

Master Agreement

INDEPENDENT SCHOOL DISTRICT NO. 763

Medford, Minnesota

and

MEDFORD EDUCATION ASSOCIATION

July 1, 2021, through June 30, 2023

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ARTICLE I - PURPOSE

This Agreement is entered into between Independent School District No. 763, Medford, Minnesota, hereinafter referred to as the School District, and the Medford Minnesota Educational Associations (M.M.E.A.), hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes that M.M.E.A. as the exclusive representative of the teachers employed by Independent School District No. 763, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Units: The exclusive representative shall represent all the teachers of the School District as defined in this Agreement and in said Act.

ARTICLE III - DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment", means the hours of employment, the compensation, therefore, including fringe benefits other than employer payment of, or contribution to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of the School District. Terms and conditions of employment are subject to the provisions of the P.E.L.R.A.

Section 2. Teacher: The term, "teacher", shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota, but shall not include Superintendent, Assistant Superintendent, Principals, and Assistant Principals who devote more than fifty percent of their time to administration of supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

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

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

ARTICLE IV - SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to,

such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Relations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated official 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. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

Section 5: Meet and Confer: The School District has the obligation to meet and confer with the Association to discuss policies and those matters relating to employment not included under M.S. 179A.03, Subd.19, pursuant to M.S. 179A.07, Subd. 3, MS 179A.06, Subd.5, and M.S. 179A.08, Subd. 2. The School District and the Association will meet as needed and will each be represented by its chosen members. Agenda items will be shared five working days in advance of the meeting.

ARTICLE V - TEACHER RIGHTS

Section 1. Right to Views: Pursuant to the P.E.L.R.A., 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 right of the exclusive representative if there be one.

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

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off, pursuant to the P.E.L.R.A. Upon receipt of a properly

executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in sixteen equal installments, beginning with the first pay period in October.

Section 4. Association Member List: The District shall provide in electronic form to the Association the names, work email address, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed, upon request. Such requests shall be filled within five business days.

Section 5. Reasonable Access: Representatives of the Association shall have reasonable access to worksites and school facilities to communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Association representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

Section 6. Personnel Files: Pursuant to Minn. Stat. 122A.40 subd.19, as amended, all evaluations and files generated within the School District relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

Section 7. Paydays: Payday shall be on the 10th and 25th of each month. When payday falls on Saturday, checks will be issued the Friday before. When payday falls on Sunday, checks will be issued the Monday after. When payday falls on a non-working weekday holiday, checks will be issued the last working day before the holiday.

ARTICLE VI - BASIC RATES OF PAY

Section 1. Status of Salary Schedules: The salary schedules shall not be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor Agreement is executed with retroactive pay. A teacher's advancement is subject to the right of the School District to withhold increments, lane changes or other salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Section 2. Grade and Credits:

Subd. 1. Credits to be considered for application on the salary schedule shall meet the following criteria:

- a. All credits required for a graduate program which are germane to the area of assignment and approved by an accredited college or university shall be applied on the salary schedule. Whether a graduate program or other credits are germane to the area of assignment must be determined in writing, in advance of the course work. The Superintendent or Building Principal (in the absence of the Superintendent) shall grant approval in writing. Teachers shall not be deducted for credits now being paid and no credits are to be allowed that were previously disapproved.
- b. Credits used for horizontal advancement to the BA+15, BA+30, and BA+45 lanes shall be earned after the bachelor's degree has been awarded and a license for teaching has been approved. Credits earned

before the degree has been awarded, and before the time the teacher becomes licensed to teach, are not applicable for a salary schedule lane change.

- c. Credits used for horizontal advancement to the MA+15 and MA+30 lanes shall be earned after the master's degree has been awarded and a license for teaching has been approved. Credits earned before the degree has been awarded, and before the time the teacher becomes licensed to teach, are not applicable for a salary schedule lane change.
- d. All credits for lane changes must be graduate level unless the District requests a teacher to take undergraduate credits, effective July 1, 2002.
- e. Credits must meet local continuing education requirements.
- f. Lane changes on the salary schedule shall reflect quarter hour credits. Semester credits will be converted to quarter credits (1 semester credit = 1.5 quarter credits).

Subd. 2. Individual contracts may be modified to reflect lane changes twice each year, on or before September 1 or January 1 of the current contract year. Credits for lane change must be contained on an official transcript. Any teacher anticipating a lane change must submit a letter of intent to the office of the Superintendent no later than May 30 preceding the September 1st deadline or September 30 preceding the January 1st deadline.

A request for a salary lane change with all attached official verification shall be received in the office of the Superintendent no later than September 1 or January 1 in the year in which the lane change is granted. When September 1 or January 1 falls on a day the office is not open, the following day of office hours shall be the deadline. A lane change will be granted upon verification of all standards.

Subd. 3. No credit is granted for horizontal movement if pay is received by the teacher from the School District as part of the process in gaining those credits.

Subd. 4. In order to qualify for a salary step advancement, a teacher must be employed and actually teach a minimum of eighty-nine (89) days in the previous school year, unless he/she is on military leave as provided by law, in the previous school year.

Section 3. Pay Deductions: Pay reductions of duty days shall be computed by dividing the annual teacher's salary by the number of teacher contract days.

Section 4. Longevity Pay: Teachers who have worked 14 or more years with the Medford ISD #763 will be paid Longevity pay. This pay will be based on the number of years of service as per the Seniority List and is non-accumulative. Longevity pay will be paid using the following table:

<u>ISD #763 Years of Service</u>
14 + year of service

<u>Longevity Pay</u>
\$800

Section 5. Overload Pay: Overload pay takes place when a teacher mutually agrees to take an assigned class section in place of their supervision or prep period. The district must have a signed agreement prior to publishing the final draft of the schedule. Teachers may be offered overload agreements after schedule publication as needed. The pay rate is determined as follows:

- a. 1/14 X teacher's base pay for each semester class in place of a prep period or supervision

Section 6. Emergency Duty: A teacher substituting in a study hall or classroom during his/her preparation period will be compensated at their hourly rate.

Section 7. Workshops and Training:

Subd. 1. When attending programs, outside of the normal workday, at the administration's request, a teacher shall receive pay based on his/her current salary calculated at their hourly rate.

Subd. 2. All activities must receive prior written approval from the building principal and written proof of successful completion shall be provided.

Subd. 3. The District may require one fifteen (15) minute department meeting per month, which shall not be reimbursed.

Section 8. Prior Experience:

Subd. 1. Lane Placement: A new teacher shall be placed on the lane of the salary schedule as provided in this article.

Subd. 2. Step Placement: A new teacher shall be placed on such a step of the salary schedule as agreed between the School District and the teacher.

Subd. 3. School District Discretion: The School District may, in its sole discretion, place a teacher at any step within the negotiated salary schedule as provided in the Agreement.

Section 9: Homebound Instruction:

Subd. 1. Homebound instruction will be paid \$30 per hour and will be based on actual hours spent in instruction, plus one hour of paid preparation time per every 5 hours of instruction. Auto mileage incurred by the teacher for homebound instruction shall be reimbursed at the current district reimbursement rate from the district to the homebound location.

ARTICLE VII - INSURANCE BENEFITS

Section 1. Selection of Carrier: The final selection of the insurance carrier shall be made by the School District. The selected group health and hospitalization insurance plan must be in compliance with the PPACA.

Section 2. Health and Hospitalization Insurance Coverage:

Subd. 1. The School District shall contribute to the premium for single or family coverage in the School District Group Health and Hospitalization Insurance Program up to the following monthly limits:

	<u>2021-2022</u>	<u>2022-2023</u>
Single Coverage	\$ 564.05	\$ 564.05
Family Coverage	\$ 1,297.76	\$ 1,297.76

Subd. 2. Contributions will only be made for those teachers who are qualified for, and enrolled in, the District Program. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. Teachers married to one another and eligible for a School District contribution toward the premium of its group health and hospitalization insurance plan may each receive the monthly single insurance contribution listed above, or the couple may receive the School District's monthly family contribution as listed above, plus an additional \$300/month, not to exceed the cost of the family insurance premium.

Subd. 3. Payment of insurance premiums will be prorated for teachers who work less than 30 hours per week and who are qualified for and enrolled in this District Program. There is no District contribution to health insurance premiums for teachers who are employed less than 0.5 FTE by the School District. Teachers working 0.5 FTE or more, but less than 30 hours per week, will have their insurance contribution prorated based on their FTE.

Subd. 4. A teacher is eligible for School District contributions as provided in this article as long as the teacher is employed by the School District, is on paid status, and is enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease except that a teacher who has completed the school year shall be eligible for contributions through August 31. Upon termination of employment with cause, all School District contributions shall cease effective on the last working day.

Subd. 5. If cessation of active work is due to illness or injury, a teacher's insurance may be continued during the disability resulting from such illness or injury upon full payment of premiums by the teacher to the insurance carrier.

Subd. 6. If cessation of active work is due to early retirement upon reaching the age of fifty-five (55), with ten (10) or more years of full-time service, teacher insurance may continue, upon written request and full payment of premiums to the insurance carrier.

Subd. 7. The election of coverage (family or single) may only be changed at the beginning of a coverage period or when a change in family status occurs. A change in family status shall include marriage, divorce, births, death of a family member, or changes in employment of spouse that affects insurance coverage.

Section 3. Life Insurance: Each teacher who qualifies for and is enrolled in the District Group Term Life Insurance Program shall receive a \$40,000 term life insurance policy paid by the School District. Life Insurance is provided to all teachers whether full or part-time,

Section 4. Long Term Disability: The School District will pay premiums to provide those teachers who are qualified for and enrolled in the District Group Long Term Disability Insurance Program, which reimburses at 66 2/3% of salary after a 60-day waiting period. Long Term Disability Insurance is provided to all teachers whether full or part-time.

Section 5. Dental Reimbursement Plan:

Subd. 1. The School District shall contribute to the premium of single or family dental coverage in the District's dental reimbursement plan according to the following monthly limits:

	<u>2021-2022</u>	<u>2022-2023</u>
Single Coverage	\$ 40.00	\$ 40.00
Family Coverage	\$ 85.00	\$ 85.00

Subd. 2. Contributions will only be made for those teachers who are qualified for, and enrolled in, the District plan.

Section 6. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE VIII - LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time teachers shall earn sick leave at the rate of two (2) days/month, for the first six (6) months of full-time service, with an annual maximum of twelve (12) days. Part-time staff shall earn monthly prorated sick leave with an annual prorated maximum.

Subd. 2. Unused sick leave days may accumulate to a maximum of 160 days of sick leave per teacher.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an absence of the teacher or care for their child (which includes stepchild, biological, adopted and foster children) is found to have been due to illness and/or disability which prevented attendance at school and performance of duties on that day or days. Pursuant to MN Statute 181.9413, a teacher may use his/her accumulated sick leave and the school board limits use as permissible.

Subd. 4. The District may require a teacher to furnish a medical certificate from the District Health Officer or from a qualified physician as evidence of illness and/or disability, indicating such absence was due to illness and/or disability in order to qualify for sick leave pay. The final determination as to the eligibility of a teacher for sick leave is reserved to the School District. In the event that a medical certificate will be required, the teacher will be advised by the Superintendent.

Subd. 5. Sick leave will not be granted if injury was the result of employment at another job during the school year and workers compensation benefits were collected.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher, in half-day or full-day increments.

Subd. 7. New teachers in the School District may be granted up to four (4) days sick leave during the first month of employment. If these days are used, they must be deducted from days accrued at a later date.

Section 2. Personal Leave:

Subd. 1. A full-time teacher will be allowed three (3) days per year, accumulative to five (5), with

proper written notification and prior written approval, for personal business. The days used shall be deducted from sick leave. At most, two unused Personal Leave Days can be carried over to the following year.

Subd. 2. Requests for personal leave must be entered into the absence request system at least three (3) days in advance. All leaves must have approval, but at no time shall more than five (5) teachers be granted personal leave for the same day.

Subd. 3. Personal leave may not be used for mediation, arbitration, other association or union business, if compensated by others.

Subd. 4. No requests will be granted the first or last week of the school year when classes are in session, during designated staff development days and/or during parent/teacher conferences. Exceptions may be granted, in the case of emergencies, at the discretion of the Superintendent.

Subd. 5. Teachers may use one personal day, during the last week of school, to attend to immediate family high school graduation requirements.

Sub. 6. Teachers who have accumulated 115 sick days or more are eligible to exchange 15 sick days for one day of personal leave. Requirements are as follows:

- Teachers must have a minimum of 115 days to be eligible for exchange.
- Teachers must have a minimum of 100 days after any exchange.
- The exchange can occur once per school year and must be submitted by October 1st.
- A maximum of two personal days per school year can be obtained through the exchange.
- All exchanged personal day(s) earned follow the same guidelines as Article VIII; Section 2.

Section 3. Bereavement Leave:

Subd. 1. A full-time teacher may be granted a bereavement leave of up to five (5) days per year, non-accumulative, at the discretion of the Superintendent.

Subd. 2. Sick leave shall be used when attending to a serious illness or death of a “significant other.”

Subd. 3. A “significant other” is any individual who had an emotional and/or blood relationship with a teacher.

Section 4. Unpaid Leave:

Subd. 1. For purposes of this section, unpaid leave refers to time taken in full or half day increments for which the teacher’s pay will be reduced

Subd. 2. Teachers wishing to take unpaid leave shall enter requests into the absence request system at least three (3) days in advance. Unpaid leave must have prior approval from the Superintendent and/or their designee.

Subd. 3 A teacher will not be allowed to take more than two (2) unpaid leave days per school calendar year. Unpaid leave days do not carry over.

Subd 4. Unpaid leaves should not be used to extend personal leaves or scheduled school breaks. Requests may be denied when more than five (5) teachers have already been approved for personal or unpaid leaves for that day

Subd 5. No requests will be granted the first or last week of the school year when classes are in session, during designated staff development days, and/or during parent/teacher conferences. Exceptions may be granted, in case of emergencies, at the discretion of the Superintendent.

Section 5. Workers' Compensation: Pursuant to Minn. Stat. 176, a teacher injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, his/her salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Section 6. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this Section, to one parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. A teacher making a written application for a child care leave shall inform the Superintendent in writing of intention to take the leave at least one calendar month before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. An attempt shall be made to adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year-i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year or the like.

Subd. 5. In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not be required to:

- a. Grant any leave more than twelve (12) months in duration.
- b. Permit the teacher to return to his/her employment prior to the date designated in the request for childcare leave.

Subd. 6. A teacher returning from childcare leave shall be re-employed in a position for which the teacher is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination with cause unless the School District and the teacher mutually agreed to an extension of the leave.

Subd. 8. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the

provisions of this Agreement at the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes for leave time during the period of absence for child care leave.

Subd. 9. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group Insurance programs, however, will terminate if the teacher does not return to the School District pursuant to this section.

Subd. 10. Leave under this section shall be without pay or fringe benefits.

Section 7. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Subd. 1. The district will first attempt to hire a long-term substitute to fill a long-term leave. Long-term substitutes will be given the opportunity to stay in the position for more than 30 days and will be required to take on all teacher duties.

Section 8. Jury Service: A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Military Leave:

Military leave shall be granted pursuant to applicable law. To better support the transition of Military Service members and their family in the event of active duty, spouses will be allowed up to two (2) days of paid leave to fulfill Yellow Ribbon and/or other military requirements pre-deployment and post deployment. Of these two (2) days, the first will be granted with no loss of pay or accumulated time. The second day the teacher may use any accrued paid leave (personal or sick).

Section 10. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12, teachers shall have a right to a leave of absence for health reasons.

Section 11. Unrequested Leave of Absence and Seniority Agreement: The Board may place on unrequested leave of absence without pay or benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, or financial limitations. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the Board is governed by the following provisions.

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

Subd. 2. Exceptions for licensure: Notwithstanding the provisions above, a teacher is not entitled to exercise seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the Professional Educators Licensing and Standards Board, unless that exercise of seniority results in the placement on unrequested leave of absence another teacher who also holds a provisional license in that same field.

Section 12. Notice to teachers: Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:
States the applicable grounds for the proposed placement; Provides notice to the teacher of their right to request

a hearing on the proposed placement within fourteen (14) days from the receipt of the notice; and Provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

Section 13. Right to a hearing and decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.

Section 14. Final Board Action: Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the arbitrator decision.

Section 15. Reinstatement: A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five (5) years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holding a non-provisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit the right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

Section 16. Vacancies and notifications: No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept the position within 30 days of the date of notification that a position is available to the teacher on unrequested leave. The district will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

Section 17. Seniority:

Subd. 1. Seniority Lists shall be comprised of those continuing contract teachers who are regularly contracted for regular teaching assignments at Pre K-12.

Subd 2. Seniority for Pre K-12 teachers shall accrue to each individual continuing contract teacher from the most recent date continuous service was first rendered to Independent School District #763.

Section 18. Ties in Seniority: In the event of staff reduction, action affecting continuing contract teachers whose most recent date of continuous employment is equal, placement on unrequested leave of absence shall be made by applying the following criteria in rank numerical order with one (1) first:

1. If seniority is equal, a full-time teacher shall be considered more senior than a part-time Teacher.
2. If seniority is equal, the teacher with the most total years of teaching experience shall be considered the most senior.
3. The school district shall determine the teacher(s) to be retained on the basis of administration recommendation based upon evaluation made pursuant to Article IV, Section 3.

Section 19. Benefits while on leave: Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Section 20. Employment rights during leave. A teacher placed on unrequested leave of absence may engage in teaching or any other occupations during the period of this leave.

Section 21. Continuing contract rights and service credits. The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

Section 22. Unemployment benefits while on ULA. Nothing in this subdivision shall be construed to impair the rights of the teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

Section 23. Filing of Licenses:

Subd. 1. 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 licenses actually received by the Superintendent's office for filing as of March 1 of such year shall be considered for purposes of determining lay off within areas of license for the following school year. A license filed after March 1 shall be considered for purposes of recall, but not for the current reduction.

Subd. 2. Seniority List: Each October 1, the School District shall cause a seniority list of all teachers to be prepared from its records. Seniority shall be determined by taking into consideration a teacher's date of commencement of continuous employment and areas of certification. In addition, such listing shall include the information necessary to apply the tie breaking procedures set out in Section 4 hereafter. It shall thereupon post such lists in an official place in each building in the school district. A copy of such seniority lists shall be sent to the association. A teacher who disputes his/her standing on the lists promulgated by the school district shall process a grievance pursuant to the grievance procedure.

Subd. 3. Request for change. Any teacher with a correction or omission with the seniority and licensure list shall have twenty (20) business days from the date of posting to provide a written request for a change to the seniority and licensure list.

Subd. 4. Final List. Within ten business days after the request for change period has ended, the School District will prepare and post a final seniority and licensure list. The list will be posted at all school buildings in the district and email notification will be provided to teachers. The final seniority and licensure list shall be binding on the School District and any teacher, subject to the grievance procedure.

Subd. 5. Definition: For purposes of this Article, "teacher" means a continuing contract teacher who is regularly employed at least an average of thirty (30) hours per week and 125 days per year. A teacher employed less than an average (30) hours per week or 125 days per year shall not acquire seniority. A probationary teacher, upon acquiring continuing contract status, shall have a seniority date relating back to the first day of continuous service as a probationary teacher.

Section 24. Vacancies and posting process. Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post, for a minimum of two weeks, notice of that available position. All postings shall be made to the District website and sent via email to all licensed staff's district email on the day the position is posted. The District shall also post the position to at least one statewide online teacher job posting site. The available position shall not be filled during that time, except in the case of an emergency or

immediate need. In such cases, no opening that must be filled immediately shall be filled until it has been posted for at least three (3) weekdays.

ARTICLE IX - HOURS OF SERVICE

Section 1. Basic Day:

Subd. 1. Teachers must report in the building by 7:30 a.m. Teachers must end the duty day and depart the building no sooner than 3:20 p.m. unless previously agreed upon with the administration. Thirty (30) minutes each day shall be a duty-free lunch period.

Subd. 2. Teachers may depart no sooner than fifteen (15) minutes after the students in the event of an early school dismissal, and shall report at least fifteen (15) minutes before students on late start days.

Subd. 3. Flexible Learning Days: Staff and students are teaching and learning remotely using school-issued devices or pre-made packets. Flexible learning days are considered student contact days and do not need to be made up.

Subd. 4. Canceled Day: Non-Instructional day for students and staff due to inclement weather or unforeseen circumstances declared by administration. The first two (2) canceled days can be made up at the teacher's discretion.

Section 2. Building Hours: The specific hours of elementary and high school may vary according to the needs of the educational program of the School District.

Section 3. Additional Activities: In addition to the basic school day, teachers shall be required to participate in school activities beyond the teacher's basic day as is required by the School District. The normal duties for teachers include a share of extra-curricular, co-curricular and supervisory activities, as determined by the School District.

Section 4. Preparation Time:

Subd. 1. Definition of Preparation Time: Preparation time shall be used for professional, job-related work which is primarily preparation for classes and preparation of teaching materials.

Subd. 2. High School Preparation Time: For each twenty-five (25) minutes of regular classroom instructional time, a teacher will be provided five (5) minutes of preparation time. Preparation time shall be provided in one or two uninterrupted blocks during the student day.

Subd. 3. Elementary Preparation Time: Full-time elementary teachers will receive a minimum of 250 minutes per week in preparation time during the student contact day, when a teacher is not required to be with his/her students.

Subd. 4. Other Responsibilities: During the remaining hours of the teacher's basic day when the teacher is not assigned regular classroom instructional time or preparation time as described in Subd. 1. above, the teacher will be available for assigned student supervision; individual help for students; parent conferences; staff, department, or curriculum meetings; or other related tasks as assigned by the School District.

Subd 5. Advisor Stipend: Secondary teachers who have Advisory Periods shall be allowed the option of either receiving an Advisory Stipend of \$140 or getting a substitute teacher to allow for prep time for two (2) half-days per year (once per semester). If the Advisory Stipend option is chosen, payment will

be made on the second pay date in June.

Section 5. Association and/or Union Meetings: No association meetings are to be held during the regular working day without written approval of the Superintendent.

ARTICLE X - TEACHER DUTY DAYS

Section 1. Pursuant to M.S. Minn. Stat. 120A.40, the School Board shall establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. The duty days for teachers shall be 186 days.

Section 2. Eight (8) days per year shall be designated as Teacher Workdays or Staff Development Days (3 beginning of year workdays, 3 end of quarter workdays, 1 end of year workday and 1 fall workday). Staff development activities may be scheduled by the administration for a total of 3.5 days of these eight (8) days per year.

Section 3. The equivalent of two (2) days of Parent-Teacher Conferences shall be scheduled during the year. Elementary teachers may also hold Back-to-School Conferences at the beginning of the school year, which would be considered student contact days. Site teams will be involved in discussions around potential format changes to Parent-Teacher Conferences.

Section 4. Any teacher requested by the School District to have a bus driver's license will be reimbursed for the license fee and the cost of having the required bus driver's physical examination form completed by a reputable physician as well as renewals of bus driver's license, provided it does not take away from other coaching and activity duties.

ARTICLE XI — EARLY RETIREMENT/403(b) MATCHING BENEFIT

Section 1.403(b) Matching:

Subd. 1. Commencing with the 2003-2004 school year, full time teachers shall be entitled to a matching school district contribution to an approved Minnesota 403(b), pursuant to MS 356.24.

Subd. 2. The district shall contribute annually an amount equal to the amount contributed by the employee subject to the limits listed below.

Subd. 3. Those teachers working less than half time do not qualify for the matching benefit. Those teachers working greater than half time, but less than full time, will receive the prorated benefit.

Subd. 4. The Salary Reduction agreement authorizing the employee reduction and employer matching must be completed by October first of the qualifying year.

Subd. 5. The district's annual maximum benefits for years of service in ISD #763 Medford Public School are as follows:

ISD #763 Years of Service

Non-tenured
Upon tenure-9
10-14
15-19
20+
Maximum Lifetime Match Benefit

District Matching Contribution

No Match
\$ 500
\$ 1,000
\$ 1,500
\$ 2,000
\$35,000

Subd. 6. Employee contributions may be contributed to any product in accordance with district policy.

Section 2. A teacher who retires after reaching either Rule of 90 or age sixty (60), and who has twenty (20) years of full-time teaching service in the School District qualifies for continued participation in the School District group insurance plans.

Subd. 1. The School District shall pay the single rate of the health insurance contribution for the retired teacher, as stated in the Master Agreement at the time of retirement.

Subd. 2. The School District shall provide term life insurance coverage for the retired teacher, in the amount specified in the Master Agreement when the teacher retires, and shall pay the premium for this coverage.

Subd. 3. The District's premium contribution to such group health and life insurance shall be discontinued when he/she qualifies for Medicare.

Section 3. These benefits will not apply to any teacher who is discharged for cause by the School District for any reason.

ARTICLE XII — SEVERANCE

Section 1. A full-time teacher who has reached Rule of 90 or is sixty (60) years of age, and has twenty (20) years of full-time teaching service in the School District shall be eligible for severance pay, pursuant to the provisions of this article, upon submission of a written resignation to the School Board prior to June 1 of the retirement year. Severance pay shall only apply to teachers who were hired by Medford School District prior to July 1, 2003. Part-time teachers who qualify for a severance payment will have this benefit prorated based on their FTE. The lifetime amount paid from the Maximum Lifetime Match Benefit for 403(b) contribution and any severance payment shall not exceed \$35,000 for any teacher.

Section 2. Eligible teachers, upon their resignation, shall receive as severance pay, \$60 for each unused sick day up to a maximum total of 100 days. If a teacher becomes eligible for a payment of the severance pursuant to this contract, 100% of the severance payment will be contributed to the Minnesota State Retirement System's Post Employment Health Care Savings Plan. Severance pay shall be paid in one payment in July following the resignation of the teacher.

Section 3. Severance pay will not apply to any teacher who is discharged by the School District for any reason.

Section 4. If a teacher dies before all, or a portion of the retirement pay has been disbursed, the balance due shall be paid to a named beneficiary, or, lacking the same, to the deceased's estate.

ARTICLE XIII — GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or

disagreement between the teacher and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The teacher, 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 the party's behalf.

Section 3. Definitions and Interpretations:

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

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

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

Filing and Postmark: The filing or service of any notice or documentation herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

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

Section 5. Adjustment of Grievance: The School District and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner:

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

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

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

Board, The School Board shall then render its decision.

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

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

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

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to the P.E.L.R.A., providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall, within five days after notice of appointment, forward to the arbitrator, with a copy to the Superintendent, the submission of the grievance which shall include the following:

- a. The issues involved
- b. Statement of the facts
- c. Position of the grievant
- d. The written documents relating to Section 5. Article XIV of the grievance procedure.

Subd. 5. 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. 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order the arbitrator shall give due consideration to the statutory rights and obligation of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XIV — PUBLIC OBLIGATION

The exclusive representative agrees, therefore, that during the term of this Agreement, neither the exclusive representative nor any individual teacher shall engage in any strike or unfair labor practice as defined by the P.E.L.R.A. The parties agree that procedures affecting this article are provided for by the P.E.L.R.A., and this article shall not be subject to the grievance or arbitration procedure.

ARTICLE XV — DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2023, including complete language and detail of proposed changes. If such notice is not timely served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the current 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 provisions thereof or the application of any such provisions under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

Section S. Publication Of Contract:

Subd. 1. Copies of this Agreement shall be printed at the expense of the School Board within 30 days after the Agreement is signed and a copy shall be presented to every teacher now employed, hereafter employed, or issued an agreement for employment by the School District.

Subd. 2. There shall be three official copies of this Agreement for the purposes of record. These copies shall be signed by the Chair and Clerk of the School Board and the President and Chair of the negotiations committee of the Medford Education Association. One copy will be retained by the Medford Education Association; one copy will be given to the Superintendent, and one copy will be kept on file in the District business office.

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

MEDFORD SCHOOL BOARD
By: [Signature]
Chair
By: [Signature]
Clerk
By: [Signature]
Chief District Negotiator

MEDFORD EDUCATION ASSOCIATION
By: [Signature]
MEA President
By: [Signature]
MEA Representative
By: [Signature]
Negotiations Chairperson

Dated this 20th of December, 2021
day month year

Dated this 21st of December, 2021
day month year

								Appendix A	
	2021-2022								
	Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	
	1	42,479	43,056	44,403	45,900	47,789	49,249	50,863	
	2	43,244	43,916	45,398	46,947	48,897	50,411	52,084	
	3	44,023	44,795	46,416	48,016	50,031	51,600	53,334	
	4	44,816	45,691	47,454	49,112	51,192	52,820	54,614	
	5	45,621	46,606	48,516	50,232	52,380	54,066	55,924	
	6	46,443	47,537	49,604	51,376	53,596	55,341	57,267	
	7	47,278	48,488	50,714	52,548	54,838	56,648	58,641	
	8	48,129	49,458	51,851	53,746	56,111	57,984	60,048	
	9	48,996	50,446	53,013	54,971	57,413	59,352	61,491	
	10	49,878	51,456	54,200	56,227	58,744	60,753	62,966	
	11	50,776	52,485	55,413	57,508	60,108	62,186	64,478	
	12	51,689	53,534	56,655	58,818	61,502	63,654	66,023	
	13	52,620	54,605	57,924	60,159	62,929	65,157	67,608	
	14	0	55,697	59,222	61,532	64,388	66,694	69,231	
	15	0	56,810	60,549	62,934	65,882	68,269	70,892	
	16	0	0	61,906	64,369	67,412	69,879	72,594	
	17	0	0	63,291	65,837	68,975	71,530	74,336	
	***		58,402		-	71,883			
	2022-2023								
	Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	
	1	43,860	44,455	45,846	47,392	49,342	50,850	52,516	
	2	44,649	45,343	46,873	48,473	50,486	52,049	53,777	
	3	45,454	46,251	47,925	49,577	51,657	53,277	55,067	
	4	46,273	47,176	48,996	50,708	52,856	54,537	56,389	
	5	47,104	48,121	50,093	51,865	54,082	55,823	57,742	
	6	47,952	49,082	51,216	53,046	55,338	57,140	59,128	
	7	48,815	50,064	52,362	54,256	56,620	58,489	60,547	
	8	49,693	51,065	53,536	55,493	57,935	59,868	62,000	
	9	50,588	52,085	54,736	56,758	59,279	61,281	63,489	
	10	51,499	53,128	55,962	58,054	60,653	62,727	65,012	
	11	52,426	54,191	57,214	59,377	62,062	64,207	66,574	
	12	53,369	55,274	58,496	60,730	63,501	65,723	68,169	
	13	54,330	56,380	59,807	62,114	64,974	67,275	69,805	
	14	0	57,507	61,147	63,532	66,481	68,862	71,481	
	15	0	58,656	62,517	64,979	68,023	70,488	73,196	
	16	0	0	63,918	66,461	69,603	72,150	74,953	
	17	0	0	65,348	67,977	71,217	73,855	76,752	
	***		60,300		-	74,219			
*** These cells shall be removed from the salary schedule when the teachers currently in those cells leave ISD 763. No other teachers will occupy those cells.									

Appendix B		
Activity	2021-2022	2022-2023
Head Football (1)	\$4,841	\$4,841
Assistant Football (3)	\$3,765	\$3,765
Jr. High Football (2)	\$2,100	\$2,100
Head Volleyball (1)	\$4,841	\$4,841
Assistant Volleyball (2)	\$3,765	\$3,765
Jr. High Volleyball (2)	\$2,100	\$2,100
Cross Country (1)	\$4,841	\$4,841
Assistant Cross Country (1)	\$3,765	\$3,765
Head Basketball (2)	\$5,177	\$5,177
Assistant Basketball (4)	\$4,101	\$4,101
Jr. High Basketball (4)	\$2,100	\$2,100
Head Wrestling (1)	\$5,177	\$5,177
Assistant Wrestling (1)	\$4,101	\$4,101
Jr. High Wrestling (1)	\$2,100	\$2,100
Head Track (1)	\$4,841	\$4,841
Assistant Track (4)	\$3,765	\$3,765
Head Baseball (1)	\$4,841	\$4,841
Assistant Baseball (2)	\$3,765	\$3,765
Jr. High Baseball (2)	\$2,100	\$2,100
Head Softball (1)	\$4,841	\$4,841
Assistant Softball (2)	\$3,765	\$3,765
Jr. High Softball (2)	\$2,100	\$2,100
Fall Trap Shoot Club Advisor	\$800	\$800
Spring Trap Shoot Club Advisor	\$1,000	\$1,000
Fall Sports Cheerleading Advisor	\$1,500	\$1,500
Winter Sports Cheerleading Advisor	\$1,500	\$1,500
Jr./Sr. High Student Council (2)	\$3,000	\$3,000
Elem. Annual/Yearbook	\$400	\$400
One Act Play Director	\$1,500	\$1,500
Fall 3 Act Play Director	\$1,550	\$1,550
Fall 3 Act Play Tech Director	\$1,000	\$1,000
Spring 3 Act Play Musical Director	\$2,000	\$2,000
Spring 3 Act Play Tech Director	\$1,295	\$1,295
FFA Advisor (2)	\$3,000	\$3,000
School Year Instrumental	\$1,400	\$1,400
School Year Vocal	\$800	\$800
Business Club	\$1,000	\$1,000
SADD	\$1,000	\$1,000
Knowledge Bowl	\$1,500	\$1,500
Speech	\$3,000	\$3,000
Assitant Speech (2)	\$1,000	\$1,000
National Honor Society	\$1,800	\$1,800

Advisory, Grades 7-12 (22)	\$140	\$140
Art Team	\$1,500	\$1,500
Photography Director	\$600	\$600
Elem. Student Council (2)	\$400	\$400
Elem. Track Meet	\$100	\$100
Eagle Bluff Supervision (3)	\$500	\$500
High School Grade Level Leaders (6)	\$200	\$200
Elem Grade Level Leaders (Grades 4-6)	\$200	\$200
Elem School RtI committee members (7)	\$400	\$400
High Potential/Spelling Bee/Science Fair(2)	\$2,000	\$2,000
Lego League/Jr. Robotics - Total \$4,000 (4)	\$1,000	\$1,000
Elementary RTI Coordinator (Grades 4-6)	\$3,000	\$3,000
Robotics - Total of \$3500	Total \$3,500	Total \$3,500
Site Team Chair(2)	\$200	\$200
Mentorship Coordinator	\$400	\$400
Mentors	\$200	\$200
ALICE Coordinator (2)	\$400	\$400
Advisor Membership Fees*	\$1,500	\$1,500
*Membership required for student participation		
*Activity Director approval required		
Ticket Sellers/Night	\$35	\$35
Concession/Activity Workers/Night	\$50	\$50
Dance Chaperones (4 @ 4 Dances)	\$45	\$45
Prom Chaperones (4)	\$75	\$75
Officials/Game	\$35	\$35
Weight Room Supervisor (2)	\$1,250 per season	\$1,250 per season
Event Supervisor	\$65/night	
Positions with parenthesized numbers denote number of persons per position, if other than one person.		
Weight Room positions are based on 2 hours per day for four, 3-month seasons.		
The Board of Education may add additional coaching as determined by a demonstrated need.		
Reimbursement for Extra Duty Pay may be requested to be reimbursed in increments of .5 (midseason and completion).		

Memorandum of Understanding
Summer School and ESY program 2021

The following language describing initiation of the 2021 Summer School and ESY program as an agreement to;

*This agreement will be in place for the summer of 2021. Future program initiatives will be discussed during future negotiations.

- One, three-week program for the middle school from June 7th-25th
 - Monday-Friday for 3.5 hours per day from 8:00 am - 11:30 am
 - 52.5 student contact hours + 10.5 hours of preparation time = 63 hours
- One, four-week program for the elementary school from July 6th-29th
 - Monday-Thursday for 3.0 hours per day from 8:00 am-11:00 am
 - 45 student contact hours + 9 hours of preparation time = 54 total hours

*Summer School teacher positions are internally posted mid-April.

-Three summer school teaching positions for elementary (K-1, 2-3, 4-6)

-Three substitute positions available

-Two summer school teaching positions for middle school

* Special Education Extended School Year Program

-July 6th-22nd, Monday-Thursday from 8:00 am-11:00 am

-11 days @ 3 hours = 33 hours + 6.5 hours of preparation time = 39.5 hours

Pay and Prep

*Teachers will be paid hourly rate of pay during teaching and instructional time (in-building and/or virtual)

*No sick time can be used or accumulated during this time.

*Teachers will receive ONE hour of preparation time for every FIVE hours of teaching/instruction

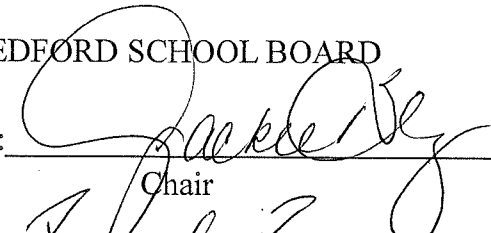
Covid

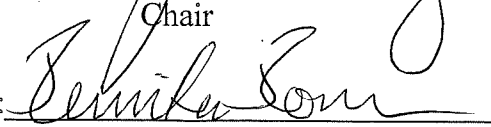
Elementary summer school teachers will not teach hybrid if quarantine or exposure occurs.

Middle school summer school teachers could teach hybrid if able and still receive the hourly teaching rate of pay.

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

MEDFORD SCHOOL BOARD

By: 
Chair

By: 
Clerk

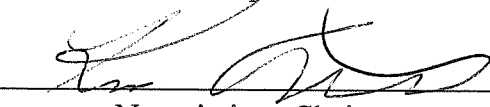
By: 
Chief District Negotiator

Date: 1/3/2022

MEDFORD EDUCATION ASSOCIATION

By: 
MEA President

By: 
MEA Representative

By: 
Negotiations Chairperson

Date: 1/3/2022

Letter of Understanding High School Tech Support

The following language describes a new position to help with high school technology needs.

*This agreement will be in place through the 2021-2022 school year.

The technology coach is someone who will provide assistance and help facilitate the implementation and integration of technology in PreK-6 & 7-12 grade classrooms.

*Performance Responsibilities

- Build awareness and generate enthusiasm for technology resources.
- Utilize and model technology support strategies to support differentiation.
- Provide differentiated professional growth opportunities for staff.
- Build trusting, one-to-one relationships with staff.
- Keep current in new computer applications and equipment used by the district.
- Work collaboratively with building technologists.
- Stay abreast of current technology trends, teaching strategies, and educational best practices.
- Assess and provide input for technology resource purchases based on teacher input.
- Able to perform these duties with awareness of all district requirements and/or policies.

*Commitment Responsibilities

- Attend and help with new teacher orientation.
- Share monthly technology updates during staff meetings.
- Facilitate technology professional development during staff development days three times a year.
- Share monthly technology newsletter from September thru May.
- Provide guidance to classroom teachers, other staff members, and students to enhance learning as needed.
- Year end technology ideas for staff (post MCA testing).
- Assist with student device handout and return as/if needed (substitute help may be needed if it is during a tech support classroom allocated teacher prep times).

*Each teacher will turn in a monthly Faculty Additional Earnings form (the first of each month to the principal), with payments made four times (1 time each quarter) for the 2021-2022 school year.

*Positions will be shared between a minimum of two teachers (one tech support person will be helping grades 7-9 and one tech support person will be helping grades 9-12) at a shared stipend of \$7000.

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

MEDFORD SCHOOL BOARD

By: _____

Chair

By: _____

Clerk

By: _____

Chief District Negotiator

Date: 8/16/21

MEDFORD EDUCATION ASSOCIATION

By: _____

MEA President

By: _____

MEA Representative

By: _____

Negotiations Chairperson

Date: 8/17/21