7-1-1983

Hennepin County, Minnesota Independent School District 281 School Board and Robbinsdale Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 872 (1983)

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Hennepin County, Minnesota Independent School District 281 School Board and Robbinsdale Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 872 (1983)

**Location**
Hennepin Co., MN

**Effective Date**
7-1-1983

**Expiration Date**
6-30-1985

**Number of Workers**
1250

**Employer**
School Board of Independent School District 281, Hennepin County, Minnesota

**Union**
Robbinsdale Federation of Teachers

**Union Local**
872

**NAICS**
61

**Sector**
Local government

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**Comments**
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Collective Bargaining Agreement

Between

Independent School District 281
Hennepin County, Minnesota

and

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

1983-84  1984-85
COLLECTIVE BARGAINING AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT 281
HENNEPIN COUNTY, MINNESOTA

and

ROBBINSDALE FEDERATION OF TEACHERS
LOCAL 872
AMERICAN FEDERATION OF TEACHERS
AFL - CIO

1983-84 1984-85
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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 to provide 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

1- 1 Terms and Conditions of Employment: This shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean the educational policies of the school district.

1- 2 Teacher: 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, 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 their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, part-time or temporary employees, excluded from teacher bargaining units by Minnesota PELRA Act, and emergency employees.

1- 3 Teaching Vacancy: A teaching vacancy within the unit shall exist as soon as the personnel director or any other administrator decides to interview or consider applicants for a specific position, and such vacancies shall be handled as stipulated in the procedures defined in item 5-19.

1- 4 Other Vacancy: A vacancy outside the unit which requires a licensed person shall exist as soon as the personnel director or any other administrator decides to interview or consider applicants for such a position and such vacancy shall be brought to the attention of the entire licensed staff either through a special bulletin or through the Personnel Report or Direct Line.

1- 5 Other Terms: All other terms used in this Agreement shall be defined as stipulated in the PELRA, as amended.

ARTICLE II

SCHOOL BOARD RIGHTS

2- 1 Inherent Managerial 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.

2- 2 Management Responsibilities: 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.
2-3 Effect of Laws, Rules, and Regulations: All employees covered by this Agreement shall perform the teaching and nonteaching 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.

2-4 Reservation of Board's Rights and Duties: 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.

ARTICLE III

TEACHER AND FEDERATION RIGHTS

3-1 Right To Join: Teachers have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.

3-2 Right To Discuss Complaint: No teacher shall be prevented from informally discussing a complaint with the teacher's immediate superior or processing a grievance in the teacher's behalf in accordance with the grievance procedures hereinafter set forth in Article IV.

3-3 Individual and Organizational Rights: 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.

3-4 Dues Check-Off: Teachers shall have the right to request and be allowed dues check-off for the teacher organization of their selection. Upon receipt of a properly executed authorization card of the teacher involved, the school district will deduct monthly from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during period provided in said authorization.

3-5 Meetings Scheduled During Working Hours: 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.

3-6 Federation Business During School Hours: The Federation president may be scheduled for nonteaching time the last teaching period of the day at which time the president may leave the building on Federation business if necessary.

3-7 Use of School Buildings: Upon request to the Community Education Department or building principal, the Federation shall be permitted to meet within the school at times and under circumstances which will not interfere with the instructional programs or the total school use.
Normally, there shall be at least a 24-hour notice given. Expenses incident to the meeting, other than those normally a part of the school operation, shall be borne by the Federation.

3-8 Use of Bulletin Boards: Bulletin board space shall be made available in each school for the exclusive use of the Federation to post materials dealing with Federation business.

3-9 Use of Interschool Mail: The Federation shall have the right to use the interschool mail system of the district on matters regarding the Federation and related activities.

3-10 Use of District Equipment: The Federation shall be permitted to use school equipment within the school, such as duplicators and typewriters, in relation to Federation activities at times and under circumstances which 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.

3-11 Availability of District Information: 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 which is not readily available and entail considerable time, the Federation agrees to share administrative costs.

3-12 Payroll Deduction for COPE: 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.

ARTICLE IV

GRIEVANCE PROCEDURES

4-1 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.

4-2 Representation:

4-2-1 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.

4-2-2 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, which 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.

4-2-3 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 4-2-2 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.

4-3 Extension: Time limits specified in this Agreement may be extended by mutual agreement.

4-4 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.

4-5 Time Limits: Failure at any step of this procedures 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 procedures 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.

4-6 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.

4-7 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.

4-8 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 90 school days from the date of the occurrence alleged to be a grievance and every effort shall be made to keep a 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:

4-8-1 First Level: The statement of the grievance shall be oral and the proceedings informal. These proceedings shall be held with the first level administrator who possesses the authority to adjust the grievance. If a satisfactory settlement cannot be reached within three days, the second level may be initiated with two school days thereafter.
Second Level: Any licensed teacher who has not received a satisfactory settlement as outlined in the first level will resubmit the grievance in writing on the prescribed form to the supervisor or administrator involved and to the Federation. The written grievance shall state the facts upon which it is based, the provisions in the Agreement allegedly violated, and the relief requested. Within five 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 their decision in writing to the teacher, to the superintendent, and to the Federation. If a satisfactory settlement cannot be reached within three school days, the third level may be initiated within two school days thereafter.

Third Level: Any teacher who has not received a satisfactory settlement as outlined in the second level shall submit the grievance in writing with a letter of transmittal to the superintendent of schools. Within 10 school days of the 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 five school days after the superintendent's hearing, the fourth level may be initiated with five school days thereafter.

Fourth Level: Any licensed teacher who has not received a satisfactory settlement as outlined in the third level shall submit a grievance in writing to the School Board. The School Board shall have a hearing or rule on the grievance and refer the matter on to the fifth level within 15 days. In the event the Board does decide to have a hearing, it shall give a fair and impartial hearing to the aggrieved along with the supervisor or administrator and their counsel. The School Board shall render a written decision within 15 school days to the parties involved, including the Federation. If the School Board's decision is not acceptable to the licensed teacher involved and the matter pertains to this professional staff agreement, the matter may proceed to the fifth level with five school days thereafter. Otherwise, the decision of the School Board is final.

Fifth Level: Within said five days, either party may request arbitration. The parties shall, within 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 PERB to submit a list of five arbitrators, providing such request is made within 20 days after request for arbitration. The parties shall alternately strike names from the list of five until only one name remains which shall be the agreed upon arbitrator. Failure to request a list of arbitrators from the PERB within the time periods provided herein shall constitute a waiver of the grievance.
4-9 Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy of the School Board, a statement outlining the nature of the grievance, including the provisions in the Agreement allegedly violated, the remedy requested and a copy of the written grievance and copies of the district's responses at the preceding levels of the grievance procedure.

The school board may make a similar submission of information relating to the grievance within five days after receipt of the above, a copy of which shall be sent to the Federation.

4-10 Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

4-11 Decision: The decision by the arbitrator shall be rendered within 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 of arbitration decisions as provided by in the PELRA, as amended.

4-12 Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. 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).

4-13 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 with 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.

4-14 Appearance and Representation: Hearings held under this procedure shall be conducted at a time and place which 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.

4-15 Investigation of Grievances: The investigation of grievances shall not interfere with the orderly process of education in District 281.
4-16 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 there upon waive any and all right to pursue a grievance under this Article. Upon instituting a proceeding in another forum 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.

ARTICLE V

WORKING CONDITIONS

5-1 Required Personnel Information: Each teacher must submit a valid Minnesota teacher's license, a teacher retirement fund certificate, Social Security number, an official transcript of all college credits, a birth certificate, and a recent photograph. This material will be kept on file in the superintendent's office during the entire time that the teacher is employed in the school system.

5-2 Failure To Show Evidence of 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 October 15, or who does not provide evidence by the same date that an effort is being made to comply with licensure regulations and that application has not been rejected.

5-3 Availability of Personnel File: The teacher's current personnel file shall be housed in the Personnel Office of District 281 and shall be available to the teacher at convenient times. All materials generated for such file shall be handled as stipulated in item 5-5, and no other teacher's personnel file shall be kept. Convenient time is understood to mean that the Personnel 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. Current file will be defined as materials submitted and filed after September 1, 1970.

5-4 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 inspection of such materials is permitted by law.

5-5 Material Filed: The teacher shall be given an opportunity to read material except confidential material as defined in item 5-3 and 5-4 placed in the file. The teacher shall sign the copy to be filed, with the understanding that this means that the teacher has read the material, but not that the teacher necessarily agrees with its contents.

5-6 Right To Answer Material Filed: The teacher shall have the right to answer any material filed and the teacher's answer shall be attached to the file copy.
5-7 Reproduction of Material Filed: The teacher may reproduce any material in the teacher's file except confidential material as defined in item 5-4.

5-8 Time Limit on Material Filed: Any incident which has not been reduced to writing within 90 teacher contract days of its occurrence, may later be added to the file by mutual consent of the teacher and the Personnel Office.

5-9 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 MS 125.12, Subdivision 7, may be invoked. The Board may require such teacher to take a leave of absence until the physician's recommendation for return duty is approved by the Board. Required examinations for the staff, other than the requirement for employment, shall be at School Board expense.

5-10 Requirements for Tuberculin or X-ray Tests: All new staff members and those returning from leave shall submit a report (x-ray or tuberculin test) showing freedom from tuberculosis in accordance with the Minnesota statute. All staff members with the exception of those who claim exemption under Chapter 123.69, Subdivision 1, of the Statutes of Minnesota, shall file such report within six weeks of hiring date.

5-11 Temporary Contract: The School Board may issue temporary contracts for one school year or less when the teacher to be employed is to fill a vacancy arising from a leave of absence, initiation of a federally funded project, or other unusual circumstance. The following provisions are included:

5-11-1 Notification: Any teacher to be employed on a temporary contract will be fully informed, in writing, or the limitations of the teacher's contractual rights before the teacher is tendered a temporary contract.

5-11-2 Rights and Privileges: The teacher shall have all the rights and privileges of any beginning teacher.

5-11-3 Commitment: The teacher shall be informed in writing, at the time the teacher receives a contract that upon completion of a year of successful teaching as determined by the teacher's immediate supervisor, the teacher shall be given first opportunity to fill new vacancies for which the teacher qualifies for the subsequent school year. This shall be the only commitment the School Board shall have beyond the first year of employment.

5-12 Emergency Closings: When schools are closed due to inclement weather or other unforeseeable circumstances such as mechanical failure and such closure has been officially promulgated, teachers shall not be expected to report to work. The provisions of 5-12 shall apply to both contract and hourly rate teachers. Neither shall lose salary or wages.
If days lost by such emergencies result in the school year falling below the minimum required by law, teachers shall perform duties on such other days as specified in 5-12-2.

5-12-1 Energy Conservation: During extreme weather conditions the Superintendent may authorize school closings as a measure to conserve energy.

If days lost by such energy closings result in the school year falling below the minimum required by law, teachers shall perform duties on such other days as specified in 5-12-2.

5-12-2 Make-Up Days: The first day to be used as make-up shall be Thursday of the last week of school. The second day to be used as make-up shall be Friday of the last week of school. The third day to be used as make-up shall be Presidents' Day. The fourth day to be used as make-up shall be Easter Monday.

Should more than four days of student contact be needed to meet the minimum state requirement, the school year shall be extended the required number of days.

5-13 Holidays: The following will be recognized as paid holidays: Labor Day, Thanksgiving Thursday and Friday, Presidents' Day, Memorial Day, the Friday of workshop week, and Easter Monday.

5-14 Religious Holidays: Two days may be granted for religious holidays. Teachers who wish to be granted time off for a religious holiday must make application giving full particulars to the personnel office previous to said holiday for approval to have such leave deducted from current sick leave or personal leave at the teacher's option. In the years that it is necessary for some staff members to have three school days for religious observances, an additional day may be granted upon application to the superintendent or his representative for approval.

5-15 School Calendar: The School Board and the Federation accept the school calendar as set forth in Appendix I.

5-16 Length of School Day: The length of the school day for all full-time 38-week staff shall be seven hours and 40 minutes. Thirty minutes shall be allowed for lunch which time shall normally be uninterrupted and duty free.

5-17 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.

5-18 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 teachers are expected to contribute up to 18 hours per year.
5-19 Vacancies and New Positions:

5-19-1 School Year Postings: All teaching vacancies or new teaching positions constituting 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 school days. This shall not apply in cases where teachers on unrequested leave have a right to 80 day positions pursuant to 5-21-5-1. Licensed staff members may apply for said vacancies or new positions within three school days of the initial posting date. Application shall be in writing to the Personnel Office. The effective date for such openings shall be as described in the posting.

5-19-2 Summer Postings: The district shall send summer postings to all teachers who indicate interest in receiving such notice by filing their names and mailing addresses with the personnel office prior to the last day of the school year for students. These teachers will receive all postings which occur after the last day of school for students and through the end of Transfer Pool 2. Teachers who desire to be informed of vacancies which occur between the close of Transfer Pool 2 and the end of the first week of school for students must complete a special form from the personnel office for this purpose. The form must be received by the personnel office between the period of August 1 and the date Transfer Pool 2 closes. The district shall make an effort to contact by telephone persons who have properly indicated an interest in receiving information related to vacancies which occur during this time.

5-19-3 Special Education Postings: Learning Disabled (LD), Emotionally Disturbed (ED), Educable Mentally Retarded (EMR). Special education contract vacancies shall be filled in the same manner as are all other vacancies with the following exception: Hourly rate LD teachers will be considered in seniority order for contract LD positions after the closing of the Transfer Pool 2 as described in 6-4-9-2. They shall have priority over licensed LD teachers who are currently teaching in another teaching area and who have not been placed on unrequested leave (layoff). Hourly rate LD teachers shall also have priority over teachers who have been placed on unrequested leave (layoff) but who were not LD licensed at the time they were placed on unrequested leave.

5-20 Change of Status: Any licensed teacher in the bargaining unit who takes a position as an administrator, supervisor, or coordinator within District 281 shall accrue teacher bargaining unit seniority at the rate of .5 years for each full year of service to the district as an administrator, supervisor, or coordinator.

5-21 Staff Reduction: If it is necessary to reduce the total number of teachers in the District, the release shall be accomplished in the following manner:

5-12-1 Release: When it is necessary to reduce the number of licensed staff, the release shall be by current area of teaching and shall be based upon the teacher's seniority date. Those with the most recent seniority date shall be released first.
5-21-2 Minority Representation: To achieve minority representation on the District 281 staff 5-21-1 does not apply to teachers who are members of racial ethnic minority groups as defined by EEOC ruling unless the minority proportion of the bargaining unit equals or exceeds the minority proportion of the population in the Twin City metropolitan area. This section shall apply only to minority employees hired prior to July 1, 1979. Minority employees hired on or after July 1, 1979, shall retain exactly the same seniority rights as all other members of the bargaining unit as specified in 5-21-1.

5-21-3 Recall: The administration will maintain seniority lists for all teachers in the district and in the event of recall from the Unrequested Leave (layoff) list the qualified tenured teachers among those who were released will be recalled in the reverse order in which they were released before any other applicants are considered. A recall for a full-time position which is refused by an employee shall constitute a resignation. For the purposes of this paragraph 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.

5-21-4 Seniority List: Current seniority lists by major license and also by current teaching area will be made available in all schools each year.

5-21-4-1 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, a change of status 5-20, or acceptance of a leave 8-1-7.

5-21-4-2 Teaching Area: A teacher shall be listed on all seniority lists for which the teacher holds license. The current area of teaching will be designated on the seniority list as the assigned area of teaching. Application of 5-21-6 and 6-4-12-13 pertain to assigned area of teaching. Definition of teaching area is found in 5-21-6-1.

5-21-4-3 Hourly Rate Special Education Teachers: The length of service for hourly rate LD teachers shall be kept separate from that of the other teachers. Their length of service shall be computed with five hours of teaching time as one day with one year (178 teaching days) being the maximum credit allowable for any one year.
5-21-4-4 Change of Status: If an hourly rate special education teacher is employed on a contract rider, the teacher shall begin with a length of service from the day of authorization of that contract rider plus the number of days of seniority credited to them on the hourly rate special education seniority list multiplied by .652.

If an hourly special education teacher who is employed as a contract teacher subsequently returns to hourly special education employment, the teacher's hourly seniority placement shall be calculated as of the date possessed by that teacher upon leaving hourly employment, plus one year for each year of contract special education teaching performed after July 1, 1983.

If a contract special education teacher who never held an hourly special education placement accepts hourly special education employment, that person shall receive an hourly seniority placement of July 1, 1983; if hired as a contract teacher after July 1, 1983, the teacher will receive an hourly seniority placement which is the same as the teacher's contract seniority date.

5-21-4-5 Medical Leave: Commencing with the leaves granted for the 1977-78 school year the length of service for those teachers on medical leave shall include up to two years of time spent on medical leave.

5-21-4-6 Federation or Governmental Leave: Commencing with the leaves granted for the 1977-78 school year the length of service for those teachers granted Federation leave or governmental leave under 6-1-6 shall include the time spent on Federation or Governmental leave.

5-21-4-7 Instructional Assistant: When the number of instructional assistant positions is reduced, employees forced from such positions shall be placed on an instructional assistant layoff list. Calculations shall be according to 5-21-1 except that names shall remain on the instructional assistant layoff list for a maximum of five years.

When a vacancy in an instructional assistant position occurs, those employees remaining on the instructional assistant lay-off list will be recalled first. If no names appear on the list, management has the right to select anyone from the bargaining unit.

Instructional assistants who are displaced shall be able to participate in the Transfer Pool 1 and Transfer Pool 2.
5-21-4-8 Lead Teachers in Special Education: A separate seniority list shall be maintained for lead teachers in special education.

5-21-5 Rights of Teachers Whose Names Appear on the Unrequested Leave (Layoff) List:

5-21-5-1 Right to Available Positions: Individuals whose names appear on the Unrequested Leave (layoff) list possess seniority 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 substitute list and accept hourly rate or substitute positions.

5-21-6 Teaching Area:

5-21-6-1 Definition: Area of teaching is defined as the subject matter area to which a teacher is assigned in which the teacher possesses licensure.

A teacher who is assigned to more than one area of teaching shall be considered to be assigned to the area in which he/she is teaching more than 0.5 time of a full-time equivalency. If the assignment of 0.5 in each of two areas, the teacher must choose, prior to the publication of the seniority list, one of the teaching areas as the assigned area.

5-21-6-2 Changing Areas of Teaching: Teachers may change areas of teaching in the following situations:

1. A teacher who is placed on unrequested leave (layoff) pursuant to Section 5-21, may exercise seniority rights to claim a teaching position in an alternate area of license.

2. A teacher may change areas of teaching during building settling by mutual agreement with the building principal. (See Section 6-4-12-13).

3. A teacher may select an alternate area of teaching if no teacher remains on unrequested leave (layoff) in that teaching area. For special education contract vacancies, see provisions in Section 5-19-3.

The right to change areas of teaching described in the preceding paragraph shall hold, provided the teacher is licensed in the alternate area, notifies the District 281 Personnel Office within the specified time of receipt of such notice, and has taught in the alternate area of license within the last five years, or has taken at least six quarter credits of course work in this area within the last five years. If the teacher
has not, within the last five years, taught or taken
course work in the alternate area of teaching, the
teacher must satisfy this requirement by signing a
written statement that he/she agrees to undertake six
quarter hours of graduate or undergraduate course work
in the alternate area, to be completed within one
school year. The teacher may plan the course work, but
prior approval based on appropriateness, must be
obtained from the director of elementary or secondary
education.

5-22 Teacher Preparation Time: Each teacher will be scheduled for an average
of 60 minutes per day planning time free from student contact. When a
lyceum or planned school program falls at a time when a teacher is
scheduled for planning time, the 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 times per year. In the
elementary schools 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 two per month with a maximum of 12 per
year.

Classroom teachers shall not be required to engage in student contact
more than an average of five hours and 10 minutes per day.

5-23 Department Chairperson's Pay: The pay of department chairperson shall be
as shown in Article V, Appendix B.

5-24 Conference Time: All elementary teachers shall have four days and all
kindergarten teachers eight days for parent-teacher conferences. When
evening conferences are scheduled that time shall be considered as part
of the teacher's school day.

5-25 Teacher Evaluation Program: The School Board and the Federation have
agreed that a procedure for evaluation of teachers will be jointly
developed.

5-26 Dismissal and Suspension of Teachers: Procedures for dismissal and
suspension of teachers are contained in M.S. 125.12.

5-27 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 administration.

5-28 In-Service Program: The district agrees to maintain the current
in-service program for the duration of the contract. The Federation will
be entitled to a member on the committee that makes recommendations
regarding the in-service program of the district.

5-29 Right of Part-time Teachers To Return to Full-time Position: Part-time
teachers, who were at one time full-time teachers in District 281 shall
have the right to return to full-time teaching for the subsequent school
year by notifying the district Personnel Office on or before February 1.
ARTICLE VI

ASSIGNMENTS AND TRANSFERS

6-1 Assignments and Transfers: It may be necessary for the efficiency and well-being of the school district to transfer teachers from one school to another. Three types of transfers are stipulated in the working agreement: (1) Administrative; (2) Voluntary; and (3) Involuntary.

6-2 Administrative Transfer: This is a transfer which is initiated by the administration. Administrative transfers may be made for three reasons: (1) changes in school enrollments which differ from projections made by the administration prior to the operation of the transfer pools. Included in this category are changes in secondary class enrollments which result from actual student registrations; (2) unsatisfactory work on the part of a teacher; and (3) programmatic needs of the district.

6-2-1 Administrative Transfers Due to Changes in School/Class Enrollments: When transfers between schools are initiated on the basis of 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, or a teacher in the building at the same elementary grade level or the same secondary area of teaching 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 10th student school day of each semester.

Elementary transfers shall be initiated on or before the fifth 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 winter recess.

6-2-2 Administrative Transfers Due to Unsatisfactory Work on the Part of a Teacher: Except in unusual circumstances, when transfers are initiated on the basis of unsatisfactory work, the following steps will be taken:

Step 1: The principal shall complete a written evaluation of the teacher and shall make reasonable efforts to assist the teacher to improve performance.

Step 2: If the teacher's work performance remains 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 10 teaching days in which to respond in writing to the principal's notice. A copy of the notice shall be sent to the elementary or secondary assistant superintendent or director and the personnel director who may offer in writing further corrective steps to be taken by the teacher after consultation with the teacher and the principal.

Step 3: 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 the 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 4: The receiving principal shall be informed within a reasonable time in advance of the teacher transfer and shall be informed of the steps taken or to be taken in attempting to assist the teacher to make a satisfactory adjustment.

6-2-3 Administrative Transfers Due to Programmatic Needs of the District: Transfers may be initiated on the basis of programmatic needs when: (1) the course offering is required by the State Department of Education rules and/or regulations; (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 that student locker room supervision cannot be provided by a teacher of the same sex based on current staffing.

6-2-3-1 Preservation of Course Offerings: The district may implement an administrative transfer for reasons 1 or 2 listed in 6-2-3 when in a particular building there is not available a teacher qualified by licensure and background/experience to teach a particular course. When such a transfer is implemented, the district shall transfer from the school and department the least senior teacher who possesses the licensure to teach the course but not the background/experience.

The teacher to be transferred into the building shall be a teacher in the district who possesses both the licensure and background/experience to teach the course and whose teaching area is the same as that in which the course is listed. Before such a transfer takes place the administration shall make an effort to obtain agreement from a teacher in another building to voluntarily transfer into the building where the course would otherwise be discontinued.
6-2-3-2 Supervision of Locker Rooms: The district may implement an administrative transfer for reason 3 listed in 6-2-3 under the following circumstance: in a particular building there exists an imbalance of male and female physical education teachers which seriously affects the district ability to provide teacher supervision in either the boys or girls locker room. When such a transfer is implemented, the district shall transfer from the school and physical education department the least senior physical education teacher whose transfer resolves the problem. The teacher to be transferred into the building shall be a physical education teacher who teaches in another building. Before such a transfer takes place the administration shall make an effort to resolve the problems through voluntary efforts at the building level in which the problem exists.

6-3 Voluntary Transfers: This is a transfer which is initiated by a teacher who wishes to change building assignments. Voluntary transfers are of three types: (1) Voluntary transfers effective for the current school year; (2) Voluntary transfers effective for the ensuing school year; (3) Voluntary transfers involving a position exchange.

6-3-1 Voluntary Transfers Effective for the Current School Year: This is a transfer initiated by a staff member who wishes to change building assignments during the current school year. Such requests shall be made in writing to the personnel director who shall, in turn, notify the appropriate building principals and assistant superintendent or director. Teachers who initiate voluntary transfers pursuant to this section, who possess greater seniority rights than teachers on unrequested leave (layoff), and whose voluntary transfer is approved by the personnel office, shall have precedence over members of the bargaining unit who are on unrequested leave (layoff). This policy in its entirety shall be in effect from the beginning of the second week of school for students up to the date Transfer Pool 1 begins. Voluntary transfers effective for the current school year must be approved by the building principals, director of elementary or secondary, and the personnel director.

6-3-2 Voluntary Transfers Effective for the Ensuing School Year: This is a transfer initiated by a teacher who wishes to change building assignments for the ensuing school year. By completing the proper form and submitting it by the proper deadline, the teacher shall be able to place his/her name in Transfer Pool 1. This action does not require the teacher to give up his/her present position, nor is the teacher's position placed in Transfer Pool 1.

If the teacher wishing to transfer finds no satisfactory position during the period of Transfer Pool 1, the teacher may place his/her name in Transfer Pool 2, or retain the position currently held. If and when a teacher submits his/her name for placement in Transfer Pool 2, the teacher gives up his/her current position which is placed in Transfer Pool 2.
**6-3-3 Voluntary Transfers Involving a Position Exchange:** This is a transfer initiated by a teacher who wishes to exchange with another teacher his/her assignment for one in a different building, and/or different area of licensure. Applications for exchanges of assignments for the ensuing school year must be submitted to the personnel director prior to February 1. Proper license for the new assignment is required and the provisions of paragraph 4, 5-21-6-2 shall apply. Approval for the exchange of positions between two teachers is for one school year. Agreement to continue the exchange beyond one school year requires annual application. Seniority and building rights are retained, but only in the area of teaching and building to which the teacher was assigned prior to the exchange.

**6-4 Involuntary Transfers:**

**6-4-1 Definition:** This is a transfer necessitated by reduction of staff whereby a teacher must be transferred to another position in another building. Such transfer out of the building shall be made on the basis of district-wide seniority except as outlined in 6-4-11 and 6-4-12. Such transfers occur after the shifting of assignments has been completed in the building.

**6-4-2 Shifting Assignments:** Shifting 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. Such intra building distribution known as building settling shall be accomplished on a date set annually by the School Board upon recommendation of the Educational Policies Committee.

**6-4-3 Names Placed in Pools:** Teachers involved in involuntary transfers shall have their names placed in Transfer Pool 1. If the teacher involuntarily transferred does not secure a position during the period of this pool, the teacher's name is automatically placed in Transfer Pool 2. All transfers made during the period of Transfer Pool 2 shall be based on district-wide seniority in the teacher's area of teaching.

**6-4-4 No Bumping:** No bumping (domino effect) shall be allowed on the part of any teacher. That is, no teacher may automatically elect to take the position of another teacher with similar licensure and area of teaching who may have less seniority in the district.

**6-4-5 Transfers Prior to First Posting of Transfer Pool 1:** Transfers may be made whenever there is a group of teachers from the same grade level, building, subject area, or department who mutually agree on building assignments, with the consent of the building principals and the personnel office prior to the first posting of the Transfer Pool 1.

**6-4-6 Postings:** All district vacancies still unfilled after the shifting of assignments within a building shall be posted on the RFT bulletin boards in each building. The effective date of the
first postings of the two transfer pools will be set annually by
the School Board upon recommendation of the Educational Policies
Committee.

6-4-7 Transfer Pools: There shall be two transfer pools. The first
pool to begin in a contract year shall be entitled Transfer Pool
1, and the second pool to begin in a contract year shall be
entitled Transfer Pool 2. Teachers wishing to voluntarily
transfer for the ensuing school year may place their names in
either of the two pools. Teachers involved in involuntary
transfers shall have their names placed in Transfer Pool 1 and if
a position is not secured during the period of the first pool
shall have their names placed in Transfer Pool 2. During the
time their names are in either of the pools, teachers shall
continue to be employees of Independent School District 281.
This policies shall in no way affect internal building or
departmental assignments.

6-4-7-1 Transfer Pool 1: Transfer Pool 1 will contain the names
of the following:

(1) Teachers involuntarily transferred as described in
6-4.
(2) Teachers voluntarily seeking a transfer effective
for the ensuing school years, as described in 6-3.
(3) Teachers returning from a leave of absence.
Teachers returning from approved exchange teaching
situations will not have their names placed in
Transfer Pool 1, nor will those returning from
sabbatical leaves have their name in this pool,
except as outlined in 8-2-1-7.

6-4-7-2 Transfer Pool 2: Transfer Pool 2 will contain the
names of the following:

(1) Teachers involuntarily transferred and teachers
returning from leaves (except from sabbatical and
exchange teaching) who did not obtain a position
during the period of Transfer Pool 1.

(2) Teachers voluntarily seeking a transfer effective
for the ensuing school year. Assignments for
teachers whose names are in Transfer Pool 2 are
determined on the basis of seniority and area of
teaching.

6-4-8 Closing of Transfer Pool 2: The Transfer Pool 2 shall close at 4
p.m. on the Friday in August which falls two weeks prior to the
week designated for teacher workshop.

6-4-9 Transfers Which Occur After the Close of Transfer Pool 2:

6-4-9-1 Assignment to Positions: Teachers whose names are in
Transfer Pool 2 and who did not select a position by
the close of Transfer Pool 2 may be assigned to an
existing vacancy by the personnel office.
6-4-9-2 **New Vacancies:** Teachers who have completed and submitted the form specified in 5-19-2 shall have seniority rights to new vacancies which occur after the close of Transfer Pool 2 and before the second week of school for students.

6-4-10 **Time Limits:** Decisions of all teachers in Transfer Pool 2 which concern building assignments must be made within two school days from the date that the specified positions are posted. Selection of teachers for such assignments shall be based on district seniority and area of teaching. District 281 Personnel Office shall notify each involved teacher of positions and the teacher's seniority status by letter. The involved teachers must notify the personnel office in writing of the teacher's decision within the two school day time limit.

Such decision as stated above shall become final with the exception of other decisions which may be made later in the spring or summer as the result of the voluntary transfers into new positions which become available. This procedure would be related to policy on summer postings as stated in 5-19-2 of the Collective Bargaining Agreement.

A teacher may voluntarily join Transfer Pool 2 by notifying the personnel director in writing. A teacher who chooses to join Transfer Pool 2 automatically gives up the teacher's building assignment.

6-4-11 **Involuntary Transfers -- Application to Elementary Schools:** When it is necessary to reduce the number of teaching assignments in an elementary building and transfer a teacher out of that building because of declining enrollments, the teacher transferred shall be that teacher in that building who possesses the least seniority in the district. Such teachers shall have their names placed in Transfer Pool 1 and, thereafter if necessary, in Transfer Pool 2 as outlined in 6-3-7. This shall be true unless another teacher in that building shall volunteer to leave in order to facilitate the staff reduction. In that case, the volunteering teacher shall be placed in Transfer Pool 1. No building or grade level seniority shall be considered in administering involuntary transfers except in the case of identical seniority within the district. Should a situation arise in which two teachers have identical district-wide seniority, seniority within the building shall be observed. If two teachers have identical district-wide seniority and building seniority, the decision of who will transfer shall then be by lot.

6-4-12 **Involuntary Transfers -- Application to Secondary Schools:**

6-4-12-1 **District Seniority:** District seniority shall apply in the teacher's area of teaching.

6-4-12-2 **Secondary Department Transfers:** When it becomes necessary to reduce the number of teaching assignments in a secondary department and thus transfer a teacher
out of that department because of declining enrollments, the teacher transferred shall be that teacher in that department who possesses the least district-wide seniority in the teaching area involved. Such teachers shall have their names placed in Transfer Pool 1 and, thereafter if necessary, in Transfer Pool 2 as outlined in 6-4-7.

This shall be true unless another teacher in that department shall volunteer to leave in order to facilitate the staff reduction. In that case, the volunteering teacher's name shall be placed in the Transfer Pool 1.

Should a situation arise in which two teachers have identical district-wide and departmental seniority, the decision of who will transfer shall then be by lot.

6-4-12-3 Building Settling at Secondary Level: During the building settling period, teachers at the secondary level may change areas of teaching by mutual agreement with the principal. (See 5-21-6-1 for definition of teaching area). This right to change areas of teaching during the building settling period has the same restrictions as regards recent teaching experience or training as specified in 5-21-6-2.

ARTICLE VII
DISCIPLINE

7-1 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. Administrative transfer in accordance with 6-2-2;
d. Withholding of a salary increase or increment;
e. Suspension without pay;
f. Discharge in accordance with 7-6.

7-2 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.

7-3 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.
7- 4 Appeal to Grievance Procedure: Except as noted in Section 7-5 below, disciplinary action taken pursuant to this Article may be appealed to the grievance procedure as contained in Article IV of this Agreement. Except in the case of an oral reprimand or written reprimand, grievances shall be initiated at Step III and shall be subject to the arbitration provisions of the grievance procedure.

7- 5 Reprimands: Oral reprimands shall not be subject to the grievance procedure. Written reprimands shall be subject to the grievance procedure, but shall not proceed beyond Level III. Written reprimands, 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 the copy of the reprimand to be filed in the teacher's personnel file with the understanding that this means that the teacher has read the reprimand, but not that the teacher necessarily agrees with its contents or accuracy. If a teacher refuses to sign the reprimand, 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 and the fact that the teacher refused to sign the copy placed in the file. The teacher shall be afforded up to 14 calendar days to respond in writing to the reprimand and the teacher's response shall be attached to the file copy of the reprimand.

7- 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 <125.12, Subd. 8.

7- 7 Sunset Provision: This Article shall remain in effect until a successor collective bargaining agreement is negotiated.

7- 8 Nonapplication of Performance Improvement Program Instruments: No instrument used in the District's Performance Improvement Program shall be applied in conjunction with this Article.

ARTICLE VIII

LEAVES OF ABSENCE

8- 1 Leaves of Absence Without Pay:

8-1-1 Military Leave:

8-1-1-1 Involuntary Service: Faculty members involuntarily called for military service shall receive credit for experience and seniority as if they had been on the staff.

8-1-1-2 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.

8-1-1-3 Physical Handicaps: Every effort will be made to place returning teachers with physical handicaps.
8-1-2 Maternity/Parental Leave: Maternity leave shall be granted for birth or parental leave for adoption. The starting date of the leave shall be at the discretion of the teacher and the teacher's physician in the case of maternity, and at the discretion of the teacher in the case of parental leave for adoption, with sufficient notice (not less than four weeks given to the Personnel Office so that the resulting vacancy might be adequately posted, candidates given time to apply and be interviewed, and an adequate replacement employed. Maternity leave may be utilized separately or in conjunction with pregnancy related disability described in 8-1-2-3-4.

8-1-2-1 Date of 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.

8-1-2-2 Length of Leave: Each maternity leave shall not exceed two full school years. The school year in which the leave begins is to be counted as one of the two years. Teachers on maternity leave may apply for an additional year of leave under 8-1-6-3.

8-1-2-3 Reassignment:

8-1-2-3-1 Current School Year: If a teacher on maternity leave desires to resume teaching during the current school year, the return date shall be at the discretion of the teacher and the teacher's physician. Adequate notice (not less than four weeks) shall be given to the Personnel Office. The teacher shall be assigned the position previously held by seniority and license or a comparable position.

8-1-2-3-2 Subsequent School Year: If a teacher desires to resume teaching in the fall of the subsequent school year and so notifies the Personnel Office by February 1 of the intention to resume teaching, the teacher shall be assigned the teaching position previously held by seniority and license or a comparable position.

8-1-2-3-3 Subsequent School Year Salary: A teacher returning from maternity leave will be placed at the same step of the salary schedule the teacher was on when the leave commenced unless 10-10-1 of this Agreement would mandate another full or one-half increment.
Sick Leave Benefits: Pregnancy-related disability shall be treated the same as any other disability. At the teacher's discretion the provisions of this section may be utilized separately or in conjunction with the maternity leave provisions described in 8-1-2. The sick leave provisions described in 8-2-2 shall be available for pregnancy related disability.

A licensed physician's statement, submitted at the time a pregnant teacher requests sick leave benefits, will determine a reasonable period of time in which the patient is judged by medical criteria to be unable to perform employment responsibilities.

The individual in question may choose not to use the sick leave provision in Section 8-2-2, in which case the individual would have the right to request a leave of absence as provided in this section.

A teacher may choose to use a combination of sick leave for a reasonable length of time as determined by a licensed physician's statement and leave of absence for a further extended period of time.

Federal Programs: Teachers enlisting or participating in Federal programs may be granted leaves of absence of up to two years with credit for these years of experience on the salary schedule and seniority lists. Teachers who elect to take a year or more of leave to teach in another school district in this country, or abroad, aside from experiences in Federal programs set forth above, shall receive no credit for those years of experience on the District 281 salary schedule or on the seniority list.

Part-Time Teaching Provision for Teachers with 20 or More Years of Allowable Minnesota TRA Service: In accordance with Minnesota Statute 354.66, the Board will make an effort to grant teachers a part-time teaching assignment provided a part-time position exists for which the teacher is qualified. Approval of the teacher's principal or immediate supervisor and the Personnel Office is required. Applications for state approved part-time employment must be received by the District Personnel Office no later than February 1, of the school year prior to that to which it would apply.

Extended Leaves of Absence: In accordance with Minnesota Statute 125.60 the board will make an effort to grant extended leaves of absence to any qualified teacher. Approval of the Personnel Office is required. Applications for state approved extended
leaves must be received by the District Personnel Office no later than February 1 of the school year prior to that to which it would apply.

8-1-6 Federat'jn or Government Services: Leaves will be granted for teachers who apply for such leave because they are elected or appointed to perform service for the Federation or who are elected to a state or federal office in government. 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.

8-1-7 Other Leaves of Absence Without Pay:

8-1-7-1 Purpose: Leaves without pay will be considered for the following purposes: study, teaching in a foreign country, accompanying spouse on temporary assignment out of the area, rest, travel, recuperation, or other purposes approved by the School Board.

8-1-7-2 Tenure Requirements: A minimum of three consecutive years of teaching in the district shall be required to qualify for a leave of absence without pay under Section 8-1-7.

8-1-7-3 Length of Leaves: The duration of these leaves without pay shall be for one year. Normally, the School Board will grant one leave per teacher every five years.

8-1-7-4 Seniority: Teachers who are granted a leave under Section 8-1-7 do not accrue seniority for the time of the leave.

8-1-8 Medical Leave: A teacher may request in writing to be placed on medical leave. Teachers granted such leave shall continue to accrue seniority in accordance with Section 5-21-4-5.

8-2 Leaves of Absence With Pay:

8-2-1 Sabbatical Leaves: The Board will grant a number of sabbatical leaves which is equal to .8 of one percent of the number of full-time equivalencies (FTE's) included in the teachers' bargaining unit.

8-2-1-1 Qualifications: Teachers shall be eligible for a sabbatical leave after each seven 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.

8-2-1-2 Time To Apply: Applications for sabbatical leave must be made on forms available in the office of the superintendent on or before February 1. Successful applicants will be notified on or before April 1.
Salary: The sabbatical salary for a teacher with seven to 10 years of experience in District 281 shall be 50 percent and a teacher with 10 years 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.

Requirements: (1) The teacher will undertake a program which 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 and have attained at least a BA degree; (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 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 advisor and the superintendent.

Supplemental Compensation: The teachers on sabbatical leave may augment their sabbatical salary with aides, 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.

Return Requirement: The teacher must agree to serve as assigned in District 281 schools for two 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 years.

Return Privileges: A teacher returning from sabbatical leave shall have the right to return to the same building and position vacated with the provisions that (1) the building is still open; and (2) the teacher is entitled to the position by seniority date. The teacher shall notify the Personnel Office by December 1 of the intent to return to the original position. If the number of teachers in a building department or elementary grade level from which a teacher is granted a sabbatical leave is reduced effective for the year
the teacher is scheduled to return, the teacher in that building department or elementary grade level to be transferred out of the building would be the one who transferred in during the year the teacher was on sabbatical leave.

8-2-2  

**Sick Leave:** Sick leave of 10 days will be granted for each school year and shall accumulate without limit. All absences pertaining to illness, medical, or dental appointments shall be deducted from sick leave.

8-2-2-1  

**Critical Illness:** Five days of sick leave may be used by a teacher for critical illness or surgery in the immediate family which shall be defined as wife, husband, children, parents, and legal guardian. Requests to have such leaves deducted from sick leave are to be directed through the principal's office to the Personnel Office. All leaves will be deducted from salary unless approved by the personnel administrator.

8-2-2-2  

**Death:** Five days of sick leave may be used by a teacher because of death in the family which shall be defined as wife, husband, children, parents, sisters, brothers, grandparents, grandchildren, legal guardian, and corresponding in-laws. Requests to have such leaves deducted from sick leave are to be directed through the principal's office to the Personnel Office. All leaves will be deducted from salary unless approved by the personnel administrator.

8-2-3  

**Sick Leave Pool:** The School Board agrees to maintain a sick leave pool. Sick leave pool by-laws will appear in the Faculty Manual.

8-2-4  

**Personal Leave:** Each teacher shall be granted up to three days of personal leave per year without salary deduction for the following reasons only:

1. Attendance at the funeral of a close friend.
2. Attendance at the funeral of a relative NOT in the immediate family. (Requests for attendance at the funeral of the immediate family should be submitted on the form entitled, Family Emergency Leave Application).
3. Legal obligations which cannot be consummated outside of school hours and which are not related to a second source of income. These shall be limited to hearing appearances required by a Court or other county, state, or federal agencies, a house closing or the settlement of an estate in the immediate family. (Definition of immediate family: wife, husband, children, and parents.) A teacher who is appointed an executor of a Will shall also be permitted to take personal leave under this section.
4. Attendance at a non-district function at which the teacher will be receiving a unique or special personal award.

5. Attendance at the college graduation or wedding of members of the immediate family. (Definition of immediate family: wife, husband, children, parents).

6. Job interviews for teachers who have received unrequested leave notices and who are interviewing for a full-time job.

7. Home emergencies such as flooded basements, fires and storm damage. (Minor problems are not included, e.g., stove repairs.)

8. Attendance at events involving children who have reached a state, national, or international level of competition or performance. (Maximum one day per year)

9. Special examinations administered during working hours by a university or college in connection with a degree program.

10. A schedule change by a common carrier due to unforeseen circumstances.

11. Enrollment of children in kindergarten. (Maximum one day per child)

12. Enrollment or registration of children in college. (Other activities are not included, e.g., parent days, transportation to or from college. Maximum one day per child.)

13. Religious holidays. (See Section 5-14.)

14. Inclement weather, where the main avenue of travel is closed by the state highway department or where travel by automobile is otherwise impossible. This provision does not cover a teacher who is traveling from a residence or within the seven-county metropolitan area. A travel advisory or warning is not sufficient to establish that travel is impossible.

The Following Situations Are Not Covered Under Personal Leave:

1. Absence connected with a second income.

2. Absence involving personal recreation, social activities, or attendance at a convention or meeting with a spouse.

3. Interviews and examinations for employment other than that approved in number 6 above.

4. Critical illness, funerals, medical and dental appointments covered under sick leave.

The number of personal leave requests approved for any one school day shall not exceed the number equal to one percent of the total licensed staff. Request for such leave must normally be submitted at least three school days in advance to the Personnel Office.

8-2-5 Professional Leave: Professional leave may be granted to teachers to attend meetings, seminars, school visitation, etc., 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 office of the superintendent.
8-2-6 Federation Leave: Up to 15 days leave per year shall be granted upon the request of the Federation president for purposes related to the conduct of Federation business.

8-3 General Rules Governing Leaves of Absence:

8-3-1 Reassignment: Teachers returning from any authorized leave shall have the option of returning to the same or a similar staff position and station, if so qualified by seniority and license. (See Section 8-2-1-7 for Return Privileges of Teachers on Sabbatical Leave).

8-3-2 Benefits on Paid Leave: The School Board shall pay proportionate premiums for benefits which accrue to any teacher on leave with pay.

8-3-3 Benefits on Unpaid Leave: The Board shall allow the teacher to continue participation in benefit programs at no cost to the school district while the teacher on leave without pay unless prohibited by Minnesota statutes or by the agency or company involved.

ARTICLE IX

COMMUNICATIONS

9-1 Noncontractual Grievances:

9-1-1 Definition: A "Noncontractual Grievance" shall mean an alleged misapplication, misinterpretation, or violation of policy or practice governing or affecting licensed teachers which does not meet the definition of a grievance as set forth in items 4-1 of this Agreement and therefore cannot be processed under Article IV.

9-1-2 Procedure: The School Board and the Federation shall jointly establish a procedure for handling noncontractual grievances which shall include an opportunity for a final hearing by the School Board.

9-2 Educational Policy: The School Board and the Federation shall jointly maintain an Educational Policies Committee for the purpose of discussing educational policies and conditions of teacher employment not specifically regulated in this Agreement. Any committee recommendations shall be forwarded to the superintendent, the School Board, and the Federation. Educational Policy Committee guidelines are found in the teachers' handbook.

9-3 Building Communications: The principals' committee and the Federation's building 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 such minute will be approved by both parties.

ARTICLE X

BASIC SCHEDULES AND RATES OF PAY

10-1 Classification of Staff:

10-1-1 Regular Teachers: All regular teachers plus librarians, therapists, nurses, and instructional assistants come under the salary schedule and are assigned to 38 weeks of service.

10-1-2 More than 38-week Teachers: Those assigned to contracts for longer terms are paid by formula or prorated salaries based on the salary schedule.

10-1-3 Reduced Load (Part-time Teachers): Those teachers employed for a time period less than 1.000 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.

10-1-4 Hourly Rate LD: See Appendix C.

10-1-5 Off-campus Teachers: See Appendix D.

10-1-6 Hourly Rate LEP Teachers: See Appendix E.

10-1-7 Reserve Teachers: See Appendix F.

10-1-8 Summer School Teachers: See Appendix G.

10-1-9 Creative Play and Adventure Club Teachers: See Appendix H.

10-2 1983-84 and 1984-85 Salary Schedules: The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the 1983-84 and 1984-85 school years.

10-3 Extracurricular Salary Schedule: The wages and salaries reflected in the extracurricular schedule, marked Appendix B, attached hereto, shall be a part of this Agreement for the 1983-84 and 1984-85 school years.

10-4 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.

10-5 Schedule of Payments and Payment Practices:

10-5-1 Number of Payments: Teachers may select one of the following options:
a. Their annual salary will be payable in 26 equal installments.

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

b. Their annual salary will be payable in 21 equal installments.

10-5-2 Selection: Such selection must be made in writing before August 15 of any school year and shall remain in force year after year unless changed in writing by the teacher. New teachers shall select their options at the time of signing their contracts.

10-5-3 Paydays: All salary payments to 38, 40, and 42 week teaching staff members shall begin the second Friday after they report for their duties and will be paid bi-weekly afterwards. All teachers on more than 38 week assignments will be paid at regular bi-weekly intervals to coincide with the regular payroll dates.

10-5-4 Effect of Holidays and Recesses: When the date for regular salary payment occurs on a holiday or recess, salary checks shall be paid on the school day nearest to the date for regular salary payment.

10-5-5 Payment Location: Salary checks shall be sent to the building in which the teacher works. Itinerant teachers may arrange to have their checks delivered to a school which is convenient to them. Substitute teachers shall have their checks mailed to them in time so that they may receive their checks on the same day as other staff members.

Beginning January 1, 1979, teachers may choose to have their checks deposited directly in their financial institution, provided 20 percent of the unit apply for this option by December 1, 1978, and computer capability is available.

10-6 Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

10-6-1 Change of Training Level: The time for salary adjustments for change of training level will be September 1 and February 1 of a given school year. 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. A written request for change of training level with a transcript of credits earned shall be in the office of the superintendent by September 1 or February 1. The superintendent 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 a college or university. The other one-half credits may be local in-service credit.

10-6-2 Advanced 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.
10-6-3 Credits: Credit 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.

10-7 Career Increments: Career increments will be paid to teachers who meet the following requirements:

a. After 15 years of consecutive teaching in District 281
   BA-BA+45 $200
   BA+60-Ph.D $250

b. After 18 years of consecutive teaching in District 281
   $200
   $250

c. After 21 years of consecutive teaching in District 281
   $200
   $250

d. After 24 years of consecutive teaching in District 281
   $200
   $250

10-8 Outside Experience: Teachers accepting initial employment in District 281 shall receive credit on the salary schedule for up to a maximum of six years of 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.

10-9 Resignation and Reappointment: Teachers who resign from the district and subsequently are reappointed shall be placed on the salary step which they held at the time of resignation.

10-10 Credit for In-district Experience:

10-10-1 One-half Increment: One-half increment will be granted to a teacher on contract who teaches not fewer than 80 or more than 139 days. A full increment will be granted to a teacher on contract who teaches more than 139 days.

10-10-2 Substitute Experience: A substitute teacher in District 281 hired as a regular teacher shall be granted one year of salary credit for each 175 days of prior substitute service in District 281, provided such substitute service was performed during the period of two years immediately prior to the appointment.

10-11 Probation: The probation or trial period for a teacher before appointment to a permanent position shall be two years in District 281 or one year for those who have previously taught at least one year in Minnesota.

10-12 Training Level Qualifications: Training beyond high school graduation is interpreted as follows:

10-12-1 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.
Bachelor's Degree Plus 15 Quarter Credits: Requires that the 15 credits have all been earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Eight 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.

Bachelor's Degree Plus 30 Quarter Credits: Requires that the 30 credits have all been earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Fifteen 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.

Bachelor's Degree Plus 45 Quarter Credits: Requires that the 45 credits have all been earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Twenty-three 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.

Master's or Bachelor's Degree Plus 60 Quarter Credits: Requires that 60 credits must be earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Thirty 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. The master's degree shall be granted by an accredited graduate school.

Master's Degree Plus 15 Quarter Credits: Requires that the 15 credits must be earned after receiving the master's degree. Eight of such 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.

Master's Degree Plus 30 Quarter Credits: Requires that 30 credits must be earned after receiving the master's degree. Fifteen of such 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.

Master's Degree Plus 45 Quarter Credits: Requires that the 45 credits must be earned after receiving the master's degree. Twenty-three of such 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.

Specialist Degree or Master's Degree Plus 60 Quarter Credits: Requires that 60 credits must be earned after receiving the master's degree, with exception of graduate work for master's degree in social work. Thirty 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. The specialist degree must be granted by an accredited graduate school.
10-12-10 **Doctor's Degree:** Requires the granting of a doctor's degree by an accredited graduate school.

10-13 **Summer School:** All provisions in this section applicable to summer school will be printed in Appendix G.

10-14 **Severance Pay:**

10-14-1 **Eligibility:** All full-time teachers resigning at or after age 55, but prior to age 65 will receive severance pay which will be based on years of service and accumulated sick leave pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board. Age for purposes of severance pay will be determined in the same manner as age 70 is determined in Article XIII of this Agreement as it pertains to mandatory retirement. Severance pay shall not be granted to any teacher who is discharged by the school district.

10-14-2 **Basis of Pay:** The amount of severance pay shall be up to 100 days of the teacher's final salary as of September 1 of the first full year of teaching. Salary shall be defined as contract salary amount and shall not include any additional compensation for extracurricular activities, extended employment, or other extra compensation. A maximum of 50 days may be accumulated for years of service. A maximum of 50 days may be accumulated for unused sick leave.

10-14-3 **Years of Service:** Two days of severance pay will be paid for each full year of service as a teacher in the school district. One day of severance pay will be paid for each full year of service as a public school teacher outside of the school district. Provisions in 10-14-3 are subject to limitations noted in 10-14-2.

10-14-4 **Accumulated Sick Leave:** One-half day of severance pay will be paid for each full day of accumulated sick leave. Provisions in 10-14-3 are subject to limitations noted in 10-14-2.

10-14-5 **Amount of Pay:** Days accumulated toward severance pay as noted in 8-14-2, 8-14-3, and 8-14-4 shall be multiplied by the percentages noted below as they related to the teacher's age at time of retirement. The product of this multiplication will be the number of days severance pay to be paid to the teacher upon retirement.

Ages 55-60: 100%  
Ages 61: 80%  
Ages 62: 60%  
Ages 63: 45%  
Ages 64: 30%

10-14-6 **Time of Payment:** Severance pay shall be in one lump sum on a date no earlier than seven months following the date of retirement and no later than a date seven and one-half months following date of retirement or in equal installments to be paid annually commencing seven months after retirement and to continue over a period not to exceed five years. In case of the teacher's death, undrawn 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 days of the retiring teacher, then to the teacher's secondary beneficiary or estate.

ARTICLE XI

TEACHER WELFARE

11-1 Hospitalization and Major Medical: The School Board will participate in the hospitalization/medical insurance program by paying the following amounts toward the monthly premium costs of Blue Cross/Blue Shield or an approved HMO. Any additional cost of premium shall be borne by the employee and paid by payroll deduction.

Family Plan: 1983-84 -- Effective November 1, 1983, 75% of monthly premium cost up to maximum of $145.83/month.  
1984-85 -- Effective November 1, 1984, 75% of monthly premium cost up to maximum of $160.42/month.

1984-85 -- Effective November 1, 1984, monthly premium cost up to maximum of $67.33/month.

The Health Insurance Family plans will include coverage for all children up to the age of 23 as long as they are students of an accredited secondary or post-secondary school.

11-2 Long Term Disability Insurance: The School Board will participate in the long term disability insurance program, providing 75 percent of licensed staff enroll, on the following basis: The Board will pay one-half of the annual premium to all licensed teachers who participate in the program. 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. If the teacher requests it, the School Board will pay to those participants who have accumulated over 65 days of sick leave the regular income with one-third day subtracted from the total number of remaining sick leave days until all sick leave has been used in full, or the teacher requests such payment be discontinued.

11-3 Term Life Insurance: Each teacher may participate in the group life insurance program by carrying one basic unit of term insurance in an amount equal to 1 x annual salary and the Board will pay 75 percent of the annual premium. Three additional units of term insurance in the amount of 3 x annual salary may be purchased through the group, with the cost to be borne by the employee. At least 100 employees district wide must qualify for the second and third units before these additional units become available to other teachers. Teachers must sign a Certificate of Insurability after which the insurance carrier will determine whether or not the individual qualifies for the additional units.
Dental Insurance: The School Board will pay 100 percent of the annual single premium, and 80 percent of the family premium for teachers who participate in the district group dental insurance plan. Seventy-five percent of all district employees eligible for the family plan, who do not already participate in another group dental insurance plan, must apply for the District Dental Insurance Plan before it becomes operative.

Retired Teachers: Retired teachers shall have the option of remaining within the group at no cost to the district unless prohibited by Minnesota statutes or by the agency or company involved.

Authorized Deductions: Teachers may individually and voluntarily authorize deductions for credit unions, bank savings plans, tax sheltered annuities, and savings bonds.

Part-time Teachers and Hourly Rate Teachers: Teachers who teach 20 hours or more per week will be eligible for hospitalization and life insurance. Teachers who teach 25 hours or more will be eligible for long term disability.

Hospitalization and Major Medical: The School Board will participate in the hospitalization/medical insurance program by paying one-half of what it pays for full-time employees toward the monthly premium for Blue Cross/Blue Shield or the monthly HMO premium. Any additional premium shall be borne by the employee and paid by payroll deduction.

Long Term Disability Insurance: The School Board will pay one-fourth of the annual premium to all licensed teachers who participate in the program. 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. If the teacher requests it, the School Board will pay to those participants who have accumulated over 65 days of sick leave the regular income with one-third day subtracted from the total number of remaining sick leave day until all sick leave has been used in full, or the teacher requests such payment be discontinued.

Term Life Insurance: Each teacher may participate in the group life insurance program by carrying term insurance in an amount equal to 1 x annual salary and the School Board will pay 37.5 percent of the annual premium. Additional units of term insurance in the amount of 3 x annual salary may be purchased through the group with the cost to be borne by the employee. At least 100 employees district wide must qualify for the second and third units before these additional units become available to other teachers. Teachers must sign a Certificate of Insurability after which the insurance carrier will determine whether or not the individual qualifies for the additional units.

Dental Insurance: Part-time employees working at least 20 hours per week will be eligible for single coverage only, with the board paying 100 percent of the premium.
11-8 Early Retirement: Any teacher of district 281 who is a member of the District 281 major medical and hospitalization group plan, who has 12 years of employment in the school district, and who retires following the age of 55 may continue as a member in the insurance group until age 65. The School District will pay the same percentage of premiums as paid for other members of the group until the retiree reaches age 65. The School Board may grant this same benefit to teachers reaching age 55 with less than 12 years of employment.

ARTICLE XII

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 XIII

RETIREMENT

A teacher's contract will be automatically terminated at the end of the school year if the teacher reaches age 70 on or prior to the end of the academic year. For purposes of this Article, an academic year shall be deemed to begin September 1 and end August 31.

ARTICLE XIV

DURATION AND EFFECT

14-1 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.

14-2 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.

14-3 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.

14-4 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.
Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 1983, through June 30, 1985. If either party desires to modify or amend this Agreement commencing on July 1, 1985, they shall give written notice of such intent no later than May 1, 1985. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.
ARTICLE XV

COLLECTIVE BARGAINING CONTRACT

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 contact is signed. One hundred copies shall be furnished to the Federation.

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

THE ROBBINSDALE FEDERATION OF TEACHERS, LOCAL 872

AMERICAN FEDERATION OF TEACHERS AFL-CIO

President

Chairperson

Chief Negotiator

Chairperson, Negotiation Back-up Committee

Chief Negotiator

Dated this 13 day of December, 1983
### 1983-84 District 281 Salary Schedule

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APPENDIX A

1984-85 District 281 Salary Schedule

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ARTICLE I — SALARY CALCULATIONS AND GENERAL PROCEDURES

1-1 Salary: Salary is determined by multiplying the ratio times the previous year’s top MA salary lane $30,567 for 1982-83, and $32,401 for 1983-84.

1-2 Experience: Beginning with the ninth year of experience as coach or director in the same activity, the salary as calculated 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 boys or girls, the position head or assistant, or the level elementary, junior, or senior high school.

1-3 Reports and Payment:
   A. The sponsor of each activity which has a fee attached shall make a report in duplicate to the principal. One copy shall be forwarded to the assistant superintendent.
   B. Payment of extracurricular salaries shall be made as scheduled in the District 281 Faculty Handbook.

1-4 Procedure for Requesting Additional Assistant Coaches: If a coach feels the number of students participating in a sport necessitates an additional coach, it would be discussed with the athletic director or coordinator and principal. If the three agree a coach is necessary, they shall submit a written request which shall be signed by all three and then submitted to the assistant superintendent. The assistant superintendent shall give a reply within 10 days.

1-5 Junior High Schools: All appointments to positions under Article III, Junior High Schools, shall be made by the junior high school building principal.

Because we have three junior high school buildings, we wish to maintain some degree of uniformity in the programs offered to the student body in each building. Close cooperation between building principals and the central office must be maintained.

The sponsor of each activity which has a fee attached thereto must make a report at the end of the session to the building principal. These reports will be submitted in duplicate and one copy shall be forwarded to the assistant superintendent. They will include a schedule of the number of games played, scores, number of students participating throughout the season, and complete evaluation of the entire extra activity program annually.

A complete list of all appointments made by the principal under this schedule shall be filed in duplicate with the assistant superintendent by the end of the first week of school.
Scheduled Levels: Where more than one scheduled level of an activity is mandated by the high school league, where at least 2/3 of the 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.

Posting Extracurricular Positions:

1. When a vacancy occurs in an extracurricular position, the principal shall make it known to the building staff through the Principal's Bulletin. The principals may also make the vacancy known to the district staff through the Direct Line or the Personnel Report.

2. If the position is not filled by a member of the building staff the principal shall publish notice in the Direct Line or the Personnel Report.

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 school days following notice in the Direct Line or the Personnel Report. As the Direct Line or the Personnel Report is 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.

Filling of Vacancies: The principal is given final authority to fill all positions listed in the extracurricular portion of the collective bargaining agreement unless directed not to by the School Board or the assistant superintendent.

In filling extracurricular positions, the principal shall normally choose bargaining unit employees over nonbargaining 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 nonbargaining unit employee for an extracurricular position for which one or more bargaining employees have applied, the principal shall inform the bargaining unit employee(s) as to the reasons, but only when requested to do so by the bargaining unit employee(s). The reason(s) shall be either verbal or written based upon the employee's request.

If neither the School Board or the assistant superintendent have ordered a principal not to fill a certain position listed in the collective bargaining agreement, and yet the principal has chosen not to fill the position, a teacher, parent, or student may appeal to the assistant superintendent.
ARTICLE II -- SENIOR HIGH SCHOOL ACTIVITIES

2-1 Athletic: The beginning and conclusion of the season will be as outlined in the Minnesota State High School League Handbook.

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### OTHER:

1. **Athletic Director**
   - Ratio: .15*
   - 1983-84: 4,585
   - 1984-85: 4,860
   - The athletic director will be a liaison officer between the administration and all athletic coaches. This person will be responsible for schedules, officials, facilities, equipment selection, budget, and act as an advisor in the selection and placement of coaches.

2. **Bursar**
   - Ratio: .042
   - 1983-84: 1,285
   - 1984-85: 1,360
   - The bursar will be responsible for all monies collected at all athletic contests and nonathletic events. This person will supervise the sale of tickets for games, plays, musicals, and other extracurricular activities where tickets and money have to be accounted for.

*The experience factor described in 1-2 does not apply to these activities.*
3. **Equipment Manager** — To be responsible for care, storage, issuing, and inventorying all athletic equipment in the senior high school buildings.

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</tbody>
</table>

4. **Intramurals** — Each supervisor will be paid on the basis of each session. The number of supervisors to be determined by the athletic director and principal. $2,000 budgeted per year.

5. **Groundskeeper**: 200 hours per year at the hourly rate of $5.25

6. **Trainer**: \[ \text{Trainer (certified)} \] .065 \[ 1,985 \] \[ 2,105 \]

---

**2-2 NONATHLETIC**

**2-2-1 Dramatics**

1. **2-2-1-1 Full Length**

2. **2-2-1-2 Musical (Dramatics)**

   A. **Director**
   
   B. **Assistant Director**
   
   C. **Vocal Director**
   
   D. **Orchestra Director**

3. **2-2-1-3 Technical Director and Auditorium Manager**

   The technical director will be responsible for all technical work, which would include sceneries and art work needed on plays (all school productions) and for any work needed for special auditoriums and other events in the auditorium. This job will cover

   \[ \text{*The experience factor described in 1-2 does not apply to these activities.} \]
the entire year. The stage director will be responsible for the training of students to act as stage managers and light managers and would also be responsible for the care of all stage equipment and tools and would be on call for any equipment needed for plays or special auditoriums.

<table>
<thead>
<tr>
<th>Ratio</th>
<th>1983-84</th>
<th>1984-85</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-2-1-4</td>
<td>Speech Coach</td>
<td>.067</td>
</tr>
<tr>
<td></td>
<td>Assistant Coach</td>
<td>.04</td>
</tr>
</tbody>
</table>

The coach and one assistant will be allowed $5 per event judged at a contest. The difference between the number of students entering a contest and the maximum of 15 will be deducted at $47 per pupil.

<table>
<thead>
<tr>
<th>Ratio</th>
<th>1983-84</th>
<th>1984-85</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-2-1-5</td>
<td>Debate Coach</td>
<td>.067</td>
</tr>
<tr>
<td></td>
<td>Assistant Coach</td>
<td>.04</td>
</tr>
</tbody>
</table>

Coaches will be allowed $5 for each debate judged at tournaments. The number of debates for which pay will be allowed is limited to 35 rounds.

<table>
<thead>
<tr>
<th>Ratio</th>
<th>1983-84</th>
<th>1984-85</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-2-1-6</td>
<td>One-act Plays</td>
<td>.012</td>
</tr>
<tr>
<td></td>
<td>One-act Plays (State Contest or Touring Play)</td>
<td>.0235</td>
</tr>
</tbody>
</table>

2-2-2 Music

<table>
<thead>
<tr>
<th>Ratio</th>
<th>1983-84</th>
<th>1984-85</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-2-2-1</td>
<td>Band Director</td>
<td>.05</td>
</tr>
<tr>
<td></td>
<td>Marching Band</td>
<td>.045</td>
</tr>
</tbody>
</table>

The band director will be in charge of all band activities for the entire year and will be expected to participate in all home football games, and 20 other home games, special auditoriums, pep meetings, and graduation. The number of concerts for the year open to the public will depend upon the amount of interest.
<table>
<thead>
<tr>
<th>Code</th>
<th>Position</th>
<th>Ratio</th>
<th>1983-84</th>
<th>1984-85</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-2-2-2</td>
<td>Assistant Band Director</td>
<td>.017</td>
<td>$520</td>
<td>$550</td>
</tr>
<tr>
<td></td>
<td>(Beginning in 1982-83, if the principal and assistant band director mutually agree to assign the assistant band director three pep band appearances, which shall be in addition to the 10 appearances assigned the band director, the ratio for that assistant band director shall be .023 or .006 additional.)</td>
<td>.023</td>
<td>705</td>
<td>745</td>
</tr>
<tr>
<td>2-2-2-3</td>
<td>Assistant Marching Band</td>
<td>.017</td>
<td>520</td>
<td>550</td>
</tr>
<tr>
<td>2-2-2-4</td>
<td>Orchestra Director</td>
<td>.032</td>
<td>980</td>
<td>1,035</td>
</tr>
<tr>
<td>2-2-2-5</td>
<td>Choir Director</td>
<td>.05</td>
<td>1,530</td>
<td>1,620</td>
</tr>
<tr>
<td></td>
<td>The choir director will be responsible for all vocal musical activities, will be asked to participate in PTA programs, holiday programs, and other events. This person will also present one or more concerts through the year, depending on the amount of interest.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-2-3-1</td>
<td>Annual</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-2-3-2</td>
<td>Newspaper</td>
<td>.06</td>
<td>1,835</td>
<td>1,945</td>
</tr>
<tr>
<td></td>
<td>This person will have charge of all collections, bookkeeping, handling of money, and schedules for pictures for the annual.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-2-3-3</td>
<td>Duplicating School Programs*</td>
<td>50-300</td>
<td>50-300</td>
<td></td>
</tr>
<tr>
<td></td>
<td>*The experience factor described in 1-2 does not apply to this activity.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-2-4 OTHER</td>
<td>Ratio</td>
<td>1983-84</td>
<td>1984-85</td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>-------</td>
<td>---------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>2-2-4-1 Advisors -- pompom, dance-line, flagtwirlers...</td>
<td>.01</td>
<td>$305</td>
<td>$325</td>
<td></td>
</tr>
<tr>
<td>2-2-4-2 Cheerleader Advisor</td>
<td>.028</td>
<td>855</td>
<td>905</td>
<td></td>
</tr>
<tr>
<td>2-2-4-3 Chess</td>
<td>.0115</td>
<td>350</td>
<td>375</td>
<td></td>
</tr>
<tr>
<td></td>
<td>24 weeks</td>
<td>.023</td>
<td>705</td>
<td>745</td>
</tr>
<tr>
<td>2-2-4-4 Concessions (Chairperson)*</td>
<td></td>
<td>210</td>
<td>240</td>
<td></td>
</tr>
</tbody>
</table>

This person will be in complete charge of buying and setting up concessions for football and basketball and will also be in charge of hiring teachers and student helpers.

Helpers --
- Chairperson, football... per session 15 16
- Others, football....... per session 13 14
- Chairperson, basketball per session 11 12
- Others, basketball..... per session 11 12

2-2-4-5 Decorative Art Supervisor | .017 | 520 | 550 |

This person will be in charge of extra decorations for special events in school such as homecoming, prom, etc.

2-2-4-6 Student Council | .014 | 430 | 455 |

2-2-4-7 Tickets*

1. Ticket takers and others (football) per game... 12 13
2. Ticket sellers (football) per game.............. 16 17
3. Ticket seller -- head 19 20

*The experience factor described in 1-2 does not apply to these activities.

50
ARTICLE III -- JUNIOR HIGH SCHOOL ACTIVITIES

3-1 ATHLETIC:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Ratio</th>
<th>1983-84</th>
<th>1984-85</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-1-1 Basketball</td>
<td>.06</td>
<td>$1,835</td>
<td>$1,945</td>
</tr>
<tr>
<td>3-1-2 Cross Country</td>
<td>.05</td>
<td>1,530</td>
<td>1,620</td>
</tr>
<tr>
<td>3-1-3 Football</td>
<td>.06</td>
<td>1,835</td>
<td>1,945</td>
</tr>
<tr>
<td>3-1-4 Golf</td>
<td>.05</td>
<td>1,530</td>
<td>1,620</td>
</tr>
<tr>
<td>3-1-5 Gymnastics</td>
<td>.06</td>
<td>1,835</td>
<td>1,945</td>
</tr>
<tr>
<td>3-1-6 Soccer</td>
<td>.06</td>
<td>1,835</td>
<td>1,945</td>
</tr>
<tr>
<td>3-1-7 Softball</td>
<td>.06</td>
<td>1,835</td>
<td>1,945</td>
</tr>
<tr>
<td>3-1-8 Swimming</td>
<td>.05</td>
<td>1,530</td>
<td>1,620</td>
</tr>
<tr>
<td>3-1-9 Tennis</td>
<td>.05</td>
<td>1,530</td>
<td>1,620</td>
</tr>
<tr>
<td>3-1-10 Track</td>
<td>.06</td>
<td>1,835</td>
<td>1,945</td>
</tr>
<tr>
<td>3-1-11 Volleyball</td>
<td>.06</td>
<td>1,835</td>
<td>1,945</td>
</tr>
</tbody>
</table>

A maximum of eight basketball coaches is allowed each school including both boys and girls coaches.

3-1-2 Cross Country (boys/girls) ........ .05 1,530 1,620
If boys/girls combined ............ .06 1,835 1,945

3-1-3 Football (boys)
1. Head Ninth Grade Coach........... .06 1,835 1,945
2. Ninth Grade Assistant Coach..... .05 1,530 1,620
3. Others (two to three coaches, depending on number of students participating) .045 1,375 1,460

3-1-4 Golf (Ninth grade competition -- boys/girls)............. .05 1,530 1,620

3-1-5 Gymnastics (boys/girls)
1. Head................................ .06 1,835 1,945
2. Assistant.......................... .05 1,530 1,620

3-1-6 Soccer (boys)
1. Head................................ .06 1,835 1,945
2. Assistant.......................... .05 1,530 1,620

3-1-7 Softball (girls)
1. Head Ninth Grade Coach........... .06 1,835 1,945
2. Assistant.......................... .05 1,530 1,620

3-1-8 Swimming (boys/girls)
1. Ninth Grade....................... .06 1,835 1,945
1. Seventh-Eighth Grade............ .05 1,530 1,620

3-1-9 Tennis (Ninth grade competition -- boys/girls)............. .05 1,530 1,620

3-1-10 Track (boys/girls)
1. Head Ninth Grade Coach........... .06 1,835 1,945
2. Others (Seventh and eighth grades) .05 1,530 1,620

3-1-11 Volleyball (girls)
1. Head................................ .06 1,835 1,945
2. Assistant.......................... .05 1,530 1,620
3-1-12 Wrestling (boys)

<table>
<thead>
<tr>
<th>Ratio</th>
<th>1983-84</th>
<th>1984-85</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Head</td>
<td>.06</td>
<td>$1,835</td>
</tr>
<tr>
<td>2. Assistant</td>
<td>.05</td>
<td>1,530</td>
</tr>
</tbody>
</table>

3-1-13 OTHER

1. Coordinator of Student Activities | .08 | 2,445 | 2,590 |

The coordinator shall be a liaison officer between the principal and the coaches and directors of student activities. The coordinator will be responsible for scheduling extracurricular contests for ninth grade and for scheduling gymnasiums and activity rooms within the junior high school building. The coordinator may conduct the physical examinations for athletes.

2. Equipment Manager -- To be responsible for care, storage, issuing, and inventorying of all athletic equipment within the junior high school building.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Ratio</th>
<th>1983-84</th>
<th>1984-85</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Boys equipment</td>
<td>.031</td>
<td>950</td>
<td>1,005</td>
</tr>
<tr>
<td>2. Girls equipment</td>
<td>.031</td>
<td>950</td>
<td>1,005</td>
</tr>
<tr>
<td>3. Football equipment</td>
<td>.022</td>
<td>670</td>
<td>715</td>
</tr>
</tbody>
</table>

3. Golf, Archery, Tennis, Bowling (15 participants for 12 sessions) | .0085 | 260 | 275 |

3-2 NONATHLETIC

3-2-1 Auxiliary Services (per session)*
($2,500 budgeted per year per school)

<table>
<thead>
<tr>
<th>Ratio</th>
<th>1983-84</th>
<th>1984-85</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chess: 24 weeks</td>
<td>.023</td>
<td>705</td>
</tr>
<tr>
<td>12 weeks</td>
<td>.0115</td>
<td>350</td>
</tr>
</tbody>
</table>

3-2-3 Debate (Ninth grade interschool competition)

<table>
<thead>
<tr>
<th>Ratio</th>
<th>1983-84</th>
<th>1984-85</th>
</tr>
</thead>
<tbody>
<tr>
<td>.021</td>
<td>640</td>
<td>680</td>
</tr>
</tbody>
</table>

3-2-4 Magazine

<table>
<thead>
<tr>
<th>Ratio</th>
<th>1983-84</th>
<th>1984-85</th>
</tr>
</thead>
<tbody>
<tr>
<td>.0033</td>
<td>100-</td>
<td>105-</td>
</tr>
<tr>
<td>.023</td>
<td>705</td>
<td>745</td>
</tr>
</tbody>
</table>

3-2-5 Music -- This payment is for all concerts, contests, and extra groups held during the entire school year. Amounts are maximum for one person in that assignment.

<table>
<thead>
<tr>
<th>Ratio</th>
<th>1983-84</th>
<th>1984-85</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Band</td>
<td>.016</td>
<td>490</td>
</tr>
<tr>
<td>2. Orchestra</td>
<td>.014</td>
<td>430</td>
</tr>
<tr>
<td>3. Vocal</td>
<td>.0125</td>
<td>380</td>
</tr>
</tbody>
</table>

*This experience factor described in 1-2 does not apply to this activity.
ARTICLE IV -- ELEMENTARY SCHOOL ACTIVITIES

4-1 ATHLETIC

4-1-1 Coaches (12 weeks, 24 sessions)......... .02  610  650
4-1-2 Coaches (12 weeks, 48 sessions)......... .04  1,225  1,295
4-1-3 Coordinator -- Spring (12 weeks)....... .04  1,225  1,295
4-1-4 Coordinator -- Fall (12 weeks)......... .04  1,225  1,295

4-2 NONATHLETIC

4-2-1 Chess coach (24 weeks)................... .023  705  745
4-2-2 Chess coach (12 weeks)................... .0115  350  375
4-2-3 Chess coordinator........................ .025  765  810
4-2-4 Music (per school)
   1. Band.................................... .0017  50  55
   2. Choir.................................... .0017  50  55
   3. Orchestra............................... .0017  50  55
4-2-5 Music -- District choir accompanist ....... .0149  455  485
   Choir accompanist......................... .001  30  32
   Music -- District choir or orchestra
   director................................. .02  610  650
### ARTICLE V — DISTRICT-WIDE ACTIVITIES*

<table>
<thead>
<tr>
<th>Activity</th>
<th>Ratio</th>
<th>1983-84</th>
<th>1984-85</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curriculum Writing (per hour)</td>
<td>.0004</td>
<td>$12.25</td>
<td>$12.95</td>
</tr>
<tr>
<td>Detention</td>
<td>.0225</td>
<td>690</td>
<td>730</td>
</tr>
<tr>
<td>Driver Training Instruction (per hour)</td>
<td>.00038</td>
<td>11.60</td>
<td>12.30</td>
</tr>
<tr>
<td>Driver Education at night school</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(same as summer school)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Motorcycle Training Coordinator</td>
<td>.0056</td>
<td>170</td>
<td>180</td>
</tr>
<tr>
<td>Motorcycle Training Instruction (per hour)</td>
<td>.00042</td>
<td>12.85</td>
<td>13.60</td>
</tr>
<tr>
<td>Secondary Department Chairperson</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.0 - 3.4 teachers -- 2 days released time</td>
<td>.0075</td>
<td>230</td>
<td>245</td>
</tr>
<tr>
<td>3.5 - 9.4 teachers -- 4 days released time</td>
<td>.0149</td>
<td>455</td>
<td>485</td>
</tr>
<tr>
<td>9.5 - 14 teachers -- 6 days released time</td>
<td>.018</td>
<td>550</td>
<td>585</td>
</tr>
<tr>
<td>Over 14 teachers -- 8 days released time</td>
<td>.0225</td>
<td>690</td>
<td>730</td>
</tr>
<tr>
<td>Supervision of Student Teachers (4-6 weeks)</td>
<td>.0017</td>
<td>50</td>
<td>55</td>
</tr>
<tr>
<td>(7-23 weeks)</td>
<td>.0035</td>
<td>105</td>
<td>115</td>
</tr>
<tr>
<td>Swimming Pool Director, District</td>
<td>.1</td>
<td>3,055</td>
<td>3,240</td>
</tr>
<tr>
<td>Swimming Pool Director, Building</td>
<td>.09</td>
<td>2,750</td>
<td>2,915</td>
</tr>
<tr>
<td>Swimming Pool Director, Summer</td>
<td>.03</td>
<td>915</td>
<td>970</td>
</tr>
<tr>
<td>Swimming Pool Instructor, Certified</td>
<td></td>
<td>5-10</td>
<td>5-11</td>
</tr>
<tr>
<td>Swimming Pool Supervisors (halls, etc.)</td>
<td></td>
<td>6.50</td>
<td>7.00</td>
</tr>
</tbody>
</table>

*The experience factor described in 1-2 does not apply to these activities.
Application of Contract for Hourly Rate Special Education Teachers

Hourly Rate Special Education Licensed Teachers: It is understood by the Federation and the District that all provisions of the collective bargaining contract, except sections 5-16, 5-18, Article VI, 10-8, and 10-10, apply to that class of employees referred to as hourly rate special education 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 C.

1. Conference Time: Hourly rate special education teachers shall be paid at their regular hourly rate for approved conference time with parents and teachers.

2. Preparation Time: Hourly rate special education teachers will receive and be paid for seven minutes of preparation time for each full hour of assigned teaching time up to a maximum of 42 minutes.

3. Insurance: See 11-7 for hourly rate special education teachers' insurance benefits.

4. Seniority: See 5-21-4-3 and 5-21-4-4.

5. Salary: Beginning with the 1975-76 school year, the hourly rate special education licensed teachers shall be placed on the teachers' salary schedule at their appropriate training levels and at the following steps for their in-district hourly rate teaching experience: 0-4 years -- Step 1; 5-9 years -- Step 2; 10+ years -- Step 3.

Their hourly salary shall be prorated at the rate of one hour of teaching being equal to .15 of a contract teacher's daily salary at the same step and lane. Such hourly rate special education licensed teachers shall thereafter advance one step on the salary schedule for each subsequent and continuous year of service. See 10-10-1 for half step increments.

6. Change of Status:

A. To Hourly Rate Special Education: A regular contract special education teacher, an off-campus teacher, or an LEP teacher, who is hired as an hourly rate special education teacher, shall be placed on the hourly rate special education salary schedule at the same step and lane previously held, plus one year whichever is higher.

B. From Hourly Rate Special Education: An hourly rate special education teacher, who is hired as a contract teacher, an off-campus teacher, or an LEP teacher, who is hired as an hourly rate special education teacher, shall be placed on appropriate teacher's salary schedule at the same step and lane previously held on the hourly rate special education salary schedule, plus one year whichever is higher.
Application of Contract to Teachers Employed in Off-campus Programs

Off-campus teacher shall mean those teachers assigned to the elementary or secondary psychiatric programs of the Golden Valley Health Center, those teachers assigned to the chemical dependency program, and other teachers with similar assignments who are agreed to be part of the off-campus category of the teachers' bargaining unit by the District and the Federation.

Off-campus Teachers: It is understood by the Federation and the District that all provisions of the collective bargaining contract, except sections 5-16, 5-17, 5-18, and Article VI apply to that class of employees referred to as off-campus 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 D.

1. **Seniority:** Teachers who are part of the off-campus category of the teachers' bargaining unit shall accrue seniority by area of license and within this category only. Their seniority date shall be their date of hire as an off-campus teacher. Off-campus teachers who are licensed as LD special education teachers and, who during 1979-80 and prior to that school year, had accrued seniority as Hourly Rate LD teachers, shall retain these years of LD seniority, but shall accrue only off-campus seniority beyond the 1979-80 school year.

2. **Credit for Outside Experience:** Off-campus teachers shall be credited with outside teaching experience according to 8-8 of the contract and for in-district experience according to 8-10.

3. **Salary:** Teachers employed in off-campus programs shall be paid an hourly rate salary which shall be prorated at one hour of teaching being equal to .15 of a contract teacher's daily salary at the same step and lane. Off-campus teachers shall advance one step on the salary schedule for each year of service. See 8-10-1 for half-step increments.

4. **Other Fringe Benefits:** These off-campus employees shall be eligible for all fringes and other benefits of the collective bargaining contract. If they work less than seven hours and 40 minutes, fringe benefits shall be paid according to 11-7.

5. **Conference Time:** Hourly rate special education teachers shall be paid at their regular hourly rate for approved conference time with parents and teachers.

6. **Preparation Time:** Hourly rate special education teachers will receive and be paid for seven minutes of preparation time for each full hour of assigned teaching time up to a maximum of 42 minutes.
Change of Status:

A. **To Off-campus:** A contract teacher, an hourly rate special education teacher or an LEP teacher, who is hired as an off-campus teacher, shall be placed on the off-campus salary schedule at the same step and lane previously held, plus one year whichever is higher.

B. **From Off-campus:** An off-campus teacher, who is hired as a contract teacher, an hourly rate special education teacher, or an LEP teacher, shall be placed on the appropriate teacher's salary schedule at the same step and lane previously held on the off-campus salary schedule, plus one year, whichever is higher.
Application of Contract to Hourly Rate LEP Teachers

Hourly Rate LEP Teachers: It is understood by the Federation and the District that all provisions of the collective bargaining contract, except sections 5-16, 5-17, 5-18, Article VI, 10-8, and 10-10 apply to that class of employees referred to as hourly rate LEP 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 E.

1. Insurance: See 11-7, for hourly rate LEP insurance benefits.

2. Seniority: there shall be a separate seniority list for hourly rate LEP teachers.

3. Salary: The pay of hourly rate LEP teachers shall be prorated at the rate of one hour of teaching being equal to .15 of a contract teacher’s daily salary at the same step and lane. Such hourly rate LEP teachers shall thereafter advance one step on the salary schedule for each subsequent and continuous year of service. See 10-10-1 for half step increments.

4. Change of Status:

   A. To Hourly Rate LEP: A contract teacher, an hourly rate special education teacher, or an off-campus teacher, who is hired as an hourly rate LEP teacher, shall be placed on the Hourly Rate LEP salary schedule at the same step and lane previously held, plus one year, whichever is higher.

   B. From Hourly Rate LEP: An hourly rate LEP teacher, who is hired as a contract teacher, hourly rate special education teacher, or an off-campus teacher, shall be placed on the appropriate teacher’s salary schedule at the same step and lane previously held on the hourly rate LEP salary schedule, plus one year, whichever is higher.
## Application of Contract to Reserve Teachers

<table>
<thead>
<tr>
<th></th>
<th>1983-84 PAY</th>
<th>1984-85 PAY</th>
<th>QUALIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Full-day</td>
<td>Half-day</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>$50</td>
<td>$27</td>
<td>A reserve teacher who has not accumulated 40 days of teaching for the year.</td>
</tr>
<tr>
<td>2</td>
<td>$57</td>
<td>$32</td>
<td>A reserve teacher who has accumulated 40 days of teaching for the year.*</td>
</tr>
<tr>
<td>3</td>
<td>$70</td>
<td>$73.50</td>
<td>A reserve teacher who replaces the same teacher for 10-15 consecutive teaching days.</td>
</tr>
<tr>
<td>4</td>
<td>$85</td>
<td>$89.25</td>
<td>A reserve teacher who replaces the same teacher for 16-79 consecutive teaching days.</td>
</tr>
</tbody>
</table>

*Carry over from previous year is counted.

For teachers with two-year certificate who may not teach in the classroom for 10 or more consecutive days.

<table>
<thead>
<tr>
<th></th>
<th>1983-84 PAY</th>
<th>1984-85 PAY</th>
<th>QUALIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Full-day</td>
<td>Half-day</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>$46</td>
<td>$26</td>
<td>A reserve teacher who has not accumulated 40 days of teaching for the year.</td>
</tr>
<tr>
<td>2</td>
<td>$53</td>
<td>$28</td>
<td>A reserve teacher who has accumulated 40 days of teaching for the year.</td>
</tr>
</tbody>
</table>
Summer School Employment

1. **Hiring:** Teaching positions in the summer school shall be filled by qualified teachers on the regular employed staff of the preceding school year, if such qualified teachers are available and file applications. Members of the teachers bargaining unit of School District 281, if qualified by license and experience, shall be priority over nonbargaining unit members in obtaining summer school employment.

2. **Pay Dates:** Salary payments shall be made in four installments, on every other Friday, beginning with the second Friday summer school is in session. If that day should coincide with a holiday, the checks shall be made available the day before the holiday.

3. **Leave of Absence:** Regular District 281 teachers who have taught a minimum of five consecutive years of summer school (full-time -- four hours) may apply, and will be granted a one-year leave of absence from summer school. The teacher may also apply for a one-year extension of the leave, such extension to be at the discretion of the summer school director and an assistant superintendent. The leave shall be unpaid. Dates for applying for the leave and for notifying the summer school director of intention to return shall be established by the administration.

4. **Salary:**

<table>
<thead>
<tr>
<th>Education Level</th>
<th>Ratio of Previous Year's MA Top Step</th>
<th>1984 Hourly Wage</th>
<th>1985 Hourly Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>BA-BA+45 Education Level</td>
<td>.0005</td>
<td>$15.30</td>
<td>$16.20</td>
</tr>
<tr>
<td>MA-Ph.D. Education Level</td>
<td>.00053</td>
<td>$16.20</td>
<td>$17.15</td>
</tr>
</tbody>
</table>
Creative Play and Adventure Club Teachers

Negotiations for this group have not been completed at the date of the signing of this collective bargaining agreement.
# Calendar for 1983-84

<table>
<thead>
<tr>
<th>Period</th>
<th>Duration</th>
<th>Days for Students</th>
<th>Days for Teachers</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Marking Period</td>
<td>September 6 - November 4</td>
<td>43 days</td>
<td>46 days</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Marking Period</td>
<td>November 7 - January 12</td>
<td>43 days</td>
<td>43 days</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Marking Period</td>
<td>January 23 - March 23</td>
<td>44 days</td>
<td>44 days</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth Marking Period</td>
<td>March 26 - June 8</td>
<td>46 days</td>
<td>48 days</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire Year</td>
<td></td>
<td>176 days</td>
<td>181 days</td>
</tr>
</tbody>
</table>

## School Not In Session

- August 30-31 - September 1
- September 2
- September 5
- October 21
- November 24-25
- December 26 - January 6
- February 20
- April 16-20
- April 23
- May 28

- Preschool Workshop (Holiday)
- Labor Day (Holiday)
- Teachers' Convention Day
- Thanksgiving Holidays (2)
- Winter Recess
- Presidents' Day (Holiday)
- Spring Recess
- Easter Monday (Holiday)
- Memorial Day (Holiday)
Calendar for 1984-85

First Marking Period

September 4 - November 2
43 days for students
46 days for teachers

Second Marking Period

November 5 - January 18
43 days for students
43 days for teachers

Third Marking Period

January 21 - March 22
44 days for students
44 days for teachers

Fourth Marking Period

March 25 - June 7
46 days for students
48 days for teachers

Entire Year

176 days for students
181 days for teachers

School Not In Session

August 28-29-30
August 31
September 3
October 19
November 22-23
February 18
April 1-5
April 8
May 27

Preschool Workshop
Labor Day (Holiday)
Teachers' Convention Day
Thanksgiving Holidays (2)
Presidents' Day (Holiday)
Spring Recess
Easter Monday (Holiday)
Memorial Day (Holiday)