 47,855 | 49,714 | 51,573 |
| 1 | 41,585 | 43,043 | 44,502 | 45,960 | 47,417 | 49,374 | 51,319 | 53,262 |
| 2 | 42,750 | 44,282 | 45,801 | 47,333 | 48,852 | 50,882 | 52,923 | 54,954 |
| 3 | 43,930 | 45,523 | 47,114 | 48,693 | 50,286 | 52,400 | 54,528 | 56,643 |
| 4 | 45,108 | 46,761 | 48,414 | 50,067 | 51,720 | 53,920 | 56,132 | 58,332 |
| 5 | 46,288 | 48,001 | 49,714 | 51,427 | 53,154 | 55,438 | 57,725 | 60,020 |
| 6 | 47,454 | 49,241 | 51,015 | 52,802 | 54,589 | 56,959 | 59,328 | 61,709 |
| 7 | 48,634 | 50,481 | 52,328 | 54,175 | 56,010 | 58,478 | 60,932 | 63,399 |
| 8 | 49,812 | 51,720 | 53,627 | 55,535 | 57,443 | 59,996 | 62,536 | 65,167 |
| 9 | 50,991 | 52,959 | 54,929 | 56,910 | 58,878 | 61,515 | 64,140 | 66,765 |
| 10 | 52,158 | 54,199 | 56,149 | 58,271 | 60,313 | 63,022 | 65,744 | 68,454 |
| 11 | 53,335 | 55,438 | 57,540 | 59,643 | 61,746 | 64,542 | 67,350 | 70,143 |
| 12 | 56,351 | 58,514 | 60,679 | 62,840 | 65,005 | 67,896 | 70,789 | 73,668 |
| 13 | | | | 67,220 | 69,496 | 72,732 | 75,764 | 79,805 |

2020-2021 SALARY SCHEDULE

| STEP | BA | BA+10 | BA+20 | BA+30 | MA | MA+10 | MA+20 | MA+30 |
|------|--------|--------|--------|--------|--------|--------|--------|--------|
| 0 | 41,213 | 42,640 | 44,064 | 45,490 | 46,916 | 48,812 | 50,708 | 52,605 |
| 1 | 42,417 | 43,904 | 45,392 | 46,879 | 48,365 | 50,362 | 52,346 | 54,328 |
| 2 | 43,605 | 45,168 | 46,717 | 48,280 | 49,829 | 51,899 | 53,981 | 56,053 |
| 3 | 44,809 | 46,433 | 48,056 | 49,667 | 51,292 | 53,448 | 55,619 | 57,775 |
| 4 | 46,011 | 47,696 | 49,383 | 51,068 | 52,755 | 54,999 | 57,254 | 59,498 |
| 5 | 47,213 | 48,961 | 50,708 | 52,456 | 54,217 | 56,547 | 58,879 | 61,220 |
| 6 | 48,404 | 50,225 | 52,036 | 53,858 | 55,681 | 58,098 | 60,515 | 62,943 |
| 7 | 49,606 | 51,490 | 53,375 | 55,259 | 57,130 | 59,647 | 62,150 | 64,667 |
| 8 | 50,808 | 52,755 | 54,699 | 56,646 | 58,592 | 61,196 | 63,787 | 66,470 |
| 9 | 52,011 | 54,019 | 56,028 | 58,048 | 60,056 | 62,745 | 65,422 | 68,100 |
| 10 | 53,201 | 55,283 | 57,272 | 59,436 | 61,519 | 64,282 | 67,059 | 69,823 |
| 11 | 54,401 | 56,547 | 58,691 | 60,836 | 62,981 | 65,832 | 68,697 | 71,546 |
| 12 | 57,478 | 59,685 | 61,892 | 64,097 | 66,305 | 69,254 | 72,205 | 75,142 |
| 13 | | | | 68,564 | 70,886 | 74,187 | 77,279 | 81,401 |

Teachers will be given an opportunity to apply for positions declared vacant by administrative notification of the vacancy. (See Article 5, Sec. 2, Posting of Vacancies.) An interested teacher is expected to register interest in the position promptly completing an on-line application through the district application system. A teacher who wishes to be considered for transfer, should an opening occur between June 1 and August 31, may submit a transfer request before May 1. Should a vacancy occur, this request will be considered until September 1.

At a reasonable time following the declaration of a vacant position, the administration will confer with interested parties such as the teacher, principals involved, or supervisors. Other teachers who are qualified and certified will also be considered. After conferring, a decision will be reached and a report of that decision furnished to the teachers expressing interest.

In cases where transfer is necessary because of District demand, and becomes involuntary, the above steps will be employed, but the teacher involved will be given opportunity to relate personal wishes and arguments before the transfer is effected.

Teacher transfer or assignment to another school in the School District is a managerial responsibility and nothing contained in this policy can be construed to restrict management from exercising options, which, in its opinion, appear to be in the best interest of the students, teacher and the School District.

PEER REVIEW AGREEMENT
BETWEEN
EDUCATION MOORHEAD
and
INDEPENDENT SCHOOL DISTRICT NO. 152

INTRODUCTION:

Minnesota Statutes, Section 122A.40, Subdivision 6, provide that a school board and an exclusive representative of the teachers shall develop a peer review process for probationary and continuing contract teachers through joint agreement. This Letter of Agreement is intended by the parties to fulfill the statutory peer review requirements.

PURPOSE AND PHILOSOPHY:

The primary mission and goal of the School District is to educate students. The purpose of peer review is to improve instruction to students by providing additional opportunities for growth for teachers. Teachers have a professional right and responsibility to each other for promotion of professional growth of teachers.

SCOPE:

The peer review process set forth herein shall be applicable to both continuing contract and probationary teachers. The process and results of peer review shall not be utilized concerning judgments and decisions regarding tenure, discipline, discharge, termination and related matters, which shall remain as, evaluated with the authority and discretion of the School Board and administration, subject to applicable laws, regulations, School Board policies and collective bargaining agreements. The peer review process encompasses the process of peer mentorship and peer coaching. No records of the specific contents and/or results of individual peer review processes; experiences and/or projects shall be maintained by the Board, administration or designees thereof. Therefore, the process of peer review is a private activity between the persons working in a peer review experience and/or project. The peer review process is a formative process and in no case may it form the basis for any disciplinary action nor judge the competency of a teacher.

SITE-BASED PEER REVIEW:

The site-based building leadership team shall have the responsibility for coordinating the peer review program at each site. The responsibilities of the site-based building leadership team in relation to the peer review activities shall include the following:

1. Coordinate the opportunities for teachers at each building to participate in peer review activities.
2. Generally, oversee the peer review program in its site.
3. Allocate available site resources for peer review activities.
4. Communicate information about the peer review program to teachers and administrators at the building site by October 1.
5. Document each teacher's biannual participation in the peer review program, utilizing a district-wide standardization form.

PEER REVIEW AGREEMENT

PEER REVIEW ACTIVITIES:

Peer Review activities, which may be implemented at the site, include, but are not limited to, the following:

1. Paired Peer Review for Teachers. Staff members link up two-by-two, each pair working together throughout the year as a mini-team, doing joint planning, observing one another's classes, reflecting, sharing insights, and translating ideas into future lessons. Note: This model can be as simple as two (2) people working out their own plans or it could involve planned workshop participation in which specific instructional behaviors which are research-based are brought into the review process by the paired individuals.
2. Teamed Peer Review of Teachers. Teachers in teams of three or more, each team working together throughout the year as a mini-team, doing joint planning, observing one another's classes, reflecting, sharing insights, and translating ideas into future lessons. Note: This model can be as simple as the team working out their own plans or it could involve planned workshop participation in which specific instructional behaviors, which are research-based, are brought into the team preview process.
3. Building Leadership Team. The building leadership team serves in a consultative capacity. Teachers are reviewed by representatives of the building leadership team who share feedback with the individual teacher. The building leadership team could be selected and/or trained in defined areas of expertise (i.e. classroom management, cooperative learning, etc.).
4. Teacher Peer Review. The building leadership team assigns an individual to work with a teacher. Peer reviewer identifies strengths and areas for improvement with the teacher.
5. Videotape Review of Classroom Performance. A teacher submits videotape for review by another teacher. Strengths and areas of improvement are shared with the teacher.
6. Professional Portfolio Review. A teacher prepares a professional portfolio for review by another teacher. Portfolios may contain such things as newsletters to parents, log of staff development activities, student evaluations, student work, instructional materials designed by teachers, lesson plans and personal development plans.
7. Team Teacher Review. Teacher participates in team teaching and reviews strengths and areas for improvement with partner in team.
8. Collegial Study Groups for Teachers. Teachers identify current educational topics for study and lead discussion groups of teachers who select topic(s) of interest. Groups meet once a month or so.

1. A teacher who is requested by a principal to substitute for a colleague during regularly scheduled preparation time may:
 - a. earn compensatory personal leave, or
 - b. receive compensation per Article 17, Individual Teacher Contracts.

2. A teacher must identify whether they choose to receive compensation or earn compensatory personal leave for each month by the last working day of the month, which the substitute time occurred. If a preference is not identified, the substitute time will be paid per Article 17, Individual Teacher Contracts.

3. Compensatory Leave will be accrued at the following rate:

| | Rate | Time |
|---------------|-------------|-----------|
| K-6 Prep Time | BA10 Step 4 | 1 Hour |
| Skinny | BA10 Step 4 | 1 Hour |
| Block | BA10 Step 4 | 1.5 Hours |

4. A teacher is limited to earning two days of compensatory personal leave time per school year. Earned compensatory personal leave days must be taken:
 - a. in full day increments, and
 - b. prior to May 25 within the school year earned

5. Compensatory personal leave time shall be in addition to any other paid personal leave and will require approval per Article 41, Personal Leave.

6. Utilization of compensatory personal leave time is subject to the same teachers’ master agreement provisions and/or school board policies, rules, regulations and procedures as any other personal leave.

7. In the event a substitute teacher is not available to fill the absence of an teacher, and through initiation of the principal, students are placed into other classrooms, those teachers taking additional students will be compensated for 1 hour per Article 17; for :01--3:37 (one minute through 3 hours, 37 minutes) and 2 hours for 3:38 (3 hours, 38 minutes) through the full school day for the day which they take additional students similarly to if they gave up scheduled prep time. They can choose to be compensated or provided with equivalent personal leave per Appendix I.

The Union and the District agree that this Appendix will sunset on June 30, 2021.

IN WITNESS WHEREOF, the parties have signed this Contract this 24th day of February, 2020.


EDUCATION MOORHEAD

By: 
President

By: 
Chief Negotiator

INDEPENDENT SCHOOL
DISTRICT #152

By: 
Chairperson

By: 
Clerk

By: 
Chief Negotiator

[MOU: EM Presidential Release Time](#)

[MOU: Flexible Day/Final Tentative Agreement](#)