Teachers' Master Agreement
July 1, 2019 - June 30, 2021
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE I</td>
<td>PURPOSE</td>
<td>Page</td>
</tr>
<tr>
<td>Sec. 1</td>
<td>Parties</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE II</td>
<td>RECOGNITION OF EXCLUSIVE REPRESENTATION</td>
<td>Page</td>
</tr>
<tr>
<td>Section 1.</td>
<td>Recognition</td>
<td>1</td>
</tr>
<tr>
<td>Section 2.</td>
<td>Appropriate Unit</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE III</td>
<td>DEFINITIONS</td>
<td>Page</td>
</tr>
<tr>
<td>Section 1.</td>
<td>Terms and Conditions of Employment</td>
<td>1</td>
</tr>
<tr>
<td>Section 2.</td>
<td>Teacher</td>
<td>1</td>
</tr>
<tr>
<td>Section 3.</td>
<td>License</td>
<td>1</td>
</tr>
<tr>
<td>Section 4.</td>
<td>Other Terms</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE IV</td>
<td>SCHOOL BOARD RIGHTS</td>
<td>Page</td>
</tr>
<tr>
<td>Section 1</td>
<td>Inherent Managerial Rights</td>
<td>1</td>
</tr>
<tr>
<td>Section 2</td>
<td>Management Responsibilities</td>
<td>1</td>
</tr>
<tr>
<td>Section 3</td>
<td>Effect of Laws, Rules and Regulations</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE V</td>
<td>TEACHER RIGHTS</td>
<td>Page</td>
</tr>
<tr>
<td>Section 1</td>
<td>Right to View</td>
<td>2</td>
</tr>
<tr>
<td>Section 2</td>
<td>Right to Join</td>
<td>2</td>
</tr>
<tr>
<td>Section 3</td>
<td>Request for Dues Check-Off</td>
<td>2</td>
</tr>
<tr>
<td>Section 4</td>
<td>Access to Work Sites</td>
<td>2</td>
</tr>
<tr>
<td>Section 5</td>
<td>Access to Membership Lists</td>
<td>2</td>
</tr>
<tr>
<td>Section 6</td>
<td>Political Action Committee (PAC) Contributions</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE VI</td>
<td>JOB TRANSFERS</td>
<td>Page</td>
</tr>
<tr>
<td>Section 1</td>
<td>Definition of Vacancy</td>
<td>3</td>
</tr>
<tr>
<td>Section 2</td>
<td>Posting and Application Procedures</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE VII</td>
<td>BASIC SCHEDULES AND RATES OF PAY</td>
<td>Page</td>
</tr>
<tr>
<td>Section 1</td>
<td>2019-2020 Salary Schedule</td>
<td>3</td>
</tr>
<tr>
<td>Section 2</td>
<td>2020-2021 Salary Schedule</td>
<td>3</td>
</tr>
<tr>
<td>Section 3</td>
<td>Placement on Salary Schedule</td>
<td>3</td>
</tr>
<tr>
<td>Subd. 1</td>
<td>Credits</td>
<td>3</td>
</tr>
<tr>
<td>Subd. 2</td>
<td>Areas of Credit</td>
<td>4</td>
</tr>
<tr>
<td>Subd. 3</td>
<td>District Sponsored Credits</td>
<td>4</td>
</tr>
<tr>
<td>Subd. 4</td>
<td>Effective Dates</td>
<td>4</td>
</tr>
<tr>
<td>Subd. 5</td>
<td>Out-of-District Experience</td>
<td>4</td>
</tr>
<tr>
<td>Subd. 6</td>
<td>In-District Experience</td>
<td>4</td>
</tr>
<tr>
<td>Subd. 7</td>
<td>Experience Credit for Military Service</td>
<td>4</td>
</tr>
<tr>
<td>Subd. 8</td>
<td>Credits Earned Subsequent to Degree</td>
<td>5</td>
</tr>
<tr>
<td>Subd. 9</td>
<td>College Credit for CITS Certification</td>
<td>5</td>
</tr>
<tr>
<td>Section 4</td>
<td>In-service Education</td>
<td>5</td>
</tr>
<tr>
<td>Subd. 1</td>
<td>Continuing Education Regulations</td>
<td>5</td>
</tr>
<tr>
<td>Section 5</td>
<td>Payment of Salaries</td>
<td>5</td>
</tr>
<tr>
<td>Subd. 1</td>
<td>Payment</td>
<td>6</td>
</tr>
<tr>
<td>Subd. 2</td>
<td>Extra Services</td>
<td>6</td>
</tr>
</tbody>
</table>
ARTICLE VII  BASIC SCHEDULES AND RATES OF PAY (CONTINUED . . .)

Section 5.  Payment of Salaries
Subd. 3.  Termination of Salary ................................................................. 7
Subd. 4.  Benefits Following Termination ..................................................... 7
Subd. 5.  Retirement Salary Payment ........................................................... 7
Subd. 6.  Failure to Give Notice ................................................................. 7

Section 6.  Substitute Teachers Pay ............................................................ 7
Subd. 1.  Long-Term Substitute Teachers ..................................................... 7
Subd. 2.  Daily Substitute Teachers .............................................................. 7
Subd. 3.  Substitute Retro Pay ................................................................. 7

Section 7.  Part-Time Teachers Pay .......................................................... 7
Section 8.  Part-Time Teachers Substitute Pay ............................................. 7
Section 9.  Teachers Longevity Pay ............................................................ 8

ARTICLE VIII-I  EXTRA COMPENSATION

Section 1.  Extra-Curricular Schedule .......................................................... 8

ARTICLE VIII-II  STUDENT CONTACT GROUP ACTIVITIES REVIEW SCHEDULE C

Section 1.  Selection of Committee Members ............................................. 8
Section 2.  Committee Meetings and Responsibilities ..................................... 8
Section 3.  Changes and Adjustments to Schedule C ...................................... 8
Subd. 1.  Addition and Removal of Schedule C Positions ......................... 8
Subd. 2.  Expansion and Reduction of Schedule C Positions ....................... 9
Subd. 3.  Costs ......................................................................................... 9

Section 4.  Review Procedure ................................................................. 9
Subd. 1.  Review Form ............................................................................. 9
Subd. 2.  Hearing ............................................................................... 9
Subd. 3.  Decision ............................................................................... 9

Section 5.  Criteria and Points .................................................................. 9

ARTICLE IX  RETIREMENT INSURANCE BENEFITS and 403(b)

Section 1.  Eligibility for Board Contributions to 403(b)................................ 10
Subd. 1.  403(b) Employer Matching Plan ................................................. 10
  Subpart 1.  Cap ..................................................................................... 10
  Subpart 2.  Match ............................................................................. 10
Subd. 2.  Plan Year ............................................................................. 10
Subd. 3.  Participation .......................................................................... 10
Subd. 4.  Reduction in Assignment .......................................................... 10
Subd. 5.  Part-Time Teachers ................................................................. 10
Subd. 6.  Teacher Auto Enrolled .............................................................. 11

Section 2.  Eligibility for Retirement Insurance Benefits ................................ 11
Subd. 1.  Full-Time Teachers .................................................................. 11
Subd. 2.  Retirement Benefits ................................................................. 11
  Subpart 1.  Health Insurance Cost ......................................................... 11
  Subpart 2.  Coordination of Coverage ................................................... 11
  Subpart 3.  Benefit ........................................................................... 11
  Subpart 4.  Changing Plans ................................................................. 12
Subd. 3.  Dental and Life Insurance Cost .................................................. 13
Subd. 4.  Effect of Termination ................................................................. 13

Section 3.  Eligibility for Post-Retirement Health Care Savings Plan ............... 13
Subd. 1.  Full-Time and Part-Time Teachers ............................................. 13
ARTICLE IX
RETIREMENT INSURANCE BENEFITS and 403(b) (CONTINUED . . .)

Subd. 2. Contributions ................................................................. 14

Section 3. Eligibility for Post-Retirement Health Care Savings Plan

Subd. 3. Part-Time Teachers............................................................ 14
Subd. 4. Cap .............................................................................. 14
Subd. 5. Amount of the District’s Contribution ................................. 14
Subd. 6. Death of Employee .......................................................... 14
Subd. 7. Provisions .................................................................... 14

ARTICLE X
BENEFITS

Section 1. Claims Against the School District .................................... 14
Section 2. Benefits ....................................................................... 14

A. Hospitalization, Medical, and Surgical Coverage ............................ 15
   Subd. 1. Employee/School District Premium Share ....................... 15
   Subd. 2. Premium Increase/Decrease ......................................... 15
   Subd. 3. Dependent Benefit Coordination .................................... 15
   Subd. 4. Singles ...................................................................... 15
   Subd. 5. Dependents.................................................................. 15
   Subd. 6. Eligible Spouse ............................................................ 16

B. Health Savings Account (HRA/HSA) ........................................... 16
   Subd. 1. Introduction ................................................................. 16

C. Life Insurance ........................................................................ 16

D. Long-term Disability Insurance ................................................. 16
   Subd. 1. Eligibility .................................................................. 16
   Subd. 2. Cost ........................................................................ 16

E. Dental Insurance ................................................................... 16

Section 3. Part-Time Teacher Benefits ............................................. 16
Section 4. Benefits During Leave .................................................. 16
Section 5. Dependents of Deceased Teacher ..................................... 17
Section 6. Benefits Following Termination ........................................ 17
Section 7. Benefits for Teachers on Long-Term Disability .................. 17
Section 8. Duration of Annual Health Insurance Benefits ................... 17

ARTICLE XI
SICK LEAVE

Section 1. Sick Leave .................................................................. 17
   Subd. 1. Sick Leave Bank .......................................................... 18
   Subd. 2. Sick Leave Incentive .................................................... 19
   Subd. 3. Defined ..................................................................... 19
   Subd. 4. Notification ................................................................. 19
   Subd. 5. Sick Leave for Childbirth, and/or Pregnancy, and/or Adoption ... 19

ARTICLE XII
LEAVES OF ABSENCE

Section 1. Bereavement Leave; Family ............................................ 20
   Subd. 1. Qualification of Days .................................................. 20
   Subd. 2. Additional Leave Days for Bereavement ......................... 20

Section 2. Emergency Leave ........................................................ 20
Section 3. Personal Leave ............................................................. 21
   Subd. 1. Criteria ................................................................... 21
   Subd. 2. Additional Rules and Exceptions ................................... 21
   Subd. 3. Teacher Comp Days .................................................. 21

Section 4. Requested Leave of Absence .......................................... 21
   Subd. 1. Eligibility ................................................................. 21
ARTICLE XII  LEAVES OF ABSENCE (CONTINUED . . .)

Section 4. Requested Leave of Absence
  Subd. 2. Compensation ................................................................. 22
  Subd. 3. Benefits ......................................................................... 22
  Subd. 4. Exclusions .................................................................... 22
  Subd. 5. Notification of Return ...................................................... 22

Section 5. Temporary Total Disability Leave
  Subd. 1. Defined ......................................................................... 22
  Subd. 2. Notification ................................................................... 22
  Subd. 3. Certification ................................................................... 22
  Subd. 4. Re-Employment ............................................................ 22
  Subd. 5. Reinstatement ............................................................... 22
  Subd. 6. Benefits ........................................................................ 23

Section 6. Unrequested Leave of Absence ............................. 23
  Subd. 1. Placement on Leave ...................................................... 23
  Subd. 2. Seniority List ............................................................... 24
  Subd. 3. Mailing Address ......................................................... 24
  Subd. 4. Ties in Seniority ......................................................... 24

Section 7. Association Leave Days ........................................... 24

Section 8. Military Leave ......................................................... 25

ARTICLE XIII  HOURS OF SERVICE

Section 1. Basic Day ................................................................. 25
Section 2. Building Hours ....................................................... 25
Section 3. Additional Activities ............................................... 25
Section 4. Teacher Preparation Time ........................................ 25
Section 5. Teacher Workload ................................................... 25
Section 6. Extra Class ............................................................... 25
Section 7. FTE Calculation ......................................................... 25
Section 8. Study Hall ............................................................... 25
Section 9. Staffing Study Skills at CAAEP .............................. 25

ARTICLE XIV  LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days ................................................... 26
Section 2. Emergency/Closings ................................................ 26

ARTICLE XV  ECFE TEACHERS

Section 1. Purpose ................................................................. 26
Section 2. Licensure ............................................................... 26
Section 3. Salary Schedule ....................................................... 26
Section 4. ECFE Prep Time ....................................................... 27
Section 5. Contract Year .......................................................... 27
Section 6. Duty Day and Program Time ................................. 27
  Subd. 1. Staff Reductions ....................................................... 27
  Subd. 2. Recall ........................................................................ 27
Section 7. Scheduling Teachers’ Assignments ......................... 27
Section 8. Scheduling Hours .................................................... 27
Section 9. Contract Schedules ................................................ 28
Section 10. Seniority ............................................................... 28
Section 11. Tenure and Probationary Period ......................... 28
Section 12. Leaves ................................................................. 28
  Subd. 1. Personal Leave ......................................................... 28
  Subd. 2. Sick Leave ............................................................... 28
ARTICLE XV
ECFE TEACHERS (CONTINUED . . .)
Section 13. Benefits ........................................................................................................ 28

ARTICLE XVI
SHARED DECISION MAKING AND STAFF DEVELOPMENT
Section 1. Shared Decision Making ................................................................................ 29
Subd. 1. SDM Process ........................................................................................................ 29
Subd. 2. Site SDM Coordinator ....................................................................................... 30
Section 2. Staff Development ............................................................................................ 30
Subd. 1. DAC Membership ............................................................................................. 30
Subd. 2. Duties and Compensation of DAC Membership .............................................. 30
Subd. 3. Compensation .................................................................................................... 31
Subd. 4. DAC Bylaws ........................................................................................................ 31
Subd. 5. Staff Development Policy .................................................................................. 31

ARTICLE XVII – PEER REVIEW/MENTORSHIP
Section 1. Mentorship Program ....................................................................................... 31
Section 2. Purpose ............................................................................................................. 31
Section 3. Peer Review Plan ............................................................................................ 31
Subd. 1. Definitions - Mentor ......................................................................................... 32

ARTICLE XVIII
TEACHER DISCIPLINE
Section 1. Purpose ............................................................................................................. 32
Section 2. Disciplinary Action .......................................................................................... 32
Subd. 1. Action .................................................................................................................. 32
Subd. 2. Severity ................................................................................................................. 32
Subd. 3. Reprimand ............................................................................................................ 32
Subd. 4. Identifying Reprimands ..................................................................................... 32
Section 3. Procedure for Suspension of Continuing Contract Teachers and Non-Continuing Contract Teachers .................................................................................................................. 32
Section 4. Personnel File .................................................................................................. 32
Subd. 1. Accordance with Statute .................................................................................... 32
Subd. 2. Maintained .......................................................................................................... 32
Subd. 3. Copy of Information ............................................................................................ 33

ARTICLE XIX - GRIEVANCE PROCEDURE
Section 1. Grievance Definition ...................................................................................... 33
Section 2. Representative ................................................................................................ 33
Section 3. Definitions and Interpretations ......................................................................... 33
Subd. 1. Variation from Procedure .................................................................................. 33
Subd. 2. Days .................................................................................................................... 33
Subd. 3. Computation of Time ......................................................................................... 33
Subd. 4. Filing or Service .................................................................................................. 33
Section 4. Step One ............................................................................................................ 33
Section 5. Step Two ............................................................................................................ 33
Section 6. Step Three ......................................................................................................... 33
Section 7. Superintendent’s Reply ................................................................................... 33
Section 8. Step Four ............................................................................................................ 33
Section 9. Grievance Mediation ....................................................................................... 34
Section 10. Arbitration Procedures ................................................................................... 34
Subd. 1. Employee’s Request ........................................................................................... 34
Subd. 2. Selection of the Arbitrator ............................................................................... 34
Subd. 3. Hearing ................................................................................................................. 35
Subd. 4. Decision ................................................................................................................. 35
ARTICLE XIX - GRIEVANCE PROCEDURE (CONTINUED . . .)

Subd. 5. Expenses ................................................................. 35
Subd. 6. Jurisdiction ................................................................. 35
Subd. 7. Processing of Grievances ........................................... 35

ARTICLE XX DURATION

Section 1. Term and Re-Opening Negotiations .............................. 35
Section 2. Effect ........................................................................ 35
Section 3. Finality ..................................................................... 35
Section 4. Severability ............................................................. 36

ATTACHMENTS

• Memorandum of Understanding (Sick Leave Incentive) .......................... 37
• 2019-2020 Health Insurance Costs .................................................. 38
• Schedule A-1 Teachers’ Salary Schedule for 2019-2020 ......................... 39
• Schedule A-2 Teachers’ Salary Schedule for 2020-2021 ......................... 39
• Schedule C Extra-Curricular Schedule ............................................... 40-43
• Schedule D Extra-Curricular Schedule ............................................... 43-45
• District Policy #422.5 – Extra-Curricular Review Schedule D ................ 46
• Review of Extra-Curricular Positions – Schedule D Form ................. 47

AGREEMENTS

• Sick Leave Bank Application Form ............................................... 48
ARTICLE I - PURPOSE

Section 1. Parties: This Agreement, entered into between the school board of Independent School District No. 94, Cloquet, Minnesota, hereinafter referred to as the school board, and the Education Minnesota – Cloquet (EMC), hereinafter referred to as EMC, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the school board recognizes EMC as the exclusive representative of teachers employed by the school board of Independent School District No. 94, which EMC shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: EMC shall represent all teachers of the District as defined in this Agreement and in said Act. Readiness teachers are not covered by this Agreement, as the district is not requiring certified teachers in these positions.

ARTICLE III - DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, and economic aspects relating to employment, but does not mean educational policies of the school district.

Section 2. Teacher: Shall mean all persons employed by the school board in a position for which the person must be licensed by the State Department of Education/the State Board of Teaching, including all substitute teachers employed by the school board for thirty-one (31) or more days for the same teacher, but shall not include superintendent, assistant superintendent, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees and such other employees excluded by law. Full-time teacher shall be defined as a teacher who is contracted to work the full basic teacher duty day as defined in this agreement in Article XIII, Section 1. This definition shall include teachers who are assigned duties during the teaching day as the Activities director. In such a case, the activities director shall be paid according to the appropriate step and lane of this agreement. The board may decide to hire an administrator or non-certified person to perform the duties of activities director. In such a case, the teachers’ Collective Bargaining Agreement (CBA) will not apply.

Section 3. License: For purposes of this Agreement, certification and licensure shall be synonymous.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV - SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: EMC recognizes that the school board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: EMC recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: EMC recognizes that all teachers covered by this Agreement shall perform the teaching and nonteaching services prescribed by the School Board and shall be subject to School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. EMC also recognizes the
right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all employees covered by the agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws and valid rules, regulations and order of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, regulations, directives or orders shall be null and void and without force and effect.

**ARTICLE V - TEACHER RIGHTS**

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

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

**Section 3. Request for Dues Check-Off:** Pursuant to PELRA, EMC representation shall be allowed dues check-off. Upon receipt by the school district of a properly executed authorization card of the teacher involved, the school district will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization and/or EMC in 20 (Twenty) equal installments, beginning with the first pay period in September.

When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President, who shall immediately notify the District Office of this information.

EMC hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the union dues specified by EMC as provided herein.

**Section 4. Access to Worksites:** Representatives of EMC shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. EMC representatives should notify the district a day in advance of the meeting and the representatives must abide by District policies regarding visitors to school district buildings. Upon arrival at the worksite, EMC representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

**Section 5. Access the Membership Lists:** By October 1 of each school year, the District shall provide, in electronic form to EMC, the names, work telephone numbers, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On request, but no more than on a quarterly basis, the District shall provide EMC with a current bargaining unit list. Such requests shall be filled within a reasonable period of time.

**Section 6. Political Action Committee (PAC) Contributions:** Upon receipt of a duly authorized voluntary deduction card, the school district agrees to payroll deduction for a federally registered PAC designated by Education Minnesota – Cloquet.
ARTICLE VI - JOB TRANSFERS

Section 1. Definition of Vacancy: A vacancy shall exist when a bargaining unit position is open due to reasons such as resignation, termination, or the creation of a new position and there is no licensed teacher on unrequested leave or returning from leave.

Section 2. Posting and Application Procedures:

A. During the school year, the school district shall notify teachers of all professional staff vacancies by posting written notification on the faculty bulletin board in each building and sending a copy of the posting to the President and Teacher Rights Chair of the Association. No vacancies shall be filled during the school year until the notice has been posted for at least five (5) calendar days.

B. The school district shall notify teachers of all professional staff vacancies by emailing a copy of all job postings to all members of the unit using the current district teacher email list and posting all vacancies to the employment opportunities section of the district website. No vacancies shall be filled until the notice has been posted for at least five (5) calendar days. During the summer, the school district shall send a copy of any job posting to any teacher who has made a written request for notice of postings in that specific grade, building or licensure area and has left stamped self-addressed envelopes with the school district office for that purpose.

C. Teachers may apply for a reassignment in response to such postings as provided in (A) and (B) above. Applications shall be made as directed in the vacancy notices. Teachers desiring a reassignment for the following school year shall submit written requests, no later than May 1, to the building principals and/or superintendent, stating the specific assignment or nature of the assignment and school or schools preferred, if any.

ARTICLE VII - BASIC SCHEDULES AND RATES OF PAY

Section 1. 2019-2020 Salary Schedule: The wages and salaries reflected in Schedule A-1, attached hereto, shall be a part of the Agreement for the 2019-2020 school year.

Section 2. 2020-2021 Salary Schedule: The wages and salaries reflected in Schedule A-2, attached hereto, shall be a part of the Agreement for the 2020-2021 school year.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd. 1. Credits: (The language contained in Subd. 1 shall be applicable to lane changes granted in 1980 and thereafter, or until modified.)

a. Bachelor’s Degree +10 (15) lane will require 10 semester credits (15 quarter credits) of which 8 semester credits (12 quarter credits) must be at the graduate level.

b. Bachelor’s Degree +20 (30) lane will require 20 semester credits (30 quarter credits) of which 16 semester credits (24 quarter credits) must be at the graduate level.

c. Bachelor’s Degree +30 (45) lane will require 30 semester credits (45 quarter credits) of which 24 semester credits (36 quarter credits) must be at the graduate level.

d. Bachelor’s Degree +40 (60/Master’s Degree) lane will require 40 semester credits (60 quarter credits) of which 32 semester credits (48 quarter credits) must be at the graduate level.
e. Master’s Degree +10 (15) lane will require 10 semester credits (15 quarter credits) of which 8 semester credits (12 quarter credits) must be at the graduate level.

f. Master’s Degree +20 (30) lane will require 20 semester credits (30 quarter credits) of which 16 semester credits (24 quarter credits) must be at the graduate level.

g. Master’s Degree +30 (45) lane will require 30 semester credits (45 quarter credits) of which 24 semester credits (36 quarter credits) must be at the graduate level.

Subd. 2. Areas of Credit: All credits must be approved by the superintendent prior to taking the course based on the criterion listed below in this subdivision. If a master’s Program is approved, then all courses within the master’s Program must have prior approval. All credits must be in the teacher’s major, minor, or a subject matter area in which the individual is teaching, or a subject area in which the individual has filed a plan of college work with the superintendent which will lead to a minor or a major and licensure by the Minnesota Department of Education. Other courses may be approved for credit at the discretion of the superintendent. Beginning July 1, 2009, the superintendent will have discretion whether to grant credit approval for rigorous online courses. There will be no credit accumulation limitations for these types of courses.

Subd. 3. District Sponsored Credits: For twelve (12) hours of participation in District sponsored and approved course offerings, one (1) semester credit may be applied toward a lane change on the salary schedule. The superintendent will notify staff of these approved course offerings in the fall of each school year.

Subd. 4. Effective Dates: Individual salaries will be modified to reflect qualified lane changes twice every year effective at the beginning of the school year and March 15 of the school year. Credits must be earned prior to September 1 or March 15 respectively, and a transcript of qualified credits must be received by the school district either by mail or hand delivered to the superintendent’s office by September 15 or March 31 respectively, of the school year. The September 15 or March 31 deadlines will be waived by the superintendent when application is made prior to September 15 or March 31, respectively, and an official transcript is received by the school district either by mail or hand delivered, before January 1 or June 15, respectively. The increase will be retroactive to the first teacher duty day of that year in the case of the September 15 date and retroactive to March 15 of that year for the remainder of the teacher's contracted days of that school year in the case of the March 15 date.

Subd. 5. Out-of-District Experience: Experienced teachers employed for the first time in the Cloquet school system may be allowed a maximum experience rating on the salary schedule according to their years of experience in an accredited school system. Credit may be given for work experience closely associated with the teaching assignment as recommended by the superintendent, and if in the opinion of the board, it is justified. A half year's teaching experience may be counted as one full year.

Subd. 6. In-District Experience: Teachers employed by school board action in Independent School District No. 94 and working one hundred twenty (120) or more contract days will be credited with one (1) full year of experience for placement on the salary schedule. Teachers employed by school board action and working full-time for at least eighty (80) contract days, but less than one hundred twenty (120) contract days will be credited with one full year of experience for placement on the salary schedule for each two (2) years of contracted employment. Teachers employed by school board action and working part-time for at least sixty (60) days but less than eighty (80) days will be credited with one (1) full year of experience for placement on the salary schedule for each three (3) years of contracted employment. Notwithstanding the above, the step placement for retired teachers who are rehired shall be by mutual agreement between the teacher and the school district.

Subd. 7. Experience Credit for Military Service: Veterans employed for the first time in the Cloquet school system shall be given experience credit for military service as follows:

- 19 - 30 months - 1 year's credit; 31 months or more - 2 year's credit
Experience credit shall be based on the date of entry into the service and date of discharge substantiated by affidavits issued by the Defense Department. This provision applies to active duty only and does not pertain to service in the Reserves or National Guard unless the teacher was deployed in an active duty assignment.

Subd. 8. Credits Earned Subsequent to Degree: Credits intended to apply to lane changes beyond a particular degree (i.e., Masters + 15) must be earned subsequent to the earning of the degree.

Subd. 9. College Credit for CITS Certification: In the event that a teacher is asked to earn additional college credit, based upon needs of the school district for College in the Schools (CITS) in order for certification to teach these classes, the following shall apply:

a. The number of credits and program providing said credits shall be agreed upon in advance by the teacher and the superintendent.

b. The school district may make available and reserves the right to limit to a total of $18,000 per year for reimbursing the cost of approved credits.

   a. For FY20, FY21 and FY22, the district will work with EMC to determine the number of credits needed by staff currently teaching College in the Schools courses to maintain compliance with the program. The total dollar amount provided by the district for reimbursement will equal the number of identified credits multiplied by $550.

   b. The teacher shall be compensated at a rate of $500 per credit for credits successfully completed during the regular school year. For summer session courses taken outside of the teacher contract year, the teacher shall be compensated at a rate of $600 per credit for credits successfully completed.

      a. Successful completion shall be determined as any credit earned with a grade of C or higher. In the case of Pass or Fail graded courses, successful completion shall be an earned grade of Pass.

      b. All credits must be approved by the superintendent before eligible for reimbursement.

   i. Staff requesting reimbursement must submit transcripts showing satisfactory course completion according to paragraph C.a. listed above.

   b. Courses will be reimbursed at a rate of $500 per credit until the maximum of $36,000 is reached.

c. Credits earned will be eligible for lane change.

d. In addition, teachers taking a minimum of three (3) credits of approved courses in a semester during the regular school year shall receive release from their study hall/supervisory period for that semester.

g. The teacher agrees to teach in the program for a minimum of five (5) years in the district.

h. If the teacher leaves the district or declines to teach the course, the teacher shall reimburse the district an amount equal to 20% of the total certification amount per year for each year remaining of the five (5) year period.

   a. The teacher will not be penalized if failure to teach the required class(es) during the five (5) year period is caused by school district action.

   b. Upon extreme circumstances the school district may waive the 20% repayment plan.

Section 4. In-service Education:

Subd. 1. Continuing Education Regulations: All licensed personnel, excluding those with life licensure in their area or areas of licensure, must complete the requirements as set forth in the Continuing Education Regulations (5MCAR 3.005 and/or 5MCAR 1.0786) and by the local Continuing Education Committee and/or the local Vocational Re-licensure Committee.
Furthermore, teachers who are renewing vocational licenses shall complete the re-licensure requirements as set forth by the local Vocational Re-licensure Committee. The local Vocational Re-licensure Committee requirements shall only be applicable to the renewal of vocational licenses.

Section 5. Payment of Salaries: Salaries of teachers will be paid in accordance with the following guidelines:

Subd. 1. Payment: Certified staff will be paid according to District Policy 424.14 adopted October 27, 2003.

Should a teacher discontinue teaching before the end of the school year, he/she shall be paid such portion of his/her salary as has been deferred. This is determined by subtracting what he/she has been paid from the portion of the salary that has been earned. For example: if the teacher worked 155 days the portion of the salary earned is 155/184.5 of his/her yearly salary. Effective July 1, 2006, the portion of the salary earned is 155/183.5 of his/her salary.

Should a teacher be absent from work without pay, the teacher shall be deducted at their daily rate of pay.

If a teacher is non-renewed or placed on unrequested leave of absence, he/she shall be paid in full on the next regular payday following the last day of service. All benefits will extend for the proportionate amount of time employed for the year. If the employee works the entire year then he/she shall receive benefits through August 31, if the employee works half of the school year, he/she shall receive six months of benefits.

Subd. 2. Extra Services: Payment for extra services shall be on the regular payday as defined above. Unless another schedule is mutually agreed to by the person rendering the service and the business manager, the teacher shall receive payment for services rendered since the last regular payday. No payment shall be made prior to the initiation of the service.

1. Determination Period: Prior to the start of their work year, employees may choose one of three options for receiving their pay. Once employees choose an option, that option shall remain in effect for the entire work year and it also will be the option that will be used for all their extra-services contracts. Further, that option will remain in effect for employees unless they inform the District office that they wish to change that option prior to the start of another work year (September 1st). In the event that an employee fails to notify the District office of his/her pay period option, within the deadline specified above, that employee will default to option “C” listed below.

2. Options for Choosing Pay Periods:

A. Extra-service employees may choose to be paid during the last month of their contracted work. This pay will be in two equal payments, payable on the regular paydays of that last month of service.

B. Extra-service employees may choose to be paid, in equal payments, over the months of their extra-services contract/work or over the remainder of their extra-services contract/work once their contract is fully executed and received by the payroll office.

C. Extra-service employees may choose to be paid, in equal payments, over the course of the entire school year (see “school year” defined below) or over the remainder of the entire school year once the extra-services contract is fully executed and received by the payroll office. This is the default option should employees not inform the District office of their choice of pay periods by the deadline of September 1.

3. School Year: For the purpose of the extra service pay only, the school year will be defined as running from September 1, through June 30. Therefore, options for extra services pay must be chosen prior to
September 1. In the case of employees newly hired to perform an extra-services contract, the pay period option must be chosen prior to the first pay period following the full executed extra-services contract.

Subd. 3. Termination of Salary: Teachers who resign or are terminated for just cause at the conclusion of a regular school year shall be paid in full on or before June 30. Fringe benefits for these same employees will cease on June 30, unless they have taught a full year as specified in Article X, Section 2 and 8. Health insurance benefits for these employees will terminate on August 31. “Fringe benefits for employees who have taught a full year as specified in Article X, Section 2 and 8, will terminate on August 31.”

Subd. 4. Benefits Following Termination: Any eligible teacher terminating employment with the school district may continue to receive hospitalization, medical and surgical health insurance, life insurance and dental insurance until he/she becomes re-employed by the same or another employer, or for a period of eighteen (18) months after the district stops payment of benefits, whichever is shorter, provided the full cost of said benefits shall be paid on a monthly basis by the teacher who terminated employment. (Except as noted in Article X, Section 5 and Article IX.)

Subd. 5. Retirement Salary Payment: Teachers who have given at least a two month notice prior to retirement or resignation shall have the remainder of their yearly salary paid on the next scheduled payroll date following their last teacher duty day.

Subd. 6. Failure to Give Notice: Teachers who fail to give notice pursuant to Subd. 5 above, of their retirement or resignation shall have $250 deducted from their final paycheck as liquidated damages to partially cover the school district’s recruitment cost. This shall not apply to individuals who must retire or resign for medical reasons. The District may waive this penalty at its discretion. Refer to Article IX, Section 2.

Section 6. Substitute Teachers Pay:

Subd. 1. Long-Term Substitute Teachers: Long-Term Substitute teachers employed by school board action for thirty-one (31) or more days shall be placed on the Salary Schedule as per this article of the Teachers Master Agreement beginning with the teacher’s first duty day.

Subd. 2. Daily Substitute Teachers: Daily substitute teachers who are properly licensed and work thirty-one (31) days or more for the same teacher shall be paid beginning with the thirty-first duty day, under the terms of the regular Salary Schedule as per this article. The District may grant any step level on the Teacher Salary Schedule.

Subd. 3. Substitute Retro Pay: In the event that the District cannot pre-determine if a substitute is needed for more than 30 days for the same teacher, and the substitute works for 31 or more days, the substitute shall be placed on the salary schedule with all benefits guaranteed in this master agreement on the 31st day and shall receive retro-active pay for the initial 30 days.

Section 7. Part-Time Teachers Pay: Teachers employed by school board action for less than the basic teacher duty day shall be paid on a pro-rata basis for regular instructional days as per the school calendar. They will work and be paid on a full-time basis for all other teacher contract days as designated on the school calendar; i.e., District in-service and workshop days, conference/registration days, pre-approved in-service days. In the Cloquet Area Alternative Education Program (CAAEP), use of conference days will be determined by the building administrator. Teachers employed less than two (2) instructional periods per day in the CAAEP will receive one (1) workshop/in-service day.

Section 8. Part-Time Teachers Substitute Pay: Part-time teachers regularly employed under contract with Independent School District No. 94 shall be paid a rate equal to $25.00 per day ($12.50 per half-day) more than the daily rate for substitute teachers who are not employed under contract with the District. This pay rate shall be effective for substitute work done after October 15, 2009.
Section 9. Teachers Longevity Pay: Teachers shall receive additional pay during their years of service as specified in the chart below. Years of service will be defined as according to Section 3, subdivision 6 of this article.

<table>
<thead>
<tr>
<th>Year of Service</th>
<th>Longevity Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 - 20</td>
<td>$ 500</td>
</tr>
<tr>
<td>21 - 25</td>
<td>$ 750</td>
</tr>
<tr>
<td>26 - 30</td>
<td>$1,000</td>
</tr>
<tr>
<td>31 - +</td>
<td>$1,250</td>
</tr>
</tbody>
</table>

For instance, a teacher starting their 16th year of service will be on step one of this schedule.

ARTICLE VIII - I
EXTRA COMPENSATION

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in Schedule C and Schedule D, attached hereto, shall be a part of this Agreement and shall apply to all services, which are part of the 2019-2021 school years and continue until modified.

ARTICLE VIII – II
STUDENT CONTACT GROUP ACTIVITIES REVIEW SCHEDULE C

Section 1. Selection of Committee Members:
- EMC Representative - Chairperson
- Activities Director
- Administrator
- School Board Member
- Athletic-Activities Coach*
- Non-Athletic Activities Coach*

*Selected by EMC considering input from involved staff.

Section 2. Committee Meetings and Responsibilities: The Student Contact Group Activities Review Committee shall meet beginning in November of each even-numbered year beginning in 1990 for the purpose of reviewing and hearing adjustment to the Student Contact Group Activities Schedule C. Only those student group activities listed under Schedule C are eligible for review. Positions not listed in Schedule C will be listed in Schedule D.

The Committee will meet as needed to address additions or deletions to Schedule C.

Section 3. Changes and Adjustments to Schedule C:

Subd. 1. Addition and Removal of Schedule C Positions:

Positions may be added to or removed from Schedule C by using the following procedure:
1. Present to and receive approval of the building principal.
2. Present to and receive approval of the superintendent.
3. Present to and receive preliminary approval of the School Board.
4. Present to Schedule C Committee for the purpose of establishing salary.
5. Receive final approval of the School Board.
Subd. 2. Expansion and Reduction of Schedule C Positions:

Positions may only be expanded beyond or reduced from Schedule C by using the procedure in Subd. 1 of Section 3 of this Article. A Schedule C position shall be considered for expansion or reduction if one of the following criteria is met:

1. The points increase or decrease by 20% or more in a year.
2. An advisor/coach requests that a position be expanded or reduced.
3. The School Board expands or reduces a position.
4. The State High School League or similar governing agency expands or reduces a position.

Subd. 3. Costs: The cost increase incurred by the addition or expansion of a Schedule C position shall be the responsibility of the school district. The cost reduction from the removal or reduction of a Schedule C position shall revert to the school district.

Section 4. Review Procedure:

Subd. 1. Review Form: The "Schedule C Review Form" must be completed and returned to the Schedule C Committee chairperson by November 1 of each even-numbered year. Forms will be available in each building.

Subd. 2. Hearing: The Committee shall meet to hear all reviews. Advisors/coaches directly related to the review have the right to be present at the hearing and to present their review to the Committee.

Subd. 3. Decision: The Committee shall decide all reviews by April 1 of each odd-numbered year and provide a written statement of the reasons for accepting or rejecting, all or in part, the review for adjustment.

Section 5. Criteria and Points: In determining salaries for new Schedule C positions and for the purpose of reviews, the following criteria and point values shall be used:

1. Length of Season: (1 week = .5, 20 hours = .5, 20-25 hours = 1 week)
2. Number of Appearances: 0 - 5 = .5 etc., with each additional 6 - 10 = 1.0 5 appearances worth .5 to 11 - 15 = 1.5 a maximum of 4 points
3. Number of participants per coach: 1 - 10 = .5 11 - 20 = 1.0 etc., to a maximum 21 - 30 = 1.5 of 3 points
4. Vertical Control System (number of grades): 1 – 3 = .5 4 = 1.0 5 – 6 = 1.5
5. Equipment Responsibilities: (from 0, .5, 1.0, to 1.5 maximum)
6. Public Relations: (from .5, 1.0, to 1.5 maximum)
7. Working Conditions: (from 0, .5, to 1.0 maximum)
8. Planning Time/Scouting: (from .5, 1.0, 1.5, to 2.0 maximum)
9. Community Pressure: (from 0, .5, 1.0, 1.5, to 2.0 maximum)
10. Number of Assistants: (1 - 2 = .5, 3 - 5 = 1.0, 6+ = 1.5)
ARTICLE IX - RETIREMENT INSURANCE BENEFITS and 403(b)

Section 1. Eligibility for Board Contributions to a 403(b):

All teachers who have not been grandfathered into the Early Retirement or Severance Pay Plans shall be eligible for the 403(b) plan.

Subd. 1. 403(b) Employer Matching Plan: The District shall implement an Employer Matched 403(b) Tax-Sheltered Annuity Plan, as allowed under Minnesota Statute (M.S.) 356.24 as amended. Employer matching contributions shall be directed to insurance companies approved by the Minnesota State Board of Investment. The plan shall comply with I.R.S. Code, 26 U.S.C. Sec. 403(b). Part-time teachers working half-time (.50) or more may participate on a pro-rata basis in the plan. Retired teachers who have been rehired by the school district are not eligible for employer contributions.

Subpart 1. Cap: There shall be a lifetime per teacher cap of $45,000 on District contributions.

Subpart 2. Match: Effective July 1, 2015 the yearly matching amounts paid by the District shall be limited to a maximum amount as follows:

<table>
<thead>
<tr>
<th>YEARS</th>
<th>ANNUAL MATCH</th>
<th>MAXIMUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3</td>
<td>No match</td>
<td></td>
</tr>
<tr>
<td>4-6</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>7-10</td>
<td>$1,250</td>
<td></td>
</tr>
<tr>
<td>11-15</td>
<td>$1,750</td>
<td></td>
</tr>
<tr>
<td>16-20</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>21+</td>
<td>$2,250</td>
<td></td>
</tr>
</tbody>
</table>

District matching amount shall match teacher’s contributions on a dollar for dollar basis up to the applicable maximum amount allowed under this Agreement.

Subd. 2. Plan Year: The plan year shall be from September 1 through August 31.

Subd. 3. Participation: An eligible teacher must make application for participation by September 1 of each school year. Once an eligible teacher elects to participate in the plan, said election is irrevocable for that school year and will continue each subsequent school year unless modified by the teacher by the September 1 deadline. This provision relates to an eligible teacher’s willingness to participate in the plan and in setting the monetary amount of participation in the plan. Once the election is made, the teacher must participate in the program at the same rate for that school year unless the teacher is granted an unpaid leave or a sabbatical leave, in which case he/she may not participate in the matching program until the teacher returns to half-time (.50) or more service.

Subd. 4. Reduction in Assignment: In the event a participating teacher’s assignment is reduced from full-time to part-time during the school year, the teacher must continue participation at the same rate for the remainder of the school year.

Subd. 5. Part-Time Teachers: Part-time teachers, defined as teachers working half-time (.50) or more, but less than full-time, shall be allowed to participate on a pro-rata basis in the 403(b) Employer Matching Plan. Part-time teachers must meet the eligibility requirements for participation in the plan. The lifetime cap and the yearly matching amounts paid by the District shall be reduced on a pro-rata basis equivalent to the percentage of employment of that part-time teacher.
Subd. 6. Teacher Auto Enrolled: All teachers hired after January 1, 2020 will be automatically enrolled in a voluntary 403(b) plan. Teachers hired as long-term substitutes will not be automatically enrolled. Twenty ($20.00) dollars will be deducted per pay period and contributed into a 403(b) account that requires no annual, withdrawal or transfer fee, managed by a vendor to be selected by EMC from the district approved vendor list. The vendor will be the responsible Fiduciary of the default investments. A teacher can opt out of the plan within 30 days of his/her official start date and withdrawals will be returned to the school district and added back into the teacher’s paycheck. Following the opt out period, any changes made by the teacher will not go into effect until the following 403(b) plan year. Teachers may transfer the account to any of the qualified investment companies listed in the Employer 403(b) Plan Document Adoption Agreement.

Section 2. Eligibility for Retirement Insurance Benefits:

Subd. 1. Full-time Teachers: Full-time teachers (i.e. teachers whose hours of service constitute the basic teacher’s duty day as defined in this Agreement who have worked for a minimum of ninety-five (95) consecutive days), and who have completed at least ten (10) years of continuous service with the District prior to retirement (or after serving ten (10) consecutive years as a full-time teacher, has assumed a part-time teaching position) and who are at least fifty-five (55) years of age, shall be eligible for retirement benefits. An eligible teacher wishing to receive retirement insurance benefits must submit a written resignation for retirement purpose to the School Board at least two months prior to his/her retirement date. At the sole discretion of the District, the District may waive this timeline for the notice of resignation for retirement. Part-time teachers: who have worked a minimum of ninety-five (95) consecutive days, have completed at least ten (10) years of continuous service with the District prior to retirement, who are at least fifty-five (55) years of age, and who work .8 FTE or greater shall be eligible for retirement benefits on a pro-rated basis. Refer to Article VII, Section 5, Subdivision 6.

Subd. 2. Retirement Benefits: Benefits provided in Article X, Section 2 of this Agreement, except long-term disability benefits, shall be provided to eligible teachers who retire from employment with the school district.

Subpart 1. Health Insurance Cost: For retired teachers from the age of fifty-five (55), and whose first day of duty was before July 1, 2010, until qualifying for Medicare, the school district will provide health insurance benefits at the same District premium and Health Retirement Account (HRA) or Health Savings Account (HSA) contributions as per this contract stated in Article X, Section 2, Benefits A. Future premium costs and increases exceeding both the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until the teacher qualifies for Medicare. The application of the premium to be paid by the school district shall be for the teacher’s coverage that was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired teacher changes insurance coverage from individual to family, the teacher shall pay one hundred percent (100%) of the dependent premium.

Subpart 2. Coordination of Coverage: Any teacher who retires after January 1, 2008, or their spouse, will be required to select a Medicare supplemental medical insurance plan that has been offered by the district (i.e., Health Partners Freedom Plan) when they reach Medicare age as defined in accordance with M.S. 471.611, Subd. 2 (2010), as amended if they wish to continue to participate in any of the school district’s group health plans. This will include any supplemental plan offered through the District carrier, such as the Freedom Plan, or outside the District.

Subpart 3. Benefit: Employees who are eligible to receive retirement health insurance benefits shall receive those benefits according to the following guidelines: Eligible retirees shall receive their specified benefits until they qualify for Medicare. Eligible retirees shall receive, upon retirement, a dollar amount paid toward their medical insurance plan that is equivalent to the dollar amount of benefit contribution they received during their last year of employment. This dollar amount of benefit includes district contributions to their insurance premium and district contributions to their HRAs or HSAs. This does not include amounts paid to the Post-Retirement Health Care Savings Plan (PRHCSP) administered by the
Minnesota State Retirement System (MSRS). Any increases or decreases in premium after retirement shall be split equally between the district and the employee. Employees who retire prior to September 1, 2011 do not have an HRA or HSA benefit paid by the district.

**Subpart 4. Changing Plans:** Employees wanting to make changes to plans after retirement may do so under the limitations listed below:

These limitations may be overruled and invalid based on changes to law and based on the restrictions currently in force by the health insurance provider for the school district. In general, changes can only occur during the open enrollment period or because of a life event as defined in Minnesota State Statutes.

1. If retired employees change insurance coverage from individual to family, they shall pay one hundred percent (100%) of the dependent premium.

2. Retirees may choose to change from family to single coverage within the same plan option at any time.

3. If a retiree does make a change to their coverage, the application of the premium to be paid by the school district shall be for the employee’s coverage that was in effect at the time of retirement. For example, a retiree on the family High Deductible Health Plan (HDHP) 1350/2700 plan could choose the single 3375/6750 HDHP plan. If that becomes the case, the benefit paid by the district shall be calculated to be as if the retiree had retired on the single 3375 High Deductible Health Plan (HDHP) plan. Future increases or decreases in premium shall be shared equally by the retiree and the district.

4. This section applies only to retirees who retired prior to September 1, 2011; they will have a one-time option to change their plan to a higher deductible plan. That choice has to be made effective September 1, 2011. Thereafter, retirees can only change coverage from family to single within that plan or move to a supplement such as the Freedom plan when they are Medicare eligible. If that choice is made to go to a higher deductible, the employee shall take their current amount of paid benefit for which they would have qualified for under the Choice 500 plan had they chosen to stay with that plan or their amount of benefit qualified for at retirement, whichever is greater. Thereafter, increases/decreases in premium costs shall be born equally between the retiree and the district.

5. Retirees who retired after the 2011 – 2012 school year will have a one-time option to change plans. An example of changing a plan would be to go from the HDHP 1350/2700 to the HDHP 3375/6750. If an employee changes plans, the amount of benefit paid by the district, including HRA/HSA contributions, will be the same as if the retiree had retired with that plan change and had realized all of that plan’s corresponding benefits adjustments and changes in employee’s financial responsibility since retirement. For retired teachers from the age of fifty-five (55), until qualifying for Medicare, the school district will provide health insurance benefits at the same District premium and HRA or HSA contributions as per this contract stated in Article X, Section 2, Benefits A. Future premium costs and increases exceeding the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until the teacher qualifies for Medicare. The application of the premium to be paid by the school district shall be for the teacher’s coverage that was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired teacher changes insurance coverage from individual to family, the teacher shall pay one hundred percent (100%) of the dependent premium.
6. Beginning with the 2012-2013 school year, during the health insurance open enrollment period just prior to their retirement, retirees may choose to go to a lower cost plan than their current coverage if that plan was part of the District’s insurance offerings during their last year of employment. Future increases in premiums will be split 50/50 from the level of benefit that was in effect for their new plan during their last year of employment. Some examples follow. An employee on the Choice 500/1000 family plan or single plan could elect to take a single HDHP 1350/2700 single plan. If that person was on the Choice 500 single plan, he/she could not enroll in the family 1350/2700 HDHP plan without paying the full cost of the dependent premium. If the retired teacher changes insurance coverage from individual to family, the teacher shall pay one hundred percent (100%) of the dependent premium.

Miscellaneous Questions and Answers:

Q: Can I change my health plan during open enrollment of my last year of employment?
A: Yes, only if the cost to the District is less than the previous plan.

Q: After I retire, how many times may I change plans?
A: You have a one-time option to change to a lower cost plan. This must occur during an open enrollment period or because of a life event. If you change plans during the open enrollment period of your last year, this does not count as a change.

Q: Does changing my status from family to single count towards my one-time option after retirement?
A: No, unless that plan is terminated by the Health Insurance company and is no longer offered. Then the next closest cost option would be available.

Q: After my retirement, if I change my status from family to single and change my plan from Choice 500 to HDHP 1350 does that count as my one-time option?
A: Yes.

Subd. 3. Dental and Life Insurance Cost: Dental insurance premiums and life insurance premiums shall be one hundred percent (100%) paid by the retired teacher.

Subd. 4. Effect of Termination: Retirement insurance benefits shall be paid by the District but shall not be granted to any teacher who is discharged by the District pursuant to M.S. Sec. 122A.40, et. seq. (or successor statutes).

Section 3. Eligibility for Post-Retirement Health Care Savings Plan:

Subd. 1. Full-Time and Part-Time Teachers (i.e. teachers whose service is a minimum of ninety-five (95) consecutive days): Teachers whose first day of service was on or after July 1, 2010, shall be eligible for an annual District contribution to the teacher’s account in the PRHCSP managed by the MSRS. Teachers whose first duty day was on or after July 1, 2005, and before July 1, 2010 may opt out of the retirement insurance benefits specified
in Article IX, Section 2, Subd. 2. Teachers not covered by retirement insurance benefits shall receive contributions to the PRHCSP according to the schedule listed in Article IX, Sec. 3, Subd. 5.

Teachers opting out of the retirement insurance benefits prior to March 31, 2010, shall receive the full year of PRHCSP benefits for which they are qualified to receive. After March 31, 2010, teachers opting out of the retirement insurance benefits shall have their contributions to the PRHCSP made monthly at a rate of 1/12 of the annual amount for which they are eligible to receive. At any time after January 31, 2011, teachers may change from the post-retirement health insurance benefit to opt for the PRHCSP contribution. This change may only be made one time. Payments to the PRHCSP will not be retroactive beyond the year during which the change is made. Teachers may not opt to change benefits from the PRHCSP to the post-retirement health insurance benefit.

Subd. 2. Contributions: Contributions shall be paid monthly at a rate of 1/12 of the annual amount for which teachers qualify to receive.

Subd. 3. Part-time Teachers: Section three benefits will be prorated for part-time teachers according to their FTE.

Subd. 4. Cap: There shall be a lifetime per teacher cap of $40,000 on District contributions.

Subd. 5. Amount of the District’s Contribution: Effective beginning with the 2010-11 school year, the District will make an annual contribution to a teacher’s account in the PRHCSP managed by the MSRS in an amount based on their years of service to the Cloquet School District in accordance with the following chart:

<table>
<thead>
<tr>
<th>Years</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 – 6 years</td>
<td>$500</td>
</tr>
<tr>
<td>7 - 10 years</td>
<td>$1,000</td>
</tr>
<tr>
<td>11 - 15 years</td>
<td>$1,500</td>
</tr>
<tr>
<td>16 - 20 years</td>
<td>$2,000</td>
</tr>
<tr>
<td>21+ years</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

Example of interpreting the above chart: Beginning their fourth year with the school district, teachers will be eligible for a $500 benefit, prorated according to FTE.

Subd. 6. Death of Employee. Upon an employee’s death, contributions owed but not yet paid to the HCSP will be paid to the beneficiary.

Subd. 7. Provisions. Should any one or more provisions of Article IX be ruled invalid, the remaining provisions of each section would be severable and remain in full force and effect.

Section 4. Provisions: Should any one or more provisions of Article IX be ruled invalid the remaining provisions of each section would be severable and remain in full force and effect.

ARTICLE X - BENEFITS

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

Section 2. Benefits: The school district shall make available to all teachers whose hours of service constitute the basic teacher's duty day as defined in this Agreement for a minimum of one-half (½) of the teacher duty days in any contract year rounded down to the nearest whole number or any teacher who is under contract as a long-term substitute for a period of 90 days or more, benefit plans as listed below. The defined health insurance plans shall be adopted according to Minnesota law. See 471.6161 GROUP INSURANCE; GOVERNMENTAL UNITS.
A. Hospitalization, Medical, and Surgical Coverage:

Subd. 1. Employee/School District Premium Share: Effective September 1, 2015, hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees with the District bearing the costs as listed in the District’s adopted health insurance plan. The 2019-2020 insurance rates are attached on page 38.

Subd. 2. Premium Increase/Decrease: Adjustments for Plan Cost Changes: In the event the single or dependent premium increases/decreases (from the September 1, 2011 premiums) the District and the employee will share in the insurance plan increases/decreases as follows:

a. Dependent Coverage: The district and employee will share the increases or decreases in premiums equally.

b. Single Coverage: For any amount of premium over $8,000, increases or decreases in the premium shall be 80% district responsibility and 20% employee responsibility.

c. Employees may opt for different plan coverage during the open enrollment period each year.

Subd. 3. Dependent Benefit Coordination: The following section will be administered in accordance with applicable rules and regulations governing coordination of benefits. If an employee's dependent is entitled or would be entitled if enrolled, to have any part of the cost of eligible medical-surgical, hospital, major-medical, and dental services, and supplies paid by the dependent's fully employer-paid insurance plan, even though the dependent does not enroll in the plan or waives or fails to claim benefits under the plan, the Cloquet School District insurance plan will provide secondary coverage only. The amount furnished under this Article shall be reduced so that the total amount paid under this contract and the dependent's fully employer-paid insurance entitlement does not exceed the total charges for covered benefits.

Subd. 4. Singles: Effective September 1, 2005, if an employee chooses a single health plan, the District will contribute $75.00 per month into a Post-Retirement Health Care Savings Plan (PRHCSP) managed by the Minnesota State Retirement System (MSRS).

Effective September 1, 2011, employees eligible to receive group insurance benefits but who choose not to do so shall receive $75.00 per month into a PRHCSP managed by the MSRS.

Upon an employee’s death, contributions owed but not yet paid to the PRHCSP will be paid to the beneficiary.

Subd. 5. Dependents: An employee with a dependent is eligible for coverage of the dependent provided the dependent is not an employee of another employer receiving insurance benefits from said employer as follows:

a. Cash instead of health insurance, or

b. Some type of credit toward the purchase of some other employee benefit instead of health insurance, or

c. Cash in addition to selecting health insurance with a deductible of $750.00 or more instead of a plan with a smaller deductible.
Subd. 6. Eligible Spouse: If a married couple works for the district and are both eligible for district health insurance coverage, the options shall be as follows:
   a. Two single plans, or
   b. One family plan. If enrolled in a family plan, the family premium paid by the employee shall be $1,200 less than the amount paid by other family policy holders if the family is enrolled in an HDHP.
   c. In the case of married employees in which one has a fully paid district provided health care plan, the spouse will receive $600 in PRHCSP. Enrollment in a single plan and a family plan will not be allowed. These benefits shall be prorated according to FTE.
   d. Spouses choosing the reduced family premium option described in the District’s insurance plan will not be eligible for the extra $600 MN PRHCSP contribution.

B. Health Reimbursement Account (HRA)/Health Savings Account (HSA):

Subd. 1. Introduction. Employer shall make an HRA/HSA arrangement available subject to the terms of this agreement for eligible teachers, herein referred to as “Employees.” Procedures and rules for High Deductible Health Plans (HDHP) are part of the district’s policies and procedures.

Eligible Employees who enroll in the HDHP, Employer and Employee shall share in the costs of the plans as listed in the Attachment – 2019-2020 Heath Insurance Costs on page 38.

C. Life Insurance: Life insurance shall be provided at school district expense in an amount of $50,000 to each teacher.

D. Long-term Disability Insurance: Long-term disability benefits will be provided at teacher expense up to 66 2/3% of the teacher’s basic contracted salary to maximum benefit of $3,000.00 per month. There shall be an elimination period of 60 working days.

Subd. 1. Eligibility: All eligible teachers shall be required to participate in the group at their own expense.

Subd. 2. Cost: The salary of each teacher shall be increased by the cost of his/her long-term disability premium.

E. Dental Insurance: Effective October 1, 2005, dental benefits will be paid by the school district at a premium rate of $26.80 per month per eligible employee with single coverage and that dependent coverage will be paid by the school district at the premium rate of $46.78 per month per eligible employee. If the total premium rate exceeds the individual rate as stated above, the school district shall pay for the additional costs of premiums for the term of this contract only. If the total premium rate exceeds the dependent rate as stated above, the school district and the employee shall share the premium increase equally.

Section 3. Part-Time Teacher Benefits: Hospitalization, medical and surgical coverage, life insurance and dental insurance benefits shall also be made available to teachers working half-time or more. For teachers working half-time or more, but less than full-time, the school district shall contribute a pro-rata portion of the school district’s costs of these benefits for full-time teachers.

The school district will contribute its share of the benefit cost only when an eligible teacher elects to participate in a given benefit and agrees to pay their portion of that benefit cost through payroll deduction. Long-term disability benefits shall be made available to teachers working half-time or more at teacher expense.
Section 4. Benefits During Leave: Unless otherwise prohibited in this Agreement, the school district shall make available to all full-time teachers who are on approved leave of absence, benefit plans provided in Article X, Section 2, of this Agreement, provided that the full cost of said benefit plans shall be paid by the teacher on leave of absence, except that all benefits specified under the Family Medical Leave Act (FMLA) shall be available to teachers whose leave is granted under FMLA.

Long-term disability benefits are available at the teacher’s expense up to one (1) year from the effective date of the leave. Extension of long-term disability benefits after one (1) year is not available if additional leave time is granted.

Section 5. Dependents of Deceased Teacher: Dependents of a deceased teacher, who at the time of death is eligible for benefits, provided in Article X, Section 2, of this Agreement, shall continue to be eligible for dependent hospitalization, medical and surgical benefits until the date coverage for your dependents would otherwise terminate under the insurance company's contract. The contribution benefit, to be provided at school district expense up to one (1) year, shall be that amount, which is applicable under Article X, Section 2, A.

Section 6. Benefits Following Termination: Any eligible teacher terminating employment with the school district may continue to receive hospitalization, medical and surgical health insurance, life insurance, and dental insurance, until he/she becomes re-employed by the same or another employer, or for a period of eighteen (18) months after the District stops payment of benefits, whichever is shorter, provided the full cost of said benefits shall be paid on a monthly basis by the teacher who terminated employment. (Except as noted in Article X, Section 5 and Article IX.)

Section 7. Benefits for Teachers on Long-Term Disability: The school district shall make available to eligible teachers who qualify for long-term disability benefits, insurance benefit plans provided in Article X, Section 2, of the Agreement, provided that the full cost of said benefits shall be paid by the teacher on long-term disability.

Section 8. Duration of Annual Health Insurance Benefit: Employees shall be entitled to a full year of health insurance benefits if they work the full contracted school year for teachers, as specified in Article XIV, Section 1.

ARTICLE XI - SICK LEAVE

Section 1. Sick Leave: On the first duty day of each school year, teachers shall be credited with their current allotment of sick leave days according to the following schedule:

   a. For the first three years of employment, teachers shall earn sick leave at a rate of 15 days per year. The first year of employment (one year) shall be counted for any teacher hired between July 1 and June 30 of a given school year.

   b. Starting year four, teachers shall be credited with 13 days of sick leave.

   c. Teachers shall accumulate sick leave according to the following schedule:

      1. On the first teacher duty day of each school year, teachers shall be credited with their current allotment of sick leave.

      2. As of July 1, 2013, sick leave accumulation will be unlimited. Teachers initially employed after September 1, shall be allowed one and one-half (1-1/2) days of sick leave for each month of continuous employment during the first year but not to exceed 15 days. Example: A teacher initially employed on October 1 will immediately be credited with twelve (12) days of sick leave which is equivalent of 1-1/2 days times an eight (8) month contract.
3. For teachers working less than full-time, sick leave shall be pro-rated, i.e., a teacher who qualifies for 15 days of sick leave but only is working three-eighths time will receive fifteen (15) three-eighths days while that teacher, if working (3) full days per week, would receive nine (9) (.6 x 15) days according to FTE.

d. This benefit does not apply to long-term substitutes working less than one-half year.

Subd. 1. Sick Leave Bank: At the beginning of the 1975-76 school year and for the next one (1) year thereafter, each teacher shall contribute one (1) day of sick leave allowance to a common sick leave bank to be administered by the superintendent and Education Minnesota – Cloquet representative. The total at the end of this two-year period shall constitute the maximum for the bank. No further deductions shall be made until the balance in the bank is reduced to less than the total number of teachers employed for that school year. In the event that this action becomes necessary, one (1) day will be deducted from each teacher’s sick leave during any month the balance in the bank is reduced to less than the total number of teachers employed for that school year. Although the total may not equal the beginning maximum, no further deductions shall be made until the total is again reduced to less than the number of teachers employed for that school year. New teachers will be assessed one (1) sick day to be deposited into the sick leave bank on their first day of employment from their yearly allotment.

Purpose: The purpose of the Sick Leave Bank is to provide additional sick leave to those teachers who have exhausted their sick leave and have a catastrophic/long term illness, or accident necessitating an extended absence. Teachers may draw sick leave days from the sick leave bank up to sixty (60) school days per school year, or until they are eligible for long-term disability benefits, whichever is less. The limits identified in the previous sentence are per catastrophic, long term illness, or accident. In any year in which a teacher has drawn from the sick leave bank, the waiting period for re-entry into the sick leave bank, shall be one (1) day and a physician's certificate shall be completed in accordance with procedures outlined in Article XII, Section 5, Subd. 3., of this Agreement. Participation in the sick leave bank is limited to teachers working one-half time or more who have long-term disability insurance coverage for the pro-rata portion of the day for which they are employed. New teachers shall have a ninety (90) school day waiting period before being eligible to use the sick leave bank.

Teachers who use the sick leave bank shall pay those days back to the sick leave bank at a rate of 1/3 of their yearly allotment of sick days. This payback shall occur at the beginning of the school year. For instance, if the yearly allotment is 15 sick leave days, a teacher would pay five (5) days back to the sick leave bank per year until payback is achieved.

Application Process: Applications shall be in writing to the Superintendent. Verification by the attending physician will be provided in writing with the application. The sick leave bank committee comprised of the Superintendent and at least two (2) EMC members will review the application. If an application is denied, the applicant may ask for a review of its initial determination. At the time of application to the sick leave bank a teacher must apply for long term disability (LTD), in accordance with LTD carrier guidelines unless waived by the sick leave bank committee. The total number of days that may be withdrawn from the sick leave bank at any one time shall be up to sixty (60) days per school year, or until they are eligible for long-term disability benefits, whichever is less, per event. The limits identified in the previous sentence are per catastrophic, long term illness, or accident. The teacher shall not be eligible for the sick leave bank if he/she refuses to apply for LTD within thirty (30) days of receiving the forms from the District.

Qualifications: To qualify as a catastrophic/long term illness, or accident for the purposes of this sick leave bank provision, the teacher must have exhausted their personal sick leave accrual, any available paid leave, had six (6) continuous absences without pay, and had:

a. An accident with major injury causing absence by the teacher over an extended period of time and is substantiated in writing, or
b. A serious illness/accident causing absence by the teacher over an extended period of time and is substantiated in writing not including normal pregnancy or childbirth recovery, or

c. A serious and recurring illness causing periodic absence over an extended period of time and substantiated in writing.

**Exemptions:**

a. Except for FMLA or medical leave, teachers on leave are not eligible to access the Sick Leave Bank.

b. A teacher who is collecting benefits from long term disability or workers compensation will not be eligible to access the Sick Leave Bank.

c. Teachers who are working less than full-time shall be eligible for benefits only for the pro-rata portion of the school day for which they are employed.

d. New teachers who have been employed less than ninety (90) school days.

**Subd. 2. Sick Leave Incentive:** See MOU on page 37.

**Subd. 3. Defined:** Sick leave with pay shall be allowed whenever a teacher’s absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Up to five (5) days of sick leave with pay per school year shall be allowed whenever a teacher’s absence is due to the serious illness and/or the temporary disability of the teacher's spouse, adult children, or parent.

**Note:** 181.9413 SICK LEAVE BENEFITS; CARE OF RELATIVES.

(a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, stepsibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary.

**Subd. 4. Notification:** If misuse of sick leave is suspected, the building principal and EMC will meet with the teacher, and at the teacher's option, another representative. After this meeting, the principal may ask the teacher for a medical certificate from a qualified physician at such time as the teacher requests future sick leave for up to one (1) year from the date of this meeting. Failure to comply with this request will result in the leave not being granted.

**Subd. 5. Sick Leave for Childbirth, and/or Pregnancy, and/or Adoption:** Sick leave for childbirth and/or pregnancy, and/or adoption is granted according to one of the following conditions:

a. Following the birth of a child, the mother will be granted sick leave for any school days during the next six (6) calendar weeks. Standard practice is six (6) weeks for regular delivery and eight (8) weeks for a C-Section accompanied by a physician’s orders. Thereafter, a statement from a doctor which verifies the need for additional leave for medical reasons will be needed in order for the mother to qualify for additional leave due to the birth of a child.

b. During a pregnancy, a doctor’s written statement will be needed to verify the need for extended leave due to complications with a pregnancy.

c. If a teacher requests additional FMLA leave due to the birth of a child, the FMLA leave and sick leave shall run concurrently – starting at the same time.
d. Paid sick leave is dependent upon the number of sick days a teacher has accumulated.

e. Sick leave for adoption shall be granted for up to five (5) days.

ARTICLE XII - LEAVES OF ABSENCE

Section 1. Bereavement Leave; Family:

Subd. 1. Qualification of Days: Bereavement leave will be granted in a case of death in the immediate family, which is defined as teacher’s spouse, teacher’s parents, step-parents, children, step-children, grandchildren, sister, brother, stepsibling, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse, causing the teacher to lose working time. This benefit does not apply to long-term substitutes working less than one-half a year. Time allowed for bereavement is not to exceed the following:

a. Three (3) scheduled working days if the distance traveled is 400 miles or less one way;

b. Four (4) scheduled working days if the distance traveled is more than 400, but less than 800 miles one way; and

c. Five (5) scheduled working days if the distance traveled is more than 800 miles one way.

d. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child.

Subd. 2. Additional Leave Days for Bereavement: After the bereavement leave is used as described in subdivision 1, additional days for bereavement may be granted in the order as follows:

a. Any available emergency leave left, as outlined in Section 2, may be used as extended bereavement leave.

b. Any available personal days as outlined in Section 3, may be used as extended bereavement leave.

c. For a second qualifying event in the same school year involving an immediate family member, a teacher may, with administrative approval, be allowed to use up to three (3) sick leave days as extended bereavement leave.

d. Two (2) additional days of bereavement leave may be taken with a deduction per day equal to the daily salary paid to substitute teachers (benefits not included).

Section 2. Emergency Leave: Three (3) working days per year may be granted with pay with the approval of the building principal for emergencies only as defined below. (Note: This section does not apply to long-term substitutes working less than one-half year):

1. Extended Bereavement leave as defined under Section 1.

2. Additional bereavement leave not defined under Section 1.

3. To attend a funeral of a close friend or non-immediate family – principal permission required.

4. Attendance to legal matters, including legal authorities occurring during regular working hours.

5. Serious illness in immediate family requiring a doctor visit or hospitalization (immediate family as defined in Section 1).
6. Natural disasters at an employee’s place of residence which may cause potential structural damage or damage to the contents of the residence.

Section 3. Personal Leave: Each teacher has one (1) working day per year with pay for personal reasons. After three (3) years of continuous service with the school district, teachers will be allowed two (2) working days per year, with pay, for personal reasons. Teachers may carry over one personal leave day per year or be reimbursed. Unused personal days shall be reimbursed at the rate of $120 per day. If available, one personal day will automatically be carried over unless notification is given to the Business Office by the last contract day of the school year. Any remaining day(s) will be automatically paid to the teacher.

Subd. 1. Criteria: It is understood that Personal Leave may not be approved when the number of bargaining unit members using Personal Leave exceeds 10% per day of the building bargaining unit population. For the purpose of determining the number of staff using Personal Leave in any day, a .5 F.T.E. or less is equal to the lower whole number, and an F.T.E. over .5 is equal to the higher whole number.

1. The bargaining unit population per building for the school year shall be determined as of the first teacher duty day.

2. Personal Leave days may be taken in one-half (1/2) day increments based on substitutes availability.

3. Personal Leave days shall apply before deduct of paydays.

4. This section is applicable to those teachers working three-eighths (3/8) time or more per contract day for a minimum of one-half (½) of the teacher duty days in any contract year rounded down to the nearest whole number.

Subd. 2. Additional Rules and Exceptions: Normally, the following rules apply to personal leave days, unless the superintendent gives a waiver for a teacher in a particular situation:

1. Only one (1) Personal Leave day may be taken after April 30th of each school year.

2. Personal Leave days shall not be granted on workshop/in-service days or conference days, unless they are being used to extend Bereavement Leave as described in Section 1 or Emergency Leave as described in Section 2.

3. Staff must give prior notification to the building principal three (3) days in advance except in the event of emergencies.

Subd. 3. Teacher Comp. Days: The above stated procedures for use of personal leave days shall be applied to teacher compensation days earned for such things as committee work. The 10% per day stipulation in Subdivision 1 shall include combined numbers of teachers on personal leave and those using comp days.

Section 4. Requested Leave of Absence: Upon request to the school board, an employee may be granted a leave of absence for a period not exceeding two (2) entire school years. A leave of one (1) school year or less will be counted as a full school year leave.

Subd. 1. Eligibility: A leave of absence, when granted, may be for personal health; illness or death in the family requiring one's assistance; for study for advanced degree or new licensure; travel with an educational purpose; care of dependent children (care of infant only); teacher who accepts a part-time teaching position with the Cloquet School District; superintendent-approved public or private sector work experience program; or in lieu of other teachers being placed upon unrequested leave of absence. This shall not limit the right of a teacher to take leaves of absence pursuant to state and federal laws, i.e. FMLA, M.S. 122A.46, etc.
Subd. 2. Compensation: Such leave of absence shall be without any compensation or expense allowance from school district funds and no experience shall be granted on the salary schedule except as defined in Article VII, Section 3, Subd. 7.

Subd. 3. Benefits: A teacher on leave of absence is eligible to participate in benefits provided in Article X, Section 2, of this Agreement, but shall pay the entire premium, unless contrary to state or federal statute, for such programs as the teacher wishes to retain, commencing with the beginning of the leave of absence (see Article X, Section 4). The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this Section (see Article X, Section 4) unless granted by state or federal statute.

Subd. 4. Exclusions: Teachers on leave of absence are not eligible for sick leave or temporary total disability leave unless granted by state or federal statute.

Subd. 5. Notification of Return: A teacher on a one (1) or two (2) year requested leave of absence must notify the superintendent of schools in writing, on or before March 1 of the ending year of their leave of absence, of their intention to return from leave or if they are requesting an extension of time, from March 1 to March 31. Failure to comply with the deadlines shall constitute a waiver of the right of the teacher for continued employment in Independent School District No. 94. If the teacher is on a leave of absence pursuant to state or federal statute, the notice of return shall be governed by that statute.

Section 5. Temporary Total Disability Leave: The purpose of this policy is to provide an orderly procedure for a teacher who is absent from work due to temporary total disability to be temporarily released from teaching responsibilities. The interests of pupils, continuity of program, and the teacher should be considered in the implementation of this policy.

Subd. 1. Defined: A temporary total disability is defined as the inability of an employee to perform the regular teaching duties because of illness, injury, or pregnancy.

Subd. 2. Notification: When absence from work due to temporary total disability can be predetermined, e.g., pregnancy, a written request for temporary total disability leave of absence shall be forwarded to the superintendent at least forty-five (45) days before the requested date of the leave. The forty-five (45) day requirement will be waived when the request for leave is accompanied by a physician's recommendation.

Subd. 3. Certification: A teacher absent from work for ten (10) consecutive days due to temporary total disability must forward to the superintendent a written statement from a physician certifying inability to resume normal teaching duties; thereafter, such written certification must be forwarded to the superintendent at the end of each fifteen (15) day period that the teacher is absent from work. The fifteen (15) day requirement will be waived when accompanied by a physician's statement certifying the cause and duration of temporary total disability.

Subd. 4. Re-Employment: The teacher will be re-employed when the teacher submits written notice from a physician that the teacher is capable of resuming normal teaching duties. Maximum length of temporary total disability leave will be 12 months but can be extended with mutual agreement between the teacher and the District.

Subd. 5. Re-Instatement: A teacher returning from temporary total disability leave shall be offered a teaching position for which the teacher is properly licensed. The school district will have discharged its responsibility under this Agreement after offering re-employment for the first vacancy that occurs for which the teacher is properly licensed and if the teacher fails to advise the school board within thirty (30) days of the date of notification that a position is available.
**Subd. 6. Benefits:** Teachers on temporary total disability leave are entitled to all benefits provided in Article X, Section 2 of this Agreement and may apply for sick leave as provided in Article XI, Section 1, of this Agreement.

**Section 6. Unrequested Leave of Absence:** The school board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave shall be effective at the close of the school year.

**Subd. 1. Placement on Leave:** In placing teachers on unrequested leave, the school board shall be governed by the following provisions:

a. In any year in which a reduction of teaching staff is occurring and the school district is placing teachers on unrequested leave of absence, only those certificates or licenses actually received by the superintendent’s office for filing as of March 1st of such year shall be considered for purposes of determining lay off within areas of certification for the following school year. A license filed after March 1st shall be considered for purposes of recall but not for the current reduction.

b. **Continuing Contract Teachers:** A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1 – licensed, Tier2 – licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in fields in which they are licensed in inverse order in which they were employed by the school district.

c. Notwithstanding clauses a and b, if either the placing of a probationary teacher on unrequested leave before a teacher who has acquired continuing rights or the placing of a teacher who has acquired continuing contract rights on unrequested leave before another teacher who has acquired continuing contract rights but who has greater seniority would place the District in violation of the law. The District may retain the probationary teacher or the teacher with less seniority.

Teachers placed on unrequested leave of absence shall be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement shall be in the inverse order of placement on leave of absence.

d. If a reduction in number of teachers based on seniority would result in the discontinuance of any College in the Schools courses, the teacher employed in such program may not be placed on ULA and the next senior teacher may be placed on such leave, at the discretion of the school district.

e. No appointment of a new teacher shall be made while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy. When a vacancy occurs, the teacher shall have twenty (20) calendar days from receipt of notification to accept or reject the offer. Rejection of the offer, or failure to respond to the notification of vacancy, if it is equivalent to or exceeds in time previous employment, shall relieve the school district of all re-employment responsibilities. However, if a teacher on unrequested leave is employed at such time as an offer is made and cannot be released in time to accept the offer of re-employment with the school district, he/she shall not lose re-employment rights until the expiration of five (5) years from the teacher’s last regular duty day. A written notification from the teacher’s current employer shall be sent to the superintendent within twenty (20) calendar days of receipt of the re-employment offer.

i. The district will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.
f. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

g. The unrequested leave of absence shall not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service.

h. The unrequested leave of absence of a teacher who is not reinstated shall continue for a period of five (5) years from the teacher's last regular duty day after which the right to reinstatement shall terminate except as set forth in Article XII, Section 6, Subd. 1-e.

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

Subd. 2. Seniority List: By February 1st, the school district, after the execution of this Agreement, shall cause the seniority ranking list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. EMC will have until March 1st to submit any changes to the list due to additional licensure certifications of teachers. The superintendent shall compile a list from District files of seniority by license and Tier level and post a copy in each building where it is accessible to all teachers in the building. Non-tenured substitute teachers who work less than 85 consecutive days and are not already on the seniority list, shall not have the protection of unrequested leave of absence as found in Article XII, Section 6, Subd. 1, of this Agreement and their names shall not appear on the seniority list. However, for those non-tenured substitutes who work 85 or more consecutive days, seniority shall begin with the first actual day worked. Absence due to illness shall not interrupt the 85 consecutive workday period. At the same time, any days missed due to illness shall not be included among the 85 consecutive working days. All non-tenured teachers who experience a break in service of ten (10) student days or more shall be removed from the seniority list. Authorized leaves and unrequested leaves of absence do not constitute a break in service.

Subd. 3. Mailing Address: Upon being placed on unrequested leave of absence, the teacher shall maintain a current address on file with the superintendent.

Subd. 4. Ties in Seniority: Additions to the seniority list now already established shall be determined by:

a. Date that the teacher's contract is approved by the school board.

b. In case of a tie, it shall be determined by the earliest date that a signed contract is received in the Administration Office.

c. If steps a and b have failed to settle a tie, it will be decided by the date of birth, with the oldest person winning the decision.

Section 7. Association Leave Days: At the beginning of each school year, EMC shall be credited with the number of days as per the following table to be used at the discretion of EMC by teachers who are officers or agents of such for conducting the business of EMC. EMC agrees to notify the school board of its designated representative(s) no less than 48 hours in advance when possible of such leave. Unless extreme circumstances dictate, no more than two (2) persons per day may use association leave. (An example of an extreme circumstance would be a negotiation session scheduled during working hours.)

- 9 Days: Teacher salary and substitute paid by District.
- 5 Days: Teacher salary only paid by District; substitute paid by EMC.
- 5 Days: Teacher salary and substitute to be paid by EMC.
Section 8. Military Leave: Military leave shall be granted to a teacher pursuant to M.S. 471.975 and other applicable law.

ARTICLE XIII - HOURS OF SERVICE

Section 1. Basic Day: The basic teacher duty day shall be eight (8) hours inclusive of a duty-free lunch. Teachers may leave the building during their lunch period.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the school district. The specific hours for each building will be designated by the building principal.

Section 3. Additional Activities: It is inevitable that all licensed teaching personnel will have to share in the supervising and directing of a wide variety of out-of-class activities. The duties are inherent in teaching and assignment of such duties shall be in accordance with past practice.

Section 4. Teacher Preparation Time: All full-time teachers in the District shall have a minimum of 50 minutes per day of preparation time. Two blocks of time may be utilized as long as blocks are a minimum of 25 minutes. Part-time teachers shall have preparation time prorated.

As of July 1, 2015, teachers who volunteer to substitute during their preparation time shall be compensated according to Schedule D. Elementary school teachers who volunteer to substitute during their preparation time will receive the amount listed in Schedule D for each 25-minute block of time they cover. (Refer to Schedule D – Instruction for specific amounts).

Reduced prep time on early release, late start, or days shortened by professional duty schedules such as PLC, SDM work, or in-service schedules will be accepted by EMC as full prep time. Principals will use a collapsed schedule as much as feasible in order to equally reduce classes, sections, or preparation times.

Preparation time shall occur only during the student day. Travel time for teachers teaching in two or more buildings or student supervision periods (study hall) shall not count as or toward teacher preparation time.

Section 5. Teacher Work Load: The normal teaching load for secondary classroom teachers in the seven (7) period day shall be five (5) instructional periods, one (1) study hall/supervisory period, and one (1) preparation period, and other assigned duties such as bus duty, homeroom, and the like.

Section 6. Extra Class: As of July 1, 2015, teachers who teach a sixth assignment shall be compensated according to Schedule D or a prorated amount for part years. A sixth assignment will not be made unless the teacher is consulted by the school administration. If the school administration and teacher cannot agree, the matter can be taken to a meeting with EMC and superintendent. (Refer to Schedule D – Instruction, for specific amounts).

Section 7. FTE Calculation: Beginning with the 2007-2008 school year, for teachers in grades 6–12, each class/assignment will be counted as 1/6 of an F.T.E.

Section 8. Study Hall: Scheduled study halls shall be taught by certified teachers.

Section 9. Staffing Study Skills/Supervisory Period at CAAEP: This schedule shall be a seven (7) period day. The process for staffing this schedule and payment for the CAAEP high school staff shall be as follows:

1. Schedule: The daily schedule shall include seven periods. A full-time teacher assignment shall include five instructional periods, one (1) study skills assignment/supervisory period, and one (1) preparation period.

2. Teacher Pay: Each assignment shall be considered to be 1/6 of an F.T.E. A preparation period is not considered an assignment.
ARTICLE XIV - LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: Pursuant to M.S. 120A.40, the school board shall determine the number of school days of each school year on or before April 1 of the calendar year in which such school year commences. Teachers shall perform services on those days as determined by the school board, including those legal holidays on which the school board is authorized to conduct school and pursuant to such authority has determined to conduct school. Effective July 1, 2006, the teacher’s contract year shall consist of 183.5 duty days. Non-tenured (probationary) shall have 184.5 duty days with no additional compensation. First year, probationary teachers shall have 185.5 duty days with no additional compensation. Effective July 1, 2004, the Principal Pre-Approved In-service Day will be changed to an uninterrupted staff workday prior to the first student attendance day.

Section 2. Emergency/Closings: In the event a full student or teacher duty day is lost for emergency closing, make-up of days shall be as follows:

a. On days the school starting time is delayed, teachers’ starting time is delayed correspondingly.

b. On the days school is dismissed early, the teachers may leave after buses have left.

c. On days school is canceled, the following procedure will be observed: On the first two days of school closing of the year, teachers will not be expected to report to school. On the third through seventh school closing, teachers will be required to make up the days as student contact instructional days on teacher in-service dates to be predetermined on the calendar. The dates will be determined by administration with input from the calendar committee. Teachers will not have to make up those in-service dates that were used for student contact make-up dates. In the event there are fewer than two in-service days remaining at the end of the school year, teachers will serve two in-service days for the purposes of end of year activities.

d. In the event the district has a formalized e-learning day plan, teachers will post assignments and be available both online and via phone according to the requirements of the e-learning day plan. E-learning days will count as student contact instructional days.

e. In the event school is closed for more than seven (7) days in a school year, additional classroom days will be scheduled. The additional dates will be determined by the superintendent.

f. In the event that school is closed, and student contact days do not have to be rescheduled to be compliant with state law, as determined by the superintendent, missed student contact days will not be rescheduled.

If school is closed by order of the Governor, the day(s) affected by that order will not have to be made up unless required by the Governor or Legislature.

ARTICLE XV - ECFE TEACHERS

Section 1. Purpose: This article covers Early Childhood Family Education (“ECFE”) teachers in the bargaining unit.

Section 2. Licensure: ECFE teachers hired after July 1, 2007 must have specific licensure in Early Childhood, Family Education/Parent Education.

Section 3. Salary Schedule: ECFE teachers will be placed on a salary schedule as follows:
ECFE Salary Schedule (hourly rate):

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>2019-2020 – 2%</th>
<th>2020-2021 – 1.75%</th>
</tr>
</thead>
<tbody>
<tr>
<td>10+</td>
<td>$31.24</td>
<td>$31.79</td>
</tr>
<tr>
<td>5-9</td>
<td>$29.19</td>
<td>$29.70</td>
</tr>
<tr>
<td>0-4</td>
<td>$27.56</td>
<td>$28.04</td>
</tr>
<tr>
<td>Coordinator Rate</td>
<td>$34.08</td>
<td>$34.67</td>
</tr>
<tr>
<td>Curriculum writing/planning (New hires after 07/01/2004)</td>
<td>$29.08</td>
<td>$29.59</td>
</tr>
</tbody>
</table>

Section 4. ECFE Prep Time: ECFE teachers will be awarded prep time to be calculated at 30 minutes per instructional class period.

Section 5. Contract Year: The parties agree that the limitations of the EMC Master Agreement terms of duty days, hours, normal school calendar, etc. do not apply to the ECFE teachers hired under this program.

Section 6. Duty Day and Program Time: ECFE teachers’ duty days and hours will be set by the ECFE Coordinator subject to approval by the Community Education Director. Each ECFE teacher shall have thirty (30) minutes set up time prior to each class period and thirty (30) minutes take down or reorganization time after each class period. Each teacher shall have an additional sixty (60) minutes organization time twice during the program year.

Subd. 1. Staff Reductions: When the school district concludes that it is necessary to reduce the number of Early Childhood Family Education and School Readiness licensed teachers, the release shall be according in seniority order with the least senior teachers being released first but with the following exceptions:

a. The district can show program justification for departing from seniority.

b. Appropriate licensure may replace a teacher who is not fully licensed for the teaching assignment.

c. Once a teacher retires and returns to teach for the district, that teacher’s seniority starts over with zero experience.

d. Minnesota Statutes which may require other procedures for layoff of teaching personnel shall take priority.

e. When a workload reduction is known ten (10) working days prior to the start of the school year, less senior teachers will be reduced before more senior teachers, unless one of the criteria listed in 1 – 4 in Subd. 1 of this section applies.

Subd. 2. Recall: Recall shall normally be in seniority order with the most senior teachers recalled first, unless one of the criteria listed in a-e in Subd. 1 of this section applies.

Section 7. Scheduling Teachers’ Assignments: ECFE teachers’ assignments will be during the Community Education Department program year during the times of the day and the days of the week which meet the needs of the community served by the Early Childhood Family Education and School Readiness Program.

Section 8. Scheduling Hours: When contracted hours are changed (increased/decreased) changes will be based upon licensure and seniority of the teacher.
**Section 9. Contract Schedules:** The ECFE Coordinator will meet with the Community Education Director to plan the teacher’s contract schedule. Final approval will be given by the Community Education Director.

**Section 10. Seniority:** Seniority is defined as the day on which a teacher is hired by school board action. The ECFE teacher seniority list is exclusive to the ECFE teachers. ECFE teachers do not accumulate seniority on the collective bargaining seniority list and vice versa.

**Section 11. Tenure and Probationary Period:** ECFE teachers are not eligible for tenure in accordance with state statute. ECFE teachers shall serve a probationary period of three (3) years from their first day of actual service. After completion of this period, they may be discharged only for just cause as determined by the school board.

**Section 12. Leaves:**

**Subd. 1. Personal Leave:** ECFE teachers will receive time off with pay for personal reasons according to the following schedule:

Weekly Schedule for the ECFE School Year | Personal Time Off - Annually
--- | ---
1 – 7 Hours | Two (2) Hours
8 – 14 Hours | Four (4) Hours
15 – 20 Hours | Eight (8) Hours
21 – 30 Hours | Sixteen (16) Hours

Personal leave hours shall not be granted on workshop/in-service days or conference days without superintendent approval. Staff must give prior notification to the Community Education Director three (3) days in advance except for emergencies. Unused personal leave hours shall be reimbursed at the rate of $15.00/hour. Up to four (4) personal leave hours can be carried over to the following year.

**Subd. 2. Sick Leave:** ECFE teachers shall receive fifteen (15) hours of sick leave for each full-year class that they teach. For instance, a teacher teaching one class on Tuesdays and two classes on Thursdays would receive 45 hours of sick leave for that school year (3 classes x 15 hours each). Teachers only teaching for part of a year will have the sick leave hours prorated by the following formula: number of week’s class is taught (n) divided by 26 x 15 hours.

\[
\text{(n÷26) x 15 = annual hours of sick leave credited.}
\]

Sick leave may be taken in three (3) hour increments. If approved by the teacher’s supervisor, in advance, sick leave may be taken in one (1) hour increments. Any fraction of an hour will count as a full hour. For the purpose of counting sick leave, a 2.75-hour assignment will count as three hours.

If an ECFE teacher works a minimum of 1275 hours per year, the teacher shall receive 80 hours of sick leave annually. Teachers qualifying for this sick leave calculation may take their leave in four (4) hour increments.

To begin this new sick leave accounting process, effective July 1, 2015, hours of sick leave balance will be the teacher’s normal workday hours x the number of sick leave days in their current sick leave balance. The Community Education Director will determine a teacher’s normal workday hours.

**Section 13. Benefits:** ECFE teachers are eligible for health, dental & life benefits at their own expense if they meet the eligibility requirements of the insurance carriers. ECFE teachers are not required to participate in these insurance plans.
ECFE Teachers are covered by the following Articles of this contract:

I  (Purpose)
II  (Recognition of Exclusive Rep)
III  (Definitions)
IV  (School Board Rights)
V  (Teacher Rights)
VIII  (Extra Compensation)
XII  Leaves of Absence

- Section 1 (Bereavement), ECFE teachers will receive leave time for scheduled hours following the guidelines in Article XII, Section 1, Subd. 1 and 2.
- Example: An ECFE teacher seeking a three (3) day funeral leave would be compensated for any scheduled work time within the three (3) consecutive days.

- Section 4 (subdivisions 1, 2, 4, & 5);
- Section 5 (subdivisions 1 – 5)

XV  (ECFE Teachers)
XVI  (Teacher Discipline)
XVII  (Grievance)
XVIII  (Duration)

ECFE Teachers are not covered by the following Articles of this contract:

VI  (Job Transfers)
VII  (Basic Schedules and Rates of Pay)
IX  (Retirement Insurance Benefits)
X  (Benefits)
XI  (Sick Leave)
XII  (Sections not referenced above)
XIII  (Hours of Service)
XIV  (Length of School Year)

ARTICLE XVI – SHARED DECISION MAKING AND STAFF DEVELOPMENT

Section 1. Shared Decision Making: The School District and EMC will collaborate with a wide range of educational techniques and reforms and participate in Shared Decision Making (SDM). The school board has ultimate authority over decision-making and principals make the decisions regarding their building’s operations, instruction, staff members, and students. However, the parties to this agreement acknowledge that decisions are stronger and most appropriate when they have resulted from the perspectives and expertise of the individuals and/or groups impacted by those decisions. EMC, the school administration, and school board, when appropriate, will jointly explore changes in structure and procedures that will improve student learning.

The process of collaborating in the implementation of SDM will lead to more open communication, trust, and an ability to problem solve to improve quality and positive results of education in the Cloquet School District.

Subd. 1. SDM Process: The building principal, with help from the site staff development coordinator will coordinate the building SDM process. That process will provide for shared decision making that will encourage staff members’ participation in investigating, and implementing, procedures and practices in order to improve educational services and student learning.

SDM will be implemented in each building according to plans and procedures developed by each building’s staff and administration. This process will be based on effective and inclusive communications with teachers and perhaps other staff and community members as designed by the buildings. Examples of communications and participation will include such things as building wide staff meetings, designated
subcommittees, ad hoc committees, building by-laws or written procedures, distribution of minutes of committees and subcommittees, and email communications.

Each building will establish its own meeting times. Staff participation will be highly encouraged but will be voluntary and will not be used as criteria for evaluation of bargaining unit members. Each building will define and document the decision-making procedures for its own building.

Subd. 2. Site SDM Coordinator: The site SDM Coordinator will be selected by the building principal.

a. Duties and Compensation:
   • Attend District Advisory Council (DAC) Meetings.
   • Collaborate with the principals to coordinate site SDM and staff development activities.
   • Collaborate with the staff and building principals for planning effective PLC work.
   • Collaborate with the principal and staff to run site SDM meetings and to achieve effective feedback and communications among the site staff and district administration.
   • Track site projects/events/expenses related to staff development.
   • Collaborate with the DAC chairperson on completing the annual report.
   • Compensation will be in accordance with Schedule D.

Section 2. Staff Development: The school district and EMC agree that through a decision-making process in which a variety of school community members collaborate in identifying problems, defining goals, formulating policy, shaping direction, and ensuring implementations, we can improve our schools. We believe the decisions should be data driven, based on research and best practice, and focus on student achievement and improving teacher instructional practices. The District Advisory Committee (DAC) will provide communication and leadership in continuous improvement that supports the strategic plan.

Subd. 1. DAC Membership:

a. A chairperson
b. A site staff development coordinator from each school building
c. Special education coordinator
d. Two (2) EMC representatives
e. Two (2) school board members
f. Two (2) principals
g. Superintendent
h. Other district level staff as needed or as determined by DAC bylaws

Subd. 2. Duties and Compensation of DAC Membership:

a. DAC Chair. The DAC chair shall be appointed by the superintendent. DAC duties include the following:
   • Chair the meetings.
   • Collaborate with the site SDM coordinators to complete the annual staff development report and then submit that report to the Minnesota Department of Education.
   • Collaborate with the superintendent, principals, and site SDM to help set the agenda for the DAC.
   • Collaborate with DAC membership, administration, and staff to plan for staff workdays, including PLC planning.

b. EMC Representatives. EMC representatives are selected by the EMC Executive Board.
   • Attend DAC meetings.
   • Work with the DAC to help plan and organize staff development activities.
   • Consult DAC on matters pertaining to contractual issues, etc.
• Collaborate with the DAC chairperson and school administration.
• Be liaisons for effective communication among staff and administration.

c. SDM Site Coordinators:
• Collaborate with the principals to coordinate site SDM and staff development activities.
• Collaborate with the staff and building principals for planning effective PLC work.
• Collaborate with the principal and staff to run site SDM meetings and to achieve effective feedback and communications among the site staff and district administration.
• Track site projects/events/expenses related to staff development.
• Collaborate with the DAC chairperson on completing the annual staff development report as required by MDE.

d. Special Education Coordinator. The District’s special education coordinator shall be appointed by the superintendent and school board.
• Attend DAC meetings.
• Serve as the liaison between the DAC and special education staff.
• Help plan and organize staff development and SDM/DAC activities.

Subd. 3. Compensation. Compensation for the positions designated in this subdivision shall be paid according to Schedule D in this contract.

Subd. 4. DAC Bylaws: The DAC may annually review and modify its bylaws.

Subd. 5. Staff Development Policy: District Policy 427 addresses guidelines for the District’s Staff Development Program.

ARTICLE XVII – PEER REVIEW/MENTORSHIP

Section 1. Mentorship Program: M.S. 122A.40, Subdivisions 6 and 8 provides that a school board and an exclusive representative of the teachers shall develop a peer review process for continuing contract and probationary teachers through joint agreement.

Section 2. Purpose: To develop, improve and support effective teaching practices to improve student learning and success. Mentoring is a structured, non-evaluative support process in which a highly skilled and experienced educator facilitates a colleague’s development, with a focus on improving instructional practice.

Section 3. Peer Review Plan: District 94 defines peer review as peer mentorship. Peer mentorship will not be part of the evaluation process. Testimony regarding the mentorship process at any hearing involving teacher employment status will be prohibited. In accordance with M.S. 122A.40, Subdivision 8 –the Mentorship Program will train all mentors and probationary teachers in peer coaching techniques. In order to make coaching effective, opportunities for follow up will be made available to mentors and probationary teachers as requested. Peer coaching can be a valuable tool for professional development and is encouraged as part of each building’s staff development plan for the tenured teacher.

Mentoring will orient and provide support for new and transfer teachers to basic programs and procedures; promote increased student learning by increasing new teacher proficiency in classroom management; provide a bridge for new teachers into the existing staff development programs in the district; and provide training for the teacher evaluation and professional growth plan.
Subd. 1. Definitions: 
- **Mentor**: A tenured teacher currently teaching in School District 94 who remains in their regular teaching assignment while mentoring a probationary teacher. The role of the mentor is that of a guide, supporter, advocate, and role model. Mentors are selected in joint agreement with EMC and the school district. Mentors will be paid according to Schedule D.
- **Mentee**: A probationary teacher currently teaching either full or part time in School District 94.

### ARTICLE XVIII - TEACHER DISCIPLINE

**Section 1. Purpose:** This article covers all teachers in the bargaining unit. Members of the bargaining unit being considered for dismissal shall be covered by M.S. 122A.40 as amended.

**Section 2. Disciplinary Action:**

Subd. 1. **Action**: All disciplinary action, where reasonable, shall be corrective in nature and not punitive. Any disciplinary action shall include only the following:

- a. Oral reprimand, or
- b. Written reprimand, or
- c. Suspension with pay, or
- d. Suspension without pay, or
- e. Withholding a salary increase.

Subd. 2. **Severity**: The severity of discipline chosen by the school district shall be commensurate to the seriousness of the teacher’s misconduct or failure to act.

Subd. 3. **Reprimand**: If an administrator has reason to reprimand an employee, it shall be done in such a manner that will not embarrass the employee before other employees, students, or the public.

Subd. 4. **Identifying Reprimands**: Oral reprimands shall be clearly identified as such at the time disciplinary action is administered.

**Section 3. Procedure for Suspension of Continuing Contract Teachers and Non-Continuing Contract Teachers:**
The District shall not suspend or propose suspension of any teacher without just cause. If the school district believes that there is just cause for suspension, the employee and Education Minnesota-Cloquet shall be notified in writing that the employee has been suspended or proposed for suspension.

Education Minnesota-Cloquet, with the consent of the affected employee, shall have the right to take up the suspension at the fourth (4th) step of the grievance procedure and the matter shall be handled in accordance with this procedure if requested by Education Minnesota-Cloquet. No suspension shall take place until a final determination has been made unless the suspension is the result of action taken place under M.S. 122A.40. In the case of M.S. 122A.40, the ten (10) day limit in Section 3 above does not apply.

**Section 4. Personnel File:**

Subd. 1. **Accordance with Statute**: All files will be kept in accordance with all applicable state statutes and school district policies.

Subd. 2. **Maintained**: Files will be maintained in the building principal’s office or the superintendent’s office.
ARTICLE XIX - GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "Grievance" shall mean a dispute or disagreement between the teacher(s) and the school board as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative: EMC, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act on his or her behalf. The teacher(s) will be represented by EMC.

Section 3. Definitions and Interpretations:

Subd. 1. Variation from Procedure: The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, will require mandatory alleviation of the grievance as outlined in the last statement by EMC or employee.

Subd. 2. Days: "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota law or non-duty days during the school year.

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

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

Section 4. Step One: Any grievance must first be submitted in writing to the building principal within twenty (20) days after the date of the event or through the use of reasonable diligence, the employee should have had knowledge of the occurrence that gave rise to the grievance. An effort may first be made to adjust an alleged grievance informally between the teacher and the parties. The building principal will answer both the employee and EMC in writing within five (5) days of receipt of the written grievance.

Section 5. Step Two: If EMC is not satisfied with the written answer of the building principal in step one; EMC must submit the grievance in writing to the superintendent no later than fifteen (15) days after receipt of the principal's written response.

Section 6. Step Three: The superintendent of schools will meet with the employee and EMC within ten (10) days from receipt of a written grievance for the purpose of discussing said grievance.

Section 7. Superintendent's Reply: The superintendent will, within fifteen (15) days of the meeting as specified in Section 6, Step Three, submit his answer to the employee and EMC with copies to all school board members.

Section 8. Step Four: In the event the grievance is not resolved in Section 7, EMC may submit an appeal to the school board in writing within ten (10) days of the receipt of the superintendent's decision. Within ten (10) days
of the receipt of the appeal, the school board will set a date for hearing the appeal that is mutually agreeable to the parties. The hearing date shall be no more than thirty (30) days after receipt of the appeal unless otherwise mutually agreed. Within five (5) days after the hearing, the school board shall issue its decision in writing to the parties involved.

**Section 9. Grievance Mediation:** EMC and the school district may, if mutually agreed, request Grievance Mediation from the Bureau of Mediation Services (BMS) prior to submitting the grievance to Arbitration. Timelines shall automatically be waived upon a mutual request for Grievance Mediation. If agreement or resolution is not reached in Grievance Mediation, EMC may request that the grievance process shall be automatically resumed within ten (10) days of impasse or at any time by EMC. No offers, counter offers or any documentation relating to Grievance Mediation shall be used by either party in arbitration or any future disputes. If resolution is reached, the agreement shall be put in writing and the grievance withdrawn with or without prejudice by the moving party. Further stipulations regarding grievance mediation are listed below.

a. Any waiver of grievance timelines shall terminate with the completion of the grievance mediation procedure.

b. The parties shall request that the Director of BMS assign a mediator at the earliest possible date, and that the site and date for the grievance mediation be established by the Bureau.

c. No more than one day shall be established for the purpose of conducting grievance mediation.

d. The parties shall be free to determine who will represent them in grievance mediation.

e. The parties shall bear their own expenses for the grievance mediation process.

f. The mediator or the Bureau shall not be empowered to compel a settlement upon the parties.

g. The grievance mediation process shall terminate when a) the mediator determines that settlement is not eminent; b) either party indicates their desire to disengage from mediation by serving written notice to the other party and to the Bureau; or c) the parties reach a mutual settlement.

h. If a settlement is not reached, proposals, statements or any discussion arising from mediation shall not be used in grievance arbitration. The mediator shall not be eligible to arbitrate the instant grievance and shall be prohibited from sharing any information or conferring with an arbitrator relative to the instant grievance.

i. If a settlement is reached, the parties shall commit the agreement in writing which shall be dated and signed by the parties and the mediator. The signed agreement shall be binding on the parties.

**Section 10. Arbitration Procedures:** Any controversy or dispute that has been submitted to the grievance procedure and not therefore resolved may be submitted to arbitration as defined herein.

**Subd. 1. Employee's Request:** EMC must submit the request to arbitrate to the superintendent's office within ten (10) days of receipt of the school board's decision unless the grievance has been submitted for Grievance Mediation.

**Subd. 2. Selection of the Arbitrator:** EMC will request from the Director of the Bureau of Mediation Services (BMS) a list of five names. The parties shall alternately strike names from the list of five arbitrators until only one name remains. If the parties are unable to agree on who shall strike the first
name, the question shall be decided by the flip of a coin. The remaining arbitrator shall hear and decide the grievance.

**Subd. 3. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

**Subd. 4. Decision:** Decisions by the arbitrator in cases properly presented before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by Minnesota law.

**Subd. 5. Expenses:** Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses that the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of arbitration.

**Subd. 6. Jurisdiction:** The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing Agreement.

**Subd. 7. Processing of Grievances:** Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their participation in a grievance proceeding, are as follows:

a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or

b. If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

**ARTICLE XX - DURATION**

**Section 1. Term and Re-Opening Negotiations:** This agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the school board and EMC representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Finality:** Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.
Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof.

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

For Education Minnesota - Cloquet
Name of Organizational Representative:

Jason Godnai, President

Rene’ Montgomery, Lead Teacher Negotiator

For Independent School District No. 94
Name of Organizational Representative:

Ted Lammi, School Board Chair

Nate Sandman, School Board Clerk

Dr. Michael Cary, Superintendent

Dated this 24th day of June 2019

Dated this 24th day of June 2019
Memorandum of Understanding
Sick Leave Incentive

WHEREAS, Education Minnesota Cloquet ("EMC") is the exclusive representative for the teachers employed by Independent School District No. 94, Cloquet ("School District"); and

WHEREAS, EMC and the School District have negotiated collective bargaining agreement Master Agreement") for the period of July 1, 2019 through June 30, 2021; and

WHEREAS, EMC and the School District wish to enter into an MOU regarding Sick Leave Incentive, Article XI, Subd. 2.;

NOW THEREFORE, IT IS HEREBY AGREED as follows:

A tenured teacher who uses no more than three (3) days in that year will be granted one (1) personal leave day to be used the following year as per Article XII, Section 3. If the teacher elects not to use the personal leave day, he/she will be paid at the rate of $120.00.

A teacher who uses two or fewer sick days in a contract year may sell back three sick days at a rate of $120 per day or may elect to receive a personal day to be used the following year as per Article XII, Section 3. A teacher who uses only three (3) sick days in a contract year may sell back two (2) sick days at a rate of $120 per day or elect to receive a personal day to be used the following year as per Article XII, Section 3. If the teacher elects not to use the personal leave day, he/she will be paid at the rate of $120.00. One personal day will automatically be credited to the teacher unless notification is provided to the Business Office by the last contract day of the school year that they would like to sell back eligible sick days. (Rene’, Debbie would like to add this disclaimer to the MOU. Please let us know if you are okay with this).

If the district opts to discontinue this MOU, the previous contract language that is being struck, as noted above, will be reinstated in contract.

This Agreement shall be in effect for the 2019-2020 school year.

ATTEST:

For Education Minnesota Cloquet
Signature: Rene Montgomery Title: Lead Negotiator Date: 6-21-19
Signature: [Signature] Title: EMC - [Title] Date: 6-21-19

For Independent School District No. 94
Signature: [Signature] Title: Chairman Date: 6-24-19
Signature: [Signature] Title: Clerk Date: 6/24/19
Signature: [Signature] Title: Superintendent Date: 6/24/19
### 2019-2020 HEALTH INSURANCE COSTS
(Based on a 1.0 FTE Calculation)

<table>
<thead>
<tr>
<th>2019-2020 Health Insurance Costs</th>
<th>Annual Premium</th>
<th>District Pays/Year</th>
<th>Employee Pays/Year</th>
<th>Employee with Eligible Spouse Pays</th>
<th>District Paid HRA/HSA</th>
</tr>
</thead>
<tbody>
<tr>
<td>500/1,000 Single</td>
<td>$9,684</td>
<td>$9,347</td>
<td>$337</td>
<td></td>
<td>$500</td>
</tr>
<tr>
<td>500/1,000 Family</td>
<td>$26,958</td>
<td>$16,640</td>
<td>$10,318</td>
<td>$9,118</td>
<td></td>
</tr>
<tr>
<td>HDHP 1,350/2,700 Single</td>
<td>$8,910</td>
<td>$8,728</td>
<td>$182</td>
<td></td>
<td>$1,200</td>
</tr>
<tr>
<td>HDHP 1,350/2,700 Family</td>
<td>$24,804</td>
<td>$16,399</td>
<td>$8,405</td>
<td>$7,205</td>
<td></td>
</tr>
<tr>
<td>HDHP 3,375/6,750 Single</td>
<td>$7,188</td>
<td>$7,188</td>
<td>$0</td>
<td></td>
<td>$2,100</td>
</tr>
<tr>
<td>HDHP 3,375/6,750 Family</td>
<td>$20,004</td>
<td>$15,104</td>
<td>$4,900</td>
<td></td>
<td>$3,700</td>
</tr>
<tr>
<td>HDHP 5,000/10,000 Single</td>
<td>$6,336</td>
<td>$6,336</td>
<td>$0</td>
<td></td>
<td>$3,000</td>
</tr>
<tr>
<td>HDHP 5,000/10,000 Family</td>
<td>$17,646</td>
<td>$15,320</td>
<td>$2,326</td>
<td></td>
<td>$1,126</td>
</tr>
<tr>
<td>HDHP 6,750/13,500 Single</td>
<td>$5,904</td>
<td>$0</td>
<td>$5,904</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HDHP 6,750/13,500 Family</td>
<td>$16,440</td>
<td>$0</td>
<td>$16,440</td>
<td>$16,440</td>
<td></td>
</tr>
</tbody>
</table>

Please note: The insurance costs listed above are for the 2019-2020 school year only. The costs will be adjusted for the 2020-2021 school year accordingly.

**HDHP** = High Deductible Health Plan  
**HRA** = Health Retirement Account  
**HSA** = Health Savings Account
### Teachers' Salary Schedule for 2019-2020
SEPTEMBER 1, 2019 – August 31, 2020
SCHEDULE A-1

#### Basic Schedule - 183.5 Days
Cloquet, Minnesota 55720

<table>
<thead>
<tr>
<th>STEP</th>
<th>BA DEGREE</th>
<th>BA+10 (Sem.)</th>
<th>BA+20 (Sem.)</th>
<th>BA+30 (Sem.)</th>
<th>BA+40/M (Sem.)</th>
<th>MA+10 (Sem.)</th>
<th>MA+20 (Sem.)</th>
<th>MA+30 (Sem.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>BA+15 (Qtr.)</td>
<td>BA+30 (Qtr.)</td>
<td>BA+45 (Qtr.)</td>
<td>BA+60/M (Qtr.)</td>
<td>MA+15 (Qtr.)</td>
<td>MA+30 (Qtr.)</td>
<td>MA+45 (Qtr.)</td>
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<tr>
<td>1</td>
<td>40,334</td>
<td>40,848</td>
<td>40,942</td>
<td>41,797</td>
<td>46,235</td>
<td>46,748</td>
<td>47,431</td>
<td>48,794</td>
</tr>
<tr>
<td>2</td>
<td>41,453</td>
<td>41,968</td>
<td>42,651</td>
<td>43,502</td>
<td>48,963</td>
<td>49,477</td>
<td>50,161</td>
<td>51,527</td>
</tr>
<tr>
<td>3</td>
<td>43,163</td>
<td>43,674</td>
<td>44,353</td>
<td>45,213</td>
<td>51,695</td>
<td>52,206</td>
<td>52,894</td>
<td>54,258</td>
</tr>
<tr>
<td>4</td>
<td>45,472</td>
<td>45,645</td>
<td>46,330</td>
<td>47,188</td>
<td>54,744</td>
<td>55,260</td>
<td>55,949</td>
<td>57,319</td>
</tr>
<tr>
<td>5</td>
<td>47,371</td>
<td>48,062</td>
<td>48,233</td>
<td>49,093</td>
<td>57,713</td>
<td>58,233</td>
<td>58,923</td>
<td>60,300</td>
</tr>
<tr>
<td>6</td>
<td>50,137</td>
<td>50,494</td>
<td>51,014</td>
<td>51,708</td>
<td>60,880</td>
<td>61,401</td>
<td>62,093</td>
<td>63,475</td>
</tr>
<tr>
<td>7</td>
<td>53,448</td>
<td>53,818</td>
<td>54,341</td>
<td>64,069</td>
<td>64,593</td>
<td>65,287</td>
<td>66,852</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>56,969</td>
<td>57,163</td>
<td>67,279</td>
<td>67,803</td>
<td>68,503</td>
<td>70,247</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>60,517</td>
<td>71,217</td>
<td>71,747</td>
<td>72,445</td>
<td>74,195</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>75,270</td>
<td>75,824</td>
<td>76,565</td>
<td>78,415</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

*Refer to Article VI, Section 3 of this Agreement as to application.

Note: Maximum on the BA lane is Step 6; on the BA+10/BA+15 lane, Step 7; BA+20/BA+30 lane, Step 8; and on the BA+30/BA+45 lane, Step 9.

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### Teachers' Salary Schedule for 2020-2021
SEPTEMBER 1, 2020 - AUGUST 31, 2021
SCHEDULE A-2

#### Basic Schedule - 183.5 Days
Cloquet, Minnesota 55720

<table>
<thead>
<tr>
<th>STEP</th>
<th>BA DEGREE</th>
<th>BA+10 (Sem.)</th>
<th>BA+20 (Sem.)</th>
<th>BA+30 (Sem.)</th>
<th>BA+40/M (Sem.)</th>
<th>MA+10 (Sem.)</th>
<th>MA+20 (Sem.)</th>
<th>MA+30 (Sem.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>BA+15 (Qtr.)</td>
<td>BA+30 (Qtr.)</td>
<td>BA+45 (Qtr.)</td>
<td>BA+60/M (Qtr.)</td>
<td>MA+15 (Qtr.)</td>
<td>MA+30 (Qtr.)</td>
<td>MA+45 (Qtr.)</td>
</tr>
<tr>
<td>1</td>
<td>41,040</td>
<td>41,563</td>
<td>41,659</td>
<td>42,528</td>
<td>47,044</td>
<td>47,566</td>
<td>48,268</td>
<td>49,647</td>
</tr>
<tr>
<td>2</td>
<td>42,179</td>
<td>42,703</td>
<td>43,397</td>
<td>44,263</td>
<td>49,820</td>
<td>50,343</td>
<td>51,039</td>
<td>52,428</td>
</tr>
<tr>
<td>3</td>
<td>43,918</td>
<td>44,438</td>
<td>45,129</td>
<td>46,004</td>
<td>52,600</td>
<td>53,120</td>
<td>53,819</td>
<td>55,208</td>
</tr>
<tr>
<td>4</td>
<td>46,267</td>
<td>46,444</td>
<td>47,141</td>
<td>48,014</td>
<td>55,702</td>
<td>56,227</td>
<td>56,928</td>
<td>58,322</td>
</tr>
<tr>
<td>5</td>
<td>48,200</td>
<td>48,903</td>
<td>49,077</td>
<td>49,952</td>
<td>58,723</td>
<td>59,252</td>
<td>59,954</td>
<td>61,356</td>
</tr>
<tr>
<td>6</td>
<td>51,015</td>
<td>51,378</td>
<td>51,907</td>
<td>52,613</td>
<td>61,946</td>
<td>62,476</td>
<td>63,180</td>
<td>64,586</td>
</tr>
<tr>
<td>7</td>
<td>54,384</td>
<td>54,760</td>
<td>55,292</td>
<td>56,191</td>
<td>65,723</td>
<td>66,429</td>
<td>68,021</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>57,966</td>
<td>58,163</td>
<td>68,457</td>
<td>68,990</td>
<td>69,702</td>
<td>71,476</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>61,576</td>
<td>72,463</td>
<td>73,003</td>
<td>73,712</td>
<td>75,493</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>76,587</td>
<td>77,151</td>
<td>77,905</td>
<td>79,787</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The anniversary date for the wages and salaries reflected in Schedule C, below, shall be August 1st of each contract year.

### SCHEDULE C
#### EXTRACURRICULAR SCHEDULE

<table>
<thead>
<tr>
<th>ADVISORS</th>
<th>2019-2020</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Senior Class</td>
<td>$2,431</td>
<td>$2,474</td>
</tr>
<tr>
<td>1 Junior Class</td>
<td>$2,126</td>
<td>$2,163</td>
</tr>
<tr>
<td>2 Sophomore Class/Freshman Class *</td>
<td>$922</td>
<td>$938</td>
</tr>
<tr>
<td>1 Student Council</td>
<td>$2,118</td>
<td>$2,155</td>
</tr>
<tr>
<td>1 National Honor Society - Sr. High</td>
<td>$2,118</td>
<td>$2,155</td>
</tr>
<tr>
<td>1 CAAEP Student Council</td>
<td>$2,118</td>
<td>$2,155</td>
</tr>
<tr>
<td>1 Homecoming</td>
<td>$366</td>
<td>$372</td>
</tr>
<tr>
<td>Club Activity 10-12 Mtgs. Middle School *</td>
<td>$309</td>
<td>$314</td>
</tr>
<tr>
<td>Club Activity 20-24 Mtgs. Middle School *</td>
<td>$611</td>
<td>$622</td>
</tr>
</tbody>
</table>

### ATHLETICS

#### Baseball

<table>
<thead>
<tr>
<th>1 Head Coach</th>
<th>$4,569</th>
<th>$4,649</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Assistant - 70%</td>
<td>$3,197</td>
<td>$3,253</td>
</tr>
</tbody>
</table>

#### Basketball (Boys)

<table>
<thead>
<tr>
<th>1 Head Coach</th>
<th>$6,088</th>
<th>$6,195</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Assistant - 70%</td>
<td>$4,262</td>
<td>$4,337</td>
</tr>
<tr>
<td>1 Grade 10 - 59%</td>
<td>$3,592</td>
<td>$3,655</td>
</tr>
<tr>
<td>1 Grade 9 - 54%</td>
<td>$3,288</td>
<td>$3,346</td>
</tr>
<tr>
<td>1 Grade 8 - 43%</td>
<td>$2,618</td>
<td>$2,664</td>
</tr>
<tr>
<td>1 Grade 7 - 43%</td>
<td>$2,618</td>
<td>$2,664</td>
</tr>
</tbody>
</table>

#### Cheerleaders

| 1 Senior High  Fall | $2,226 | $2,265 |
| 1 Senior High  Winter | $2,804 | $2,853 |
| 1 Middle School (Pep Club is no longer included) * | $1,526 | $1,553 |

#### Cross Country

| 1 Head Coach (Boys and Girls) | $3,798 | $3,864 |
| 1 Assistant - 70% (Boys and Girls) | $2,659 | $2,706 |

#### Wrestling Coaches

<table>
<thead>
<tr>
<th>1 Head Coach</th>
<th>$6,088</th>
<th>$6,195</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Assistant - 70%</td>
<td>$4,262</td>
<td>$4,336</td>
</tr>
</tbody>
</table>

#### Football

<table>
<thead>
<tr>
<th>1 Head Coach</th>
<th>$6,088</th>
<th>$6,195</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Assistant - 70%</td>
<td>$4,262</td>
<td>$4,337</td>
</tr>
<tr>
<td>1 Asst. Desig. B Team Head - 70%</td>
<td>$4,262</td>
<td>$4,337</td>
</tr>
<tr>
<td>1 B Team Assistant - 59%</td>
<td>$3,592</td>
<td>$3,655</td>
</tr>
<tr>
<td>1 Grade 9 Head - 54%</td>
<td>$3,288</td>
<td>$3,346</td>
</tr>
<tr>
<td>1 Grade 9 Assistant - 43%</td>
<td>$2,618</td>
<td>$2,664</td>
</tr>
<tr>
<td>1 Grades 7 &amp; 8 Head - 38%</td>
<td>$2,315</td>
<td>$2,356</td>
</tr>
<tr>
<td>3 Grades 7 &amp; 8 Assistant - 27%</td>
<td>$1,644</td>
<td>$1,673</td>
</tr>
<tr>
<td>Sport</td>
<td>(Boys)</td>
<td>(Girls)</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------------------------</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>Golf</td>
<td>1 Head Coach</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Assistant – 70% (Boys/Girls)</td>
<td></td>
</tr>
<tr>
<td>Hockey</td>
<td>1 Head Coach</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Assistant - 70%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Junior Varsity - 59%</td>
<td></td>
</tr>
<tr>
<td>1 Pep Club (Senior High Spirit Club) *</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soccer</td>
<td>1 Head Coach</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Assistant - 70%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Junior Varsity - 59%</td>
<td></td>
</tr>
<tr>
<td>Ski (Boys and Girls)</td>
<td>1 Downhill Coach</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Downhill Assistant – 70%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Cross Country</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Cross Country Assistant - 70%</td>
<td></td>
</tr>
<tr>
<td>Swimming</td>
<td>1 Head Coach</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Assistant - 70%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Middle School - 48% *</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Synchronized *</td>
<td></td>
</tr>
<tr>
<td>Tennis</td>
<td>1 Head Coach (Sr. High)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Assistant - 48%</td>
<td></td>
</tr>
<tr>
<td>Track (Boys)</td>
<td>1 Head Coach</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 Assistant - 70%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 Middle School – 48%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The following positions apply if Senior High track program is operated as a combined, boys’ and girls’ program: (no change in Middle School)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 Assistants - 70%</td>
<td></td>
</tr>
<tr>
<td>Volleyball (Girls)</td>
<td>1 Head Coach</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Assistant - 70%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Junior Varsity - 59%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Grade 9 - 54%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 Middle School - 45%</td>
<td></td>
</tr>
<tr>
<td>Activity</td>
<td>2019-2021</td>
<td>2020-2021</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------</td>
<td>-----------</td>
</tr>
<tr>
<td><strong>First Robotics – (Added)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Head Coach</td>
<td>$2,040</td>
<td>$2,076</td>
</tr>
<tr>
<td><strong>Robotics</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Head Coach</td>
<td>$2,226</td>
<td>$2,265</td>
</tr>
<tr>
<td><strong>Trap Shooting</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Head Coach</td>
<td>$2,226</td>
<td>$2,265</td>
</tr>
<tr>
<td><strong>INSTRUCTION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3 School Patrol Advisors</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Middle School</td>
<td>$1,827</td>
<td>$1,859</td>
</tr>
<tr>
<td>Washington School</td>
<td>$1,827</td>
<td>$1,859</td>
</tr>
<tr>
<td>Churchill School</td>
<td>$1,827</td>
<td>$1,859</td>
</tr>
<tr>
<td>1 Knowledge Bowl - Senior High</td>
<td>$1,935</td>
<td>$1,969</td>
</tr>
<tr>
<td>1 Knowledge Bowl - Middle School</td>
<td>$968</td>
<td>$985</td>
</tr>
<tr>
<td>1 Future Problem Solvers - Senior High</td>
<td>$968</td>
<td>$985</td>
</tr>
<tr>
<td>1 Future Problem Solvers - Middle School</td>
<td>$968</td>
<td>$985</td>
</tr>
<tr>
<td>Mock Trial</td>
<td>$1,935</td>
<td>$1,969</td>
</tr>
<tr>
<td>Math Team - Senior High</td>
<td>$1,462</td>
<td>$1,488</td>
</tr>
<tr>
<td>Math Counts - Middle School</td>
<td>$732</td>
<td>$745</td>
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<tr>
<td><strong>Intramurals</strong></td>
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<td></td>
<td>$2,738</td>
<td>$2,786</td>
</tr>
<tr>
<td><strong>DESTINATION IMAGINATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coordinator (Amt. per team – max. salary is six times amt. listed)</td>
<td>$250</td>
<td>$254</td>
</tr>
<tr>
<td>Destination Imagination - Senior High Coaches +</td>
<td>$498</td>
<td>$507</td>
</tr>
<tr>
<td>Destination Imagination - Middle School Coaches +</td>
<td>$498</td>
<td>$507</td>
</tr>
<tr>
<td>+ Administrative approval is required for more than six teams</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>JOURNALISM</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Annual (Senior High)</td>
<td>$5,172</td>
<td>$5,263</td>
</tr>
<tr>
<td>1 Photography *</td>
<td>$2,126</td>
<td>$2,163</td>
</tr>
<tr>
<td>1 Newspaper (Senior High) *</td>
<td>$3,044</td>
<td>$3,097</td>
</tr>
<tr>
<td>1 Newspaper (Middle School)</td>
<td>$1,827</td>
<td>$1,859</td>
</tr>
<tr>
<td>1 Memory Book (Middle School)</td>
<td>$1,827</td>
<td>$1,859</td>
</tr>
<tr>
<td>1 CAAEP Yearbook</td>
<td>$1,827</td>
<td>$1,859</td>
</tr>
<tr>
<td><strong>MUSIC</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Pep Band (Senior High)</td>
<td>$4,262</td>
<td>$4,337</td>
</tr>
<tr>
<td>1 Strings (Senior High)</td>
<td>$1,827</td>
<td>$1,859</td>
</tr>
<tr>
<td>1 Vocal (Senior High)</td>
<td>$1,827</td>
<td>$1,859</td>
</tr>
<tr>
<td>1 Danceline (Senior High)</td>
<td>$3,488</td>
<td>$3,549</td>
</tr>
<tr>
<td>1 Majorettes (Senior High) *</td>
<td>$3,044</td>
<td>$3,097</td>
</tr>
<tr>
<td>1 Majorettes (Middle School) *</td>
<td>$916</td>
<td>$932</td>
</tr>
<tr>
<td>1 Danceline (Middle School) *</td>
<td>$916</td>
<td>$932</td>
</tr>
<tr>
<td>1 Marching Band - At least four (4) events with at least two (2) * occurring during the summer vacation time; plus, for each event over four (4)</td>
<td>$3,044</td>
<td>$3,097</td>
</tr>
<tr>
<td>1 Marching Band Assistant - 40% *</td>
<td>$140</td>
<td>$142</td>
</tr>
<tr>
<td></td>
<td>$1,218</td>
<td>$1,239</td>
</tr>
</tbody>
</table>
### SPEECH AND DRAMA

<table>
<thead>
<tr>
<th>Position</th>
<th>2019-2020</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Three-Act Play Director</td>
<td>$3,351</td>
<td>$3,410</td>
</tr>
<tr>
<td>1 First Assistant - Three-Act Play - 70%</td>
<td>$2,345</td>
<td>$2,386</td>
</tr>
<tr>
<td>1 Musical Director</td>
<td>$5,172</td>
<td>$5,263</td>
</tr>
<tr>
<td>1 First Assistant Musical - 70%</td>
<td>$3,619</td>
<td>$3,682</td>
</tr>
<tr>
<td>1 Second Assistant Musical - 59%</td>
<td>$3,048</td>
<td>$3,101</td>
</tr>
<tr>
<td>1 Debate *</td>
<td>$3,044</td>
<td>$3,097</td>
</tr>
<tr>
<td>1 Second Assistant - Three-Act Play - 59% *</td>
<td>$1,977</td>
<td>$2,012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Position</th>
<th>2019-2020</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 One-Act Play Director</td>
<td>$1,827</td>
<td>$1,859</td>
</tr>
<tr>
<td>1 Assistant One-Act Play - 59%</td>
<td>$1,079</td>
<td>$1,098</td>
</tr>
<tr>
<td>1 Third Assistant Musical - 59% *</td>
<td>$2,482</td>
<td>$2,525</td>
</tr>
<tr>
<td>1 Head Speech (Senior High) *</td>
<td>$2,126</td>
<td>$2,163</td>
</tr>
<tr>
<td>1 Assistant Speech (Senior High) *</td>
<td>$1,384</td>
<td>$1,408</td>
</tr>
<tr>
<td>1 Head Speech (Middle School) *</td>
<td>$1,219</td>
<td>$1,240</td>
</tr>
<tr>
<td>1 Drama Fall Play (Middle School) *</td>
<td>$2,073</td>
<td>$2,109</td>
</tr>
<tr>
<td>1 Drama Spring Play (Middle School) *</td>
<td>$2,073</td>
<td>$2,109</td>
</tr>
</tbody>
</table>

* = Previously cut positions

The anniversary date for the wages and salaries reflected in Schedule D, below, shall be August 1 of each contract year.

### SCHEDULE D

#### EXTRACURRICULAR SCHEDULE

### ATHLETIC ADULT SERVICE CREWS 1/A208

<table>
<thead>
<tr>
<th>Activity</th>
<th>2019-2020</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swimming (per night)</td>
<td>$27.22</td>
<td>$27.70</td>
</tr>
<tr>
<td>Volleyball-Football (per night)</td>
<td>$29.78</td>
<td>$30.30</td>
</tr>
<tr>
<td>Basketball (per night)</td>
<td>$33.74</td>
<td>$34.33</td>
</tr>
<tr>
<td>Hockey (per night)</td>
<td>$36.12</td>
<td>$36.75</td>
</tr>
</tbody>
</table>

### ATHLETICS

Activities director Boys’ & Girls’

- $10,574
- $10,759

Board may hire non-certified staff to fill this position.

Position includes 10 summer days, plus administration may approve up to ten (10) comp days if needed.

### CURRICULUM DEVELOPMENT & PROGRAM SUPERVISION

<table>
<thead>
<tr>
<th>Position</th>
<th>2019-2020</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curriculum Writing (per hour)</td>
<td>$27.39</td>
<td>$27.87</td>
</tr>
<tr>
<td>1 Elementary Curriculum Coordinator</td>
<td>$2,479</td>
<td>$2,522</td>
</tr>
<tr>
<td>1 Secondary Curriculum Coordinator (Reading)</td>
<td>$1,624</td>
<td>$1,652</td>
</tr>
<tr>
<td>1 College-In-The Schools Coordinator</td>
<td>$4,834</td>
<td>$4,919</td>
</tr>
<tr>
<td>1 Pro-Tech Coordinator</td>
<td>$5,389</td>
<td>$5,483</td>
</tr>
<tr>
<td>Position</td>
<td>2019-2020</td>
<td>2020-2021</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----------</td>
<td>-----------</td>
</tr>
<tr>
<td>Instructional Computer Coordinator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Middle School</td>
<td>$2,636</td>
<td>$2,682</td>
</tr>
<tr>
<td>1 Senior High</td>
<td>$2,636</td>
<td>$2,682</td>
</tr>
<tr>
<td>2 Elementary</td>
<td>$2,636</td>
<td>$2,682</td>
</tr>
<tr>
<td>1 CAAEP</td>
<td>$1,318</td>
<td>$1,341</td>
</tr>
<tr>
<td>1 Non-licensed Vocational Director</td>
<td>$1,556</td>
<td>$1,583</td>
</tr>
</tbody>
</table>

### REGULAR CONTRACTED TEACHER SUBSTITUTING
**DURING PREPARATION PERIOD**

<table>
<thead>
<tr>
<th>Period</th>
<th>2019-2020</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secondary Prep Period</td>
<td>$32.39</td>
<td>$32.96</td>
</tr>
<tr>
<td>Elementary Prep Period (per 25-minute period)</td>
<td>$16.20</td>
<td>$16.48</td>
</tr>
</tbody>
</table>

### SIXTH PERIOD ASSIGNMENT

<table>
<thead>
<tr>
<th>Role</th>
<th>2019-2020</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secondary Teacher Teaching a Sixth Period</td>
<td>$4,697</td>
<td>$4,779</td>
</tr>
</tbody>
</table>

### DEPARTMENT HEADS/TEAM LEADERS

<table>
<thead>
<tr>
<th>Grade Range</th>
<th>2019-2020</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-12 Department Heads</td>
<td>$2,012</td>
<td>$2,047</td>
</tr>
</tbody>
</table>

1/ Rate to be paid in the event teachers are employed to perform these functions

### NORTH CENTRAL

<table>
<thead>
<tr>
<th>Committee/Role</th>
<th>2019-2020</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curriculum/Instruction Committee Chairperson</td>
<td>$5,832</td>
<td>$5,934</td>
</tr>
<tr>
<td>(Includes North Central &amp; Staff Development)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N.C. Program Committee Chairperson</td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-4th Grade</td>
<td>$889</td>
<td>$905</td>
</tr>
<tr>
<td>5th-8th Grade</td>
<td>$889</td>
<td>$905</td>
</tr>
<tr>
<td>9th-12th Grade</td>
<td>$889</td>
<td>$905</td>
</tr>
<tr>
<td>K-6th Grade</td>
<td>$1,221</td>
<td>$1,242</td>
</tr>
<tr>
<td>7th-12th Grade * *</td>
<td>$1,821</td>
<td>$1,853</td>
</tr>
<tr>
<td>K-12th Grade * *</td>
<td>$2,221</td>
<td>$2,260</td>
</tr>
</tbody>
</table>

### DISTRICT COMMITTEE WORK
- Up to three (3) days per committee to be paid at the teacher’s basic daily rate of pay.

#### District Advisory Committee (DAC)
Chairperson: $600.00 + one (1) to three (3) days compensation.
Committee Members: one (1) to three (3) days compensation.

#### Curriculum Subject Committees (CSC)
Chairperson: $600.00 + one (1) to three (3) days compensation.
Committee Members: one (1) to three (3) days compensation.

#### District SDM Committee
Chairperson: $600.00 + one (1) to three (3) days compensation.
Committee Members: one (1) to three (3) days compensation.

#### SDM Site Committees
Chairperson: $600.00 + one (1) to three (3) days compensation.
Committee Members: one (1) to three (3) days compensation.
SDM Site Coordinator
One (1) day for building SDM compensation.

Peer Review [Mentorship]
Mentors will receive one (1) day of compensation or one (1) day of pay at the teacher’s daily rate of pay.

District Approved Committee(s)
In order to qualify for committee compensation, a committee must be approved by the superintendent and meet at least eight (8) hours beyond the regular teacher duty day. Requests to form new committees should be presented to the superintendent in writing by the building principal and/or chairperson of the committee. When the superintendent approves the committee, he/she will specify any time limits up to a maximum of three (3) days. Compensation per District Committee Guidelines.

District Committee Work Guidelines for Compensation:
1. Committee compensation should be based on daily rate of pay. A teacher can take at least one (1) day as compensation day per committee.
2. Compensation is based on one (1) hour beyond the duty day = one (1) hour of pay (daily rate).
3. The number of days allowable for compensation will be dependent on the amount of time required and determined by the Chairperson.
4. In the event committee meetings are scheduled during the regular duty day, a teacher shall be compensated a minimum of one (1) day.
5. In the event a standing committee meets less than eight (8) hours, but at least six (6) hours during the school year, the member will receive one (1) day of compensation based on their daily rate of pay.

INSTRUCTION

<table>
<thead>
<tr>
<th></th>
<th>2019-2020</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evening school including GED and credit classes (doesn’t include Community Education or Vocational Apprenticeship programs); (per hour)</td>
<td>$ 32.88</td>
<td>$ 33.46</td>
</tr>
<tr>
<td>Homebound (per hour)</td>
<td>$ 30.71</td>
<td>$ 31.25</td>
</tr>
<tr>
<td>Summer School (per hour)</td>
<td>$ 33.29</td>
<td>$ 33.87</td>
</tr>
<tr>
<td>(Includes Summer Music Lessons)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

MISCELLANEOUS

<table>
<thead>
<tr>
<th></th>
<th>2019-2020</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Work (per hour)</td>
<td>$ 25.84</td>
<td>$ 26.29</td>
</tr>
<tr>
<td>Chaperone (per event)</td>
<td>$ 32.74</td>
<td>$ 33.31</td>
</tr>
<tr>
<td>(See chaperoning or specified school activities policy)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher Advisor Event with Student + (per day)</td>
<td>$ 170.22</td>
<td>$ 173.20</td>
</tr>
<tr>
<td>Teacher Event/No Students + (per day) (i.e., conferences, workshops)</td>
<td>$ 137.75</td>
<td>$ 140.16</td>
</tr>
</tbody>
</table>

+ Prior administration approval required
+ Does not apply to activities where teachers have extracurricular contracts
+ Actual scheduled day(s) of the event only qualifies for the daily rate of payment when they are non-contractual days.

Teachers not under extra service contract supervising approved overnight activities with students shall be paid per overnight:

<table>
<thead>
<tr>
<th></th>
<th>2019-2020</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 88.31</td>
<td>$ 89.86</td>
<td></td>
</tr>
</tbody>
</table>

1/ Rate to be paid in the event teachers are employed to perform these functions.
ISD POLICY #422.5 EXTRA-CURRICULAR REVIEW SCHEDULE D

I. GENERAL STATEMENT OF POLICY

   Section 1. Committee Members
   Immediate supervisor (building principal, etc.)
   School superintendent
   Education Minnesota – Cloquet representative

   Section 2. Committee Meetings and Responsibilities - The Extra-Curricular Review Schedule D Committee shall meet beginning in November of each even-numbered year beginning in 1990 for the purpose of reviewing and hearing adjustment to the Extra-Curricular Review Schedule D. Those activities listed under Schedule D are eligible for review.

   The committee will meet as needed to address additions or deletions to Schedule D.

Section 3. Changes and Adjustments to Schedule D:

   Subd. 1. Addition and Removal of Schedule D positions:
   Positions may be added to or removed from Schedule D by using the following procedure:
   1. Present to and receive approval of the building principal.
   2. Present to and receive approval of the superintendent.
   3. Present to and receive preliminary approval of the school board.
   4. Present to Schedule D Committee for the purpose of establishing salary.
   5. Receive final approval of the school board.

   Subd. 2. Expansion and Reduction of Schedule D positions:
   Positions may only be expanded or reduced from Schedule D by using the procedure in Subd. 1 of Section 3 of this Article. A Schedule D position shall be considered for expansion or reduction if one of the following criteria is met:
   1. An employee requests that a position be expanded or reduced.
   2. The school board expands or reduces a position.

   Subd. 3. The Cost: The cost increase incurred by the addition or expansion of a Schedule D position shall be the responsibility of the school district. The cost reduction from the removal or reduction of a Schedule D position shall revert to the school district.

Section 4. Review Procedure:

   Subd. 1. Review Form: The Schedule D Review Form must be completed and returned to the immediate supervisor (principal, etc.) by November 1 of each even-numbered year. Forms will be available in each building.

   Subd. 2. Hearing: The committee shall meet to hear all reviews. Employees directly related to the review have the right to be present at the hearing and to present their review to the committee.

   Subd. 3. Decision: The committee shall decide all reviews by April 1 of each odd-numbered year and provide a written statement of the reasons for accepting or rejecting, all or in part, the review for adjustment.
Review of Extracurricular Positions – Schedule D

I) Request for Review is being made by:
   1) Name: ___________________________________  Job Title: __________________________

II) Title of Position or Committee:

   ______________________________________________________________

III) Check One:
   1) _____ This position is being reviewed for possible addition to Schedule D.
   2) _____ This position is being reviewed for possible removal of Schedule D.
   3) _____ This position is being reviewed for possible expansion.
   4) _____ This position is being reviewed for possible reduction.

IV) Rationale for Action Being Requested:
Attach explanation if more room is needed. If the formation of a committee is being requested, include the number of committee members and how often the committee will meet.

_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

V) Action Taken:
   1) Principal
       _____ Request Approved   _____ Request Denied
       Principal’s Signature: ___________________________ Date: _____________
   2) Superintendent
       _____ Request Approved   _____ Request Denied
       Superintendent’s Signature: __________________________ Date: _____________
   3) School Board
       _____ Request Preliminarily Approved   _____ Request Denied
       Board Chair’s Signature: __________________________ Date: _____________
   4) Committee
       _____ Request Approved   _____ Request Denied
       Comm. Chair’s Signature: __________________________ Date: _____________

VI) Final School Board Action if Needed:
   _____ Request Approved   _____ Request Denied
   Board Chair’s Signature: __________________________ Date: _____________
Sick Bank Application

NAME: ____________________________________________________________ DATE: ______________

CURRENT CERTIFIED POSITION: __________________________________________________________

REASON FOR REQUEST: (YOU MUST INCLUDE ISD #94 DOCTOR’S ORDER)
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

NUMBER OF DAYS REQUESTED FROM SICK BANK AND SPECIFIC DATES:
____________________________________________________________________________________
____________________________________________________________________________________

APPROVED:

_____ FOR _____ DAYS

NOT APPROVED: ______

REASON:
____________________________________________________________________________________
____________________________________________________________________________________

ATTEST:

____________________________________________________________________________________
____________________________________________________ _____________________________
Jason Godnai, Education Minnesota – Cloquet, President Date

____________________________________________________________________________________
____________________________________________________ _____________________________
Paul Riess, EMC Benefits Chair Date

____________________________________________________________________________________
____________________________________________________ _____________________________
Dr. Michael Cary, Superintendent, ISD #94 Date

____________________________________________________________________________________
____________________________________________________ _____________________________
Ted Lammi, School Board Chair, ISD #94 Date