

# **Collective Bargaining Agreement**

**between**

**Independent School District 281**

**Robbinsdale Area Schools**

**Hennepin County, Minnesota**

**and**

**Robbinsdale Federation of Teachers, Local 872**

**(American Federation of Teachers, AFL-CIO)**

**2009-2010**

**2010-2011**



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**Preamble**

The School Board and the Robbinsdale Federation of Teachers recognize that they have a common responsibility beyond their collective bargaining relationship. Each will strive to achieve quality long-term educational goals and programs through the establishment of mutually accepted channels of communication. It is hoped that this joint effort will contribute in significant measure to the advancement of public education in District 281.

**Agreement**

This agreement entered into between the School Board of Independent School District 281, Hennepin County, Minnesota, hereinafter referred to as the School Board, and the Robbinsdale Federation of Teachers, Local 872, American Federation of Teachers, AFL-CIO, hereinafter referred to as the Federation, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, provides the terms and conditions of employment for the professional staff during the duration of the agreement.

**Recognition**

In accordance with the PELRA, the School Board recognizes the Robbinsdale Federation of Teachers as the exclusive representative of teachers employed by this School Board. The Federation shall represent all the teachers of the district as defined in this agreement and in said act.



## **ARTICLE I: Definitions**

This shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees. It does not mean the retirement contributions or benefits nor does it mean the educational policies of the school district.

This shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be licensed by the Board of Teaching, the State Board of Education, including Kindergarten Prep as described in Appendix E, or in a position as a physical therapist or an occupational therapist; but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50 percent of time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, part-time or temporary employees, excluded from teacher bargaining units by the Minnesota PELRA Act, and emergency employees.

Federation shall mean the Robbinsdale Federation of Teachers, Local 872, of the American Federation of Teachers, AFL-CIO.

School district shall mean Independent School District 281, Robbinsdale Area Schools.

For the purpose of administering this agreement, the term School Board shall mean the School Board or its designated representative.

PELRA shall mean the Minnesota Public Employment Labor Relations Act, as amended.

All other terms used in this agreement shall have those meanings as defined by PELRA, as amended.

## **ARTICLE II: School Board Rights**

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 the selection, direction and number of personnel.

The School Board has the right and obligation to manage efficiently 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.

All employees covered by this agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the state of Minnesota, federal laws and by school board rules, regulations and directions issued by properly designated officials of the school district.

This agreement is not intended to abrogate the statutory power of the School Board of the school district to make rules and regulations to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance and management of the public school system.

The School Board and Federation support the Affirmative Action Plan, which states that School District 281 will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status or status with regard to public assistance, except where such status is a bona fide occupational qualification. In licensure areas where no teachers are

on unrequested leave, the district will aggressively recruit and attempt to hire teachers from protected classes.

### **ARTICLE III: Federation Rights**

In accordance with PELRA, the School Board recognizes the Robbinsdale Federation of Teachers, Local 872, as the exclusive representative of teachers employed by the School Board of Independent School District 281, which exclusive representative shall have those rights and responsibilities as prescribed by the PELRA and as described in the provisions of this agreement.

When meetings are mutually scheduled by the parties to confer or negotiate during working hours, the teachers, upon proper application, shall be relieved by substitutes and shall suffer no loss of pay.

The Federation president may be scheduled for an amount of non-teaching time as determined by the Federation. The Federation will reimburse School District 281 for the full cost of the Federation President's salary and benefits for the time the Federation president does not work for the School District. The daily schedule for the Federation president shall be agreed to by the Federation, the building principal, and the Human Resources Office by May 1 prior to the school year in which the schedule will take effect.

Upon request to the community education and facilities division or building principal, the Federation shall be permitted to meet within the school at times and under circumstances that will not interfere with the instructional programs or the total school use. Normally, requests for such use shall be at least twenty-four (24) hours in advance. Expenses incidental to the meeting, other than those normally a part of school operation, shall be borne by the Federation.

Bulletin-board space shall be made available in each school for the exclusive use of the Federation to post materials dealing with Federation business.

The Federation shall have use of the interschool mail system of the district on matters regarding the Federation and related activities.

The Federation shall be permitted to use school equipment within the school, such as computers and copy machines, in relation to Federation activities at times and under circumstances that will not interfere with the instructional programs or the total school use. All expenses incidental to the use of such equipment shall be borne by the Federation.

The School Board shall make a reasonable effort, within a reasonable amount of time, to provide the Federation with requested information pertinent to negotiations and grievances. Should the request involve information that is not readily available and entail considerable time, the Federation agrees to share administrative costs.

Up to twenty-five (25) days leave per year shall be granted upon the request of the Federation president for purposes related to the conduct of Federation business. Any person using such days must be a member of the teachers' bargaining unit.

The District and the Federation will work together to develop policies and procedures for school site decision-making. No school site within District 281 shall establish any policies or practices that violate any provisions of this Collective Bargaining Agreement without receiving the written authorization of the RFT.

## **ARTICLE IV: Teacher Rights**

Membership in the teacher organization shall not be required as a condition of employment.

No teacher shall be prevented from informally discussing a complaint with the teacher's immediate superior or from processing a grievance in the teacher's behalf in accordance with the grievance procedures hereinafter set forth in Article V.

Nothing contained herein shall be construed to prevent any authorized representative of the School Board from meeting with any licensed staff members in the bargaining unit for the purpose of hearing the views and proposals of its members except that, as to matters presented by such organizations which are proper subjects of negotiations, the Federation shall be informed of the meeting and be permitted a representative.

Upon receipt of a properly executed membership authorization card of the teacher involved, the school district will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization. Normally, deductions shall be made in twenty (20) equal installments.

The School Board agrees to provide payroll deduction for members of the bargaining unit who wish to use this method for contributing to RFT COPE.

Teachers shall be entitled to have a Union representative present at meetings with district officials when the nature of the meeting involves disciplinary matters covered in Article IX, Section 9-1, b through f.

## **ARTICLE V: Grievance Procedures**

### **5-1 Definition**

A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher employee and the School Board as to the interpretation or application of terms and conditions of employment, insofar as such matters are contained in this agreement. Where the singular use of the word teacher is used, the plural of teachers may be substituted, where applicable.

### **5-2 Representation**

#### **5-2-1 School District**

The administrator or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the administration's behalf.

#### **5-2-2 The Grievant**

The grievant shall be represented at all steps of the grievance procedure by the Federation, unless the Federation refuses to carry the grievance. In the event the Federation chooses not to process a grievance at any level, the grievant shall not be limited from proceeding independently or with representation other than the Federation. The grievant shall be present at all steps of the procedure that the grievant elects to pursue. In the case of a group grievance where more than one teacher is involved, the group shall choose three or fewer teachers to act as grievants.

#### **5-2-3 The Federation**

The Federation shall have the exclusive right to process all grievances on behalf of grievants. If the Federation refuses to carry a grievance and the grievant chooses to proceed as outlined in 5-

2-2, the Federation shall be informed of all grievance hearings, shall be permitted to attend such hearings, and shall receive from the School Board or its representative, any correspondence between the parties. In the event a teacher uses a representative other than the Federation, the grievant or the grievant's representative shall bear all costs normally borne by the exclusive representative.

**5-3 Extension**

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

**5-4 Days**

Reference to days regarding time periods in this procedure shall refer to school days. A school day is defined as all days teachers are required to be on duty. During the summer months, a day shall be defined as a normal district workday (Monday through Friday, excluding all holidays).

**5-5 Time Limits**

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

**5-6 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 school holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a school holiday.

**5-7 Filing and Postmark**

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.

**5-8 Adjustment of Grievances**

All effort shall be made to resolve any conflict by the teacher involved, with the supervisor or administrator directly involved. Any grievance must be filed within a reasonable time not to exceed thirty (30) school days from the date of the occurrence alleged to be a grievance and every effort shall be made to keep the grievance from carrying over into another fiscal year. Grievances of a teacher, during the course of the teacher's employment, shall be presented and adjusted in the following manner:

**5-8-1 First Level**

The statement of the grievance shall be in writing and the proceedings informal. It shall be submitted on the prescribed form to the first-level administrator who possesses the authority to adjust the grievance. A copy shall be submitted to the Federation and the Executive Director of Human Resources.

The written grievance shall state the facts upon which it is based, the provisions in the agreement allegedly violated and the relief requested. Within ten (10) school days after receipt of said written grievance, the supervisor or administrator shall discuss the allegation with the teacher in order to seek a satisfactory settlement of the grievance. The supervisor or administrator shall submit a decision in writing to the teacher, to the superintendent and to the Federation. If a satisfactory settlement cannot be reached within ten (10) school days, the second level may be initiated within five (5) school days thereafter.

**5-8-2 Second Level**

Any teacher who has not received satisfactory settlement as outlined in the first level shall submit the grievance in writing with a letter of transmittal to the superintendent of schools. Within fifteen (15) school days of receipt of the grievance, the superintendent, or the superintendent's designate, shall meet with the aggrieved, the supervisor or administrator directly involved in an effort to reach a satisfactory settlement. The superintendent, or the superintendent's designate, shall render the superintendent's decision in writing to the parties involved, including the Federation. If a satisfactory settlement cannot be reached within fifteen (15) school days after the superintendent's hearing, the third level may be initiated within five (5) school days thereafter.

**5-8-3 Third Level**

If a satisfactory settlement is not reached at the second level, either party may voluntarily request mediation through the Bureau of Mediation Services. The School Board will receive notice the grievance has reached the third level. Both parties must agree to use this step; otherwise, the unresolved grievance will proceed to the fourth level. If no agreement is reached within twenty (20) days, the unresolved grievance will proceed to the fourth level.

**5-8-4 Fourth Level**

Within said five (5) days, either party may request arbitration. The parties shall, within ten (10) 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 submit a list of five arbitrators, providing such request is made within twenty (20) days after request for arbitration. The parties shall alternately strike names from the list of five until only one name remains that shall be the agreed-upon arbitrator. Failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

**5-9 Hearing**

A single arbitrator shall hear the grievance and both parties may be represented by such person or persons as they may choose provided the selection is consistent with 5-2-2. 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 nova. The arbitrator shall swear all witnesses upon oath.

**5-10 Decision**

The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations to arbitration decisions as provided by in the Bureau of Mediation Services, as amended. The arbitrator shall issue a written decision and order including findings of fact that should be based upon substantial and competent evidence presented at the hearing.

**5-11 Expense**

Each party shall bear its own expenses in connection with arbitration or mediation 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 or mediation. The parties shall share equally fees and expenses of the arbitrator. The cost of a transcript or recording, if requested, shall be borne by the requesting party(ies).

**5-12 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.

**5-13 Appearance and Representation**

Hearings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such hearings are during school hours, all persons who are required to participate shall be excused with pay for that purpose and that time shall not be deducted from the teacher's personal leave. School hours are defined herein as the hours during which the teacher is assigned direct control of the students.

**5-14 Investigation of Grievances**

The investigation of grievances shall not interfere with the orderly process of education in District 281.

**5-15 Election of Remedies and Waiver**

A party instituting any action, proceeding, or complaint in a Federal or State Court of Law or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all right to pursue a grievance under this Article.

Upon instituting a proceeding in another form as outlined herein, the teacher shall waive his/her right to initiate a grievance pursuant to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to an action to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator. *The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission. If a court of competent jurisdiction rules contrary to the Board of Governors rulings, or if the Board of Governors is judicially or legislatively overruled, then the italicized portion of this section shall be deleted.*

**ARTICLE VI: Working Conditions**

**6-1 District Required Information and Reports**

**6-1-1 Personnel Information**

Each teacher must submit a valid Minnesota teacher's license, a Social Security number, an official transcript of all college credits and other information required by state and federal statutes. This material will be kept on file in the Human Resources Office during the entire time that the teacher is employed in the school system.

**6-1-2 License**

Employment will be terminated for any staff member who cannot qualify for a Minnesota license, or who fails to submit a valid license by the first day school is in session in the fall of the current school year in which the teacher is actively teaching, or who does not provide written evidence by this same date that an effort is being made to comply with licensure regulations and that application has not been rejected.

### **6-1-3 Health Reports**

The School Board may require that a teacher furnish a certificate of good health from a licensed physician of the School Board's choosing and expense. If the report of the physician shows that the teacher is physically and mentally unable to continue teaching, the provisions of Minnesota Statute 122A.40, subdivision 13, may be invoked. The Board may require such teacher to take a leave of absence until the Board approves the physician's recommendation for return to duty. Required examinations for the staff, other than the requirement for employment, shall be at School Board expense if services are not available through the group insurance plan.

## **6-2 Personnel Files**

### **6-2-1 Availability of Personnel File**

The teacher's current personnel file shall be housed in the Human Resources Office of District 281 and shall be available to the teacher at convenient times. All materials generated for such file shall be placed in the teacher's personnel file and no other teacher's personnel file shall be kept. Convenient time is understood to mean that the Human Resources or Superintendent's Office will arrange an appointment during regular business office hours or some other mutually convenient time when the teacher requests such an appointment. The school district may destroy such files as provided by law.

The teacher shall be given an opportunity to read material contained in the teacher's personnel file, except confidential material as defined by the Minnesota data privacy act. A representative from the office of the Executive Director of Human Resources will be present during this review.

### **6-2-2 Confidential Material**

Recommendations and confidential reports received on a teacher's application for initial employment or for promotions will not be available for inspection until such time that law permits inspection of such materials.

### **6-2-3 Right to Answer Material Filed**

The teacher shall have the right to respond to any material filed and the teacher's response shall be attached to the file copy.

### **6-2-4 Reproduction of Material Filed**

The teacher may reproduce any material in the teacher's file, except confidential material as defined in this article. If the number of pages requested exceeds twenty, the district may charge the teacher for all pages requested.

## **6-3 Emergency Closings and Late Starts**

When schools are closed due to inclement weather or other unforeseen circumstances such as mechanical failure and such closure has been officially promulgated, teachers shall not be expected to report to work. If days lost by such emergency result in the school year falling below the minimum required by law, days lost by such emergencies may be rescheduled by the school district after consultation with the RFT President.

In the event an official "late start" is called by the District, all teachers are expected to report for duty as soon as safe travel permits. The latest, acceptable report time shall be the normal report time plus length of the "late start". (e.g., normal start time is 8:00 a.m.; in a 2 hour late start, the latest, acceptable report time shall be 10:00 a.m.)

#### **6-4 Holidays**

The following will be recognized as paid holidays: Labor Day, usually the third Friday in October (Fall Professional Conference), Thanksgiving Thursday and Friday, Martin Luther King's Birthday, Presidents' Day and Memorial Day.

#### **6-5 Religious Holidays**

Teachers may be granted up to two (2) days of leave with pay per year for observance of religious holidays. Teachers requesting time off for a religious holiday shall submit a written request setting forth the full particulars to the Executive Director of Human Resources at least five (5) days prior to the holiday. Such days will not be deducted from accrued paid time off.

In the years that it is necessary for some teachers to have three (3) days for religious observances, an additional day may be granted upon written request to the Human Resources Office for approval.

#### **6-6 School Calendar**

The calendar is developed in a meet and confer process as set forth in Appendix I.

#### **6-7 Length of School Day and Student Contact Time**

The length of the school day for all full-time staff shall be seven hours and forty minutes (7 hours and 40 minutes). Thirty (30) minutes shall be allowed for lunch, which time shall normally be uninterrupted and duty-free. Classroom teachers shall not be required to engage in student contact more than an average of five hours and ten minutes (5 hours and 10 minutes) per day.

When regular education teachers attend meetings with parents for special education beyond the duty day the teacher shall be compensated in method to be mutually agreed upon by the teacher and the principal. These meetings require prior approval.

When teachers are required to attend meetings with parents beyond the duty day the teacher shall be time carded and compensated as defined in Appendix C. These meetings require prior approval.

\*Time card language will sunset at the end of this agreement period if the total cost to the district exceeds \$10,000.

\*From date of January 15, 2010 documented in 30 minute increments.

##### **6-7-1 Part Time Teachers**

The length of a day for a part-time teacher shall be prorated and shall be a continuous period of time minus a 30 minute lunch period. The student contact time shall also be prorated according to the FTE of the teacher.

##### **6-7-2 Online Learning**

In the event that the district offers online (distance learning) as defined in Minnesota Statute 124D, each course offering will be delivered by appropriately trained and licensed teachers, also as defined in Minnesota Statute 124D. These teachers will be included in all provisions of the contract that apply to K-12 teachers.

#### **6-8 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 School Board.



## **6-9 Additional Activities**

In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the teacher's basic day as is required by the School Board or its designated representative. The normal duties for teachers include a reasonable share of extracurricular, co-curricular and supervisory activities, as determined by the principal, superintendent or School Board. All full-time teachers are expected to contribute eighteen (18) hours per year. Each building will establish a sign up process that is fair and equitable.

It is the staff member's responsibility to bring documentation to the principal/supervisor once 15 hours of time has accrued, so that a plan can be developed prior to reaching 18 hours. Hours beyond 18 will be added to a time card and compensated at the rate in Appendix C.

## **6-10 Vacancies and Postings**

### **6-10-1 Vacancy**

A vacancy shall mean an unfilled position within the bargaining unit which the school district elects to fill consisting of eighty (80) or more days of work during the school year, and for which no teacher returning from leave of absence has a claim or wishes to exercise a claim to the position.

### **6-10-2 Other Vacancy**

In the event the district elects to fill a vacancy for a permanent position outside of the bargaining unit that requires a licensed person, such vacancy shall be brought to the attention of the licensed staff either through a special bulletin or through the *Direct Line*.

### **6-10-3 School Year Postings**

All teaching vacancies, special assignments, or new teaching positions constituting eighty (80) or more days of work per school year shall be posted on a Federation bulletin board in each school for a period of no less than three (3) school days. This shall not apply in cases where teachers on unrequested leave have a right to eighty (80) day positions pursuant to 7-2-7. Licensed staff members may apply for said vacancies or new positions within three (3) school days of the initial posting date. Application shall be in writing to the human resources office. The effective date for such openings shall be as described in the posting.

### **6-10-4 Summer Postings**

Teachers, who are interested in openings available after school closes, should call the employment hotline or check the district website. Seniority shall not be used as the basis for selection.

## **6-11 Teacher Preparation Time**

Each teacher will be scheduled for an average of sixty (60) minutes per day planning time free from student contact. At the elementary level, an average of 30 minutes of preparation time shall be during the student day and an additional 30 minutes shall be designated prior to the student day. All building committee meetings should seek to end before this time. When a lyceum or planned school program falls at a time when a teacher is scheduled for planning time, the classroom teacher or the special subject teacher may be required by the administration to attend and supervise students at the program, but in no case shall teachers be required to perform such duty more than twice in a single month, and no more than a total of six (6) times per year. The administration may set a general staff meeting at times when teachers are scheduled for planning time, but the number of such meetings shall not exceed nine (9) per year.

## **6-12 Conference Time**

When elementary or secondary teachers work during scheduled conference times, they shall receive a non-duty compensatory day for every 7 hours and 10 minutes of work in accordance with the approved calendar. All teachers are required to participate in parent conferences. Absences from conferences will be allowed under the conditions in Article 10 or with prior approval of the building principal.

### **6-12-1 Progress Reports**

Elementary teachers will follow a four quarter/two semester academic calendar (same as secondary schools). Trimesters will no longer be followed.

Quarter 1: A parent/teacher conference will be held. No written progress report will be required.

Quarter 2: A written progress report will be completed for each student at the end of quarter 2.

Quarter 3: A parent/teacher conference schedule will be aligned with the end of the quarter marking period. A written progress report will be developed for each student and will serve as the basis for the parent/teacher conference.

Quarter 4: A written progress report will be completed for each student at the end of the quarter.

## **6-13 Outside Tutoring Policy**

Teachers may not tutor for pay any pupil enrolled in District 281 public schools except as they are engaged for home instruction or as approved by the building principal and the appropriate director.

## **6-14 Return Rights of Part-time Teachers**

Part-time teachers, who were at one time full-time teachers in District 281, and who voluntarily accepted a part-time position, shall retain the right to return from part-time teaching to full-time teaching for any subsequent school year. Notification must be provided to the Human Resources Office on or before February 1. Continuing contract teachers, who are employed in a part-time position in District 281, shall retain the right to return to a position of the same number of hours (FTE equivalent) for the subsequent school year by notifying the human resources office on or before February 1.

## **6-15 New Teacher Induction Program**

Probationary teachers may be expected to participate in a New Teacher Induction Program. Up to twenty (20) hours per year outside the normal school day may be required. No more than four (4) of those hours shall be in any month.

## **6-16 Substitute Teaching**

Any time a teacher substitute teaches beyond the normal 5 hour, 10 minute student contact time, the teacher shall receive additional pay. At the elementary level, the pay shall be an amount equal to the portion of the absent teacher's student load assigned to the substituting teacher. In addition, if an elementary classroom is split between 2 or more elementary classrooms when a substitute is unavailable, teachers shall each receive full day substitute pay. Payment for substituting during a teacher's prep time shall be the hourly rate that matches the teacher's lane placement as listed in Appendix C. A teacher shall not be required to substitute teach more than twice per month.

## **6-17 Curriculum Writing**

The district will make every effort to assign curriculum development and writing time outside the normal school day. Teachers involved shall be paid at the rate contained in Appendix B, Article 5-1.

**6-18 Job Sharing**

A teacher may apply for a job share position. The district reserves the right to approve or deny based on individual instructional circumstances. Any reason for denial will be shared with the teacher.

A shared position shall be an opportunity for teachers, providing one teacher has continuing contract rights and both teachers complete the application prior to February 1<sup>st</sup> for the following year.

A shared position is a full-time position belonging to one member of the collective bargaining unit. The teacher who chooses to share his/her position may recommend, as a job share partner, another member of the collective bargaining unit currently on staff, a retiree, a teacher on unrequested leave or a new hire.

There is a distinction between a shared position and a part-time position. A shared position results from the initiative of a teacher who chooses to share a position designated as full-time by the administration. A part-time position results from the staffing needs of the school district and is based upon administration decision.

**6-19 Open Enrollment for Teachers' Children**

District 281 teachers requesting a school transfer within the Robbinsdale Area Schools who submit a completed transfer application between October 1 and October 15 will be included among the first round of approval decisions (made on or about January 15) in the priority order established by the school board and in the order in which the application was submitted. All applications will be dated as received on October 15.

**6-19-1 Priority Order Established by the School Board**

- Attendance area students have first priority
- Resident students have second priority
- Currently enrolled non-resident students have third priority
- Non-resident students have fourth priority

**6-19-2 Approval Decisions**

Approval decisions are based on the number of open seats at each school and each grade level and do not exceed the annual school board ratio.

**6-19-3 Exclusions**

The school transfer and open enrollment provision for district licensed teachers does not include any automatic enrollment determined by lottery (i.e., Spanish Immersion, full-day kindergarten, etc.) nor does it include automatic admission into special programs (i.e. International Baccalaureate, Advance Placement, AVID, etc.)

**6-19-4 State Requirements**

This provision is subject to change based on Open Enrollment regulations and interpretations by the Minnesota Department of Education.

## **ARTICLE VII: Unrequested Leave, Reinstatement & Seniority**

### **7-1 Unrequested Leave of Absence**

#### **7-1-1 Purpose**

The purpose of this article is to set forth the plan negotiated pursuant to Minnesota Statute 122A.40, subdivision 10, providing the procedure whereby as many teachers as may be necessary may be proposed for placement on unrequested leave of absence and placed on unrequested leave of absence without pay or fringe benefits because of discontinuance of position, lack of pupils, financial limitations or mergers of classes caused by consolidation of districts.

#### **7-1-2 Definitions**

For the purpose of this article, the following shall apply:

##### **7-1-2-1 Probationary Teacher**

A teacher in the appropriate bargaining unit, who has not completed the probationary requirements as set forth in Minnesota Statute 122A.40, subdivision 5, shall be considered a probationary teacher. The first three (3) consecutive years of a teacher's first teaching experience in District 281 shall be deemed to be a probationary period of employment. If a teacher obtained a continuing contract or tenure in a single Minnesota school district other than District 281, the probationary period thereafter in District 281 shall be one (1) year.

##### **7-1-2-2 Continuing Contract Teacher**

Any bargaining unit employee who has completed a probationary period in District 281 and who has not been discharged or advised of a refusal to renew the teacher's contract pursuant to Minnesota Statute 122A.40, shall be considered a continuing contract teacher in District 281.

##### **7-1-2-3 Teaching Area**

Teaching area is defined as the subject-matter area to which a teacher is assigned in which the teacher possesses licensure.

##### **7-1-2-4 Seniority Date**

A teacher's seniority date shall be defined as the teacher's most recent date of hire by the school district as determined by the date of the letter sent to the teacher by the Human Resources Office stating that the teacher has been hired pending approval of the School Board. Seniority dates may be changed in accordance with 7-4-3.

#### **7-1-3 Procedures for Placement on Unrequested Leave**

##### **7-1-3-1 Probationary Teachers**

The School Board may terminate or place probationary teachers on unrequested leave from their teaching area and from any other fields to which they are assigned, in the reverse order of their employment. No teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

**7-1-3-2 Continuing Contract Teachers**

The School Board may place continuing contract teachers on unrequested leave from their teaching area and from any other field to which they are assigned, in the reverse order of their employment.

In the case of equal seniority, the order in which continuing contract teachers shall be placed on unrequested leave of absence shall be determined as follows:

- a. For teachers hired before July 1, 1991, the teacher's file folder number at the Minnesota Department of Education shall be used. Teachers who have the "lower" numbers shall be deemed to have more seniority.
- b. For teachers hired on or after July 1, 1991, the first criteria shall be a teacher's contractual, non-seniority bearing work. If the teacher has no previous district non-seniority work history, then the last four digits of the teacher's Social Security number shall be used. Teachers with the "higher" numbers shall be deemed to have more seniority.

**7-1-3-3 Notification**

Teachers proposed to be placed on unrequested leave of absence shall be notified by certified mail, return receipt requested, or shall be personally served.

**7-1-3-4 Effect**

Final placement on unrequested leave shall be completed by July 1 of the school year. All unrequested leaves shall become effective on the last contract day of each school year.

**7-1-3-5 Bumping Rights**

Any teacher proposed to be placed on unrequested leave may bump a less senior teacher from all or a portion of a position for which the more senior teacher is licensed.

**7-1-3-6 Reassignment and Realignment**

Prior to placing teachers on unrequested leave, the school district shall realign and reassign teachers in accordance with Minnesota Statute 122A.40.

The district shall not be required to realign or reassign teachers when reinstating teachers from unrequested leave. The effective date of placement on unrequested leave shall be the end of the school year.

**7-1-4 Changing Areas of Teaching**

Subject to the November 15 requirement in 7-4-1, continuing contract teachers may change teaching areas:

**7-1-4-1** In accordance with bumping rights in 7-1-3-5.

**7-1-4-2** During internal building staffing by mutual agreement with the building principal and the Executive Director of Human Resources.

**7-1-4-3** During Transfer Pools 1 and 2, at a time when no teacher remains on unrequested leave(layoff) in the area to which the teacher desires reassignment and when the number of positions available in that area are greater than the number of teachers displaced from buildings or returning from leaves.

The right to apply to change teaching areas, described in 7-1-4-3, shall hold provided the teacher is licensed in the alternate area, notifies the District 281 Human Resources Office by the notification deadline for Transfer Pool 1, and has taught in the alternate area of licensure within the last five (5) years in the district or has taken at least six (6) quarter credits of course work in this area within the last five (5) years. Exemptions from the six credit requirement may be granted at the discretion of the Executive Director of Human Resources.

**7-1-5 Effect of Provisional License**

No teacher shall be entitled to exercise seniority rights in a teaching area for which the teacher holds only a provisional license, except as provided for in Minnesota Statute 122A.40, subdivision 11.

**7-1-6 Instructional Assistants**

When the number of instructional assistant positions is reduced, employees forced from such positions shall be placed on an instructional assistant, unrequested leave list. Calculations shall be according to 7-4-3, except that names shall remain on the instructional assistant, unrequested leave list for a maximum of five (5) years.

**7-2 Reinstatement**

Teachers placed on unrequested leave of absence shall be reinstated to available positions in the reverse order of seniority as determined by the district seniority list. A teacher who is placed on unrequested leave of absence and who is not reinstated shall continue on unrequested leave of absence for a period of five (5) years after which the right to reinstatement shall terminate. Reinstated teachers shall have the right to return in subject matter areas or fields in which they are licensed unless they have voluntarily relinquished their right to return in a specific field or subject matter.

**7-2-1 Availability**

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 a vacancy.

**7-2-2 Notification**

When practicable, notification of recall shall be by certified delivery mail with return receipt requested.

**7-2-3 Response**

It shall be the responsibility of teachers placed on unrequested leave of absence to maintain a current listing of their name, telephone number and mailing address with the District 281 Human Resources Office. A teacher shall have seven (7) days from date of mailing, personal service or telephone notification, which will be verified in writing, of recall to advise the Human Resources Office, in writing, of the intent to accept the offer or the intent to reject the offer.

If a teacher does not respond in the seven (7) day period, the teacher waives all right to reinstatement and the School Board may terminate the teacher's employment.

Teachers on unrequested leave of absence who intend to be absent from their current mailing address for an extended period of time, may file with the Human Resources Office using the designated form, their acceptance or rejection of a position vacancy, if such vacancy were to

occur during the period of their absence. In addition, teachers may designate an individual, on the prescribed form, with the authority to make a decision regarding any such vacancies that arise during the absence of the teacher.

**7-2-4 Waiving Right to Re-Employment**

If a teacher waives the right to re-employment in the position offered, the position shall be offered to the teacher with the next greater seniority, provided that teacher is licensed for the position.

**7-2-5 Completion of Recall Procedure**

Pending completion of the recall procedure, positions may be filled on a temporary basis.

**7-2-6 Part-time, Full-time and Full-year Positions**

For the purposes of this paragraph, full-year, full-time employment means employment of at least 170 days per year and receipt of salary equivalent to 1.0 times the figure on the salary schedule appropriate for the individual's correct step and lane.

A teacher placed on unrequested leave of absence from a full-time position is entitled to reinstatement to a full-time position. Full-time teachers may refuse recall to a position which constitutes less than a full-year, full-time position.

A teacher placed on unrequested leave of absence from a part-time position is only entitled to reinstatement to a part-time position equal to the one last held before layoff. Refusal to accept reinstatement to a position to which the teacher is entitled shall constitute resignation.

**7-2-7 Right to Available Positions**

Individuals whose names appear on the unrequested leave list possess reinstatement rights to positions constituting 80 or more working days per year. When hired to these positions, they shall receive a rate of pay based on their proper step and lane. In addition, they may place their names on the District 281 reserve (substitute) list and accept hourly rate or reserve positions.

**7-3 Termination of Rights**

A teacher's reinstatement rights shall be terminated based on any of the following events:

1. Voluntary removal by a teacher from a specific seniority list, in accordance with 7-4-5. This voluntary removal from a specific seniority list shall terminate a teacher's reinstatement rights only in a specific area from which the teacher's name is voluntarily removed and only until the teacher voluntarily replaces his/her name on that specific list subject to the requirements of 7-4-5.
2. Resignation
3. Retirement
4. Discharge or termination of the teacher
5. Expiration or revocation of valid teaching license
6. Refusal or failure to return following recall
7. A teacher on unrequested leave of absence who has not filed by April 1 of any year, a written statement requesting reinstatement in accordance with Minnesota Statute 122A.40, Subdivision 11. The district shall inform teachers of this requirement at least thirty (30) days prior to the April 1 deadline.

**7-4 Seniority**

The district shall maintain a current seniority book containing seniority lists by license to teach and with each teacher's current teaching area designated on each list. The book shall also contain a master seniority

list of all staff eligible to teach in the teachers' bargaining unit chronologically by seniority date. A draft copy of this list will be published annually in January and a final copy in February. One or more copies will be available in all schools each year.

**7-4-1 Filing Date**

The last possible date for filing the license in the Human Resources Office is November 15 of each year in order to have seniority rights to a position in that area of licensure.

**7-4-2 Correction to Seniority List**

Any teacher who disagrees with the accuracy of any of the information on the draft copy of the seniority list shall have fifteen (15) working days to obtain a correction directly from the district, or ten (10) working days from the date of distribution of the final seniority list to challenge through the grievance procedure as set forth in this agreement. In the absence of a grievance being filed within ten (10) working days from the date of distribution of the final seniority list, the seniority list will be conclusively deemed to be correct.

**7-4-3 Length of Service**

The length of service for all teachers shall be calculated from the most recent date of hire. Changes in seniority dates, which were adjusted because of the length of service, Reduced Load Clause (5-21-4-2 in 1977-79 contract) in the pre-1979-81 Collective Bargaining Agreements, shall stand and not be retroactively corrected. These shall be the only deviations from hire dates permitted in the calculation of seniority rights, except for the correction of errors or acceptance of a leave under 10-3-3. The length of service for teachers on medical leave shall include up to two (2) years of time spent on medical leave. The length of service for teachers granted Federation leave, or governmental leave shall include the time spent on Federation or governmental leave.

**7-4-4 Seniority List**

A teacher shall be listed on all seniority lists for which the teacher holds a license to teach unless a teacher voluntarily removes his/her name according to 7-4-5.

**7-4-5 Voluntary Removal of Name from Seniority List**

A teacher may voluntarily remove his/her name from any District 281 seniority list except from the subject-matter seniority list in which the teacher is currently assigned. Applications must be completed and returned to the Executive Director of Human Resources by January 15 of any year. The teacher's name will be removed from the designated seniority list, as posted by the district, and shall continue to be excluded from such list thereafter until replaced by the teacher as outlined below.

The teacher may voluntarily replace his/her name on the designated seniority list by notifying the Executive Director of Human Resources by November 15 of the calendar year preceding the year the teacher desires to have his/her name replaced on the designated seniority list.

**7-4-6 Multiple Licenses**

Teachers who hold licenses to teach multiple subjects such as health/physical education, English/Social Studies or Science all may utilize 7-4-5 to remove their name from any subject matter seniority list except that in which the teacher is currently assigned.



## **7-5 Extended Contracts**

At the end of the 1995-96 school year all Lifework Coordinators were placed on unrequested leave and recalled to a standard teacher contract. Since that time, a pool of days has been established annually by the District for each of the high school lifework departments to be used by the individual lifework coordinators. The pool of days for the high school will be equitably distributed using a formula that incorporates the number of students registered for each lifework coordinator's program as compared to the total number of students enrolled in all of the lifework programs in that building. The student count to be used is the number of students officially registered for the program as of March 1 prior to the school year. (For example: if a lifework coordinator has 25% of all the students enrolled in all the lifework programs enrolled in his/her program, he/she will receive 25% of the days allocated to that building for the next school year. Modification to the formula may be made by the Assistant Superintendent for Teaching and Learning due to student programming needs.

## **ARTICLE VIII: Assignments and Transfers**

### **8-1 Definitions**

#### **8-1-1 Transfer**

The term transfer, as applied in this section, means the transfer of teachers between subject matter areas, school buildings or work sites.

#### **8-1-2 Voluntary Transfer**

A voluntary transfer is a transfer initiated by a teacher.

#### **8-1-3 Involuntary Transfer**

An involuntary transfer is a transfer initiated by the district due to staff reduction, building closings, changing building enrollments, unsatisfactory work on the part of the teacher or programmatic needs on the part of the district.

#### **8-1-4 Internal Building Staffing**

The term internal building staffing or building settling refers to the process used by a principal in determining internal building assignments for the ensuing school year.

#### **8-1-5 Displacement from Building**

Displacement from building refers to the involuntary transfer of a teacher from a building when an excess of staff occurs in a particular department following unrequested leave and internal building staffing determinations.

### **8-2 Voluntary Transfers**

A teacher who desires to change building assignments may request a voluntary transfer. Voluntary transfers are of three types: (1) voluntary transfers effective at the beginning of the next school year; (2) voluntary transfers effective during the current school year; (3) voluntary transfers involving a position exchange.

#### **8-2-1 Transfers Effective for the Ensuing School Year**

Teachers who wish to transfer from the school building to which they are assigned to another school building for the ensuing school year must follow the procedures described in Section 8-5.

#### **8-2-2 Transfers Effective for Current School Year**

Teachers who wish to transfer during the current school year may apply for vacancies that occur. Any such transfer shall be subject to the requirements in 6-10-1 and the final decision to approve such a transfer shall be retained by the school district. Normally, transfers are allowed

only at the beginning of the school year for continuity of school programs and well being of the students.

**8-2-3 Voluntary Transfers Involving a Position Exchange**

This is a transfer request initiated by a teacher who wishes to exchange assignments with another teacher in a different building and/or different area of licensure. The proper license for both teachers is required. Requests for exchange of positions are subject to approval by both of the school principals and the Assistant Superintendent for Teaching and Learning.

Requests must be submitted before the first day of May in order to be considered for the following school year. Such exchange of positions will normally remain in effect for the entire school year. At the end of the school year, the teachers may agree to a permanent exchange of positions subject to approval of both the school principals and the Assistant Superintendent for Teaching and Learning, and subject to other limitations set forth in this agreement.

**8-2-4 Exclusion from Voluntary Transfer**

A teacher who is on a performance improvement plan may not seek a voluntary transfer without mutual consent of the teacher, the building principal, and human resources.

**8-3 Involuntary Transfers**

**8-3-1 Involuntary Transfers Which Are Not Administrative Transfers**

Except for administrative transfers described in 8-3-2, involuntary transfers shall be made based on district-wide seniority and area of licensure.

**8-3-2 Administrative Transfers**

These are transfers that are initiated by the administration. Administrative transfers may be made for three reasons:

1. Changes in school enrollment which differ from projections made by the administration prior to the operation of the transfer pools (included in this category are changes in class enrollments which result from actual student registrations);
2. Unsatisfactory work on the part of the teacher;
3. Programmatic needs of the district.

**8-3-2-1 Administrative Transfers Due to Changes in School/Class Enrollments**

When transfers between schools are initiated based on changes in school enrollments, or changes in projected secondary class enrollments, the teacher to be transferred shall be that person in the building who possesses the least district-wide seniority by area of licensure, or a teacher in the building who voluntarily agrees to the transfer.

At the elementary schools where this procedure would necessitate bumping in the building, the administration may choose to transfer the least senior teacher assigned to the grade level in which a position is to be eliminated rather than the least senior teacher in the building. The least senior teacher, as elsewhere in this agreement, refers to the teacher possessing the least amount of district-wide seniority.

Transfers due to changes in school/class enrollments shall be initiated by the administration in the following manner:

Secondary transfers shall be initiated on or before the tenth (10th) student school day of each semester. Elementary transfers shall be initiated on or before the tenth (10th) student school day after the following natural breaks:

- a. The beginning of the school year for students;
- b. Parent/teacher conference day in the fall;
- c. The end of the winter recess.

#### **8-3-2-2 Administrative Transfers Due to Unsatisfactory Work on the Part of a Teacher**

Normally, when transfers are initiated based on unsatisfactory work, the following steps will be taken:

**Step 1:** When a teacher's work performance is unsatisfactory, the principal shall notify the teacher in writing, stating the reasons for the principal's dissatisfaction with the teacher's performance. The teacher shall have ten (10) teaching days in which to respond in writing to the principal's notice. A copy of the notice shall be sent to the Assistant Superintendent for Teaching and Learning and the Executive Director of Human Resources who may offer, in writing, further corrective steps to be taken by the teacher after consultation with the teacher and the principal.

**Step 2:** After notice has been given to the teacher, and after corrective steps have been attempted, if the teacher's work does not improve to the satisfaction of the principal and appropriate administrator, and if in the judgment of the appropriate administrator a change in placement and assignment indicates a possibility for satisfactory work, a transfer to another building may be made before the end of the school year, normally to become effective at the beginning of the next school year.

**Step 3:** The receiving principal shall be informed within a reasonable time in advance of the teacher's transfer and shall be informed of the steps taken or to be taken in attempting to assist the teacher to make a satisfactory adjustment.

#### **8-3-2-3 Administrative Transfers Due to Programmatic Needs of the District**

Transfers may be initiated based on programmatic needs when:

1. The Minnesota Department of Education rules and/or regulations requires the course offering;
2. The course offering is an elective and the offering is retained by the administration in the building curriculum;
3. There exists a serious imbalance in the ratio of male/female teachers in physical education within a particular school so student locker-room supervision cannot be provided by a teacher of the same sex based on current staffing.
4. Dual licensure is required for a position.

Transfers will be implemented by district-wide seniority and licensure.

### **8-4 Special Assignment**

A teacher on special assignment is a teacher who holds a bargaining unit position for which the School Board requires special qualifications beyond those required by the Minnesota Board of Teaching or the Minnesota Department of Education. The specific job duties for the teacher on special assignment shall be

defined by the school district. Lead teachers in special education are considered to be on special assignment.

By notifying the Human Resources Office prior to February 1, a teacher on special assignment may return to a position in the bargaining unit similar to the one the teacher held prior to accepting the special assignment. Transfers from special assignment positions to other bargaining unit positions must conform to the provisions of Article VIII of this Agreement.

Notwithstanding Minnesota Statute 122A.40, a teacher on special assignment shall not be bumped from such a position due to the placement of a more senior teacher in the same licensure area on unrequested leave of absence.

**8-5 Staffing Process**

The District and the RFT shall agree to a timeline for the staffing process for the following school year by February 1.

**8-5-1 Internal Building Staffing**

Internal building staffing occurs after the district determines its district-wide staffing needs by licensure area and before positions are posted in Transfer Pool 1 and between the first and second posting of Pool 1. Internal building staffing may occur again after the transfer pools are closed.

Assignments within a building and/or department shall be made by the building principal following consultation with the RFT chief building representative and the parties involved before any vacancies are openly declared. The principal has the final authority to determine placement within the building. The dates for internal building staffing are set by the School Board, based upon concurrence with the Federation President and the Human Resources office.

A full-time teacher assigned to more than one building is considered assigned to that building which is the larger or largest portion of his/her total assignment. If the larger of the two (or the largest of more than two) portions are equal, between or among buildings, the teacher must designate which of his/her buildings is to be the assigned building for the school year by October 1 of the school year. This does not apply to part-time teachers, even if the teacher possesses the right to retain a full-time position as outlined in 6-14.

**8-5-2 Displacement of Teachers from Buildings**

After internal staffing occurs, it may be necessary to displace some teachers from one or more buildings. If this occurs, the teacher or teachers with the least district-wide seniority shall be displaced from the buildings by area of licensure and their names placed in Transfer Pool 1.

**8-5-2-1 Building Closing**

In the event of a building being closed teachers with continuing contract rights shall participate in a similar pool process prior to the district transfer pools described in 8-5-4-1 and 8-5-4-2.

**8-5-3 No Bumping**

No teacher may use the transfer provisions of the contract to bump from a building another teacher with similar licensure and area of teaching who may have less seniority in the district.

**8-5-4 Transfer Pools**

There shall be two Transfer Pools entitled Transfer Pool 1 and Transfer Pool 2. Teachers wishing to voluntarily transfer for the ensuing school year may participate in Transfer Pool 1 and

Transfer Pool 2. Teachers involved in an involuntary transfer shall have their names placed in Transfer Pool 1, and if a position is not secured during Transfer Pool 1, shall have their names placed in Transfer Pool 2.

**8-5-4-1 Transfer Pool 1**

Transfer Pool 1 will include the following eligible teachers:

- a. Teachers involuntarily displaced as described in 8-5-2.
- b. Teachers returning from leave of absence.
- c. Teachers voluntarily seeking a transfer effective for the ensuing school year (not listed)

The hiring principal or administrator will select a teacher for the position. Seniority will not be used as the basis for selection.

**8-5-4-2 Transfer Pool 2**

Transfer Pool 2 will contain the names of the following:

- a. Teachers whose names were contained in Transfer Pool 1 who did not obtain a position for the ensuing school year.
- b. Teachers voluntarily seeking a transfer effective for the ensuing school year.

A teacher who voluntarily joins Transfer Pool 2 must notify Executive Director of Human Resources, in writing. A teacher who chooses to participate in Transfer Pool 2 places his/her position and building assignment in the pool. Assignments for teachers whose names are in Transfer Pool 2 are determined based on seniority and area of licensure.

**8-5-4-3 Closing of Pools**

Transfer Pool 2 shall begin shortly after the completion of Transfer Pool 1.

Transfer Pool 2 will last until all teachers are contacted and make their selection.

**8-5-4-4 Assignments That Occur After the Close of Transfer Pool 2**

Teachers whose names are in Transfer Pool 2 and who did not select a position by the close of Transfer Pool 2 will be assigned to an existing vacancy by the Executive Director of Human Resources.

## **ARTICLE IX: Discipline**

**9-1 Levels of Discipline**

The following disciplinary actions may be imposed by the district for good and sufficient grounds:

- a. Oral reprimand;
- b. Written reprimand;
- c. Letter of deficiency;
- d. Administrative transfer in accordance with 8-3-2;
- e. Withholding of a salary increase or increment;
- f. Suspension without pay;
- g. Discharge in accordance with 9-6.

**9-2 Meeting at Which Disciplinary Action is Taken**

Disciplinary action taken pursuant to this article shall be administered at a meeting called for such purpose. The teacher shall receive written or oral notice of the meeting and except in the case of an oral reprimand,

shall be entitled to Federation representation. In unusual circumstances, when warranted, disciplinary action may be taken immediately by the administration. In such situations, a meeting will be scheduled thereafter when practicable, to discuss the matter with the employee.

**9-3 Notice**

Except in the case of an oral reprimand, the affected teacher and the Federation shall be provided a written copy of the disciplinary action imposed. The teacher may elect in writing not to have notice of such disciplinary action provided to the Federation.

**9-4 Appeal to the Grievance Procedure**

Except as noted in section 9-5 below, disciplinary action taken pursuant to this article may be appealed to the grievance procedure as contained in Article V of this agreement. Except in the case of a written reprimand, grievances shall be initiated at Step II and shall be subject to the arbitration provisions of the grievance procedure.

**9-5 Reprimands or Letter of Deficiency**

Oral reprimands shall not be subject to the grievance procedure. Written reprimands, or letters of deficiency, under normal circumstances, shall be presented to a teacher in person at a meeting called for this purpose. The teacher shall be requested to sign a copy of the reprimand, or letter of deficiency, to be filed in the teacher's personnel file with the understanding that this means the teacher has read the reprimand or letter, but not that the teacher necessarily agrees with its contents or accuracy.

If a teacher refuses to sign the reprimand or letter, it may be placed in the teacher's personnel file by the administration with a notation indicating the date the meeting was held to review the reprimand or letter, and the fact that the teacher refused to sign the copy placed in the file. The teacher shall be afforded up to fourteen (14) calendar days to respond in writing to the reprimand or letter and the teacher's response shall be attached to the file copy of the reprimand or letter of deficiency.

**9-6 Discharge**

Procedures governing discharge are those provided under Minnesota Statute 125.12 (1982), as amended. Nothing in this article shall limit the right or obligation of the parties with respect to immediate discharge under Minnesota Statute 122A.40, subdivision 13.

**ARTICLE X: Leaves of Absence**

**10-1 Leaves of Absence Without Pay**

**10-1-1 Military Leaves**

**10-1-1-1 Involuntary Service**

Faculty members involuntarily called for military service shall receive credit for experience and seniority as if they had been on staff.

**10-1-1-2 Reserve Service**

Any teacher who is a member of a reserve component of the armed forces who is required to perform active, full-time duty shall be granted leave from the teacher's teaching duties for such purpose.

**10-1-2 Part-time Teaching Provision (With 20 or More Years of Allowable Minnesota TRA Service)**

The district may, at its discretion, grant such leaves in accordance with Minnesota Statute 354.66. Approval of the teacher's principal or immediate supervisor and the Human Resources

Office is required. Approval will depend, in part, on the availability of a qualified teacher to share the position at no extra cost to the district. Applications for this type of part-time employment must be received by the Human Resources Office no later than February 1 of the school year prior to that to which it would apply.

Exceptions to the February 1 deadline may be granted by the school district at its discretion. In accordance with Minnesota Statute 354.66, the district shall pay the insurance premiums as if the teacher were full-time, except for Long Term Disability for those teachers who work less than .7 FTE. The district shall contribute towards the teacher's TRA as if the teacher were full-time. Paid time off is administered according to Article 10-2-2.

**10-1-3 Extended Leaves of Absence**

The district may, at its discretion, grant extended leaves of absence consistent with Minnesota Statute 122A.46. The School Board may grant an extended leave of absence without salary to a full time teacher who has been employed by the Board for at least five (5) years and has at least ten (10) years of allowable service as defined in Statute 354.05.

The maximum duration of an extended leave of absence pursuant to this section shall be determined by mutual agreement of the Board and the teacher at the time the leave is granted and shall be at least three (3) years but no more than five (5) years. Teachers granted such leaves will be solely responsible for all retirement contributions. Approval of the Human Resources Office is required. Applications for extended leaves must be received by the Human Resources Office no later than February 1 of the school year prior to that to which it would apply. Exceptions to the February 1 deadline may be granted by the school district at its discretion.

**10-1-4 Federation or Government Services**

Leaves shall be granted to teachers who apply for such leave because they are elected or appointed to perform service for the Federation, or for teachers who are elected to a state or federal office in government, or for teachers who perform voluntary government service such as the Peace Corps, Americorps, or military Reserve duties. The leave shall extend for the entire time needed to complete the assignment and teachers granted such a leave shall retain their original date of hire.

**10-1-4-1 Return Privileges**

A teacher returning from a Federation or Government Leave shall have the right to return to the same building and department in a secondary school, or the same grade level in an elementary school, provided the building is still open and the teacher is entitled by seniority to return to the building.

**10-1-5 Other Leaves of Absence Without Pay**

**10-1-5-1 Purpose**

Leaves of absence without pay will be considered for the following purposes: study, teaching in a foreign country, accompanying spouse or significant other on temporary work assignment out of the area, recuperation, need to care for a seriously ill child, spouse, significant other, parent, or other purposes pre-approved by Human Resources.

**10-1-5-2 Requirements**

The teacher must have taught for the last three (3) years in the district to qualify for a leave of absence without pay. This requirement would not apply to a teacher requesting an extension of an existing leave of absence without pay.

**10-1-5-3 Length of Leaves**

The district shall approve the duration of these leaves. Normally, a leave shall not immediately follow a five (5) year leave of absence. Normally, the School Board will grant one leave per teacher every five (5) years.

**10-1-5-4 Seniority**

Teachers who are granted a leave under Section 10-1-5 do not accrue seniority for the time of the leave.

**10-1-6 Group Insurance**

Subject to the provisions of this agreement, the provisions of the FMLA, and the limitations of the group insurance plans established by Article XIII, a teacher on an unpaid leave of absence may continue to participate in the group insurance plans. A teacher choosing to continue participation shall pay the full monthly premium for such plans, commencing on the date the unpaid leave of absence begins.

**10-2 Leaves of Absence With Pay**

**10-2-1 Sabbatical Leaves**

The School Board will grant a number of sabbatical leaves that is equal to .5 of one percent (1%) of the number of full-time equivalencies (FTE's) included in the teachers' bargaining unit. Submitted applications must meet the established criteria.

**10-2-1-1 Qualifications**

Teachers shall be eligible for sabbatical leave after each seven (7) consecutive years of teaching in District 281. Time spent on authorized leaves of absence neither contributes to nor interrupts the accumulation of consecutive years of teaching.

**10-2-1-2 Time To Apply**

Applications for sabbatical leave must be made on forms available in the Human Resources Office on or before March 1. Successful applicants will be notified on or before April 1.

**10-2-1-3 Salary**

The sabbatical salary for a teacher with seven (7) to ten (10) years of experience in District 281 shall be 50 percent, and a teacher with ten (10) or more years 60 percent of the salary to which the teacher would be entitled for full-time work during the sabbatical year payable on the regular payroll schedule. Upon request from the teacher on sabbatical at 50 percent of the salary, the School Board will pay 75 percent of the teacher's regular salary during the sabbatical year. The year following the sabbatical, 25 percent of the previous year's salary will be deducted from the teacher's regular salary. Upon request from a teacher on sabbatical leave at 60 percent of salary, the School Board will pay 80 percent of the teacher's regular salary during the sabbatical year. The year following sabbatical, 20 percent of the previous year's salary will be deducted from the teacher's regular salary.



#### **10-2-1-4 Requirements**

1. The teacher will undertake a program that is designed to help the teacher better perform the teacher's professional duties upon return;
2. The teacher with less than an MA degree must have been accepted in a graduate school;
3. The teacher must submit for approval a summary of plans for study, research and/or travel;
4. If a sabbatical leave is granted solely for study, the recipient will earn a minimum of thirty (30) quarter hours during the sabbatical year and one summer or equal work by writing a thesis or other work as approved by the teacher's graduate adviser and the superintendent.

#### **10-2-1-5 Supplemental Compensation**

The teachers on sabbatical leave may augment their sabbatical salary with aids, fellowships, scholarships or other stipends up to an amount which when added to the sabbatical salary will not exceed the amount of their basic salary.

#### **10-2-1-6 Return Requirement**

The teacher must agree to serve as assigned in District 281 schools for two (2) years after the sabbatical leave or repay to the district all compensation and fringe benefits received from this district while on sabbatical leave within a period of two (2) years.

#### **10-2-1-7 Return Privileges**

A teacher returning from sabbatical leave shall have the right to return to the same building and department in a secondary school or the same grade level in an elementary school. This right can be exercised by the teacher provided:

1. The building is still open; and
2. The teacher is entitled by seniority to return to the building. The teacher shall notify the Executive Director of Human Resources by February 1 of the intent to return.

#### **10-2-2 Paid Time Off (PTO)**

- a. Paid time off (PTO) is defined as absence used for illness, adoption, personal use (non-vacation), paid child care leave, and bereavement. Paid time off does not include such absences as jury duty (10-2-5), military leave (10-2-4), paid holidays (6-4), religious holidays (6-5), sabbaticals (10-2-1), or any unpaid leaves. Pre-approval is unnecessary except as defined in (d) and (e) below.
- b. All full-time teachers shall be credited with twelve (12) days of PTO per contract year. The credit shall be made at the beginning of each school year. Part-time teachers shall accrue PTO days on a pro-rata basis. If a teacher leaves the district having used more PTO days than he/she has accumulated, the district shall reduce the teacher's final paycheck for any unearned PTO days on a pro-rata basis.
- c. A teacher may use PTO days up to the amount accumulated for reasons defined in Article 10. The district will require the teacher to seek approval for PTO usage in excess of three (3) consecutive days, except in cases of illness or emergency. The teacher shall inform the principal when illness or emergency leaves exceed three (3) days.
- d. Paid time off (PTO) shall not normally be used on the first five (5) or last five (5) school days of the year.

- e. Before/after a holiday or vacation period, including Minnesota fishing and deer hunting opening weekends, no more than 5% (or at least 1 teacher) of a building teaching staff may use PTO.
- f. Exceptions to these limitations shall be considered on an individual basis.

**10-2-2-1 Incentive for Attendance**

To reduce voluntary absences, a teacher who uses one (1) or fewer days of paid time off during the school year may choose an option listed in the following table with the District buying back paid time off reducing the teacher's paid time off total by the same number of days a teacher is eligible for and elects to receive payment in exchange for those days:

- a. to have the District contribute the amount set forth below in the table of pay at the teacher's daily rate into the teacher's account in the State of Minnesota Deferred Compensation Plan (457) tax sheltered annuity or 403(b) plan approved provider; or
- b. receive payment set forth below in the table, to be paid no later than July 15.
- c. Use of one (1) day paid time off shall be allowed for a teacher's eligibility for receiving the incentive.
- d. The use of one (1) PTO day will qualify as zero (0) days used (previously interpreted as one (1) personal leave day).

Option	Zero Days Used	One Day Used
a. Tax shelter deposit	2 days of pay	1 day of pay
b. Cash	\$250.00	\$125.00

**10-2-2-2 Unused PTO Days**

At the end of the contract year, individuals who are covered by 13-8 benefits (cafeteria plan) may use unused PTO days as follows:

- a. Unused days may be added to each teacher's previously accrued PTO balance.
- b. Up to five (5) unused PTO days may be sold back at the rate of one hundred fifty dollars (\$150) per day toward purchase of an approved deferred compensation plan, lump sum payment if a teacher's accrued PTO balance equals thirty (30) unused days or more.
- c. Up to an additional three (3) days unused PTO days may be sold back at the rate of one hundred fifty dollars (\$150) per day toward purchase of an approved deferred compensation plan, a lump sum payment if a teacher's accrued PTO balance equals sixty (60) unused days or more.
- d. Up to an additional two (2) days unused PTO may be sold back at the rate of one hundred fifty dollars (\$150) per day toward purchase of an approved deferred compensation plan or a lump sum payment if a teacher's accrued PTO balance equals seventy (70) unused days or more.

**10-2-2-3 Family Medical Leave Act**

The District may apply the provisions of the Family Medical Leave Act to teachers who are granted paid time off under 10-2-2.

#### **10-2-2-4 Sick Leave Pool**

The School Board agrees to maintain a Sick Leave Pool. Sick Leave Pool By-Laws are available from the Human Resources Office or from the RFT building representative.

#### **10-2-3 Professional Leave**

Professional leave may be granted to teachers to attend meetings or observe another class for the purpose of improving the educational proficiency of the teacher. Requests for such leaves must normally be submitted at least one week in advance to the appropriate department administrator.

#### **10-2-4 Military Leaves**

Teachers shall be eligible for up to fifteen (15) days per calendar year of military leave without loss of pay in accordance with Minnesota Statutes 192.26. Additional unpaid leave may be granted in accordance with 10-1-1. Requests for such leave shall be submitted to the Executive Director of Human Resources by the teacher upon receipt of such orders, but in no event more than two (2) work days following receipt of such orders.

A teacher that is granted an extended military leave of absence will be guaranteed to return to the same building he/she left. He/she is not required to enter the transfer pool unless He/she specifically requests it in writing. (Building closure would result in entering the pool process.)

#### **10-2-5 Jury Duty**

Teachers who receive a summons are to notify the school principal immediately of the proposed dates of service and request a substitute when needed. A copy of the jury duty check should be sent to the Payroll Department as proof of service.

Teachers will have no loss of pay as a result of jury duty if the provisions above are met. Failure to do so will result in the deduction of the substitute rate of pay from the teacher's salary.

#### **10-2-6 Benefits on Paid Leave**

The School Board shall pay proportionate premiums for benefits that accrue for a teacher on leave with pay.

### **10-3 Leaves of Absence With or Without Pay**

#### **10-3-1 Child Care Leave**

Child care leave will be granted because of the need to prepare and provide parental care to a natural-born or adopted child or children. This may be paid if the staff member has paid time off. A maximum of 12 continuous weeks (60 days) of paid time off may be used. During the first ten (10) years of employment with the District, if a teacher exhausts his/her paid time off, the teacher may receive up to an additional ten (10) days of paid leave.

Part-time teachers shall receive a prorated amount of paid time off based on their part of a full-time position. In the case of natural birth, child-care leave may be utilized separately or in conjunction with pregnancy-related disability described in 10-3-1-6.

#### **10-3-1-1 Initiation of Leave**

A teacher making application for child-care leave shall submit a written request to the Human Resources Office at least two (2) calendar months before commencement of the intended leave. The school district may adjust the proposed beginning or ending

date of a child-care leave so that the dates of the leave are coincident 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.

**10-3-1-2 Return**

The anticipated date of return shall be stipulated at the time leave is requested. In stating beginning and returning dates, teachers shall keep in mind the importance of continuity of instruction. The return date may be changed at a later time by mutual agreement of the teacher and the Executive Director of Human Resources. Upon return, the teacher shall be assigned to a position comparable to the previously held position.

**10-3-1-3 Length of Leave**

Each child-care leave shall not exceed two (2) full school years. The school year in which the leave begins is to be counted as one of the two years. Teachers on child-care leave may apply for an additional year of leave under 10-1-5.

**10-3-1-4 Failure to Return**

Failure of the teacher to return pursuant to the dates determined under this section may constitute grounds for termination unless the school district and the teacher mutually agree to an extension in the leave.

**10-3-1-5 Probationary Teachers**

The time a teacher spends on child-care leave shall not be counted in determining the completion of the teacher's probationary period.

**10-3-1-6 Pregnancy-related Disability**

Pregnancy-related disability shall be treated the same as any other disability. The paid time off provisions described in 10-2-2 shall be available for pregnancy-related disability.

**10-3-1-7 Seniority**

Teachers who are granted a leave under Section 10-3-1 accrue seniority for the time of the leave.

**10-3-2 Medical Leave**

A teacher may request in writing to be placed on medical leave. Teachers granted such leave shall continue to accrue seniority for a maximum of two (2) years.

**10-3-3 Family Medical Leave Act**

The District will apply the provisions of the Family Medical Leave Act to teachers who are granted leaves under 10-3-1 and 10-3-2.

**10-4 Short Term Leaves of Absence Without Pay**

Leaves of absence without pay in this section are defined for short term personal reasons not covered elsewhere in the collective bargaining agreement. The District has the right to restrict the number of leave days without pay for any teacher during any one year.

**10-4-1** Application for a leave day without pay must be submitted for pre-approval at least five (5) days in advance to the principal or appropriate supervisor.

**10-4-2** Applications for two or more days of leave without pay must be submitted for pre-approval to human resources and to the principal or appropriate supervisor at least 30 days prior to the date the leave is requested to begin.

**10-4-3** Leaves will be considered on a first-come, first-served basis. A teacher who did not have a leave without pay the previous year will have priority over a teacher who was granted a leave without pay. The building principal, appropriate supervisor or human resources will make the decision based on the immediate needs of the building.

**10-5 General Rules Governing Leaves of Absence**

**10-5-1 Reassignment**

Teachers returning from any authorized leave shall be entitled to a similar position if so qualified by seniority and license. If return is scheduled for the beginning of a school year, the teacher's name shall be placed in Transfer Pool 1. (See Section 10-2-1-7 for Return Privileges of Teachers on Sabbatical Leave.) If the return is scheduled before the end of the school year during which the leave is granted, the teacher shall return to the same building and position.

**ARTICLE XI: Communications**

**11-1 Non-Contractual Grievances**

A non contractual grievance shall mean an alleged misapplication, misinterpretation or violation of policy or practice governing or affecting licensed teachers that does not meet the definition of a grievance as set forth in 5-1 of this agreement and, therefore, cannot be processed under Article V. The grievance procedure outlined in Article V of this agreement shall apply to grievances filed under 11-1, except no hearing shall proceed beyond Level III, and the School Board or a subcommittee of the board shall hear all non contractual grievances appealed to Level IV.

**11-2 Labor/Management Committees**

The Federation and the District agree to the concept of labor/management committees. The purpose of individual labor/management committees shall be to discuss and exchange ideas on issues not specifically covered in the Collective Bargaining Contract.

**11-2-1 Appointments**

Except for the Staff Development and Insurance Committees, the Federation and the District shall be entitled to an equal number of members on each labor/management committee. District appointments shall be made by the Superintendent, and the Federation appointments by the Federation president.

**11-2-2 Composition, Size and Organization**

When a labor/management committee is first formed, its mission or purpose and size shall be determined by agreement of the superintendent and Federation president. Thereafter, each committee shall determine its objectives, procedures for operation and decision making and to whom its recommendations shall be sent. These items together with its mission and size shall be committed to writing and sent to the superintendent and Federation president for approval. Changes in the mission, size, objectives, procedures, and to whom the committee sends its recommendations, can be made by the committee if approved by the Superintendent and Federation president.

**11-2-3 Formation and Dissolution of Committees**

Additional labor/management committees can be formed or existing committees can be dissolved by agreement of the superintendent and Federation president.

**11-2-4 Insurance**

The Federation shall have at least three (3) members on the Joint Labor/Management Insurance Committee.

**11-2-5 Staff Development**

The Federation shall have a majority of the members on the District Staff Development Committee. The chair of the committee shall be appointed by the Federation President. This committee shall allocate the district's staff development funds in accordance with the Minnesota Statute and shall approve staff development activities. Staff development committees in each building shall be comprised of a majority of teachers elected by the teachers in the building.

**11-3 Building Communications**

The principal's committee and the School Union Committee shall consist of a maximum of three members each in each school building and will meet, if requested by either party, once a month during the school year for the purpose of discussing working conditions and the implementation of the agreement. The meeting may include additional resource persons when mutually agreed upon by both parties. Any recommendations of the parties shall be forwarded to the superintendent of schools and the Federation. This committee will be advisory only. The agenda shall be mutually established prior to the meeting. Minutes will be kept and approved by both parties.

**ARTICLE XII: Basic Schedules and Rates of Pay**

**12-1 Classification of Staff**

**12-1-1 Regular Teachers**

All regular classroom teachers and media generalists, occupational therapist, physical therapist, school counselors, nurses and instructional assistants come under the salary schedule and are assigned to 189 contract days including seven (7) paid holidays of service. The salary schedule is listed in Appendix A.

**12-1-2 More Than 189 Day Teachers**

Those assigned to contracts for longer terms are paid by formula or prorated salaries based on the salary schedule.

**12-1-3 Reduced Load (Part-time Teachers)**

Those teachers employed for a time period less than 1.0 of a full-time teacher shall be assigned a contract on which the pay shall be prorated from the regular salary schedule listed in Appendix A.

**12-2 Salary Schedule**

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the agreement for the 2009-2010 and 2010-2011 school years.

**12-3 Status of Salary Schedule**

Upon expiration of this agreement, the salary schedules contained herein shall have no force and effect and shall not be construed as a part of a teacher's continuing contract.

## **12-4 Schedule of Payments and Payment Practices**

### **12-4-1 Number of Payments**

Teachers may select one of the following options:

1. Their annual salary will be payable in 26 equal installments. The annual salary will be payable in 20 equal installments of 1/26 the annual salary each and one final payment to balance the contract.
2. Their annual salary will be payable in 21 equal installments.

### **12-4-2 Selection**

Such selection must be made in writing to the Executive Director of Human Resources before August 1 of any school year and shall remain in force year after year unless changed in writing to the Human Resources Office by the teacher. New teachers shall select their options at the time of signing their contract.

### **12-4-3 Paydays**

All salary payments to teaching staff members shall be paid bi-weekly. Direct deposit notices will normally be available online every other Friday. The district payroll department will publish fiscal calendar of payroll dates.

## **12-5 Placement on Salary Schedule**

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

### **12-5-1 Initial Placement**

Teachers accepting initial employment in District 281 shall receive credit on the salary schedule for up to a maximum of four (4) steps for approved outside experience. In instances where an individual teacher agrees to an initial step placement below the maximum available to the teacher, such acceptance will be noted on the teacher's contract and the Federation will be notified. The district reserves the right to place new teachers on a higher level of the salary schedule than previous experience would warrant.

#### **12-5-1-1 Training Level Qualifications**

The initial training level placement will be the degree held at the time of teacher certification. Those teachers in a teacher licensing post baccalaureate program who have additional credits beyond the BA at the time they receive their teaching license, shall be given credit beyond the BA lane if their program advisor sends a letter indicating that the candidate must teach as a requirement for receiving an MA. The placement in these cases would be in the lane appropriate to the credits earned beyond the BA. If the degree held at the time of certification is an MA, the teacher will be given appropriate credit beyond the MA level upon receipt of the letter from the advisor.

### **12-5-2 Change in Training Level**

The deadline to apply for change of training level salary adjustments will be October 1 for credits earned by September 1, and March 1 for credits earned by February 1. Any teacher with a Bachelor's degree or above qualifying for a change of training level shall transfer at the same step on the salary schedule. An application form from the Human Resources Office for change of training level with an official transcript of credits earned shall be in the Human Resources Office by October 1 or March 1. The Executive Director of Human Resources will audit all such requests and make recommendation for approval by the School Board at the next regular meeting. Any

change of training level must be justified by having at least one-half of the applicable credits earned at an accredited college or university. The other one-half of the applicable credits may be local in-service credit.

**12-5-2-1 Advance Degree Program**

Credits used toward advancement on the salary schedule must be earned by the teacher completing courses related to the teacher's professional expertise or as a part of a definite career plan in the field of education.

**12-5-2-2 Credit for In-Service Courses**

School Board credits for in-service courses offered by other school districts and approved in advance will be assigned credit on the same basis as District 281 in-service courses. One quarter credit equals a minimum of twelve (12) hours. No half credits will be granted.

**12-5-2-3 Occupational Therapist Coursework**

Occupational therapist coursework shall be considered for advancement of salary lane changes when coursework is completed from an accredited medical academic institution.

**12-5-3 Training Level Qualifications**

Training beyond high school graduation is interpreted as follows:

**12-5-3-1 Bachelor's Degree**

Requires the completion of a four-year course at an accredited teacher-training institution with the granting of a bachelor's degree.

**12-5-3-2 Bachelor's Degree Plus Fifteen (15) Quarter Credits**

Requires that the fifteen (15) credits have all been earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Eight (8) hours must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit.

**12-5-3-3 Bachelor's Degree Plus Thirty (30) Quarter Credits**

Requires that the thirty (30) credits have all been earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Fifteen (15) credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit.

**12-5-3-4 Bachelor's Degree Plus Forty-five (45) Quarter Credits**

Requires that the forty-five (45) credits have all been earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Twenty-three (23) credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit.

**12-5-3-5 Bachelor's Degree Plus Sixty (60) Quarter Credits**

Requires that sixty (60) credits must be earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Thirty (30) of such



credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit.

**12-5-3-6 Master's Degree**

Requires the granting of a master's degree by an accredited graduate school.

**12-5-3-7 Master's Degree Plus Fifteen (15) Quarter Credits**

Requires that the fifteen (15) credits must be earned after receiving the master's degree. Eight (8) credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate to one graduate credit.

**12-5-3-8 Master's Degree Plus Thirty (30) Quarter Credits**

Requires that thirty (30) credits must be earned after receiving the master's degree. Fifteen (15) credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate to one graduate credit.

**12-5-3-9 Master's Degree Plus Forty-five (45) Quarter Credits**

Requires that the forty-five (45) credits must be earned after receiving the Master's degree. Twenty-three (23) credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate to one graduate credit.

**12-5-3-10 Master's Degree Plus Sixty (60) Quarter Credits**

Requires that sixty (60) credits must be earned after receiving the master's degree, with exception of graduate work for master's degree in social work. Thirty (30) credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit.

**12-5-3-11 Specialist Degree**

Requires the granting of a specialist degree by an accredited graduate school.

**12-5-3-12 Doctorate Degree**

Requires the granting of a doctorate degree by an accredited graduate school.

**12-5-3-13 National Board Certification**

During the year in which a teacher receives certification by the National Board for Professional Teaching Standards, the teacher shall receive additional pay. The amount shall be one-half of the difference between the amount of the step and lane for which the teacher is qualified and the same step of the next higher lane. For as long as the teacher remains Nationally Board Certified, the teacher shall be placed on a lane one higher than the one for which the teacher is qualified under 12-5-3. For a teacher who has NBPTS Certification and earns a doctorate (Ph.D./Ed.D.), the teacher shall receive an additional \$2000 above the teacher's current salary. Teachers are responsible to notify the district if the NBC is renewed.

**12-5-3-14 Certificate of Clinical Competence**

During the year in which a teacher who is employed as an Educational Speech Language Clinician receives from the American Speech/Language/ Hearing Association Certificate of Clinical Competence the teacher shall receive additional pay. The amount shall be one-half of the difference between the amount of the step

and lane for which the teacher is qualified and the same step of the next higher lane. For every subsequent year the certified teacher shall be placed on a lane one higher than the one for which the teacher is qualified under 12-5-3. For a teacher who has Certificate of Clinical Competence and earns a doctorate (Ph.D./Ed.D.), the teacher shall receive an additional \$2000 above the teacher's current salary.

**12-5-3-15 Certified School Psychologist**

During the year in which a teacher who is employed receives the Nationally Certified School Psychologist credential, the teacher shall receive additional pay. The amount shall be one-half the difference between the amount of the step and lane for which the teacher is qualified and the same step of the next higher lane. For every subsequent year, the certified teacher shall be placed on a lane one higher than the one for which the teacher is qualified under 12-5-3. For a teacher who has both the NCSP and a doctorate degree, a new lane shall be develop for Doctorate Degree + National Accreditation or the district shall pay the teacher \$2000 more per year than the Doctorate Degree lane.

**12-5-3-16 Licensed Independent Social Worker or Licensed Independent Clinical Social Worker (LISW or LICSW)**

During the year in which a teacher who is employed as a school social worker receives the licensure level of Licensed Independent Social Worker or Licensed Independent Clinical Social Worker, the teacher shall receive additional pay. The amount shall be one-half of the difference between the amount of the step and the lane for which the teacher is qualified and the same step of the next higher lane. For every subsequent year, the certified teacher shall be placed on a lane one higher than the one for which the teacher is qualified under 12-5-3. For a teacher who has both the LISW or LICSW and earns a doctorate (Ph.D./Ed.D.), the teacher shall receive an additional \$2000 above the teacher's current salary.

**12-5-3-17 Certified Occupational Therapists**

During the year in which a teacher who is employed as an occupational therapist receives the National Board Certification, the teacher shall receive additional pay. The amount shall be one-half the difference between the amount of the step and lane for which the teacher is qualified and the same step of the next higher lane. For every subsequent year, the certified teacher shall be placed on a lane one higher than the one for which the teacher is qualified under 12-5-3. For a teacher who has National Board Certification and earns a doctorate (Ph.D./Ed.D.), the teacher shall receive an additional \$2000 above the teacher's current salary.

**12-5-3-18 Special Degree Programs**

During the year in which a teacher who is employed as an occupational therapist or physical therapist obtains a Masters degree which required more than 70 credits to obtain, the teacher shall receive additional pay. The amount shall be one-half the difference between the amount of the step and lane for which the teacher is qualified and the same step of the next higher lane. For every subsequent year, the teacher shall be placed on a lane one higher than the one for which the teacher is qualified under Item 12-5-3. For a teacher who holds such a Masters degree and earns a doctorate (Ph.D./Ed.D.), the teacher shall receive an additional \$2000 above the teacher's current salary.

**12-5-3-19 National Board Certification for Behavior Analysts**

During the year in which a teacher who is employed as a behavior analyst receives Certification by the Behavior Analysis Certification Board, the teacher shall receive additional pay. The amount shall be one-half the difference between the amount of the step and lane for which the teacher is qualified and the same step of the next higher lane. For every subsequent year, the certified teacher shall be placed on a lane one higher than the one for which the teacher is qualified under 12-5-3. For a teacher who has Board Certification and earns a doctorate (Ph.D./Ed.D.), the teacher shall receive an additional \$2000 above the teacher’s current salary. Teachers are responsible to notify the district if the certification is renewed.

**12-5-4 Step Increase**

If a teacher's first day of employment is prior to February 1, the teacher shall receive a step increase at the beginning of the following school year. If a teacher's first day of employment is on or after February 1, the teacher shall receive a step increase the Fall following the completion of one full school year contract.

**12-5-5 Career Increments**

Career increments will be paid to teachers according to the salary schedule listed in Appendix A. The 16th and 21st steps shall be considered career increments. If a teacher's first day of employment was prior to February 1, the teacher shall receive a career increment at the beginning of the 16th and 21st year. If a teacher's first day of employment was on or after February 1, the teacher shall receive a career increment the fall following the completion of 16th and 21st year. The years of service need not be consecutive, but must all be in District 281.

**ARTICLE XIII: Teacher Welfare**

**13-1 Hospitalization/Major Medical**

The School Board will participate in the hospitalization/major medical insurance program by paying for full-time teachers the following amounts toward the monthly premium costs of any plan approved by the School Board. Any additional cost of premium shall be borne by the employee and paid by payroll deduction. For the purpose of this section, full-time teacher shall be a teacher whose average work-week equals or exceeds 38 hours.

**13-1-1** The District shall contribute the following maximum dollar amounts to the single and family hospitalization/major medical plans or a teacher may combine his/her district contribution of the family amount with his/her spouse's district contribution of the single amount, who is currently employed in the district, to purchase family coverage:

<b>Effective</b>	<b>Single Plan</b>	<b>Family Plan</b>
January 1, 2010	\$496	\$652
January 1, 2011	\$546	\$702

The health insurance family plans will include coverage for all children through age 24 as long as they are students of an accredited secondary or post-secondary school unless disallowed by the insurance carrier.

**13-1-2** Full-time teachers who enroll in the district's medical insurance plan with at least a \$750 annual deductible will receive a District VEBA contribution: Part time teachers who are at least (.5) shall receive a prorated contribution.

Effective	Single Plan	Family Plan	VEBA
January 1, 2010	\$496	\$652	\$41.67 monthly contribution; \$500 yearly
January 1, 2011	\$546	\$702	\$41.67 monthly contribution; \$500 yearly

**13-1-3 HSA Option**

Employees with an HSA qualified insurance plan will be allowed to direct District VEBA contribution to their HSA commencing January 1, 2011.

**13-2 Long-Term Disability Income**

The School Board will participate in the long-term disability insurance program. The Board will pay one-half of the annual premium for all full-time licensed teachers who participate in the program and are on the non-cafeteria benefit plan. Teachers on the cafeteria plan are responsible to pay for 100% of the premium. The income of the participant, who is forced from work for a long period of time due to reasons of health or accident, will be insured after the 65th working day for two-thirds of the teacher's regular salary up to the policy limit, as long as the LTD claim is approved by the insurance carrier. If the teacher requests it, the School Board will pay to those participants who have accumulated 65 days of paid time off the regular income with one-third day subtracted from the total number of remaining paid time off days until all paid time off has been used in full, or the teacher requests such payment be discontinued.

**13-3 Term Life Insurance**

Each full-time teacher may participate in the group life insurance program by carrying one basic unit of term life insurance in the amount of \$50,000. The school district will pay seventy-five (75%) percent of the annual premium. Three additional units (one unit equals \$50,000) may be purchased through the group, with the cost to be borne by the employee. Teachers must sign a certificate of insurability after which the insurance carrier will determine whether or not the individual qualifies for the additional unit(s).

**13-4 Dental Insurance**

The School Board will pay 100 percent of the annual single premium, and 80 percent of the family premium for full-time teachers who participate in the district group dental insurance plan.

**13-5 Retired Teachers**

Retired teachers shall have the option of remaining within the group at no cost to the district unless prohibited by Minnesota Statute or by the agency or company involved. Teachers who qualify for the severance pay program covered in 13-10 shall have partial premiums paid by the School Board according to 13-10-8.

**13-6 Authorized Deductions**

Teachers may individually and voluntarily authorize deductions for credit unions, flexible spending, bank savings plans, and tax-deferred plans.

**13-7 Part-Time Teachers and Hourly Rate Teachers**

Teachers who teach twenty (20) hours or more per week will be eligible for hospitalization, life and dental insurance. Teachers who teach twenty-five (25) hours or more will be eligible for long-term disability.

**13-7-1** The School Board shall participate in the hospitalization/major medical insurance programs or which part-time teachers are eligible as described above. The effective date of prorated

payments shall be November 1, 1987. The Board will pay a prorated amount toward the premium cost of these programs calculated in the following manner:

Amount paid by Board for Part Time	=	Hours of PT ----- Hours of FT	x	Amount paid by Board for a full-time teacher as specified in 13-1-1
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**13-7-2** The School Board shall participate in the term life insurance, dental insurance and long-term disability programs for which part-time teachers are eligible as described. The Board will pay one-half (1/2) of the amount paid on behalf of full-time teachers for life insurance and long-term disability. The Board will pay 100 percent of the annual single premium for dental insurance. Part-time teachers may participate in the family dental plan, but the district will contribute only the amount it contributes to a single plan.

**13-8 Cafeteria Benefits**

**13-8-1 Eligibility**

Each full-time teacher whose employment commences on or after July 1, 1995, and who is scheduled to hold a position in excess of eighty (80) working days in a school year, will be allocated a specified dollar amount per month, for use in purchasing fringe benefits under this Article. Said allocation will commence on September 1 of each year and will be made to the teacher's account at the beginning of each month during which the teacher is entitled to full salary from the district.

Full-time teachers who enroll the district's medical insurance plan with at least a \$750 annual deductible, will receive a District VEBA contribution; part-time teachers who are at least (.5) shall receive a prorated contribution.

Effective	Cafeteria Plan	VEBA
January 1, 2010	\$700	\$41.67 monthly contribution; \$500 yearly
January 1, 2011	\$750	\$41.67 monthly contribution; \$500 yearly

Teachers hired before July 1, 1995 may choose to participate in the cafeteria benefits plan, but will no longer be eligible for any severance lump sum or insurance benefits. A document to that effect, signed by the teacher, will be kept in the teacher's personnel file. This option may be used in conjunction with Article 13-9, deferred compensation. This option may be exercised only during the open enrollment period.

Each full-time teacher who is hired prior to February 1, and who teaches for the remainder of the school year, will be eligible for continuation of said monthly allocation through the following August.

**13-8-2 Minimum Coverage**

Each full-time teacher shall purchase, at a minimum, single coverage under the group hospitalization/major medical insurance plan and shall purchase Long-Term Disability Income insurance or a teacher may combine his/her district contribution with his/her spouse, who is currently employed in the district, to purchase combined coverage. For purposes of computing the amount to be charged to each teacher's account for the purchase of insurance coverage, the rate in effect for a particular month shall be the rate billed by the carrier for that month.

**13-8-3 Additional Coverage**

If a teacher elects to purchase group insurance fringe benefits offered by the school district, which results in monthly premium charges greater than the amount allocated to the teacher's account pursuant to 13-8-1 above, any cost in excess of the teacher's monthly allocation shall be borne by the teacher and paid by payroll deduction.

**13-8-4 Excess Allocation**

A teacher will receive as additional salary any money allocated to the teacher for that month which was not charged against the teacher's account for purposes of fringe benefit purchases in accordance with 13-8-1 above.

**13-8-5 Discontinuation of Allocation**

Monthly allocation to teachers for the purposes of purchasing insurance fringe benefits under 13-8 above shall cease on the first of the month following:

- a. Termination of employment with the district if it occurs before the end of the school year.
- b. Leaving on an authorized leave of absence, unless other provisions of this Agreement make provision for continuance of the monthly allocation.

If termination of employment with the district occurs at the end of the school year, the cafeteria benefit allocation amount shall continue for July and August of that year if hired prior to February 1.

**13-8-6 Part-time Teachers**

Teachers whose assignment is at least .5 full time equivalent (FTE) shall be eligible for benefits under 13-8. The fractional part of the full amount described in 13-8-1 shall be the teacher's full-time equivalent (FTE) multiplied by the amount of the benefits.

**13-9 Deferred Compensation**

**13-9-1 Eligibility**

Full-time teachers whose first day of work in the district begins on or after July 1, 1995, will be eligible to participate in the matching annuity program as provided in MS. 356.24. A teacher whose first day of work in the district begins on or after July 1, 1999, and whose assignment is at least .5 full time equivalent (FTE), may participate in a matching annuity plan upon completion of at least three (3) years of employment.

Teachers hired before July 1, 1995 may choose to participate in the matching annuity program, but will no longer be eligible for any severance lump sum or insurance benefits. A document to that effect, signed by the teacher, will be kept in the teacher's personnel file. This option must be used in conjunction with Article 13-8, cafeteria benefits.

**13-9-1-2 Roth 403(b)**

Effective January 1, 2011 and subject to federal law, within the 403(b) plan, in addition to pre-tax 403(b) contributions, employees shall be allowed the option of making after-tax Roth 403(b) contributions through any approved vendor accepting such contributions, however, any employer contributions shall be made on a non-Roth pre-tax 403(b) basis.

**13-9-2 District Contribution**

The district will annually match up to \$650.00 for the 2009-2010 school year and for the 2010-2011 school year, to either the Minnesota Deferred Compensation Plan or a 403(b) annuity, approved for deferred compensation, on a dollar-for-dollar basis.

**13-9-3 Part Time Teachers**

Teachers whose assignment is at least .5 full time equivalent (FTE) shall be eligible for benefits under 13-9. The fractional part of the full amount described in 13-9-2 shall be the teacher's full time equivalent (FTE) multiplied by the amount of the benefits.

**13-10 Severance**

The purpose of the severance program in District 281 is to reward teachers for service rendered over a long period of time. Article 13-10 does not apply to teachers whose first day of work in District 281 began on or after July 1, 1995.

**13-10-1 Eligibility**

To qualify for severance pay, the teacher must:

**13-10-1-1** Be at least 55 years of age on June 30 of the school year in which the teacher's retirement becomes effective; or be less than 55 years of age and have taught for at least 30 years in the District;

**13-10-1-2** Have completed fifteen (15) or more years of full-time service as a teacher, or the equivalent, in District 281 and/or the Federation on June 30 of the school year in which the teacher's retirement becomes effective;

**13-10-1-3** Have provided to the school district a written resignation prior to February 1 of the school year in which the resignation becomes effective.

**13-10-1-4** Any teacher who is discharged shall not be eligible for severance pay.

**13-10-2 Basis of Pay**

The amount of severance pay shall be up to 100 days of the teacher's final salary as of June 30 of the final full year of teaching. If a teacher qualifies under 13-10-1-2 but does not have fifteen (15) or more years of full-time service, the amount of severance pay shall be calculated by multiplying the average amount of the teacher's full-time equivalency times the teacher's full-time salary for the last full year of teaching. Salary shall be defined as contract-salary amount and shall not include any additional compensation for extra-curricular activities, extended employment or other extra compensation. A maximum of one hundred (100) days may be accumulated for unused paid time off.

**13-10-3 Additional Paid Time Off**

Teachers hired prior to July 1, 1995, and who did not elect to participate in the deferred compensation plan shall receive an additional thirty (30) days of paid time off at the completion of his/her fifteenth (15th) year of service, or the equivalent, in the school district and/or Federation. Provisions in 13-10-3 are subject to limitations noted in 13-10-2.

**13-10-4 Accumulated Paid Time Off (PTO) Days**

The maximum number of severance pay days a teacher can receive for accumulated PTO days is one hundred (100) days. Provisions in 13-10-4 are subject to limitations noted in 13-10-2. Below is the table to determine the number of days a teacher may receive severance pay for:

<b>PTO Days Accumulated</b>	<b>Days of Severance Pay</b>
0-30	1 day paid for each day maximum 30 paid days
31-150	1 day paid for 2 unused days maximum 60 paid days
151-250	1 day paid for 10 unused days maximum 10 paid days

**13-10-5 Amount of Pay**

Days accumulated toward severance pay as noted in 13-10-2, 13-10-3 and 13-10-4 shall be the product of this multiplication and will be the number of days of severance pay to be paid to the teacher upon retirement.

**13-10-6 Time of Payment**

Severance pay shall be in one lump sum within two months following the date of retirement. In case of the teacher's death, unpaid severance pay shall be paid to the teacher's designated beneficiary, or if none has been designated, or if the designated beneficiary predeceases or dies within three (3) days of the retiring teacher, then to the teacher's secondary beneficiary or estate.

**13-10-6-1 Severance Post Retirement**

To the extent that this agreement provides for payments to teachers near or after retirement, and to the extent that the Internal Revenue Code provides tax deferral and tax savings opportunities, the District agrees to make a reasonable effort to provide such plans and the Federation agrees to participate in the plans made available. The entire payment shall be deposited into an approved health care savings plan.

**13-10-7 Mid-Year Early Retirement**

A teacher who wishes to retire on a date other than the last day of the school year shall qualify for severance pay provided:

- a. The teacher retires on or after the last day of the first semester.
- b. The teacher notifies the district of the teacher's intention to retire by February of that school year, or at least four (4) weeks in advance of the intended retirement date, whichever provides the greater notice.

**13-10-7-1** Severance pay for a teacher who retires on a date other than the last day of the school year shall be paid in accordance with the provisions of Sections 13-10-2, 13-10-3, 13-10-4, 13-10-5, 13-10-6.

**13-10-7-2** In unusual circumstances, (e.g., serious illness), the district may grant early severance payment to a teacher who retires after June 30 but before the last day of the first semester.

**13-10-7-3** A teacher's age at retirement will be considered to be the teacher's age on June 30 of the school year in which the teacher retires.

**13-10-8 Retiree Health Insurance**

Any teacher of District 281 who is a member of the District major medical and hospitalization group plan, has fifteen (15) full years of full-time employment, or the equivalent, as a teacher, in



the school district and/or the Federation, who retires following the age of 55, or be less than age 55, and has taught for at least 30 years in the district, may continue as a member in the insurance group. A retired teacher, who does not continue as a member in the insurance group at the time of retirement, cannot later enroll back into the plan.

For teachers who retired before July 1, 1990, the district will pay the same amount of the premium as paid to other members of the group until the retiree reaches the age of Medicare. A retired teacher may continue in the group at no cost to the school district after the district contribution is completed. A retired teacher may continue as a member in the dental plan, at no cost to the school district.

For teachers who retire after July 1, 1990, the district will continue to pay the exact dollar amount in 13-1-1 for the monthly hospitalization/medical insurance premium at the time of retirement until the retiree reaches the age of Medicare. If this is family coverage and the teacher subsequently switches to single coverage, the district will provide the exact dollar amount paid for single coverage during the year in which the teacher retired.

**13-10-8-1 Newly Hired Teachers**

For full-time teachers whose first day of work begins on or after July 1, 1995, Article 13-10-8 will not apply. Such teachers can, at the time of their retirement, continue in the district's existing health insurance program at their own expense.

**ARTICLE XIV: No Strike Lock-Out Pledge**

The Federation or any member thereof will not engage in or encourage illegal strike action, withholding of services or a refusal to perform tasks normally assigned to them during the life of this contract. There shall be no lock-out against the Federation by the School Board during the life of this contract.

## **ARTICLE XV: Duration and Effect**

### **15-1 Savings Clause**

If any provision of this agreement is or shall at any time be contrary to federal, state or local law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute provisions shall be subject to appropriate consultation and negotiation with the Federation.

### **15-2 Severability**

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

### **15-3 Effect**

This agreement constitutes the full and complete agreement between the School Board and the Federation 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 the terms and conditions of employment clearly inconsistent with these provisions.

### **15-4 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 unless mutually agreed to by the parties.

### **15-5 Term and Reopening Negotiations**

This agreement shall remain in full force and effect for a period commencing on July 1, 2009, through June 30, 2011, and until the extension period defined in PELRA has expired. If either party desires to modify or amend this agreement commencing on July 1, 2009, they shall give written notice of such intent no later than May 2, 2011. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement.

## APPENDIX A: Salaries

2009-2010					
STEP	BA	BA+15	BA+30	BA+45	BA+60
1	\$34,489	\$35,064	\$35,638	\$36,214	\$37,349
2	\$35,808	\$36,749	\$37,369	\$37,987	\$39,514
3	\$37,179	\$38,515	\$39,183	\$39,847	\$41,802
4	\$38,601	\$40,366	\$41,084	\$41,800	\$44,225
5	\$40,079	\$42,306	\$43,080	\$43,847	\$46,783
6	\$41,613	\$44,339	\$45,169	\$45,995	\$49,494
7	\$43,205	\$46,472	\$47,362	\$48,249	\$52,362
8	\$44,859	\$48,706	\$49,661	\$50,612	\$55,393
9	\$46,574	\$51,045	\$52,071	\$53,090	\$58,600
10	\$46,574	\$51,045	\$52,071	\$53,090	\$61,995
Increment:	\$895	\$895	\$895	\$895	\$1,990
16	\$47,469	\$51,940	\$52,966	\$53,985	\$63,985
Increment:	\$1,791	\$1,791	\$1,791	\$1,791	\$4,604
21	\$48,365	\$52,836	\$53,862	\$54,881	\$66,599

2009-2010							
STEP	MA	MA+15	MA+30	MA+45	MA+60	Specialist	PhD
1	\$38,810	\$40,377	\$41,338	\$42,302	\$43,191	\$43,821	\$44,453
2	\$40,968	\$42,421	\$43,420	\$44,419	\$45,326	\$46,016	\$46,705
3	\$43,186	\$44,568	\$45,605	\$46,642	\$47,565	\$48,318	\$49,069
4	\$45,524	\$46,821	\$47,901	\$48,976	\$49,937	\$50,736	\$51,553
5	\$47,988	\$49,194	\$50,311	\$51,425	\$52,383	\$53,273	\$54,163
6	\$50,587	\$51,681	\$52,843	\$53,998	\$54,971	\$55,941	\$56,908
7	\$53,329	\$54,295	\$55,504	\$56,703	\$57,690	\$58,738	\$59,787
8	\$56,218	\$57,042	\$58,299	\$59,539	\$60,539	\$61,677	\$62,815
9	\$59,265	\$59,926	\$61,235	\$62,518	\$63,531	\$64,761	\$65,993
10	\$62,480	\$62,959	\$64,316	\$65,647	\$66,673	\$68,006	\$69,338
Increment:	\$2,490	\$2,863	\$2,863	\$2,863	\$3,731	\$3,731	\$3,731
16	\$64,970	\$65,822	\$67,179	\$68,510	\$70,404	\$71,737	\$73,069
Increment:	\$5,226	\$6,344	\$6,344	\$6,344	\$7,715	\$7,715	\$7,715
21	\$67,706	\$69,303	\$70,660	\$71,991	\$74,388	\$75,721	\$77,053

2010-2011

STEP	BA	BA+15	BA+30	BA+45	BA+60
1	\$34,834	\$35,415	\$35,994	\$36,576	\$37,722
2	\$36,166	\$37,116	\$37,743	\$38,367	\$39,909
3	\$37,551	\$38,900	\$39,575	\$40,245	\$42,220
4	\$38,987	\$40,770	\$41,495	\$42,218	\$44,667
5	\$40,480	\$42,729	\$43,511	\$44,285	\$47,251
6	\$42,029	\$44,782	\$45,621	\$46,455	\$49,989
7	\$43,637	\$46,937	\$47,836	\$48,731	\$52,886
8	\$45,308	\$49,193	\$50,158	\$51,118	\$55,947
9	\$47,040	\$51,555	\$52,592	\$53,621	\$59,186
10	\$47,040	\$51,555	\$52,592	\$53,621	\$62,615
Increment:	\$904	\$904	\$904	\$904	\$2,010
16	\$47,944	\$52,459	\$53,496	\$54,525	\$64,625
Increment:	\$1,809	\$1,809	\$1,809	\$1,809	\$4,650
21	\$48,849	\$53,364	\$54,401	\$55,430	\$67,265

2010-2011

STEP	MA	MA+15	MA+30	MA+45	MA+60	Specialist	PhD
1	\$39,198	\$40,781	\$41,751	\$42,725	\$43,623	\$44,259	\$44,898
2	\$41,378	\$42,845	\$43,854	\$44,863	\$45,779	\$46,476	\$47,172
3	\$43,618	\$45,014	\$46,061	\$47,108	\$48,041	\$48,801	\$49,560
4	\$45,979	\$47,289	\$48,380	\$49,466	\$50,436	\$51,243	\$52,069
5	\$48,468	\$49,686	\$50,814	\$51,939	\$52,907	\$53,806	\$54,705
6	\$51,093	\$52,198	\$53,371	\$54,538	\$55,521	\$56,500	\$57,477
7	\$53,862	\$54,838	\$56,059	\$57,270	\$58,267	\$59,325	\$60,385
8	\$56,780	\$57,612	\$58,882	\$60,134	\$61,144	\$62,294	\$63,443
9	\$59,858	\$60,525	\$61,847	\$63,143	\$64,166	\$65,409	\$66,653
10	\$63,105	\$63,589	\$64,959	\$66,303	\$67,340	\$68,686	\$70,031
Increment:	\$2,515	\$2,892	\$2,892	\$2,892	\$3,768	\$3,768	\$3,768
16	\$65,620	\$66,480	\$67,851	\$69,195	\$71,108	\$72,454	\$73,800
Increment:	\$5,278	\$6,407	\$6,407	\$6,407	\$7,792	\$7,792	\$7,792
21	\$68,383	\$69,996	\$71,367	\$72,711	\$75,132	\$76,478	\$77,824

## **APPENDIX B: Co-Curricular Activities**

### **ARTICLE I: Salary Calculations and General Procedures**

Appendix B establishes the level of compensation for activities but does not guarantee that the District will offer a program or activity.

#### **1-1 Salary**

Salary is determined by multiplying the ratio times the dollar figure in 1-1-1 and 1-1-2. If part or all of the co-curricular activity occurs during the regular school day, a different salary schedule will be determined by the district based on the percentage of time spent outside the regular school day.

##### **1-1-1 Athletic Sections**

Calculations of 2009-2010 salaries for positions listed in the athletic sections of Articles II, III, IV shall be based on \$61,995 that represents a 0 (zero) percent increase over the base used for 2008-2009.

Calculations of the 2010-2011 salaries for the same positions shall be based on \$62,615, which represents a 1 (one) percent increase over the base used for 2009-2010.

##### **1-1-2 Fine Arts, Other and District-wide Activities**

Calculations of 2009-2010 salaries for positions listed in the fine arts and other sections of Articles II, III, and IV and for positions listed in the district-wide activities section V, shall be based on \$61,995 that represents a 0 (zero) percent increase over the base used for 2008-2009.

Calculations of 2010-2011 salaries for these same positions shall be based on \$62,615, which represents a 1 (one) percent increase over the base used for 2009-2010.

#### **1-2 Experience**

For all coaches and supervisors salary for the ninth (9th) year of experience in the same activity shall be multiplied by 1.1. Experience shall be defined as the cumulative number of years spent directing or coaching in the same activity whether the activity is men's or women's, the position head or assistant, or the middle school or high school. The coach/activity director must apply for this change in experience level on the proper form prior to the beginning of the season/activity.

#### **1-3 Reports and Payment**

- a. The sponsor of each activity that has a fee attached shall make a report in duplicate to the principal. One copy shall be forwarded to the coordinator of athletics.
- b. Payment of extra-curricular salaries shall be paid in accordance with the printed payroll dates. The first payment for directors or coaches of year-long activities shall be made prior to November 1.

#### **1-4 Pay for Participation in Post-Season Tournaments**

- a. Post-season pay benefits will only be paid to the number of coaches allowed by the Minnesota State High School League playing in post-season tournaments.
- b. Post-season pay shall be earned by coaches and assistant coaches the day after the team has won a first-round contest or advanced beyond a preliminary round.
- c. Head coaches will be paid \$35 per day for each day of post-season practice or play. Assistant coaches will be paid \$25 per day for each day of post-season practice or play.
- d. The band director and cheerleading advisor will receive \$50 for each post-season tournament performance. No additional pay will be made for supervising practices or rehearsals.

#### **1-5 Middle Schools**

All appointments to positions under Article III, Middle Schools, shall be made by the middle school building principal or designee. A complete list of all appointments made by the principal under this schedule shall be filed in duplicate with the Executive Director of Human Resources at the end of the first week of school and be made available to the RFT building representative upon request.

**1-6 Scheduled Levels**

Where more than one scheduled level of an activity is mandated by the Minnesota State High School League, where at least two-thirds of the Classic Lake Conference schools are offering that level, and where a coach is available, and where sufficient students exist to support each level, then such scheduled levels shall be provided by District 281 high schools, unless the specific level or entire program has been eliminated by the School Board.

**1-7 Joint Federation/District Study Committee**

The joint Federation/district study committee will study extra-curricular pay issues and make recommendations to the Federation and District negotiation teams.

**1-8 Posting Extra-Curricular Positions**

1. When a vacancy occurs in an extra-curricular position, the principal shall make it known to the building staff through the Principal's Bulletin. The principal may also make the vacancy known to the district staff through a District internal posting or the *Direct Line*.
2. If the position is not filled by a member of the building staff, the principal shall publish a District internal posting or notice in the *Direct Line*.
3. The principal may also advertise the position to people other than the District 281 staff by any means of communication.
4. If the position is not filled by a building staff member, it will not be filled until at least three (3) school days following notice of the District internal posting or *Direct Line*. As the District internal posting or *Direct Line* are not published during vacation periods, (summer, winter, spring), the three-school-days waiting period shall not apply; however, the principal will make an effort to inform people who might be interested.
5. Assistant coaching/directing vacancies identified shortly before or during the season need only be publicized in the Principal's Bulletin before considering external candidates.

**1-9 Filling Vacancies**

The principal, in consultation with the building athletic/activities director, is given final authority to fill all positions listed in the extra-curricular portion of the Collective Bargaining Agreement unless directed not to by the Superintendent or the School Board. In filling extra-curricular vacancies, the principal shall strongly consider bargaining unit employees over non bargaining unit employees, and when selecting a bargaining unit employee, shall normally choose one assigned to the principal's building during the regular school day over one who is assigned elsewhere. Should the principal choose a non bargaining unit employee for an extra-curricular position for which one or more bargaining employees have applied, the principal shall inform the bargaining unit employee(s) as to the reason(s) in writing.

**1-9-1 End of Year Review**

Each head coach shall meet with his/her respective athletic director within four weeks of the end of the season. The coach will be notified at this meeting about whether he/she will retain this coaching position for the following school year. Normally a vacancy shall not occur merely because the coach has transferred to another building.

**Article II High School Activities**

2-1	Athletics	Position	2009-2010	2010-2011
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	Baseball	Head	\$5,554	\$5,610
	<i>(Men's)</i>	Assistant (2)	\$3,702	\$3,739
		9th	\$3,473	\$3,508
	Basketball	Head	\$6,370	\$6,434
	<i>(Men's &amp; Women's)</i>	Assistant (2)	\$4,630	\$4,676
		9th	\$4,342	\$4,385
	Cross Country	Head	\$3,876	\$3,915
	<i>(Men's &amp; Women's)</i>	Assistant (01-)	\$2,950	\$2,980
	Football	Head	\$6,370	\$6,434
	<i>(Men's)</i>	Assistant (6)	\$4,630	\$4,676
		9th (2)	\$4,342	\$4,385
	Golf	Head	\$3,876	\$3,915
	<i>(Men's &amp; Women's)</i>	Assistant	\$2,950	\$2,980
	Gymnastics	Head	\$5,554	\$5,610
	<i>(Women's)</i>	Assistant (1-2)	\$3,702	\$3,739
	Hockey	Head	\$6,370	\$6,434
	<i>(Men's &amp; Women's)</i>	Assistant (2)	\$4,630	\$4,676
	Lacrosse	Head	\$5,554	\$5,610
	<i>(Women's)</i>		\$3,692	\$3,729
	Skiing (CC)	Head	\$3,876	\$3,915
	<i>(Combined)</i>	Assistant	\$2,950	\$2,980
	Skiing (Slalom)	Head	\$3,876	\$3,915
	<i>(Combined)</i>	Assistant	\$2,950	\$2,980
	Soccer	Head	\$5,554	\$5,610
	<i>(Men's &amp; Women's)</i>	Assistant (2)	\$3,702	\$3,739
		9th	\$3,473	\$3,508
	Softball	Head	\$5,554	\$5,610
	<i>(Women's)</i>	Assistant (2)	\$3,702	\$3,739
		9th	\$3,473	\$3,508
	Swimming	Head	\$5,554	\$5,610
	<i>(Men's &amp; Women's)</i>	Assistant	\$3,702	\$3,739
		Diving	\$4,047	\$4,087
	Tennis	Head	\$3,876	\$3,915
	<i>(Men's &amp; Women's)</i>	Assistant	\$2,950	\$2,980
		9th	\$2,768	\$2,796
	Track	Head	\$5,554	\$5,610
	<i>(Men's &amp; Women's)</i>	Assistant (2-3)	\$3,702	\$3,739
	Volleyball	Head	\$5,554	\$5,610
	<i>(Women's)</i>	Assistant (2)	\$3,702	\$3,739
		9th	\$3,473	\$3,508
	Wrestling	Head	\$5,975	\$6,035
	<i>(Men's)</i>	Assistant	\$4,342	\$4,385
		9th	\$3,744	\$3,781

	Head Weight Instructor	Fall	\$2,894	\$2,923
		Winter	\$2,894	\$2,923
		Spring	\$2,894	\$2,923
	Equipment Manager	Head	\$5,511	\$5,566
		Assistant	\$4,493	\$4,538
	Intramurals (per HS)		\$2,817	\$2,845
<b>2-2</b>	<b>Fine Arts</b>			
	Band	Director	\$4,016	\$4,056
		Assistant (12 Performances)	\$1,021	\$1,031
		Assistant (15 Performances)	\$1,381	\$1,395
	Marching Band	Director	\$2,699	\$2,726
		Assistant	\$1,395	\$1,409
	Choir	Director	\$4,016	\$4,056
		Assistant	\$1,395	\$1,409
	Orchestra	Director	\$2,500	\$2,525
	Bursar		\$2,431	\$2,455
	Cheerleaders	2 Seasons - each season	\$2,096	\$2,117
	Danceline	Head	\$3,876	\$3,915
		Assistant	\$2,950	\$2,980
	Flag Twirlers		\$731	\$738
	Dramatics	Full Length Play	\$2,699	\$2,726
		One Act Play	\$1,797	\$1,815
	Musical	Director	\$5,993	\$6,053
		Vocal	\$3,595	\$3,631
		Orchestra	\$2,993	\$3,023
		Technical Director	\$6,291	\$6,354
	Speech	Head	\$4,016	\$4,056
		Assistant	\$2,332	\$2,355
	Debate		\$4,016	\$4,056
	Yearbook	Advisor	\$4,794	\$4,842
		Business Manager	\$1,201	\$1,213
	Newspaper	Advisor	\$4,496	\$4,541
	Chess	Each 12 Week Season	\$691	\$698
	Quiz Bowl	Advisor	\$3,000	\$3,030
	Math Club		\$1,915	\$1,934
	Literary Magazine	Advisor	\$1,396	\$1,410
	Decorative Art		\$1,021	\$1,031
	National Honor Society	Advisor	\$1,300	\$1,313
	Student Council	Advisor	\$1,500	\$1,515
	DECA	Coordinator	\$1,320	\$1,333
	FCCLA/HERO	Coordinator	\$1,320	\$1,333



### Article III Middle School Activities

3-1	Athletics	Position	2009-2010	2010-2011
	Basketball		\$2,903	\$2,932
	Cross Country		\$2,903	\$2,932
	Football	Head	\$2,903	\$2,932
		Assistant	\$2,604	\$2,630
	Golf	Head	\$2,903	\$2,932
	Gymnastics	Head	\$2,903	\$2,932
		Assistant	\$2,604	\$2,630
	Soccer		\$2,903	\$2,932
	Softball		\$2,903	\$2,932
	Swimming	Head	\$2,903	\$2,932
		Assistant	\$2,604	\$2,630
	Tennis		\$2,903	\$2,932
	Track		\$2,903	\$2,932
	Volleyball		\$2,903	\$2,932
	Wrestling	Head	\$2,903	\$2,932
		Assistant	\$2,604	\$2,630
	Coordinator of Athletics		\$4,636	\$4,682
	Equipment Manager	Men	\$1,797	\$1,815
		Women	\$1,797	\$1,815
		Football	\$784	\$792
	Head Weight Instructor	9 wks/season, 2 seasons	\$942	\$951
	Intramural		\$878	\$887
<b>3-2</b>	<b>Fine Arts</b>			
	Chess	24 Weeks	\$1,381	\$1,395
		12 Weeks	\$691	\$698
	Computer	24 Weeks	\$1,381	\$1,395
		12 Weeks	\$691	\$698
	Debate		\$1,256	\$1,269
	Fall Play Director		\$879	\$888
	Musical	Director	\$2,934	\$2,963
		Vocal Director	\$957	\$967
	One Act Play	Director	\$879	\$888
	Music	Band Director	\$957	\$967
		Orchestra Director	\$957	\$967
		Vocal Director	\$1,200	\$1,212
	Newspaper	Advisor	\$1,381	\$1,395
	Honors All District Orchestra	Director	\$2,667	\$2,694
		Assistant Director	\$1,548	\$1,563
	National Junior Honor Society	Advisor	\$1,000	\$1,010
	Student Council	Advisor	\$1,000	\$1,010
	Yearbook	Advisor	\$1,381	\$1,395
	Environmental Camps	Per Day – over night	\$67	\$68

The above salary schedule reflects a five day coaching week. Coaching contracts may be modified to 85% of the contract wage to reflect a four day work week.

## Article IV Elementary School Activities

4-1	Fine Arts	Position	2009-2010	2010-2011
	Chess	24 Week	\$1,381	\$1,395
		12 Week	\$689	\$696
		Coordinator	\$1,501	\$1,516
	Music (All District)	Choir Director	\$2,667	\$2,694
		Choir Accompanist	\$1,331	\$1,344
		Orchestra Director	\$2,667	\$2,694
		Assistant Orchestra Director	\$1,538	\$1,553
		Assistant Director	\$1,538	\$1,553
	All District Band		\$2,667	\$2,694
	Fall Strings Festival	Orchestra Director	\$101	\$102
		Assistant Orchestra Director	\$60	\$61
	Grade Level Elementary Music Programs (per formal performance)		\$101	\$102
		Accompanist (per performance)	\$60	\$61
	Spring Music Performances	Band Director	\$101	\$102
		Choir Director	\$101	\$102
		Orchestra Director	\$101	\$102
		Choir Accompanist	\$60	\$61
	Student Council	Advisor	\$500	\$505
	Elementary Physical Education Coordinator(s) of district wide Sports Night and Track and Field Day earn \$97 an event for 2009-2010 and \$98 for 2010-2011			

## Article V District Wide Activities

5-1	Miscellaneous	Position	2009-2010	2010-2011
	Adaptive Athletics	Head	\$2,824	\$2,852
		Assistant	\$2,134	\$2,155
	Curriculum Writing		\$37	\$37
	Staff Development/Training		\$28	\$28
	Detention		\$1,337	\$1,350
	All District Orchestra Festival	Orchestra Director	\$202	\$204
		Assistant Orchestra Director	\$120	\$121
	Driver Ed (Behind the Wheel)		\$23	\$23
	Driver Ed (Classroom)	BA	\$30	\$30
		MA	\$32	\$32
	Motorcycle Training		\$25	\$25
	Destination Imagination	2/Elem & 3 Middle School	\$879	\$888
	Pool Director	Building	\$5,991	\$6,051
		Summer	\$2,096	\$2,117
	Middle School Department Chair	1 to 3.4 FTE	\$500	\$505
		3.5 to 9.4 FTE	\$700	\$707
		9.5 to 14 FTE	\$900	\$909
		Over 14 FTE	\$1,050	\$1,061
	Middle School Team Leader		\$750	\$758
	High School Department Chair	1 to 3.4 FTE	\$652	\$659
		3.5 to 9.4 FTE	\$1,300	\$1,313
		9.5 to 14 FTE	\$1,570	\$1,586
		Over 14 FTE	\$1,919	\$1,938
	Supervision of Student Teachers	4 to 6 Weeks	\$101	\$102
		7 to 23 Weeks	\$206	\$208
	Social Workers, Speech Pathologists and Psychologists shall be recognized as three district wide departments and shall receive department head stipends based on the ratio of FTEs set forth in Appendix B, Article V.			
	<b>Student Challenge Activities</b>			
	If money is budgeted to a school to provide a stipend to faculty members responsible for a student activity not specified in this Collective Bargaining Agreement, the principal will consult with the site council or other group of faculty representatives to designate challenge activities for which teachers will be paid.			

## APPENDIX C: Extended Days – Extended Years Program

### Definition

This appendix group covers all programs that require licensed teachers and generally operate after the normal K-12 working hours and/or the normal K-12 school year. This includes, but is not limited to, all ALCs (with the exception of Highview), all programs, and all educational programs involving credit recovery or remediation.

### Hiring

Under normal conditions School District K-12 staff will be given preference in hiring. Should a District staff member not be hired, he/she will be given a clear and specific reason in writing at the time the teacher is notified that he/she did not receive a position.

All teachers who perform duties in an extended year program that is mandated by law shall be paid his/her daily rate of pay calculated to an hourly rate from the most recent school year.

### Paid Time Off

Teachers who teach in any of the extended days-extended year programs in the time period between the end of one school year (approximately June 15) and the beginning of the next school year (approximately August 25) shall be eligible for paid time off. The rate of paid time off will be 1 (one) hour of paid time off for every 12.5 (twelve and one-half) hours worked. In order to qualify for this paid time off benefit the following criteria must be met:

1. The teacher must be a regular year, K-12 teacher in the District.
2. The teacher must have accrued paid time off from the previous year.

The minimum paid time off deduction must be 4 hours or one half day. The deduction will be made from the teacher's accrued paid time off.

### Other

None of the Articles or provisions of the collective bargaining agreement apply to this Appendix group unless specifically referenced.

### Appendix C

#### Extended Day/Year Hourly Wage (/hr)

	2009-2010	2010-2011
BA	\$30.64	\$30.95
MA	\$31.82	\$32.14

## APPENDIX D: Reserve Teachers (Substitutes)

Step	2009-2010		2010-2011	
	Full	Half	Full	Half
1	\$122.00	\$73.00	\$123.23	\$73.74
2*	\$151.00	\$87.00	\$152.53	\$87.88
3**	\$129.00	\$76.00	\$130.30	\$76.77
Retired 281 Teacher	\$139.00	\$81.00	\$140.40	\$81.82

\* A reserve teacher who replaces the same teacher for 16 - 79 consecutive teaching days.

\*\* Step 3 shall apply to reserve teachers who have taught in the district for 30 days during the school year; these days need not be consecutive or for a single assignment.

### NOTES

1. Reserve teachers who substitute on a long-term assignment thirty (30) consecutive teaching days, will receive one (1) day of paid time off for each thirty (30) days worked.
  - a. If one has had an absence during a long term assignment, he/she will be paid for that absence once he/she has completed thirty (30) days of work.
2. Reserve teachers may participate in the District 281 staff development program. They can obtain a course booklet by picking them up at the Education Service Center or by calling and requesting that a copy be mailed to them.

## **APPENDIX E: Creative Play Teachers**

It is understood by the Federation and the District that all provisions of the Collective Bargaining Agreement except Sections 6-4, 6-5, 6-6, 6-7, 6-9, 6-10, 6-11, 6-12, 10-1-2, 10-1-3, 10-2, 10-2-1, 10-2-2, 10-2-2-4, 10-2-3, all of Articles VII, XII, and XIII apply to that class of employees referred to as Creative Play teachers. If there is any deviation from this understanding, it is either noted in the specific article and section, or is delineated below in this appendix. It is understood that because the program is dependent upon parent fees for staff salaries, enrollment plays a significant role in the number of hours worked per week, as well as the offering of specific classes.

Same increase as K-12 teachers.

### **Conferences**

When Creative Play teachers work during scheduled conference times, they shall receive a non-duty compensatory day in the Fall and in the Spring equal to their FTE in accordance with the approved calendar.

### **Credentials**

Teachers who do not hold an Early Childhood Certificate will be expected to seek such certification by taking a minimum of three (3) credits yearly toward such certification at an accredited institution.

When schools are closed due to inclement weather or other unforeseen circumstances such as mechanical failure and such closure has been officially promulgated, teachers shall not be expected to report to work. If days lost by such emergency result in the school year falling below the minimum required by law, days lost by such emergencies may be rescheduled by the school district after consultation with the RFT President.

In the event an official "late start" is called by the District, all teachers are expected to report for duty as soon as safe travel permits. The latest, acceptable report time shall be the normal report time plus length of the "late start". (e.g., normal start time is 8:00 a.m.; in a 2 hour late start, the latest, acceptable report time shall be 10:00 a.m.)

### **Holidays**

Each teacher shall receive six (6) paid holidays. These holidays will include Labor Day, usually the third Friday of October (Fall Professional Conference), Thanksgiving Day and the Friday following Thanksgiving, Martin Luther King's birthday, and Presidents' Day.

### **Insurance**

Creative Play teachers may participate in the insurance programs provided in this agreement. These include: hospitalization/major medical (13-1), long-term disability (13-2), term life insurance (13-3), and dental (13-4). The amount of Board participation is described in 13-7. In order for a teacher to be eligible to participate in the above-noted programs, the employee must work the requisite number of hours required by the program for participation: twenty (20) hours per week for hospitalization/major medical, life and dental, and twenty-five (25) hours per week for long-term disability.

### **Cafeteria Benefits**

Article 13-9 shall apply to teachers hired on or after July 1, 1995.

### **Length of Work Day and Student Contact Time**

The length of the school day for full time teachers shall be seven (7) hours and thirty (30) minutes. Teachers shall not be required to engage in student contact more than an average of five (5) hours per day.

### **Probationary Period**

Newly hired Creative Play teachers will serve an eighteen-month probationary period, two school years. The district may discharge a Creative Play teacher at any time during the probationary period for failure to meet job expectations. The probationary teacher will receive a minimum of two (2) performance evaluations during the

probationary period. The probationary teacher becomes a permanent employee after successful completion of the probationary period.

**Professional Leave**

Professional leave may be granted to teachers who receive at least a .4 position to attend meetings, seminars, school visitation, etc. for the purpose of improving the educational proficiency of the teacher. One (1) day can be scheduled each year; request for such leave must be submitted at least one week in advance to the program director.

**Seniority**

Creative Play teachers shall accrue seniority on the date the teacher is hired to work as a Creative Play teacher. Teachers who hold positions in the Creative Play program shall hold seniority rights only to teaching positions in the Creative Play program. Seniority rights cannot be transferred to positions in other Appendices programs or to positions in the Early Childhood Special Education kindergarten through grade 12 program.

Teachers in other Appendices programs and teachers in the Early Childhood Special Education kindergarten through grade 12 programs hold no seniority rights to positions in the Creative Play program.

**Paid Time Off (PTO)**

Creative Play teachers who receive at least a .4 position are eligible for up to 2.4 (two and four-tenths) times the average number of hours worked per week. That amount shall be prorated for teachers who work less than 38 weeks. Paid time off may be accumulated from year to year. Paid time off may be used by the teacher for religious holidays.

**Paid Time Off (PTO) Buy Back**

**Eligibility:** To be eligible for the PTO buy back, the following criteria must be met:

1. Teacher must have been hired before July 1, 1995
2. Teacher has 15 full time years, or equivalent, as a teacher in the Creative Play program. (Full time is defined as 7.5 hours per day 174 days for 34.8 weeks per school year.)
3. Teacher has reached the age of 55 and has retired.
4. Teacher has notified the District and the program director of his/her intention of retiring by February 1 of the year of retirement.

**Basis of Pay**

Teachers shall be paid for one half of their unused accumulated paid time off at their hourly rate of pay during their last year of employment with the program up to a maximum of 450 hours of pay.

**Career Increment**

After fifteen (15) years of service in the district, the Creative Play teacher will receive an annual career increment. Part-time teachers who have taught in the district for fifteen (15) years will have their career increment prorated according to the part-time assignment.

After twenty (20) years of service in the district, the Creative Play teacher will receive an additional annual career increment. Part-time teachers who have taught in the district for twenty (20) years will receive an additional career increment prorated according to the part-time assignment.

Career Increment:

2009-2010	\$594	2010-2011	\$600
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**Kindergarten Prep**

All Articles of this Collective Bargaining Agreement that apply to the K-12 teachers shall apply to teachers in the Kindergarten Prep program.

**Religious Holidays**

Teachers may be granted up to two (2) days of leave with pay per year for observance of religious holidays. Teachers requesting time off for a religious holiday shall submit a written request setting forth the specific information to the program director at least five (5) days prior to the holiday. Such days will be deducted from accrued paid time off.

In the years that it is necessary for some teachers to have three (3) days for religious observances, an additional day may be granted upon written request to the program director for approval.

**Staff Meetings**

The total number of staff meetings shall not exceed two (2) per month.

**Staff Reduction**

When it is necessary to reduce the number of Creative Play teachers at the end of the school year, a teacher with the least seniority shall be laid off first. Reductions in staff shall take place by August 15.

**Required Training**

If a teacher is expected to participate in training outside the teacher’s normal work day, the teacher shall receive compensatory time or a prorated amount of pay for the time spent in training. In addition to paid attendance for the teachers, the district shall pay the fees for required CPR training and First Aid training up to the amount it costs the district for the training offered internally.

**Work Days**

The total number of work days in the year shall be 174, including six (6) paid holidays.

**Salary**

If a teacher moves to a K-12 program, their salary will be at least comparable to their present salary. Salary increases will be the same as K-12 teachers. The salary shall be an annual amount. Part-time teachers shall receive a pro-rated portion of the annual salary and a pro-rated portion of duty time.

**Salary Schedule**

Creative Play					
	2009-2010			2010-2011	
	BA	MA		BA	MA
Step 1	\$23,483	\$25,377	Step 1	\$23,718	\$25,631
Step 2	\$24,892	\$26,900	Step 2	\$25,141	\$27,169
Step 3	\$26,384	\$28,514	Step 3	\$26,648	\$28,799
Step 4	\$27,968	\$30,225	Step 4	\$28,248	\$30,527
Step 5	\$29,645	\$32,038	Step 5	\$29,941	\$32,358
Step 6	\$31,426	\$33,960	Step 6	\$31,740	\$34,300
Step 7	\$33,311	\$35,999	Step 7	\$33,644	\$36,359
Step 8	\$35,309	\$38,160	Step 8	\$35,662	\$38,542
Step 9	\$35,662	\$38,542	Step 9	\$36,019	\$38,927



**Advanced Degree Program:** A Masters degree used toward advancement on the salary schedule must be earned by the teacher completing courses related to the teacher's professional expertise or as a part of a definite career plan in the field of education from an accredited university/college.

## **APPENDIX F: Early Childhood Family Education (ECFE) Teachers**

It is understood by the Federation and the District that all provisions of the Collective Bargaining Agreement, except sections 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 10-1-2, 10-1-3, 10-2, all of Articles VII, XII, and XIII, apply to that class of employees referred to as ECFE teachers. If there is any deviation from this understanding, it is either noted in the specific article and section, or is delineated below in this appendix.

### **Incentive for Attendance**

Early Childhood Family Education teachers shall be eligible for the incentive for attendance as indicated in section 10-2-2-1.

### **Cafeteria Benefits**

Article 13-8 shall apply to teachers hired on or after July 1, 1995.

### **Curriculum Projects**

Certified staff shall be paid a stipend for planning time for classes for which there is no written curriculum. The teacher will meet with the program director prior to beginning the project and the two will mutually agree to the work to be done as well as to the amount of the stipend. Payment will be made after satisfactory completion of the project.

### **Deferred Compensation**

ECFE teachers on the cafeteria plan will be eligible for deferred compensation when working a schedule of eighteen (18) or more hours per week. ECFE teachers who meet this threshold of 18 hours will receive a pro-rated amount of the deferred compensation match described in 13-9. Beyond a schedule of 18 hours the deferred compensation match will increase on a pro-rata basis. For the 2009-2011 contract 18 hours will qualify for \$222 of the \$650 match.

### **Family Care**

Article 10-2-2-3 shall apply to the ECFE teachers.

### **Holidays**

Permanent ECFE teachers normally scheduled to work on the day of and the week of one of the recognized holidays will be paid their normal daily salary. These holidays include Martin Luther King's birthday, Presidents' Day, Good Friday, Easter Monday, Memorial Day, Labor Day, usually the third Friday in October (Fall Professional Conference), Thanksgiving, and the Friday after Thanksgiving.

### **Religious Holidays**

Teachers may be granted up to two (2) days of leave with pay per year for observance of religious holidays. Teachers requesting time off for a religious holiday shall submit an application setting forth the full particulars to the program director prior to the holiday. Such days will be deducted from accrued paid time off. In the years it is necessary for some teachers to have three (3) days for religious observances, an additional day may be granted upon application to the program director for approval.

### **Insurance**

For employees hired prior to 1995, effective on the date of execution of this agreement, ECFE teachers may participate in the insurance programs provided in this agreement. These include: hospitalization/major medical (13-

1), long-term disability (13-2), term life (13-3), and dental (13-4). The amount of Board participation is described in 13-7.

In order for a teacher to be eligible to participate in the above-noted programs, the employee must work the requisite number of hours required by the program for participation (twenty (20) hours per week for hospitalization/major medical, life and dental; twenty-five (25) hours per week for long-term disability).

### **Retiree Health Insurance**

For employees who do not receive cafeteria benefit, any Early Childhood Family Education teacher who is a member of the District 281 major medical and hospitalization group plan, who has twenty (20) full years of full-time employment, or the equivalent, in the school district and who retires following the age of 55, may continue as a member in the insurance group.

The district will continue to pay up to a maximum of \$200 for the monthly hospitalization/medical insurance premium until the age of Medicare. A retired teacher may continue in the group at no cost to the school district after the district contribution is completed.

### **Professional Leave**

ECFE teachers may be granted professional leave to attend meetings, seminars, school visitations, etc. for purposes of improving the proficiency of the teacher. Such leaves shall be granted at the discretion of the program director.

### **Paid Time Off**

The number of hours of paid time off available annually shall be 2.4 (two and four tenths) times the average number of hours worked per week. For purpose of this clause "number of hours worked per week" is defined as those hours the teacher is assigned to be teaching a child or parent class and the requisite prep time hours (figured at one hour of prep for every three hours of assigned teaching). That amount shall be prorated for teachers who work less than 38 weeks. Paid time off may be accumulated from year to year.

### **Severance Eligibility**

To be eligible for severance, the following criteria must be met:

1. Teacher must have been hired before July 1, 1995.
2. Teacher has 15 full time years, or equivalent, as a teacher in the ECFE program. (Full time is defined as 37.5 hours per week x 189 days including 7 paid holidays).

### **Time of Payment**

Severance shall be paid in one lump sum two (2) months following the date of retirement into a health care savings account.

**Basis of Pay:** Teachers shall be paid for one half of their unused accumulated paid time off at their hourly rate of pay during their last year of employment with the program up to a maximum of 450 hours of pay.

**Other:** This provision shall be null and void if, in any given year, the financial support for the ECFE program from all sources (with the exception of user fees and targeted grant dollars) drops below the 90% level of funding for the 2007-2008 school year. The funding sources referred to include, but are not limited to: local levies, state funding and federal funds.

### **Prep Time**

Teachers shall receive one (1) hour of paid prep time for every three hours of class. "Primary Planners" (those designated to be responsible for a classroom environment) will be given an additional three (3) hours of paid prep time per week.

### **Probationary Period**

Newly hired ECFE teachers will serve an eighteen-month probationary period. The district may discharge an ECFE teacher at any time during the probationary period for failure to meet job expectations. The probationary teacher will receive a minimum of two performance evaluations during the probationary period. The teacher becomes a permanent employee after successful completion of the probationary period.

### **Seniority**

Seniority shall be defined as the date on which a teacher is hired to work as an ECFE teacher. Teachers who hold positions in the ECFE program shall hold seniority rights only to teaching positions in the ECFE program. Seniority rights cannot be transferred to positions in other Appendices programs or to positions in the ECSP/kindergarten through grade 12 programs.

Teachers in other Appendices programs and teachers in the Early Childhood Special Education kindergarten through grade 12 program hold no seniority rights to positions in the Early Childhood Family Education program.

### **Recall**

Recall shall be in seniority order. A teacher with the greatest seniority shall be recalled first from the layoff list.

### **Staffing Assignments**

Classes confirmed in the spring shall be assigned according to seniority no later than the second week of June for the fall semester. Additional class assignments will be made at least two weeks before the beginning of each semester. Staff members will then immediately be notified in writing of their class assignments, schedule for required staff meetings, required training workshops, and special project assignments, if any.

### **Staff Reductions**

When it is necessary to reduce the number of ECFE teachers, the release shall be in seniority order. The district may release a teacher out of seniority order for the purpose of protecting the integrity of the program. In such cases, any teacher who is laid off out of order may grieve the matter.

### **Non Traditional Hours**

Part-time teachers hired after July 1, 1997 or teachers who request a change in assignment may be required to work at least one evening per week or a Saturday during the regular ECFE school year.

### **Workshop Attendance**

Effective on the date of execution of this agreement, ECFE teachers will be paid their regular hourly rate for time spent in attendance at required in-service training and staff meetings required by the ECFE.

### **Emergency Closings**

ECFE teachers will be paid their regular daily wage when they are scheduled to work on a day when the district declares classes in District 281 are cancelled.

### **Career Increment**

After fifteen (15) years of full-time service in the district, the ECFE teacher will receive an annual career increment. Part-time teachers who have taught in the district for fifteen (15) years will have their career increment prorated according to the part-time assignment.

After twenty (20) years of full-time service in the district, the ECFE teacher will receive an additional annual career increment. Part-time teachers who have taught in the district for twenty (20) years will receive an additional career increment prorated according to the part-time assignment.

**Career Increment**

2009-2010            \$625                            2010-2011            \$631

**Step Increase**

ECFE teachers shall be eligible for step increase on July 1 or January 1, provided that a teacher has accumulated 500 hours of service since the last time the teacher received a step increase.

**Dual License**

Dual License is defined as a teacher currently holding an Early Childhood License as well as a Parenting License.

ECFE teachers hired prior to December 31, 2001 shall continue in the Parenting License lane if those teachers qualify, to ensure no loss in pay due to new lanes created during bargaining. Beginning on July 1, 2001, ECFE teachers may also qualify for the following salary increases.

**Advanced Degree Program**

A Masters degree used toward advancement on the salary schedule must be earned by the teacher completing courses related to the teacher's professional expertise or as a part of a definite career plan in the field of education from an accredited college or university.

**Salary Schedule**

<b>ECFE 2009-2010</b>						
Step	BA	Par. Lic	Dual	MA	MA & Parent	MA+ Dual
1	\$24.07	\$24.62	\$25.18	\$25.43	\$25.98	\$26.54
2	\$25.06	\$25.61	\$26.16	\$26.42	\$26.98	\$27.53
3	\$26.38	\$26.93	\$27.48	\$27.75	\$28.31	\$28.87
4	\$27.70	\$28.25	\$28.80	\$29.09	\$29.64	\$30.20
5	\$28.91	\$29.46	\$30.01	\$30.31	\$30.87	\$31.41
6	\$30.34	\$30.88	\$31.44	\$31.75	\$32.31	\$32.86
7	\$31.88	\$32.43	\$32.98	\$33.30	\$33.86	\$34.41
8	\$33.31	\$33.85	\$34.41	\$34.75	\$35.30	\$35.86
9	\$33.65	\$34.19	\$34.76	\$35.10	\$35.66	\$36.22

<b>ECFE 2010-2011</b>						
Step	BA	Par. Lic	Dual	MA	MA & Parent	MA + Dual
1	\$24.31	\$24.87	\$25.43	\$25.69	\$26.24	\$26.81
2	\$25.31	\$25.87	\$26.42	\$26.69	\$27.25	\$27.81
3	\$26.65	\$27.20	\$27.76	\$28.03	\$28.60	\$29.16
4	\$27.98	\$28.54	\$29.09	\$29.38	\$29.94	\$30.51
5	\$29.20	\$29.76	\$30.31	\$30.62	\$31.18	\$31.73
6	\$30.65	\$31.19	\$31.76	\$32.07	\$32.64	\$33.19
7	\$32.20	\$32.76	\$33.31	\$33.64	\$34.20	\$34.76
8	\$33.65	\$34.19	\$34.76	\$35.10	\$35.66	\$36.22
9	\$33.99	\$34.54	\$35.11	\$35.46	\$36.02	\$36.59

**APPENDIX G: Adult Academic Teachers**

It is understood by the Federation and the District that all provisions of the Collective Bargaining Agreement, except sections 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 10-1-2, 10-1-3, 10-2, all of Articles VII, XII and XIII, apply to that class of employees referred to as Adult Academic teachers. If there is any deviation from this understanding, it is either noted in the specific article and section, or is delineated below in this Appendix.

### **Incentive for Attendance**

Adult Academic Program teachers shall be eligible based on hours used.

### **Deferred Compensation**

Deferred Compensation shall apply to Adult Academic Program teachers with the eligibility as listed in 13-9.

### **Professional Leave**

Adult Academic Teachers may be granted professional leave to attend meetings, seminars, school visitations, etc. for purposes of improving the proficiency of the teacher. Such leaves shall be granted at the discretion of the program director.

### **Family Care**

Article 10-2-2-3 shall apply to the Adult Academic teachers.

### **Holidays**

Permanent Adult Academic teachers normally scheduled to work on the day of and the week of one of the recognized holidays will be paid their normal daily salary, unless the teacher has taken that week off. These holidays include New Year's Day, Martin Luther King's birthday, Presidents' Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, usually the third Friday in October (Fall Professional Conference), Thanksgiving, Friday after Thanksgiving and Christmas Day. This provision does not pertain to projects at private workplace sites.

Adult Academic teachers who are required to work on the recognized holiday will be allowed to take another day off with pay. Teachers must submit a written request at least two weeks in advance.

### **Religious Holidays**

Teachers may be granted up to two (2) days of leave with pay per year for observance of religious holidays. Teachers requesting time off for a religious holiday shall submit an application setting forth the full particulars to the lead associate prior to the holiday. Such days will be deducted from accrued paid time off.

In the years it is necessary for some teachers to have three (3) days for religious observances, an additional day may be granted upon application to the Program Director for approval.

### **Cafeteria Benefit**

Article 13-9 shall apply to teachers hired on or after July 1, 1995. Teachers hired before July 1, 1995, may choose to participate in the cafeteria benefit plan, but will no longer be eligible for any severance retirement lump sum or insurance benefits. A document to that effect, signed by the teacher, will be kept in the teacher's personnel file.

### **Differential Option**

Teachers who choose to continue without health insurance shall receive the difference in salary between the cafeteria allocation minus the sum of the LTD premium plus the least expensive single health plan offered by the school district. If the teacher receives dental insurance this amount shall be included as part of the above sum before calculating the additional salary.

### **Insurance**

Adult Academic teachers may participate in the insurance programs provided in this agreement. These include: hospitalization/major medical (13-1), long-term disability (13-2), term life insurance (13-3) and dental (13-4). The amount of Board participation is described in 13-7.

In order for a teacher to be eligible to participate in the above-noted programs, the employee must work the requisite number of hours required by the program for participation: twenty (20) hours per week for hospitalization/major medical, life and dental; and twenty-five (25) hours per week for long-term disability.

#### **Retiree Health Insurance**

An Adult Academic teacher who is a member of the District 281 major medical and hospitalization group plan, who has twenty (20) full years of full-time employment, or the equivalent, in the school district and who retires following the age of 55, may continue as a member in the insurance group.

The district will continue to pay up to a maximum of \$200 for the monthly hospitalization/medical insurance premium until the age of Medicare. A retired teacher may continue in the group at no cost to the school district after the district contribution is completed.

#### **Probationary Period**

Newly hired Adult Academic teachers will serve an eighteen-month probationary period. The district may discharge an Adult Academic Program teacher at any time during the probationary period for failure to meet job expectations. The probationary teacher will receive a minimum of two (2) performance evaluations during the probationary period. The teacher becomes a permanent employee after successful completion of the probationary period.

#### **Recall**

Recall shall be in seniority order. A teacher with the greatest seniority shall be recalled first from the layoff list.

#### **Paid Time Off**

The number of hours of paid time off available annually shall be 2.4 (two and four-tenths) times the average number of hours worked per week. That amount shall be prorated for teachers who work less than 38 weeks. Paid time off may be accumulated from year to year. Paid time off may be used by the teacher for religious holidays.

#### **Seniority**

Seniority shall be defined as the date on which a teacher is hired to work as an Adult Academic teacher. Teachers who hold positions in the Adult Academic program shall hold seniority rights only to teaching positions in the Adult Academic program. Seniority rights cannot be transferred to positions in other Appendices programs or to positions in the Early Childhood Special Education kindergarten through grade 12 programs.

Teachers in other Appendices programs and teachers in the Early Childhood Special Education kindergarten through grade 12 programs hold no seniority rights to positions in the Adult Academic program.

#### **Severance Eligibility**

Teachers hired before June 1, 1997 and have taught in the Adult Academic Program for the equivalent of 15 full years and have reached the age of 55 shall be eligible for a lump sum payment. Full-time is defined as 37.5 hours per week for 38 weeks for the school year.

#### **Basis of Pay**

Teachers shall receive thirty (30) days of pay for their years of service at their average daily rate of pay during their last year of employment with the program. In addition, teachers shall be paid for one-half of their unused accumulated paid time off at their hourly rate of pay during their last year of employment with the program up to a maximum of 450 hours of pay.

**Time of Payment**

Severance pay shall be paid in one lump sum within two (2) months following the date of retirement .In case of the teacher's death, the unpaid severance pay shall be paid to the teacher's designated beneficiary, or if none has been designated, or if the designated beneficiary predeceases or dies within three (3) days of the retiring teacher, then to the teacher's secondary beneficiary or estate.

To the extent that this agreement provides for payments to employees near or after retirement, and to the extent that the Internal Revenue Code provides tax deferral and tax savings opportunities, the District agrees to make a reasonable effort to provide such plans and the employee group agrees to participate in the plans made available.

**Emergency Closings, Election and Caucus Activities**

Adult Academic teachers will be paid their regular daily wage when they are scheduled to work on a day when the district declares classes in District 281 are cancelled or when an election or a political caucus is scheduled.

**Staff Reductions/ Release**

Staff will retain assignment (hours) for the subsequent year unless there is an anticipated reduction in force or change in personnel. When it is necessary to reduce the number of Adult Academic Teachers, the release will be in seniority order, with consideration given to licensure needs. Open positions will be filled using a building settling process. The district may release a teacher out of seniority order for the purpose of protecting the integrity of the program. In such cases, any teacher who is placed on unrequested leave out of order may grieve this matter.

**Workshop Attendance**

Teachers will be paid their regular hourly rate for time spent in attendance at approved in-service training and staff meetings required by the school district.

**Step Increase**

Adult Academic program teachers shall be eligible for a step increase on July 1 provided the teacher has accumulated 500 hours of service since the last time the teacher received a step increase.

**Career Increment**

After 15 years of full-time service in the district, the Adult Academic teacher will receive an annual career increment. Part-time teachers who have taught in the district for 15 years will have their career increment prorated according to the part-time assignment.

After 20 years of full-time service in the district, the Adult Academic teacher will receive an additional annual career increment. Part-time teachers who have taught in the district for 20 years will receive an additional career increment prorated according to the part-time assignment.

Career Increment	2009-2010	\$625	2010-2011	\$631
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**Advanced Degree Program**

A Masters degree used toward advancement on the salary schedule must be earned by the teacher completing courses related to the teacher's professional expertise, or as a part of a definite career plan in the field of education from an accredited college or university.

## Salary Schedule

2009-2010				
Step	BA	ABE License or ESL	MA	MA & License
1	\$24.07	\$24.62	\$25.43	\$26.54
2	\$25.06	\$25.61	\$26.42	\$27.53
3	\$26.38	\$26.93	\$27.75	\$28.87
4	\$27.70	\$28.25	\$29.09	\$30.20
5	\$28.91	\$29.46	\$30.31	\$31.41
6	\$30.34	\$30.88	\$31.75	\$32.86
7	\$31.88	\$32.43	\$33.30	\$34.41
8	\$33.31	\$33.85	\$34.75	\$35.86
9	\$33.65	\$34.19	\$35.10	\$36.22

2010-2011				
Step	BA	ABE License or ESL	MA	MA & License
1	\$24.31	\$24.87	\$25.69	\$26.81
2	\$25.31	\$25.87	\$26.69	\$27.81
3	\$26.65	\$27.20	\$28.03	\$29.16
4	\$27.98	\$28.54	\$29.38	\$30.51
5	\$29.20	\$29.76	\$30.62	\$31.73
6	\$30.65	\$31.19	\$32.07	\$33.19
7	\$32.20	\$32.76	\$33.64	\$34.76
8	\$33.65	\$34.19	\$35.10	\$36.22
9	\$33.99	\$34.54	\$35.46	\$36.59

## APPENDIX H: Chemical Health Specialists

It is understood by the Federation and the District that all provisions of the Collective Bargaining Agreement, except sections 10-1-2, 10-2-3, 10-2-1, and all of Article VII, apply to that class of employees referred to as Chemical Health Specialists. If there is any deviation from this understanding, it either is noted in the specific article and section, or is delineated below in this appendix.

### Probationary Period

A newly hired chemical health specialist will serve an eighteen-month probationary period. The district may discharge a chemical health specialist at any time during the probationary period for failure to meet job expectations. The probationary chemical health specialist will receive a minimum of two performance evaluations during the probationary period. The chemical health specialist becomes a permanent employee after successful completion of the probationary period.

### Seniority

Seniority shall be defined as the date on which a chemical health specialist is hired to work as a chemical health specialist. Chemical health specialists who hold positions as a chemical health specialist shall hold seniority rights only to positions in the chemical health specialist program. Seniority rights cannot be transferred to positions in other Appendices programs or to positions in the ECSP/kindergarten through grade 12 programs. Teachers in other Appendices programs and teachers in the Early Childhood Special Education kindergarten through grade 12 program hold no seniority rights to positions in the chemical health specialist program.

### Staffing Assignments

Chemical health specialists shall follow a similar process and timeline to K-12 teachers.

### Staff Reduction

When it is necessary to reduce the number of chemical health specialists at the end of the school year, a chemical health specialist with the least seniority shall be laid off first. Reductions in staff shall take place by August 15.

### Recall

Recall shall be in seniority order. A chemical health specialist with the greatest seniority shall be recalled first from the layoff list.



## APPENDIX I: SCHOOL CALENDARS

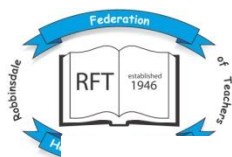
### School Calendar 2009-2010

- ❖ School will be in session for ALL students in the district on the same days.
- ❖ Two (2) days for district wide Kindergarten Conferences each semester
 

October 2, 9	March 4, 5 (except full day)
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- ❖ First Semester ends: January 22, 2010
- ❖ Second Semester begins: January 25, 2010

Teachers receive a compensatory day for every 7 hours and 10 minutes of parent conferences held.

	Semester 1	Semester 2	Total
Student Days	82	88	170
Holidays	5	2	7
Professional Development/ Workshop	6	2	8
Compensatory	2	2	4
Total	95	94	189



## School Calendar 2010-2011

- ❖ School will be in session for ALL students in the district on the same days.
- ❖ Two (2) days for district wide Kindergarten Conferences each semester
 

October 8, 15 (except full day)	March 10, 11 (except full day)
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- ❖ First Semester ends: January 21, 2011
- ❖ Second Semester begins: January 24, 2011

Teachers receive a compensatory day for every 7 hours and 10 minutes of parent conferences held.

	Semester 1	Semester 2	Total
Student Days	82	88	170
Holidays	5	2	7
Professional Development/ Workshop	6	2	8
Compensatory	2	2	4
Total	95	94	189

January 15, 2010

## Memorandum of Understanding

### Workers Compensation and Waiver of Premium Committee

This memorandum establishes the understanding that the Administration of Independent School District 281 and the Robbinsdale Federation of Teachers will form a committee during the 2009-2010 school year. The charge of the committee will be to examine a waiver of premium for employees when they are injured in the course of employment. Further, the practice charging teachers from their PTO without restoration of those days will be examined and solutions that leave no harm to the teacher will be sought.

The committee shall examine workers compensation claims data for teachers over the past 5 years utilizing that information to determine possible costs associated with premium waivers.

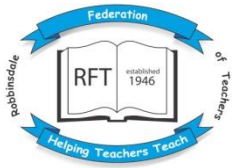
Finally the committee will forward its conclusions and recommendations to the school board for possible action.

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Peter Eckhoff  
President, Robbinsdale Federation of Teachers

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Stephanie Crosby  
Executive Director of Human Resources



Peter C. Eckhoff  
President

January 15, 2010

## Memorandum of Understanding

### Adding Vendors for 403b, etc.

This Memorandum confirms the agreed upon procedure for adding vendors to our approved list for payroll deductions for 403b contributions.

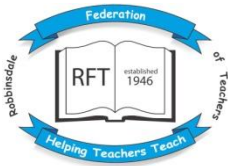
It is agreed that when a group of 10 (ten) or more employees request a vendor be added, and the vendor is on the list of those available through the Third Party Administrator under contract with District 281, the said vendor will be added to the approved list available to employees.

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Peter Eckhoff  
President, Robbinston Federation of Teachers

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Stephanie Crosby  
Executive Director of Human Resources



## Memorandum of Understanding

### Compensation Rate for Middle School Activities

This Memorandum of Understanding is entered into between Independent School District 281 (hereinafter "School District") and the Robbinsdale Federation of Teachers (hereinafter "RFT").

Whereas the RFT is the exclusive representative of teacher compensation in the collective bargaining agreement and

Whereas the parties wish to modify the compensation rate for middle school activities listed in Article 3-1 and 3-2 with the exception of Environmental Camps and Intramural.

Whereas the new duty time model for all activities stated will result in a reduction of time to 62.7% of the previous duty time for scheduled activities and the practices associated with them.

Now, therefore, for the 2009-2010 school year, the compensation rates will reflect pro-rated pay equal to 62.7% of the amount stated for the 2008-2009 school year in the collective bargaining agreement.

Further, compensation rates will remain at 100% for Environmental Camp.

Further, the modified compensation rate of intramural coaching will be \$550.00 per season.

Teachers of District 281

Affiliated with AFL-CIO

Robbinsdale Federation of Teachers, Local 872

Independent School District 281

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Peter Eckhoff  
Chief Negotiator/President

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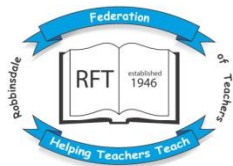
Stephanie Crosby  
Executive Director of Human Resources

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Polly Gregor  
Negotiations Team/Secondary Vice President

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Gayle Walkowiak  
Assistant Superintendent for Teaching and Learning



*Peter C. Eckhoff*  
*President*

January 15, 2010

## **Memorandum of Understanding**

### **Safe Working Conditions**

This memorandum establishes the agreement that during the 2009-2010 school year a task force will be convened to examine issues related to safe working conditions for teachers.

Topics to be examined will include, but not be limited to –

- All student assaults will be reported to the police.
- Staff members who are assaulted will be released for the rest of the day.
- Staff will be provided a portable phone anytime they are offsite with students.
- Staff will be provided adequate training on the disabilities of any students placed in their class.
- Class size/case load will be adjusted on assignment of specific types of students.

The charge of the committee will be to study the concerns, and forward recommendations to the school board for possible action.

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Peter Eckhoff  
President, Robbinsdale Federation of Teachers

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Stephanie Crosby  
Executive Director of Human Resources

## Collective Bargaining Agreement

The School Board shall furnish a printed copy of this Collective Bargaining Contract to each licensed teacher in the bargaining unit, four teacher contract weeks after the contract is signed. Fifty (50) copies shall be furnished to the Federation.

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

Robbinsdale Federation of Teachers, Local 872,  
American Federation of Teachers, AFL-CIO

Independent School District 281  
Robbinsdale Area Schools

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Tracy Mena  
Chief Negotiator

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Tom Walsh  
Chair of the School Board

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Peter Eckhoff  
President, Robbinsdale Federation of Teachers

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Helen Bassett  
Clerk of the School Board

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Stephanie Crosby  
Executive Director of Human Resources

Dated this 15<sup>th</sup> day of January, 2010