Hennepin County, Minnesota Independent School District 281 School Board and Robbinsdale Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 872 (1991)
Hennepin County, Minnesota Independent School District 281 School Board and Robbinsdale Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 872 (1991)

Location
Hennepin Co., MN

Effective Date
7-1-1991

Expiration Date
6-30-1993

Number of Workers
1600

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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Collective Bargaining Agreement

Between

Independent School District 281
Hennepin County, Minnesota

and

Robbinsdale Federation of Teachers
Local 872
American Federation of Teachers

AFL - CIO

(Teachers)

1991-92  1992-93

INDEPENDENT SCHOOL DISTRICT 281
Robbinsdale Area Schools
Learning for a lifetime of growing
COLLECTIVE BARGAINING AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT 281
HENNEPIN COUNTY, MINNESOTA

and

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

1991-92  1992-93
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PREAMBLE

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

AGREEMENT

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

RECOGNITION

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

1-1 Terms and Conditions of Employment

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

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 Federation

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

1-4 School District

School district shall mean Independent School District 281.

1-5 School Board

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

1-6 PELRA

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

1-7 Other Terms

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

2-5 Affirmative Action

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

FEDERATION RIGHTS

3-1 Recognition

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

3-2 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.

3-3 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.

3-4 Use of School Buildings

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

3-5 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.

3-6 Use of Interschool Mail

The Federation shall have use of the interschool mail system of the district on matters regarding the Federation and related activities.
3-7 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.

3-8 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.

3-9 Federation Leave

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

ARTICLE IV

TEACHER RIGHTS

4-1 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.

4-2 Right To Discuss Complaints

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 V.

4-3 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.
4-4 Dues Checkoff

Teachers shall have the right to request and be allowed dues checkoff 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 the period provided in said authorization.

4-5 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.

4-6 Union Representation

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

ARTICLE V

GRIEVANCE PROCEDURES

5-1 Definition

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

5-2 Representation

5-2-1 School District

The administrator or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the administration's behalf.
5-2-2 The Grievant

The grievant shall be represented at all steps of the grievance procedure by the Federation, unless the Federation refuses to carry the grievance. In the event the Federation chooses not to process a grievance at any level, the grievant shall not be limited from proceeding independently or with representation other than the Federation. The grievant shall be present at all steps of the procedure 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.

5-2-3 The Federation

The Federation shall have the exclusive right to process all grievances on behalf of grievants. If the Federation refuses to carry a grievance and the grievant chooses to proceed as outlined in 5-2-2, the Federation shall be informed of all grievance hearings, shall be permitted to attend such hearings, and shall receive from the School Board or its representative, any correspondence between the parties. In the event a teacher uses a representative other than the Federation, the grievant or the grievant’s representative shall bear all costs normally borne by the exclusive representative.

5-3 Extension

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

5-4 Days

Reference to days regarding time periods in this procedure shall refer to school days. A school day is defined as all days teachers are required to be on duty.

5-5 Time Limits

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

5-6 Computation of Time

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a school holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a school holiday.
5-7 Filing and Postmark

The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

5-8 Adjustment of Grievances

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

5-8-1 First Level

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

The written grievance shall state the facts upon which it is based, the provisions in the agreement allegedly violated and the relief requested. Within five (5) school days after receipt of said written grievance, the supervisor or administrator shall discuss the allegation with the teacher in order to seek a satisfactory settlement of the grievance. The supervisor or administrator shall submit a decision in writing to the teacher, to the superintendent and to the Federation. If a satisfactory settlement cannot be reached within five (5) school days, the second level may be initiated within three (3) school days thereafter.

5-8-2 Second Level

Any teacher who has not received satisfactory settlement as outlined in the first level shall submit the grievance in writing with a letter of transmittal to the superintendent of schools. Within ten (10) school days of receipt of the grievance, the superintendent, or the superintendent's designate, shall meet with the aggrieved, the supervisor or administrator directly involved in an effort to reach a satisfactory settlement. The superintendent, or the superintendent's designate, shall render the superintendent's decision in writing to the parties involved, including the Federation. If a satisfactory settlement cannot be reached within ten (10) school days after the superintendent's hearing, the third level may be initiated within five (5) school days thereafter.
5-8-3 Third Level

Any licensed teacher who has not received a satisfactory settlement as outlined in the second level shall submit a grievance in writing to the School Board. The School Board shall have a hearing and rule on the grievance or refer the matter on to the fourth level within fifteen (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 fifteen (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 fourth level within five (5) school days thereafter. Otherwise, the decision of the School Board is final.

5-8-4 Fourth Level

Within said five (5) days, either party may request arbitration. The parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to submit a list of five arbitrators, providing such request is made within twenty (20) days after request for arbitration. The parties shall alternately strike names from the list of five until only one name remains 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.

5-9 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 provided the selection is consistent with 5-2-2. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

5-10 Decision

The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations to arbitration decisions as provided by in the PELRA, as amended. The arbitrator shall issue a written decision and order including findings of fact which should be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.
5-11 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).

5-12 Jurisdiction

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator, pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy.

5-13 Appearance and Representation

Hearings held under this procedure shall be conducted at a time and place 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.

5-14 Investigation of Grievances

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

5-15 Election of Remedies and Waiver

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this agreement, shall immediately thereupon waive any and all right to pursue a grievance under this article. Upon instituting a proceeding in another 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 VI
WORKING CONDITIONS

6-1 District Required Information and Reports

6-1-1 Personnel Information

Each teacher must submit a valid Minnesota teacher’s license, a teachers’ retirement fund certificate, a Social Security number, an official transcript of all college credits and a certificate of birth. This material will be kept on file in the human resources office during the entire time that the teacher is employed in the school system.

6-1-2 License

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

6-1-3 Health Reports

The School Board may require that a teacher furnish a certificate of good health from a licensed physician of the School Board’s choosing and expense. If the report of the physician shows that the teacher is physically and mentally unable to continue teaching, the provisions of Minnesota Statute 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 to duty is approved by the board. Required examinations for the staff, other than the requirement for employment, shall be at School Board expense.

6-2 Personnel Files

6-2-1 Availability of Personnel File

The teacher’s current personnel file shall be housed in the human resources office of District 281 and shall be available to the teacher at convenient times. All materials generated for such file shall be handled as stipulated in item 6-2-3, and no other teacher’s personnel file shall be kept. Convenient time is understood to mean that the human resources or superintendent’s office will arrange an appointment during regular business office hours or some other mutually convenient time when the teacher requests such an appointment. Current file will be defined as materials submitted and filed after September 1, 1970. The school district may destroy such files as provided by law.
6-2-2 Confidential Material

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

6-2-3 Material Filed

The teacher shall be given an opportunity to read material contained in the teacher's personnel file, except confidential material as defined in 6-2-1 and 6-2-2. Notification in writing shall be given to a teacher when material which supports disciplinary action, as described in Article IX, is placed in the teacher's personnel file. The teacher shall sign the copy to be filed, with the understanding that this means that the teacher has read the materials, but not that the teacher necessarily agrees with its contents. A representative from the office of the director of human resources will be present during this review.

6-2-4 Right To Answer Material Filed

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

6-2-5 Reproduction of Material Filed

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

6-3 Emergency Closings

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. If days lost by such emergencies result in the school year falling below the minimum required by law, days lost by such emergencies may be rescheduled by the school district after consultation with the District Employee Relations Committee.

6-4 Holidays

The following will be recognized as paid holidays: Labor Day, the third Friday in October (MFT teacher conference day), Thanksgiving Thursday and Friday, Martin Luther King’s Birthday, Presidents’ Day and Memorial Day.
6-5 Religious Holidays

Teachers may be granted up to two (2) days of leave with pay per year for observance of religious holidays. Teachers requesting time off for a religious holiday shall submit an application setting forth the full particulars to the director of human resources prior to the holiday and shall indicate whether such leave shall be deducted from accrued sick leave as set forth in 10-2-2 or personal leave as set forth in 10-2-4. Notwithstanding 10-2-4, in the event that the leave is granted as personal leave, such days will not be deducted from accrued sick leave.

In the years that it is necessary for some staff members to have three (3) school days for religious observances, an additional day may be granted upon application to the superintendent or the superintendent’s representative for approval.

6-6 School Calendar

The school calendar is set forth in Appendix I.

6-7 Length of School Day and Student Contact Time

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

6-8 Building Hours

The specific hours at any individual building may vary according to the needs of the educational program of the school district. The specific hours for each building will be designated by the School Board.

6-9 Additional Activities

In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the teacher’s basic day as is required by the School Board or its designated representative. The normal duties for teachers include a reasonable share of extracurricular, cocurricular and supervisory activities, as determined by the principal, superintendent or School Board. All teachers are expected to contribute up to eighteen (18) hours per year.
6-10 Vacancies and Postings

6-10-1 Vacancy

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

6-10-2 Other Vacancy

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

6-10-3 School Year Postings

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

6-10-4 Summer Postings

At the time Transfer Pool 2 closes, the district shall send an initial summer posting to all teachers who indicate interest in receiving such notice by filing their names and mailing addresses with the director of human resources prior to the last day of the school year for students. Information regarding additional vacancies shall be available by recorded message and interested teachers shall contact the director of human resources office. Seniority shall not be used as the basis for selection.
6-11 Teacher Preparation Time

Each teacher will be scheduled for an average of sixty (60) minutes per day planning time free from student contact. When a lyceum or planned school program falls at a time when a teacher is scheduled for planning time, the classroom teacher or the special-subject teacher may be required by the administration to attend and supervise students at the program, but in no case shall teachers be required to perform such duty more than twice in a single month, and no more than a total of six (6) times per year. 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 (2) per month with a maximum of twelve (12) per year.

6-12 Conference Time

All elementary teachers shall have four (4) days and all kindergarten teachers eight (8) days for parent/teacher conferences. When elementary or secondary teachers are scheduled for conferences, they shall receive a nonduty compensatory day for each two (2) evenings of work in accordance with the approved calendar.

6-13 Performance Improvement Program

The school district and the Federation have agreed upon a procedure for teacher evaluation which shall be called the Performance Improvement Program (PIP).

6-14 Dismissal and Suspension of Teachers

Procedures for dismissal and suspension of teachers are contained in Minnesota Statutes 125.12.

6-15 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.

6-16 Return Rights of Part-time Teachers

Part-time teachers, who were at one time full-time teachers in District 281, and who voluntarily accepted a part-time position, shall retain the right to return from part-time teaching to full-time teaching for any subsequent school year. Notification must be provided to the District human resources office on or before February 1.

Continuing contract teachers, who are employed in a part-time position in District 281, shall retain the right to return to a position of the same number of hours (FTE equivalent) for the subsequent school year by notifying the District human resources office on or before February 1.
ARTICLE VII
UNREQUESTED LEAVE, REINSTATEMENT AND SENIORITY

7-1 Unrequested Leave of Absence

7-1-1 Purpose

The purpose of this article is to set forth the plan negotiated pursuant to Minnesota Statute 125.12, subdivision 6a, providing the procedure whereby as many teachers as may be necessary may be proposed for placement on unrequested leave of absence and placed on unrequested leave of absence without pay or fringe benefits because of discontinuance of position, lack of pupils, financial limitations or mergers of classes caused by consolidation of districts.

7-1-2 Definitions

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

7-1-2-1 Probationary Teacher

A teacher in the appropriate bargaining unit, who has not completed the probationary requirements as set forth in Minnesota Statute 125.12, subdivision 3, and as set forth in 12-11 shall be considered a probationary teacher.

7-1-2-2 Continuing Contract Teacher

Any bargaining unit employee who has completed a probationary period in District 281 and who has not been discharged or advised of a refusal to renew the teacher’s contract pursuant to Minnesota Statute 125.12, shall be considered a continuing contract teacher in District 281.

7-1-2-3 Teaching Area

Teaching area is defined as the subject-matter area to which a teacher is assigned in which the teacher possesses licensure.
7-1-2-4 Seniority Date

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

7-1-3 Procedures for Placement on Unrequested Leave

7-1-3-1 Probationary Teachers

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

7-1-3-2 Continuing Contract Teachers

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

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

a. For teachers hired before July 1, 1991, the teacher’s file folder number at the Minnesota Department of Education shall be used. Teachers who have the "lower" numbers shall be deemed to have more seniority.

b. For teachers hired on or after July 1, 1991, the last four digits of the teacher’s social security number shall be used. Teachers with the "higher" numbers shall be deemed to have more seniority.

7-1-3-3 Notification

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

7-1-3-4 Effect

Final placement on unrequested leave shall be completed by June 1 of the school year. All unrequested leaves shall become effective on the last contract day of each school year.
7-1-3-5 Bumping Rights

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

7-1-3-6 Reassignment and Realignment

Prior to placing teachers on unrequested leave, the school district shall realign and reassign teachers in accordance with Minnesota Statute 125.12.

7-1-4 Changing Areas of Teaching

Subject to the November 15 requirement in 7-3-1, continuing contract teachers may change teaching areas:

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

7-1-4-2 During internal building staffing by mutual agreement with the building principal.

7-1-4-3 During Transfer Pools 1 and 2, at a time when no teacher remains on unrequested leave (layoff) in the area to which the teacher desires reassignment.

The right to change teaching areas, described in 7-1-4-3, shall hold provided the teacher is licensed in the alternate area, notifies the District 281 human resources office by the notification deadline for Transfer Pool 1, and has taught in the alternate area of licensure within the last five (5) years in the district or has taken at least six (6) quarter credits of course work in this area within the last five (5) years.

If the teacher has not, within the last five (5) years, taught or taken course work in the alternate teaching area, the teacher must satisfy this requirement by signing a written statement that provides that the teacher agrees to complete six (6) quarter hours of graduate or undergraduate course work in the alternate area, within one school year. The teacher may plan the course work, but prior approval based on appropriateness must be obtained from the directors of elementary, secondary or special education. Failure to comply with this requirement shall be grounds for disciplinary action.

7-1-5 Effect of Provisional License

No teacher shall be entitled to exercise seniority rights in a teaching area for which the teacher holds only a provisional license, except as provided for in Minnesota Statute 125.12, subdivision 6b (c).
7-1-6 Instructional Assistants

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

7-2 Reinstatement

Teachers placed on unrequested leave of absence shall be reinstated to available positions in the inverse order of seniority as determined by the district seniority list. A teacher who is placed on unrequested leave of absence and who is not reinstated shall continue on unrequested leave of absence for a period of five (5) years after which the right to reinstatement shall terminate. For teachers placed on unrequested leave of absence prior to July 1, 1989, the right to reinstatement shall continue through June 30, 1994. Reinstated teachers shall have the right to return in subject matter areas or fields in which they are licensed unless they have voluntarily relinquished their right to return in a specific field or subject matter.

7-2-1 No appointment of a new teacher shall be made while there is available on unrequested leave a teacher who is properly licensed to fill such a vacancy.

7-2-2 When practicable, notification of recall shall be by certified delivery mail with return receipt requested.

7-2-3 It shall be the responsibility of teachers placed on unrequested leave of absence to maintain a current listing of their name, telephone number and mailing address with the District 281 human resources office. A teacher shall have seven (7) days from date of mailing, personal service or telephone notification, which will be verified in writing, of recall to advise the director of human resources in writing of the intent to accept the offer or the intent to reject the offer. If a teacher does not respond in the seven-(7) day period, the teacher waives all right to reinstatement and the school board may terminate the teacher’s employment.

Teachers on unrequested leave of absence who intend to be absent from their current mailing address for an extended period of time may file, with the director of human resources on the designated form, their acceptance or rejection of a position vacancy if such vacancy were to occur during the period of their absence. In addition, teachers may designate an individual, on the prescribed form, with the authority to make a decision regarding any such vacancies that arise during the absence of the teacher.
7-2-4 If a teacher waives the right to re-employment in the position offered, the position shall be offered to the teacher with the next greater seniority, provided that teacher is licensed for the position.

7-2-5 Pending completion of the recall procedure, positions may be filled on a temporary basis.

7-2-6 Full-year, Full-time Position

Reinstatement for a full-year, full-time position which is refused by an employee shall constitute a resignation. For the purposes of this paragraph, full-year, full-time employment means employment of at least 170 days per year and receipt of salary equivalent to 1.0 times the figure on the salary schedule appropriate for the individual's correct step and lane. Full-time teachers may refuse recall to positions which constitute less than a full-year, full-time position.

7-2-7 Right to Available Positions

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

7-2-8 Realignment and Reassignment

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

7-3 Seniority

The district shall maintain a current seniority book containing seniority lists by license to teach and with each teacher's current teaching area designated on each list. The book shall also contain a master seniority list of all staff eligible to teach in the teachers' bargaining unit chronologically by seniority date. A draft copy of this list will be published annually in January and a final copy in February. One or more copies will be available in all schools each year.

7-3-1 The last possible date for filing the license in the District 281 human resources office is November 15 of each year in order to have seniority rights to a position in that area of licensure.
7-3-2 Any teacher who disagrees with the accuracy of any of the information on the draft copy of the seniority list shall have fifteen (15) working days to obtain a correction directly from the district or ten (10) working days from the date of distribution of the final seniority list to challenge through the grievance procedure as set forth in this agreement. In the absence of a grievance being filed within ten (10) working days from the date of distribution of the final seniority list, the seniority list will be conclusively deemed to be correct.

7-3-3 Length of Service

The length of service for all teachers shall be calculated from the most recent date of hire. Changes in seniority dates which were adjusted because of the length of service, Reduced Load Clause (5-21-4-2 in 1977-79 contract) in the pre-1979-81 collective bargaining agreements, shall stand and not be retroactively corrected. These shall be the only deviations from hire dates permitted in the calculation of seniority rights, except for the correction of errors or acceptance of a leave under 10-1-7.

7-3-4 Seniority List

A teacher shall be listed on all seniority lists for which the teacher holds a license to teach unless a teacher voluntarily removes his/her name according to 7-3-5.

7-3-5 Voluntary Removal of Name from Seniority List

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

The teacher may voluntarily replace his/her name on the designated seniority list by notifying the director of human resources by November 15 of the calendar year preceding the year the teacher desires to have his/her name replaced on the designated seniority list.

7-3-6 Multiple Licenses

Teachers who hold licenses to teach multiple subjects such as health/physical education, English/social studies or science all may utilize 7-3-5 to remove their name from any subject matter seniority list except that in which the teacher is currently assigned.
7-3-7 Lead Teachers in Special Education

A separate seniority list shall be maintained for lead teachers in special education.

7-3-8 Medical Leave

The length of service for teachers on medical leave under 10-1-7 shall include up to two (2) years of time spent on medical leave.

7-3-9 Federation and Governmental Leave

The length of service for teachers granted Federation leave or governmental leave under 10-1-5 shall include the time spent on Federation or governmental leave.

7-4 Termination of Rights

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

1. Voluntary removal by a teacher from a specific seniority list, in accordance with 7-3-5. This voluntary removal from a specific seniority list shall terminate a teacher's reinstatement rights only in a specific area from which the teacher's name is voluntarily removed and only until the teacher voluntarily replaces his/her name on that specific list subject to the requirements of 7-3-5.
2. Resignation.
3. Retirement.
4. Discharge or termination of the teacher.
5. Expiration or revocation of valid teaching license.
6. Refusal or failure to return following recall.
7. A teacher on unrequested leave of absence who has not filed by April 1 of any year a written statement requesting reinstatement in accordance with Minnesota Statute 125.12, subdivision 6. The district shall inform teachers of this requirement at least thirty (30) days prior to the April 1 deadline.

ARTICLE VIII

ASSIGNMENTS AND TRANSFERS

8-1 Definitions

8-1-1 Transfer

The term transfer, as applied in this section, means the transfer of teachers between school buildings or work sites.
8-1-2 Voluntary Transfer

A voluntary transfer is a transfer initiated by a teacher.

8-1-3 Involuntary Transfer

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

8-1-4 Internal Building Staffing

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

8-1-5 Displacement from Building

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

8-2 Voluntary Transfers

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

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

Teachers who wish to transfer from the school building to which they are assigned to another school building for the ensuing school year must follow the procedures described in Section 8-4.

8-2-2 Transfers Effective for Current School Year

Teachers who wish to transfer during the current school year may apply for vacancies which occur. Any such transfer shall be subject to the requirements in 6-10-1 and the final decision to approve such a transfer shall be retained by the school district.
8-2-3 Voluntary Transfers Involving a Position Exchange

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

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

8-3 Involuntary Transfers

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

Except for administrative transfers described in 8-3-2, involuntary transfers shall be made on the basis of district-wide seniority and area of licensure. All teachers involuntarily transferred shall follow the procedures in 8-4-4.

8-3-2 Administrative Transfers

These are transfers which are 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 class enrollments which result from actual student registrations);

2. Unsatisfactory work on the part of the teacher;

3. Programmatic needs of the district.

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

When transfers between schools are initiated 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 by area of licensure, or a teacher in the building who voluntarily agrees to the transfer.
At the elementary schools where this procedure would necessitate bumping in the building, the administration may choose to transfer the least senior teacher assigned to the grade level in which a position is to be eliminated rather than the least senior teacher in the building. The least senior teacher, as elsewhere in this agreement, refers to the teacher possessing the least amount of district-wide seniority.

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

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

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

Transfers described in this section may take place at other times if approved by the District 281 employee relations committee.

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

Normally, 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 ten (10) teaching days in which to respond in writing to the principal’s notice. A copy of the notice shall be sent to the elementary, secondary or special education director and director of human resources who may offer in writing further corrective steps to be taken by the teacher after consultation with the teacher and the principal.

Step 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 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’s transfer and shall be informed of the steps taken or to be taken in attempting to assist the teacher to make a satisfactory adjustment.

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

Transfers may be initiated on the basis of programmatic needs when:

1. The course offering is required by the Minnesota 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 student locker-room supervision cannot be provided by a teacher of the same sex based on current staffing.

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

8-4 Staffing Process

8-4-1 Internal Building Staffing:

Internal building staffing occurs after the district determines its districtwide staffing needs by licensure area and before positions are posted in the transfer pools. Internal building staffing may occur again after the transfer pools are closed.

Assignments within a building and/or department shall be made by the building principal following consultation with the RFT chief building representative and the parties involved before any vacancies are openly declared. The principal has the final authority to determine placement within the building.

The dates for internal building staffing are set by the School Board, based upon the recommendation of the employee relations committee.

A full-time teacher assigned to more than one building is considered assigned to that building which is the largest portion of their total assignment. If the largest portions are equal, among and between buildings, the teacher must designate which of his/her buildings is to be the assigned building for the school year by October 1 of the school year. This does not apply to part-time teachers, even if the teacher possesses the right to retain a full-time position as outlined in 6-16.
8-4-2 Displacement of Teachers from Buildings

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

8-4-3 No Bumping

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

8-4-4 Transfer Pools

There shall be two transfer pools entitled Transfer Pool 1 and Transfer Pool 2. Teachers wishing to voluntarily transfer for the ensuing school year may participate in Transfer Pool 1 and Transfer Pool 2. Teachers involved in an involuntary transfer shall have their names placed in Transfer Pool 1, and if a position is not secured during Transfer Pool 1, shall have their names placed in Transfer Pool 2.

8-4-4-1 Transfer Pool 1

Transfer Pool 1 will contain the names of the following:

a. Teachers involuntarily displaced as described in 8-4-2.
b. Teachers returning from leave of absence.
c. Newly hired teachers not yet assigned to a specific assignment.

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

8-4-4-2 Transfer Pool 2

Transfer Pool 2 will contain the names of the following:

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

A teacher who voluntarily joins Transfer Pool 2 must notify the director of human resources, in writing. A teacher who chooses to join Transfer Pool 2 automatically gives up the teacher's building assignment. Assignments for teachers whose names are in Transfer Pool 2 are determined on the basis of seniority and area of licensure.
8-4-4-3 Closing of Pools

Transfer Pool 2 shall begin one week after the completion of Transfer Pool 1. Transfer Pool 2 will last for one week.

8-4-4-4 Assignments Which Occur After the Close of Transfer Pool 2

Teachers whose names are in Transfer Pool 2 and who did not select a position by the close of Transfer Pool 2 will be assigned to an existing vacancy by the director of human resources.

8-4-5 Time Limits

Such decision as stated above shall become final with the exception of other decisions which may be made in accordance with 7-1-4-2.
ARTICLE IX

DISCIPLINE

9-1 Levels of Discipline

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

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

9-2 Meeting at Which Disciplinary Action Is Taken

Disciplinary action taken pursuant to this article shall be administered at a meeting called for such purpose. The teacher shall receive written or oral notice of the meeting and except in the case of an oral reprimand, shall be entitled to Federation representation. In unusual circumstances, when warranted, disciplinary action may be taken immediately by the administration. In such situations, a meeting will be scheduled thereafter when practicable, to discuss the matter with the employee.

9-3 Notice

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

9-4 Appeal to Grievance Procedure

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

Oral reprimands shall not be subject to the grievance procedure. 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 a 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 fourteen (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.

9-6 Discharge

Procedures governing discharge are those provided under Minnesota Statute 125.12 (1982), as amended. Nothing in this article shall limit the right or obligation of the parties with respect to immediate discharge under Minnesota Statute 125.12, subdivision 8.

9-7 Nonapplication of Performance Improvement Program Instruments

The Performance Improvement Program is not intended to be used as a basis to impose disciplinary action.

ARTICLE X

LEAVES OF ABSENCE

10-1 Leaves of Absence Without Pay

10-1-1 Military Leaves

10-1-1-1 Involuntary Service

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

10-1-1-2 Reserve Service

Any teacher who is a member of a reserve component of the armed forces who is required to perform active, full-time duty shall be granted leave from the teacher's teaching duties for such purpose.
10-1-2 Child-care Leave

Child care leave will be granted because of the need to prepare and provide parental care to a natural-born or adopted child or children. In the case of natural birth, child-care leave may be utilized separately or in conjunction with pregnancy-related disability described in 10-1-2-6.

10-1-2-1 Initiation of Leave

A teacher making application for child-care leave shall submit a written request to the director of human resources at least two (2) calendar months before commencement of the intended leave. A pregnant teacher will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

The school district may adjust the proposed beginning or ending date of a child-care leave so that the dates of the leave are coincident with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year or the like.

10-1-2-2 Return

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

10-1-2-3 Length of Leave

Each child-care leave shall not exceed two (2) full school years. The school year in which the leave begins is to be counted as one of the two years. Teachers on child-care leave may apply for an additional year of leave under 10-1-7.

10-1-2-4 Failure To Return

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

10-1-2-5 Probationary Teachers

The time a teacher spends on child-care leave shall not be counted in determining the completion of the teacher's probationary period.
10-1-2-6 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 child-care leave provisions described in 10-1-2. The sick leave provisions described in 10-2-2 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 10-2-2, 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.

10-1-3 Part-time Teaching Provision for Teachers with 20 or More Years of Allowable Minnesota TRA Service

The district may, at its discretion, grant such leaves in accordance with Minnesota Statute 354.66. Teachers granted such leave shall be solely responsible for all retirement contributions. Approval of the teacher’s principal or immediate supervisor and the human resources office is required. Applications for this type of part-time employment must be received by the district human resources office no later than February 1 of the school year prior to that to which it would apply. Exceptions to the February 1 deadline may be granted by the school district at its discretion.

10-1-4 Extended Leaves of Absence

The district may, at its discretion, grant extended leaves of absence consistent with Minnesota Statute 125.60. Teachers granted such leaves shall be solely responsible for all retirement contributions. Approval of the human resources office is required. Applications for extended leaves must be received by the district human resources office no later than February 1 of the school year prior to that to which it would apply. Exceptions to the February 1 deadline may be granted by the school district at its discretion.

10-1-5 Federation 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.
10-1-6 Other Leaves of Absence Without Pay

10-1-6-1 Purpose

Leaves of absence 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; need to care for a seriously ill child, spouse or parent; or other purposes approved by the School Board.

10-1-6-2 Tenure Requirements

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

10-1-6-3 Length of Leaves

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

10-1-6-4 Seniority

Teachers who are granted a leave under Section 10-1-6 do not accrue seniority for the time of the leave.

10-1-7 Medical Leave

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

10-1-8 Group Insurance

Subject to the provisions of this agreement and the limitations of the group insurance plans established by Article XIII, a teacher on an unpaid leave of absence may continue to participate in the group insurance plans. A teacher choosing to continue participation shall pay the full monthly premium for such plans, commencing on the date the unpaid leave of absence begins.
10-2 Leaves of Absence With Pay

10-2-1 Sabbatical Leaves

The School Board will grant a number of sabbatical leaves which is equal to .8 of one (1) percent of the number of full-time equivalences (FTEs) included in the teachers' bargaining unit. The program submitted by an applicant must meet the criteria established by the employee relations committee and administered by the sabbatical leave committee.

For the 1992-93 school year, no sabbatical leaves will be granted.

10-2-1-1 Qualifications

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

10-2-1-2 Time To Apply

Applications for sabbatical leave must be made on forms available in the office of the superintendent on or before March 1. Successful applicants will be notified on or before April 1.

10-2-1-3 Salary

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

10-2-1-4 Requirements

1. The teacher will undertake a program 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 thirty (30) quarter hours during the sabbatical year and one summer or equal work by writing a thesis or other work as approved by the teacher’s graduate adviser and the superintendent.

10-2-1-5 Supplemental Compensation

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

10-2-1-6 Return Requirement

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

10-2-1-7 Return Privileges

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

1. The building is still open; and
2. The teacher is entitled by seniority to return to the building.

The teacher shall notify the director of human resources by February 1 of the intent to return.

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.

10-2-2 Sick Leave

Sick leave of ten (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.
10-2-2-1 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 spouse, child, parent and legal guardian. Requests to have such leaves deducted from sick leave are to be directed through the principal’s office to the human resources office. All leaves will be deducted from salary unless approved by the human resources administrator.

In addition to the five (5) days specified above a teacher may use sick leave for benefits accumulated pursuant to 10-2-2 of this agreement for absences due to an illness of the teacher’s child. Sick child care leave may be granted for such reasonable periods as the teacher’s attendance with the child may be necessary. The district may require a doctor’s certificate on sick child care leave claims for three (3) days or more. All payments of sick child care leave must be approved by the district. For the purpose of this paragraph a "child" means an individual under eighteen (18) years of age or an individual under the age of twenty (20) who is still attending secondary school.

10-2-2-2 Sick-leave Pool

The School Board agrees to maintain a sick-leave pool. Sick-leave pool bylaws will appear in the Faculty Handbook.

10-2-3 Bereavement Leave

A leave of absence with pay, not to exceed five (5) days, shall be granted because of a death in the teacher’s immediate family, which shall be defined as spouse, child, parent or legal guardian.

Up to three (3) days shall be granted because of death in the family, which shall be defined as sister, sister-in-law, brother, brother-in-law, parent-in-law, son or daughter-in-law, grandparents and grandchildren.

In addition to the leave specified in this section, teachers may use up to three (3) days personal leave for death.

10-2-4 Personal Leave

In the event it is necessary for a teacher to be absent from duty to conduct personal business which cannot be attended to outside of the teacher’s work day, said teacher shall be granted up to three (3) days of personal leave per year without salary deduction. Each day used for personal leave will be deducted from sick leave.
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 due to placement on unrequested leave.
5. Enrollment or registration of children in college.
6. To extend a holiday or vacation period.
7. To engage in a strike, picketing, bannering or any other concerted activity.

The number of personal-leave requests approved for any one (1) school day shall not exceed the number equal to one (1) percent of the total licensed staff. The district may limit the number of days granted to teachers within a building or department. Request for such leave must normally be submitted at least three (3) school days in advance to the director of human resources.

10-2-5 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.

10-2-6 Military Leaves

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

10-3 General Rules Governing Leaves of Absence

10-3-1 Reassignment

Teachers returning from any authorized leave shall be entitled to a similar position if so qualified by seniority and license. If return is scheduled for the beginning of a school year, the teacher's name shall be placed in Transfer Pool 1. (See Section 10-2-1-7 for Return Privileges of Teachers on Sabbatical Leave.)
10-3-2 Benefits on Paid Leave

The School Board shall pay proportionate premiums for benefits which accrue to any teacher on leave with pay.

10-3-3 Benefits on Unpaid Leave

The School Board shall allow the teacher to continue participation in benefit programs at no cost to the school district while the teacher is on leave without pay unless prohibited by Minnesota Statutes or by the agency or company involved.

ARTICLE XI

COMMUNICATIONS

11-1 Noncontractual Grievances

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 5-1 of this agreement and, therefore, cannot be processed under Article V. The grievance procedure outlined in Article V of this agreement shall apply to grievances filed under 11-1, except no hearing shall proceed beyond Level III, and the School Board or a subcommittee of the board shall hear all noncontractual grievances appealed to Level IV.

11-2 Labor/Management Committees

The Federation and the district agree to the concept of labor/management committees. The purpose of individual labor/management committees shall be to discuss and exchange ideas on issues not specifically covered in the collective bargaining contract.

11-2-1 Appointments

The Federation and the district shall be entitled to an equal number of members on each labor/management committee. District appointments shall be made by the superintendent and the Federation appointments by the Federation president.
11-2-2 Composition, Size and Organization

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

11-2-3 Formation and Dissolution of Committees

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

11-3 Building Communications

The principal's 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 minutes will be approved by both parties.

ARTICLE XII

BASIC SCHEDULES AND RATES OF PAY

12-1 Classification of Staff

12-1-1 Regular Teachers

All regular teachers plus librarians, therapists, nurses and instructional assistants come under the salary schedule and are assigned to thirty-eight (38) weeks of service. The salary schedule is listed in Appendix A.

12-1-2 More Than 38-week Teachers

Those assigned to contracts for longer terms are paid by formula or prorated salaries based on the salary schedule.
12-1-3 Reduced Load (Part-time Teachers)

Those teachers employed for a time period less than 1.00 of a full-time teacher shall be assigned a contract on which the pay shall be prorated from the regular salary schedule listed in Appendix A.

12-1-4 Extracurricular and District-wide Activities

See Appendix B.

12-1-5 Summer Program

See Appendix C.

12-1-6 Reserve Teachers

See Appendix D.

12-1-7 Creative Play Teachers

See Appendix E.

12-1-8 Adventure Club Teachers

See Appendix F.

12-1-9 Parent/Child Center Teachers

See Appendix G.

12-1-10 Adult Academic Teachers

See Appendix H.

12-2 Salary Schedule

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the agreement for the 1991-92 and 1992-93 school years.

12-3 Extracurricular Salary Schedules

The wages and salaries reflected in the extracurricular schedule, marked Appendix B, shall be a part of this agreement for the 1991-92 and 1992-93 school years.

12-4 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.
12-5 Schedule of Payments and Payment Practices

12-5-1 Number of Payments

Teachers may select one of the following options:

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

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

12-5-2 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 contract.

12-5-3 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.

12-5-4 Effect of Holidays and Recesses

When a payday falls on a Friday when school is not in session, teachers
will be paid on the first day school resumes.

12-5-5 Payment Location

Normally salary checks shall be sent to the building in which the teacher
works.
12-6 Placement on Salary Schedule

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

12-6-1 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 an accredited college or university. The other one-half credits may be local in-service credits.

12-6-2 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.

12-6-3 School Board Credits

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

12-7 Career Increments

Career increments will be paid to teachers according to the salary scheduled listed in Appendix A.

12-8 Outside Experience

Teachers accepting initial employment in District 281 shall receive credit on the salary schedule for up to a maximum of six (6) 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.
12-9 Resignation and Reappointment

A teacher who resigns from the district and subsequently is reappointed shall be placed on the salary step one above that which they held at the time of resignation, provided the teacher’s last year of employment was a full year (170 days as specified in 7-2-6).

12-10 Credit for In-district Experience

12-10-1 One-half Increment

One-half increment will be granted to a teacher on contract who teaches not fewer than eighty (80) or more than 139 days. A full increment will be granted to a teacher on contract who teaches more than 139 days.

12-10-2 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 (2) years immediately prior to the appointment.

12-11 Probation

The first three (3) consecutive years of a teacher’s first teaching experience in District 281 shall be deemed to be a probationary period of employment. If a teacher obtained a continuing contract or tenure in a single Minnesota school district other than District 281, the probationary period thereafter in District 281 shall be one (1) year.

12-12 Training Level Qualifications

Training beyond high school graduation is interpreted as follows:

12-12-1 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.

12-12-2 Bachelor’s Degree Plus Fifteen (15) Quarter Credits

Requires that the fifteen (15) credits have all been earned after receiving the bachelor’s degree (or credits which qualified the person for a teaching license). Eight (8) hours must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit.
12-12-3 Bachelor’s Degree Plus Thirty (30) Quarter Credits

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

12-12-4 Bachelor’s Degree Plus Forty-five (45) Quarter Credits

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

12-12-5 Master’s or Bachelor’s Degree Plus Sixty (60) Quarter Credits

Requires that sixty (60) credits must be earned after receiving the bachelor’s degree (or credits which qualified the person for a teaching license). Thirty (30) of such credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit. The master’s degree shall be granted by an accredited graduate school.

12-12-6 Master’s Degree Plus Fifteen (15) Quarter Credits

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

12-12-7 Master’s Degree Plus Thirty (30) Quarter Credits

Requires that thirty (30) credits must be earned after receiving the master’s degree. Fifteen (15) 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.

12-12-8 Master’s Degree Plus Forty-five (45) Quarter Credits

Requires that the forty-five (45) credits must be earned after receiving the master’s degree. Twenty-three (23) 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.
12-12-9 Specialist Degree or Master’s Degree Plus Sixty (60) Quarter Credits

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

12-12-10 Doctor’s Degree

Requires the granting of a doctor’s degree by an accredited graduate school.

12-13 Summer Program

All provisions in this section applicable to summer program will be printed in Appendix C.

12-14 Early-retirement Incentive

The purpose of the early-retirement incentive program in District 281 is to reward teachers for full-time service rendered over a long period of time and to provide an incentive for teachers to retire prior to age 65.

12-14-1 Eligibility

To qualify for early-retirement incentive pay, the teacher must:

12-14-1-1 Be at least 55 years of age, but less than 65 years of age, on June 30 of the school year in which the teacher’s retirement becomes effective;

12-14-1-2 Have completed fifteen (15) or more years of full-time service in District 281 and/or the Federation on June 30 of the school year in which the teacher’s retirement becomes effective;

12-14-1-3 Have provided to the school district a written resignation prior to February 1 of the school year in which the resignation becomes effective.

12-14-1-4 Any teacher who is discharged shall not be eligible for early retirement incentive pay.
12-14-2 Basis of Pay

The amount of early-retirement incentive pay shall be up to 100 days of the teacher’s final salary as of June 30 of the final 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 thirty (30) days may be accumulated for years of service. A maximum of seventy (70) days may be accumulated for unused sick leave.

12-14-3 Years of Service

Two days of early-retirement incentive pay will be paid for each full year of service in the school district and/or Federation up to a maximum of thirty (30) days. Provisions in 12-14-3 are subject to limitations noted in 12-14-2.

12-14-4 Accumulated Sick Leave

One-half (1/2) day of early-retirement pay will be paid for each full day of accumulated sick leave up to a maximum of sixty (60) days. For each ten (10) days of sick leave a teacher possesses at retirement beyond 120 days, the teacher shall receive an additional day of early-retirement pay. The maximum number of early-retirement paydays a teacher can receive for accumulated sick leave is seventy (70) days. Provisions in 12-14-4 are subject to limitations noted in 12-14-2.

12-14-5 Amount of Pay

Days accumulated toward early-retirement pay as noted in 12-14-2, 12-14-3 and 12-14-4 shall be multiplied by the percentages noted below as they relate to the teacher’s age at time of retirement. The product of this multiplication will be the number of days of early-retirement pay to be paid to the teacher upon retirement.

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12-14-6 Time of Payment

Early-retirement pay shall be in one lump sum on a date no earlier than seven (7) months following the date of retirement and no later than a date seven-and-one-half (7 1/2) months following date of retirement or in equal installments to be paid annually commencing seven (7) months after retirement and to continue over a period not to exceed five (5) years. In case of the teacher’s death, undrawn early-retirement pay shall be paid to the teacher’s designated beneficiary, or if none has been designated, or if the designated beneficiary predeceases or dies within three (3) days of the retiring teacher, then to the teacher’s secondary beneficiary or estate.
12-14-7 Mid-Year Early Retirement

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

a. The teacher retires on or after the last day of the first semester.
b. The teacher notifies the district of the teacher's intention to retire by February 1 of that school year, or at least four (4) weeks in advance of the intended retirement date, whichever provides the greater notice.

12-14-7-1 Early retirement incentive pay for a teacher who retires on a date other than the last day of the school year shall be paid in accordance with the provisions of Sections 12-14-2, 12-14-3, 12-14-4, 12-14-5 and 12-14-6.

12-14-7-2 In unusual circumstances, (e.g., serious illness), the district may grant early retirement incentive payment to a teacher who retires after June 30 but before the last day of the first semester.

12-14-7-3 A teacher's age at retirement will be considered to be the teacher's age on June 30 of the school year in which the teacher retires.

12-14-8 Tax-deferred Rollover

Unless prohibited by law, teachers may select to roll their early retirement payment over into a tax-deferred rollover.

ARTICLE XIII

TEACHER WELFARE

13-1 Hospitalization/Major Medical

The School Board will participate in the hospitalization/major medical insurance program by paying for full-time teachers the following amounts toward the monthly premium costs of any plan approved by the School Board. Any additional cost of premium shall be borne by the employee and paid by payroll deduction. For the purpose of this section, full-time teacher shall be a teacher whose average work week equals or exceeds 38 hours.
1991-92 SINGLE PLAN

Effective March 1, 1992, a monthly premium cost up to a maximum of $166 per month will be paid by the school district.

1992-93 SINGLE PLAN

Effective March 1, 1993, a monthly premium cost up to a maximum of $186 per month will be paid by the school district.

1991-92 FAMILY PLAN

Effective March 1, 1992, a monthly premium cost up to a maximum of $302 per month will be paid by the school district.

1992-93 FAMILY PLAN

Effective March 1, 1993, a monthly premium cost up to a maximum of $352 per month will be paid by the school district.

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.

13-2 Long-term Disability Income

The School Board will participate in the long-term disability insurance program. The board will pay one-half of the annual premium for all full-time licensed teachers who participate in the program. 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 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.

13-3 Term Life Insurance

Each full-time 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. Teachers must sign a certificate of insurability after which the insurance carrier will determine whether or not the individual qualifies for the additional units.
13-4 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.

13-5 Retired Teachers

Retired teachers shall have the option of remaining within the group at no cost to the district unless prohibited by Minnesota Statute or by the agency or company involved. Teachers who qualify for the early-retirement pay program covered in 12-14 shall have partial premiums paid by the School Board according to 13-8.

13-6 Authorized Deductions

Teachers may individually and voluntarily authorize deductions for credit units, bank savings plans, tax-deferred plans and savings bonds.

13-7 Part-time Teachers and Hourly Rate Teachers

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

13-7-1 The School Board shall participate in the hospitalization/major medical insurance programs for which part-time teachers are eligible as described above. The effective date of prorated payments shall be November 1, 1987. The board will pay a prorated amount toward the premium cost of these programs calculated in the following manner:

\[
\text{Amount paid by board for part-time } = \frac{\text{Hrs. of PT}}{\text{Hrs. of FT}} \times \text{Amount paid by board for full-time teacher as specified in 13-1}
\]

13-7-2 The School Board shall participate in the term life insurance, dental insurance and long-term disability programs for which part-time teachers are eligible as described. The board will pay one-half (1/2) of the amount paid on behalf of full-time teachers for life insurance and long-term disability. The board will pay 100 percent of the annual single premium for dental insurance.
13-8 Early Retirement

Any teacher of District 281 who is a member of the District 281 major medical and hospitalization group plan, who has fifteen (15) full years of full-time employment in the school district and/or the Federation, and who retires following the age of 55 may continue as a member in the insurance group. The school district will pay the same percentage of premiums as paid for other members of the group until the retiree reaches age 65. After age 65, a retired teacher may continue in the group at no cost to the school district unless prohibited by the insurance carrier.

Notwithstanding the above, teachers retiring from employment with the District on July 1, 1990, and thereafter, shall be entitled to district contribution for hospitalization/major medical at the amount of district’s contribution at the time of the teacher’s retirement.

ARTICLE XIV

NO STRIKE LOCK-OUT PLEDGE

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

ARTICLE XV

DURATION AND EFFECT

15-1 Savings Clause

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

15-2 Severability

The provisions of this agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provision thereof.
15-3 Effect

This agreement constitutes the full and complete agreement between the School Board and the Federation representing the teachers of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning the terms and conditions of employment clearly inconsistent with these provisions.

15-4 Finality

Any matters relating to the current contract term, whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement unless mutually agreed to by the parties.

15-5 Term and Reopening Negotiations

This agreement shall remain in full force and effect for a period commencing on July 1, 1991, through June 30, 1993. If either party desires to modify or amend this agreement commencing on July 1, 1993, they shall give written notice of such intent no later than May 1, 1993. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement.
ARTICLE XVI

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 contract 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, INDEPENDENT SCHOOL DISTRICT 281 LOCAL 872

AMERICAN FEDERATION OF TEACHERS, AFL-CIO

President

Chairperson of the School Board

Chief Negotiator

Clerk of the School Board

Chairperson, Negotiation Committee

Chief Negotiator

Director of Human Resources

Dated this 5th day of December 1991.
## APPENDIX A

### 1991-1992 District 281 Salary Schedule

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**APPENDIX A**

**1992-93 District 281 Salary Schedule**

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APPENDIX B
EXTRACURRICULAR ACTIVITIES

ARTICLE I - SALARY CALCULATIONS AND GENERAL PROCEDURES

1-1 Salary

Salary is determined by multiplying the ratio times the dollar figure in 1-1-1 and 1-1-2.

If part or all of the extracurricular activity occurs during the regular school day, a different salary schedule will be determined by the district based on the percentage of time spent outside the regular school day.

1-1-1 Athletic Sections

Calculations of 1991-92 salaries for positions listed in the athletic sections of Articles II, III, IV shall be based on $41,613, which represents a 2.25 percent increase over the base of $40,697 used for 1990-91.

Calculations of the 1992-93 salaries for the same positions shall be based on $42,549, which represents a 2.25 percent increase over the base of $41,613 used for 1991-92.

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

Calculations of 1991-92 salaries for positions listed in the fine arts and other sections of Articles II, III, and IV and for positions listed in the district-wide activities section V, shall be based on a dollar figure of $41,697 used for 1990-91.

Calculations of 1992-93 salaries for these same positions shall be based on $42,549, which represents a 2.25 percent increase over the base of $41,613 used for 1991-92.

1-2 Experience

For all coaches and supervisors hired prior to the 1989-90 school year, salary for the ninth year of experience in the same activity, shall be multiplied by 1.1. Experience shall be defined as the cumulative number of years spent directing or coaching in the same activity whether the activity is men's or women's, the position head or assistant, or the middle school or high school. The coach/activity director must apply for this change in experience level on the proper form prior to the beginning of the season/activity.
1-3 Reports and Payment

a. The sponsor of each activity which has a fee attached shall make a report in duplicate to the principal. One copy shall be forwarded to the coordinator of athletics.

b. Payment of extracurricular salaries shall be made as scheduled in the District 281 Faculty Handbook. The first payment for directors or coaches of year-long activities shall be made prior to November 1.

1-4 Pay for Participation in Post-season Tournaments

a. Post-season pay benefits will only be paid to the number of coaches allowed by the Minnesota State High School League playing in post-season tournaments.

b. Post-season pay shall be earned by coaches and assistant coaches the day after the team has won a first-round contest or advanced beyond a preliminary round.

c. Head coaches will be paid $35 per day for each day of post-season practice or play.

Assistant coaches will be paid $25 per day for each day of post-season practice or play.

d. The band director and cheerleading advisor will receive $50 for each post-season tournament performance. No additional pay will be made for supervising practices or rehearsals.

1-5 Middle Schools

All appointments to positions under Article III, Middle Schools, shall be made by the middle school building principal.

Because we have three middle 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. This clause does not apply to the Technology Learning Campus.

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 coordinator of athletics. 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 coordinator of athletics at the end of the first week of school.

1-6 Scheduled Levels

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

1-7 Joint Federation/District Study Committee

The joint Federation/district study committee will study extracurricular pay issues and make recommendations to the Federation and district negotiation teams.

1-8 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 principal may also make the vacancy known to the district staff through a District internal posting or the Direct Line.

2. If the position is not filled by a member of the building staff, the principal shall publish a District internal posting or notice in the Direct Line.

3. The principal may also advertise the position to people other than the District 281 staff by any means of communication.

4. If the position is not filled by a building staff member, it will not be filled until at least three (3) school days following notice of the District internal posting or Direct Line. As the District internal posting or Direct Line are not published during vacation periods, (summer, winter, spring), the three-school-days waiting period shall not apply; however, the principal will make an effort to inform people who might be interested.

5. Assistant coaching/directing vacancies identified shortly before or during the season need only be publicized in the Principal's Bulletin before considering external candidates.
1-9 Filling Vacancies

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

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 reason(s), 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.
ARTICLE II -- HIGH SCHOOL ACTIVITIES

2-1 Athletics

The beginning and conclusion of the season will be as outlined in the Minnesota State High School League Handbook.

<table>
<thead>
<tr>
<th></th>
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<tbody>
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<td>$3,946</td>
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<td>.05799</td>
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</tr>
<tr>
<td>2-1-2 Basketball (men’s/women’s)</td>
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<td></td>
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<tr>
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<td>4,525</td>
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<td>3,215</td>
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<td>3. Ninth grade coach</td>
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<td>.07249</td>
<td>3,017</td>
<td>3,084</td>
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<td>.06470</td>
<td>2,692</td>
<td>2,753</td>
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<td>2-1-5 Golf (men’s/women’s)</td>
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<td>.06182</td>
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<td>Skiing, slalom: (men’s/women’s combined)</td>
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<td>2. Assistant coach (2)</td>
<td>.06182</td>
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<td>3. Ninth grade coach (1)</td>
<td>.05799</td>
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<td>2. Assistant coach (2)</td>
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<td>3. Ninth grade coach (1)</td>
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<td>2. Assistant coach</td>
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<td>3. District diving coach (grades six-12)</td>
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<td>2. Assistant coach</td>
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<td>3. Ninth grade coach</td>
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<td>3. Ninth grade coach</td>
<td>.05799</td>
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2-1-16 Wrestling (men’s)

1. Head coach
   1991-92: 0.09976
   1992-93: 0.09976
   Salary: 4,151 4,245

2. Assistant coach
   1991-92: 0.07249
   1992-93: 0.07249
   Salary: 3,017 3,084

2-1-17 Head weight instructor

Licensed teacher and certified coach

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<tr>
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<th>Winter</th>
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<td>Winter</td>
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<td>2,056</td>
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2-1-18 Equipment manager - The equipment manager will be responsible for care, storage, issuance and inventory of all athletic equipment in the high school buildings.

1. Head manager
   1991-92: 0.09200
   1992-93: 0.09200
   Salary: 3,828 3,915

2. Assistant manager
   1991-92: 0.07500
   1992-93: 0.07500
   Salary: 3,121 3,191

2-1-19 Intramural supervisors and officials - Each supervisor will be paid on the basis of each session. The number of supervisors will be determined by the coordinator of athletics and principal. $2,000 budgeted per year per high school.

2-2 Fine Arts

2-2-1 Dramatics

2-2-1-1 Director of full-length play
   1991-92: 0.04505
   1992-93: 0.04505
   Salary: 1,875 1,917

2-2-1-2 Musical (dramatics)
   a. Director
      1991-92: 0.1006
      1992-93: 0.1006
      Salary: 4,164 4,257
   b. Vocal director
      1991-92: 0.06000
      1992-93: 0.06000
      Salary: 2,497 2,553
   c. Orchestra dir.
      1991-92: 0.05000
      1992-93: 0.05000
      Salary: 2,081 2,127

2-2-1-3 Technical director and auditorium manager
   1991-92: 0.10504
   1992-93: 0.10504
   Salary: 4,371 4,469

The technical director will be responsible for all technical work, which includes scenery and art work needed on plays (all school productions) and for any work needed for special events in the auditorium. This job will cover the entire year. The technical director will be responsible for the training of students to act as stage managers and light managers and will also be responsible for the care of all stage equipment and tools, will be on call to provide any equipment needed for plays or special auditorium events.
## Bursar

<table>
<thead>
<tr>
<th>Code</th>
<th>Name</th>
<th>Hours 1</th>
<th>Hours 2</th>
<th>Hours 3</th>
<th>Hours 4</th>
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<td>2-2-1-4</td>
<td>Bursar</td>
<td>.04060</td>
<td>.04060</td>
<td>1,689</td>
<td>1,727</td>
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The bursar will be responsible for all monies collected at all fine arts events. This person will supervise the sale of tickets for plays, musicals and other extracurricular activities where the school must account for tickets and money.

## Speech Coach

<table>
<thead>
<tr>
<th>Code</th>
<th>Name</th>
<th>Hours 1</th>
<th>Hours 2</th>
<th>Hours 3</th>
<th>Hours 4</th>
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<td>2,853</td>
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<td>Assistant coach</td>
<td>.03891</td>
<td>.03891</td>
<td>1,619</td>
<td>1,656</td>
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## Debate Coach

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<th>Name</th>
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<th>Hours 2</th>
<th>Hours 3</th>
<th>Hours 4</th>
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<td>2-2-1-6</td>
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<td>.06706</td>
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<td>2,853</td>
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## Director of One-Act Plays

<table>
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<tr>
<th>Code</th>
<th>Name</th>
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<th>Hours 2</th>
<th>Hours 3</th>
<th>Hours 4</th>
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<td>2-2-1-7</td>
<td>Director of one-act plays</td>
<td>.03000</td>
<td>.03000</td>
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<td>1,276</td>
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## Music

### Band Director

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<th>Code</th>
<th>Name</th>
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<th>Hours 2</th>
<th>Hours 3</th>
<th>Hours 4</th>
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<td>.05606</td>
<td>.05606</td>
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<td></td>
<td>Marching band</td>
<td>.04505</td>
<td>.04505</td>
<td>1,875</td>
<td>1,917</td>
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</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 twenty (20) other home games, special auditorium events, pep meetings and graduation. There shall be twelve (12) pep band performances per school year.

### Assistant Band Director

<table>
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<tr>
<th>Code</th>
<th>Name</th>
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<th>Hours 4</th>
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<td>.01703</td>
<td>709</td>
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If the principal and assistant band director mutually agree to assign the assistant band director three (3) pep band appearances, which shall be in addition to the twelve (12) appearances assigned to the band director, the ratio for that assistant band director shall be .02305 or .0006 additional.

<table>
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<th>Name</th>
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<th>Hours 3</th>
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The choir director will be responsible for all vocal musical activities, may be assigned to participate in PTA programs, holiday programs and other events. This person will also present one or more concerts throughout the year, depending on the amount of student interest.
2-2-2-6 Assistant choir director

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<th>1992-93</th>
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<tr>
<td>$ 709</td>
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2-2-3 Publications

2-2-3-1 Yearbook advisor

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<td>.08002</td>
<td>.08002</td>
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This person will be in charge of the overall production of the annual.

Business manager

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<td>834</td>
<td>853</td>
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This person will be responsible for coordination with the publisher for sales and distribution of yearbooks.

2-2-3-2 Newspaper advisor

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<td>.07507</td>
<td>3,124</td>
<td>3,194</td>
</tr>
</tbody>
</table>

This person will have charge of the publishing of the school newspaper.

2-3 Other

2-3-1 Advisors - per season (two seasons each year)

<table>
<thead>
<tr>
<th>Danceline</th>
<th>Cheerleaders</th>
</tr>
</thead>
<tbody>
<tr>
<td>.02250</td>
<td>.03500</td>
</tr>
<tr>
<td>936</td>
<td>1,456</td>
</tr>
</tbody>
</table>

Each advisor is responsible for the selection, training and performances of cheerleaders or dancers at designated events.

2-3-2 Flag twirlers advisor

<table>
<thead>
<tr>
<th>1991-92</th>
<th>1992-93</th>
</tr>
</thead>
<tbody>
<tr>
<td>.01008</td>
<td>.01008</td>
</tr>
<tr>
<td>419</td>
<td>429</td>
</tr>
</tbody>
</table>

2-3-3 Chess coach 12 weeks

<table>
<thead>
<tr>
<th>1991-92</th>
<th>1992-93</th>
</tr>
</thead>
<tbody>
<tr>
<td>.01153</td>
<td>.01153</td>
</tr>
<tr>
<td>480</td>
<td>491</td>
</tr>
</tbody>
</table>

24 weeks

<table>
<thead>
<tr>
<th>1991-92</th>
<th>1992-93</th>
</tr>
</thead>
<tbody>
<tr>
<td>.02305</td>
<td>.02305</td>
</tr>
<tr>
<td>959</td>
<td>981</td>
</tr>
</tbody>
</table>

2-3-4 Math team coach

<table>
<thead>
<tr>
<th>1991-92</th>
<th>1992-93</th>
</tr>
</thead>
<tbody>
<tr>
<td>.03196</td>
<td>.03196</td>
</tr>
<tr>
<td>1,330</td>
<td>1,360</td>
</tr>
</tbody>
</table>
2-3-5 Decorative art supervisor

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

2-3-6 Student council advisor

2-3-7 Student challenge activities

Each secondary building may select certain student academic challenge activities (e.g., Future Problem Solving, Science Olympics, Foreign Language Competitions, Academic Quiz Bowls) and provide a stipend to the faculty sponsor responsible for the activity. The principal will consult with the building faculty council annually to designate challenge activities. The council will also determine the responsibilities of the sponsor and appropriate compensation within the allotted building budget. $2,000 budgeted per year per high school.

<table>
<thead>
<tr>
<th>Ratio</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>63%</td>
<td>62%</td>
</tr>
</tbody>
</table>
ARTICLE III -- MIDDLE SCHOOL ACTIVITIES

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3-1-1</td>
<td>Basketball (men’s/women’s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Seventh and eighth grade coach</td>
<td>.04833</td>
<td>.04833</td>
<td>$2,011</td>
<td>$2,056</td>
</tr>
<tr>
<td>3-1-2</td>
<td>Cross country coach (men’s/women’s combined and seventh and eighth combined)</td>
<td>.04833</td>
<td>.04833</td>
<td>2,011</td>
<td>2,056</td>
</tr>
<tr>
<td>3-1-3</td>
<td>Football (men’s eighth grade)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head coach</td>
<td>.05095</td>
<td>.05095</td>
<td>2,120</td>
<td>2,168</td>
</tr>
<tr>
<td></td>
<td>Assistant coach</td>
<td>.04571</td>
<td>.04571</td>
<td>1,902</td>
<td>1,945</td>
</tr>
<tr>
<td>3-1-4</td>
<td>Golf (men’s/women’s seventh and eighth grade combined)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head coach</td>
<td>.05095</td>
<td>.05095</td>
<td>2,120</td>
<td>2,168</td>
</tr>
<tr>
<td>3-1-5</td>
<td>Gymnastics (women’s seventh and eighth grade combined)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head coach</td>
<td>.05095</td>
<td>.05095</td>
<td>2,120</td>
<td>2,168</td>
</tr>
<tr>
<td></td>
<td>Assistant coach</td>
<td>.04571</td>
<td>.04571</td>
<td>1,902</td>
<td>1,945</td>
</tr>
<tr>
<td>3-1-6</td>
<td>Soccer coach (men’s seventh and eighth grade)</td>
<td>.04833</td>
<td>.04833</td>
<td>2,011</td>
<td>2,056</td>
</tr>
<tr>
<td>3-1-7</td>
<td>Softball coach (women’s seventh and eighth grade)</td>
<td>.04833</td>
<td>.04833</td>
<td>2,011</td>
<td>2,056</td>
</tr>
<tr>
<td>3-1-8</td>
<td>Swimming (men’s/women’s sixth, seventh and eighth grade)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head coach</td>
<td>.05095</td>
<td>.05095</td>
<td>2,120</td>
<td>2,168</td>
</tr>
<tr>
<td></td>
<td>Assistant coach</td>
<td>.04571</td>
<td>.04571</td>
<td>1,902</td>
<td>1,945</td>
</tr>
<tr>
<td>3-1-9</td>
<td>Tennis coach (men’s/women’s seventh and eighth grade combined)</td>
<td>.04833</td>
<td>.04833</td>
<td>2,011</td>
<td>2,056</td>
</tr>
<tr>
<td>3-1-10</td>
<td>Track coach (men’s/women’s seventh and eighth grade combined)</td>
<td>.04833</td>
<td>.04833</td>
<td>2,011</td>
<td>2,056</td>
</tr>
<tr>
<td>3-1-11</td>
<td>Volleyball coach (women’s seventh and eighth grade combined)</td>
<td>.04833</td>
<td>.04833</td>
<td>2,011</td>
<td>2,056</td>
</tr>
</tbody>
</table>
### 3-1-12 Wrestling (men's seventh and eighth grade combined)

<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Head coach</td>
<td>.05095</td>
<td>.05095</td>
<td>$2,120</td>
<td>$2,168</td>
</tr>
<tr>
<td>Assistant coach</td>
<td>.04571</td>
<td>.04571</td>
<td>1,902</td>
<td>1,945</td>
</tr>
</tbody>
</table>

### 3-1-13 Other

#### a. Middle school coordinator of athletic activities

The coordinator shall be a liaison officer between the principal and the coaches and directors of student athletic activities. The coordinator will be responsible for scheduling extracurricular contests and for scheduling gymnasiums and activity rooms within the middle school building.

#### b. Equipment manager -- To be responsible for care, storage, issuance and inventory of all athletic equipment within the middle school building.

1. Men's equipment

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>.02999</td>
<td>.02999</td>
<td>$1,248</td>
<td>1,276</td>
</tr>
</tbody>
</table>
2. Women's equipment

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>.02999</td>
<td>.02999</td>
<td>1,248</td>
<td>1,276</td>
</tr>
</tbody>
</table>
3. Football equipment

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>.01310</td>
<td>.01310</td>
<td>545</td>
<td>557</td>
</tr>
</tbody>
</table>

#### c. Head weight instructor - certified

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Season one (9 weeks)</td>
<td>.01572</td>
<td>.01572</td>
<td>654</td>
<td>669</td>
</tr>
<tr>
<td>Season two (9 weeks)</td>
<td>.01572</td>
<td>.01572</td>
<td>654</td>
<td>669</td>
</tr>
</tbody>
</table>

#### d. Intramural program supervision (season of approximately nine weeks)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>.01467</td>
<td>.01467</td>
<td>610</td>
<td>624</td>
</tr>
</tbody>
</table>

### 3-2 Fine Arts

#### 3-2-1 Chess and computer coaches

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>24 weeks</td>
<td>.02305</td>
<td>.02305</td>
<td>959</td>
<td>981</td>
</tr>
<tr>
<td>12 weeks</td>
<td>.01153</td>
<td>.01153</td>
<td>480</td>
<td>491</td>
</tr>
</tbody>
</table>

#### 3-2-2 Debate coach

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>.02096</td>
<td>.02096</td>
<td>872</td>
<td>892</td>
</tr>
</tbody>
</table>

#### 3-2-3 Yearbook/newspaper advisor

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>.00033-</td>
<td>.00033-</td>
<td>137-</td>
<td>140-</td>
</tr>
<tr>
<td></td>
<td>.02305</td>
<td>.02305</td>
<td>959</td>
<td>981</td>
</tr>
</tbody>
</table>
3-2-4 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></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Band director</td>
<td>0.01598</td>
<td>0.01598</td>
<td>$665</td>
<td>$680</td>
</tr>
<tr>
<td>Orchestra director</td>
<td>0.01401</td>
<td>0.01401</td>
<td>583</td>
<td>596</td>
</tr>
<tr>
<td>Vocal director</td>
<td>0.01598</td>
<td>0.01598</td>
<td>665</td>
<td>680</td>
</tr>
</tbody>
</table>

3-2-5 Newspaper advisor (six or more issues)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.02305</td>
<td>0.02305</td>
<td>959</td>
<td>981</td>
</tr>
</tbody>
</table>

3-2-6 Musical director

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.04898</td>
<td>0.04898</td>
<td>2,038</td>
<td>2,084</td>
</tr>
</tbody>
</table>

3-2-7 Director of one-act plays (maximum of three plays)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.00995</td>
<td>0.00995</td>
<td>414</td>
<td>423</td>
</tr>
</tbody>
</table>

Plays must be put on for student auditorium or for general public to qualify for payment. Amount of payment will depend on prior approval of principal and director of secondary education.
# ARTICLE IV - ELEMENTARY SCHOOL ACTIVITIES

<table>
<thead>
<tr>
<th>4-1 Fine Arts</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4-1-1 Chess coach (24 weeks)</td>
<td>Ratio</td>
<td>Salary</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>.02305</td>
<td>.02305</td>
<td>959</td>
<td>981</td>
</tr>
<tr>
<td>4-1-2 Chess coach (12 weeks)</td>
<td>.01153</td>
<td>.01153</td>
<td>480</td>
<td>491</td>
</tr>
<tr>
<td>4-1-3 Chess coordinator</td>
<td>.02502</td>
<td>.02502</td>
<td>1,041</td>
<td>1,065</td>
</tr>
</tbody>
</table>

| 4-1-4 Spring music performances (per school) |  |  |  |  |
| Band director | Ratio | Salary |  |  |
|  | .00170 | .00170 | 71 | 72 |
| Choir director | .00170 | .00170 | 71 | 72 |
| Orchestra director | .00170 | .00170 | 71 | 72 |
| Choir accompanist | .00100 | .00100 | 42 | 43 |

| 4-1-5 All-district |  |  |  |  |
| Choir director | Ratio | Salary |  |  |
|  | .04008 | .04008 | 1,668 | 1,705 |
| Orchestra director | .04008 | .04008 | 1,668 | 1,705 |
| Choir accompanist | .02004 | .02004 | 834 | 853 |
### ARTICLE V - DISTRICT-WIDE ACTIVITIES

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Curriculum writing (per hour)</td>
<td>.0006</td>
<td>.0006</td>
<td>$24.97</td>
<td>$25.53</td>
</tr>
<tr>
<td>Detention</td>
<td>.0225</td>
<td>.0225</td>
<td>936</td>
<td>957</td>
</tr>
<tr>
<td>Driver education, behind-the-wheel (per hour)</td>
<td>.00038</td>
<td>.00038</td>
<td>15.81</td>
<td>16.17</td>
</tr>
<tr>
<td>Driver education, classroom or simulation (per hour)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BA-BA+45</td>
<td></td>
<td></td>
<td>20.77</td>
<td>21.24</td>
</tr>
<tr>
<td>MA-PH.D.</td>
<td></td>
<td></td>
<td>22.02</td>
<td>22.52</td>
</tr>
<tr>
<td>Motorcycle-training instruction</td>
<td>.00042</td>
<td>.00042</td>
<td>17.48</td>
<td>17.87</td>
</tr>
<tr>
<td>Secondary department chairperson</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.0 - 3.4 teachers - two days released time</td>
<td>.0109</td>
<td>.0109</td>
<td>454</td>
<td>464</td>
</tr>
<tr>
<td>3.5 - 9.4 teachers - four days released time</td>
<td>.0217</td>
<td>.0217</td>
<td>903</td>
<td>923</td>
</tr>
<tr>
<td>9.5 - 14 teachers - six days released time</td>
<td>.0262</td>
<td>.0262</td>
<td>1,090</td>
<td>1,115</td>
</tr>
<tr>
<td>Over 14 teachers - eight days released time</td>
<td>.0320</td>
<td>.0320</td>
<td>1,332</td>
<td>1,362</td>
</tr>
<tr>
<td>Released time subject to professional-leave quotas.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervision of student teachers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>four-six weeks</td>
<td>.0017</td>
<td>.0017</td>
<td>71</td>
<td>72</td>
</tr>
<tr>
<td>seven-23 weeks</td>
<td>.0035</td>
<td>.0035</td>
<td>146</td>
<td>149</td>
</tr>
<tr>
<td>Swimming pool coordinator, building</td>
<td>.10000</td>
<td>.10000</td>
<td>4,161</td>
<td>4,255</td>
</tr>
<tr>
<td>Swimming pool director, summer</td>
<td>.03500</td>
<td>.03500</td>
<td>1,456</td>
<td>1,489</td>
</tr>
</tbody>
</table>
Hiring

Teaching positions in the summer program 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 District 281, if qualified by license and experience, shall be given priority over nonbargaining unit members in obtaining summer program employment.

Pay Dates

Salary payments shall be made in three (3) installments, on every other Friday, beginning with the fourth (4th) Friday summer program is in session. If that day should coincide with a holiday, the checks shall be made available the day before the holiday.

Leave of Absence

Regular District 281 teachers who have taught a minimum of five (5) consecutive years of summer program (full-time -- four hours) may apply, and will be granted a one-year leave of absence from summer program. The teacher may also apply for a one-year extension of the leave, such extension to be at the discretion of the summer program director and/or assistant superintendent. The leave shall be unpaid. Dates for applying for the leave and for notifying the summer program director of intention to return shall be established by the administration.

Salary

<table>
<thead>
<tr>
<th></th>
<th>1991-92</th>
<th>1992-93</th>
</tr>
</thead>
<tbody>
<tr>
<td>BA - BA+45 education level</td>
<td>20.77</td>
<td>21.24</td>
</tr>
<tr>
<td>MA - Ph.D. education level</td>
<td>22.02</td>
<td>22.52</td>
</tr>
</tbody>
</table>
### Appendix D

#### Application of Contract to Reserve Teachers

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Step</td>
<td>Full Day</td>
<td>Half Day</td>
<td>Two-Thirds</td>
<td>Full Day</td>
<td>Half Day</td>
<td>Two-Thirds</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>$66.44</td>
<td>$35.87</td>
<td>$46.49</td>
<td>$67.93</td>
<td>$36.68</td>
<td>$47.54</td>
<td>A reserve teacher who has not accumulated 40 days of teaching for the year.</td>
</tr>
<tr>
<td>2</td>
<td>75.77</td>
<td>42.51</td>
<td>54.45</td>
<td>77.47</td>
<td>43.47</td>
<td>55.68</td>
<td>A reserve teacher who has accumulated 40 days of teaching for the year.</td>
</tr>
<tr>
<td>3</td>
<td>86.11</td>
<td>43.06</td>
<td>56.83</td>
<td>88.05</td>
<td>44.03</td>
<td>58.11</td>
<td>A reserve teacher who replaces the same teacher for five consecutive teaching days.</td>
</tr>
<tr>
<td>4</td>
<td>93.09</td>
<td>46.55</td>
<td>61.44</td>
<td>95.18</td>
<td>47.59</td>
<td>62.82</td>
<td>A reserve teacher who replaces the same teacher 10-15 consecutive teaching days.</td>
</tr>
<tr>
<td>5</td>
<td>116.64</td>
<td>58.32</td>
<td>76.98</td>
<td>119.26</td>
<td>59.63</td>
<td>78.71</td>
<td>A reserve teacher who replaces the same teacher for 16-79 consecutive teaching days.</td>
</tr>
</tbody>
</table>

For Teachers with Two-year Certificates Who May Not Teach in the Classroom for Ten (10) or More Consecutive Days:

<table>
<thead>
<tr>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Step</td>
<td>Full Day</td>
<td>Half Day</td>
<td>Two-Thirds</td>
<td>Full Day</td>
<td>Half Day</td>
<td>Two-Thirds</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>$61.20</td>
<td>$34.50</td>
<td>$43.88</td>
<td>$62.58</td>
<td>$35.28</td>
<td>$44.87</td>
<td>A reserve teacher who has not accumulated 40 days of teaching for the year.</td>
</tr>
<tr>
<td>2</td>
<td>70.47</td>
<td>37.18</td>
<td>49.16</td>
<td>72.06</td>
<td>38.02</td>
<td>50.27</td>
<td>A reserve teacher who has accumulated 40 days of teaching for the year.</td>
</tr>
</tbody>
</table>
APPENDIX D RESERVE TEACHERS

NOTES

1. Reserve teachers who substitute on long-term assignment thirty (30) consecutive teaching days, will receive one day of sick leave for each thirty (30) days worked.

2. Reserve teachers may participate in the District 281 staff development program. They can obtain a course booklet by picking them up at the central office or by calling and requesting that a copy be mailed to them.
APPENDIX E

CREATIVE PLAY TEACHERS

It is understood by the Federation and the district that all provisions of the collective bargaining agreement except Sections 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 6-13, 6-14, 10-1-4, 10-1-5, 10-2, as well as all of Articles VII, XII, and XIII apply to that class of employees referred to as Creative Play teachers. If there is any deviation from this understanding, it is either noted in the specific article and section, or is delineated below in this appendix.

It is understood that because the program is dependent upon parent fees for staff salaries, enrollment plays a significant role in the number of hours worked per week, as well as the offering of specific classes.

Seniority

Creative Play teachers shall accrue seniority on the date the teacher is hired to work as a Creative Play teacher.

Teachers who hold positions in the Creative Play program shall hold seniority rights only to teaching positions in the Creative Play program. Seniority rights cannot be transferred to positions in other Appendices programs or to positions in the ECSP/Kindergarten through grade 12 program. Teachers in other Appendices programs and teachers in the ECSP/Kindergarten through grade 12 programs hold no seniority rights to positions in the Creative Play program.

Probationary Period

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

Staff Reduction

Release

1. When it is necessary to reduce the number of Creative Play teachers at the beginning or end of the school year, a teacher with the least seniority shall be laid off first.
APPENDIX E - CREATIVE PLAY TEACHERS

2. If during the school year a reduction in staff becomes necessary in Creative Play, the teacher whose class is affected shall be the one to be laid off.

Recall

Recall shall be in seniority order. The teacher with the most seniority shall be recalled first from the layoff list.

Holidays

Permanent, five-day per week Creative Play teachers normally scheduled to work on one of the recognized holidays will be paid their normal daily salary. These holidays include New Year’s Day, Martin Luther King’s birthday, Presidents’ Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, MFT convention day (Friday following third Thursday in October), Thanksgiving Day, Friday following Thanksgiving and Christmas Day.

At a minimum, Creative Play teachers scheduled to work fifteen (15) hours per week or more will be granted three (3) paid holidays per year.

Insurance

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

Sick Leave

Creative Play teachers scheduled for fifteen (15) hours per week or more, are eligible for five (5) paid sick-leave days during the school year. Teachers scheduled for nine (9) hours per week or more, are eligible for two (2) paid sick-leave day during the school year. Sick leave can be accumulated from year to year. Sick leave may be used by the teacher for religious holidays.
APPENDIX E - CREATIVE PLAY TEACHERS

Critical Illness

Five (5) days of sick leave may be used by a teacher for critical illness or surgery in the immediate family which shall be defined as spouse, child, parent and legal guardian. Requests to have such leaves deducted from sick leave are to be directed through the director's office to the director of human resources. All leaves will be deducted from salary unless approved by the director of human resources.

Professional Leave

Professional leave may be granted to teachers scheduled fifteen (15) hours per week or more to attend meetings, seminars, school visitation, etc. for the purpose of improving the educational proficiency of the teacher. One day can be scheduled each year; request for such leave must be submitted at least one week in advance to the program director.

Workshop Attendance

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

Snow Days

Creative Play teachers will be paid their regular daily wage when they are scheduled to work on a day when the district declares a snow day and classes are canceled.

Bereavement Leave

Creative Play teachers will be paid for bereavement leave as described in 10-2-3.

Personal Leave

Creative Play teachers scheduled to work fifteen (15) hours or more per week are eligible for up to three (3) days of personal leave per year without salary reduction. Each day used for personal leave will be deducted from sick leave.
APPENDIX E - CREATIVE PLAY TEACHERS

Salary

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<thead>
<tr>
<th>Years in District</th>
<th>Step</th>
<th>1991-92 Hourly Rate</th>
<th>1992-93 Hourly Rate</th>
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Creative Play teachers shall be eligible for step movement on the above-noted schedule based on years of service, provided that a teacher must complete a minimum of 500 hours of service in a school year to be eligible for a step increase.
It is understood by the Federation and the district that all provisions of the collective bargaining agreement, except Section 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 6-13, 6-14, 10-1-4, 10-1-5, 10-2 as well as all of Articles VII, XII, and XIII, apply to Adventure Club teachers. If there is any deviation from this understanding, it is either noted in the specific article and section, or is delineated below in this appendix.

It is understood that because the program is dependent upon parent fees for staff salaries, enrollment plays a significant role in the number of hours worked per week, as well as the offering of specific programs.

Seniority

Adventure Club teachers shall accrue seniority in the following two (2) job categories: Adventure Club lead teacher and Adventure Club non-lead teacher. Seniority shall be defined as the date on which a teacher is hired to work as an Adventure Club lead teacher or an Adventure Club non-lead teacher. Seniority accrued as an Adventure Club non-lead teacher shall apply to Adventure Club lead teaching on the basis of .5 for each full year of non-lead teaching.

Teachers who hold positions in the Adventure Club shall hold seniority rights only to teaching positions in the Adventure Club program. Seniority rights cannot be transferred to positions in other Appendices programs or to positions in the ECSP/Kindergarten through grade 12 program. Teachers in the Appendices programs and teachers in the ECSP/Kindergarten through grade 12 program hold no seniority rights to positions in the Adventure Club program.

Probationary Period

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

Staff Reduction

Release

When it is necessary to reduce the number of Adventure Club teachers at the beginning or end of the school year, the release shall be in seniority order by job category. A teacher with the least seniority in a given job category shall be laid off first.

If during the school year a reduction in staff becomes necessary, the teacher whose program is affected shall have the right to retain employment over the teacher with the least seniority.

Recall

Recall shall be in seniority order. The teacher with the most seniority shall be recalled first from the layoff list.

Holidays

Permanent five-day per week Adventure Club teachers normally scheduled to work on one of the recognized holidays will be paid their normal daily salary. These holidays include New Year's Day, Martin Luther King's birthday, Presidents' Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, MFT convention day (3rd Friday of October), Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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

Insurance

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

Sick Leave

Adventure Club teachers scheduled for fifteen (15) hours per week or more, are eligible for five (5) paid sick leave days during the school year. Teachers scheduled for nine (9) hours per week or more, are eligible for two (2) paid sick leave days during the school year. Sick leave may be accumulated from year to year. Sick leave may be used by the teacher for religious holidays.

Critical Illness

Five (5) days of sick leave may be used by a teacher for critical illness or surgery in the immediate family which shall be defined as spouse, child, parent and legal guardian. Requests to have such leaves deducted from sick leave are to be directed through the director’s office to the director of human resources. All leaves will be deducted from salary unless approved by the director of human resources.

Professional Leave

Professional leave will be granted to teachers scheduled fifteen (15) hours per week or more to attend meetings, seminars, school visitation, etc., for the purpose of improving the educational proficiency of the teacher. Three (3) days can be scheduled each year; request for such leave must be submitted at least one week in advance to the program director.

Workshop Attendance

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

Snow Days

Adventure Club teachers will be paid their regular daily wage when they are scheduled to work on a day when the district declares a snow day and classes in District 281 are canceled.

Bereavement Leave

Adventure Club teachers will be paid for bereavement leave as described in 10-2-3.
APPENDIX F - ADVENTURE CLUB TEACHERS

Personal Leave

Adventure Club teachers scheduled to work fifteen (15) hours or more per week are eligible for up to three (3) days of personal leave per year without salary reduction. Each day used for personal leave will be deducted from sick leave.

Salary

<table>
<thead>
<tr>
<th>Years in District</th>
<th>Step</th>
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<th>Hourly Rate 1992-93</th>
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<tr>
<td>Lead Teacher</td>
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<td>1</td>
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<td>5</td>
<td>5</td>
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<td>14.30</td>
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</tbody>
</table>
APPENDIX G

PARENT-CHILD CENTER TEACHERS

It is understood by the Federation and the district that all provisions of the collective bargaining agreement, except sections 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 6-13, 6-14, 10-1-4, 10-1-5, 10-2, as well as all of articles VII, XII, and XIII, apply to that class of employees referred to as Parent-Child Center 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.

Holidays

Permanent Parent-Child Center teachers normally scheduled to work on one of the recognized holidays will be paid their normal daily salary. These holidays include New Year's Day, Martin Luther King's birthday, Presidents' Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, MFT convention day, (Friday), Thanksgiving, Friday after Thanksgiving and Christmas Day.

Seniority

Seniority shall be defined as the date on which a teacher is hired to work as a Parent-Child Center teacher. Teachers who hold positions in the Parent-Child program shall hold seniority rights only to teaching positions in the Parent-Child program. Seniority rights cannot be transferred to positions in other Appendices programs or to positions in the ECSP/kindergarten through grade 12 programs. Teachers in other Appendices programs and teachers in the ECSP/kindergarten through grade 12 program hold no seniority rights to positions in the Parent-Child program.

Probationary Period

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

Staff Reductions

Release

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

Recall

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

Insurance

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

Sick Leave

Effective on the date of execution of this agreement, Parent-Child Center teachers scheduled for a minimum of fifteen (15) hours per week are eligible for five (5) paid sick-leave days during the school year. Teachers scheduled for nine (9) hours per week or more are eligible for two (2) days paid sick leave during the school year. Sick leave may be accumulated from year to year. Sick leave may be used by the teacher for religious holidays.

Critical Illness

Five (5) days of sick leave may be used by a teacher for critical illness or surgery in the immediate family which shall be defined as spouse, child, parent and legal guardian. Requests to have such leaves deducted from sick leave are to be directed through the director's office to the director of human resources. All leaves will be deducted from salary unless approved by the director of human resources.
APPENDIX G - PARENT-CHILD CENTER TEACHERS

Workshop Attendance

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

Professional Leave

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

Snow Days

Parent-Child Center teachers will be paid their regular daily wage when they are scheduled to work on a day when the district declares a snow day and classes in District 281 are canceled.

Bereavement Leave

Parent-Child Center teachers will be paid for bereavement leave as described in 10-2-3.

Personal Leave

Parent-Child Center teachers scheduled to work fifteen (15) hours or more per week are eligible for up to three (3) days of personal leave per year without salary reduction. Each day used for personal leave will be deducted from sick leave.

Salary

<table>
<thead>
<tr>
<th>Years in District</th>
<th>Step</th>
<th>Hourly Rate 1991-92</th>
<th>Hourly Rate 1992-93</th>
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<tr>
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<tr>
<td>7</td>
<td>7</td>
<td>21.44</td>
<td>22.51</td>
</tr>
</tbody>
</table>

Parent-Child Center teachers shall be eligible for step movement on the above-noted schedule based on years of service, provided that a teacher must complete a minimum of 500 hours of service in a school year to be eligible for a step increase.
APPENDIX H

ADULT ACADEMIC TEACHERS

It is understood by the Federation and the district that all provisions of the collective bargaining agreement, except sections 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 6-13, 6-14, 10-1-4, 10-1-5, 10-2, as well as all of articles VII, XII and XIII, apply to that class of employees referred to as Adult Academic teachers. If there is any deviation from this understanding, it is either noted in the specific article and section, or is delineated below in this appendix.

Holidays

Permanent Adult Academic teachers normally scheduled to work on one of the recognized holidays will be paid their normal daily salary. These holidays include New Year’s Day, Martin Luther King’s birthday, Presidents’ Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, MFT convention day (Friday following third Thursday in October), Thanksgiving, Friday after Thanksgiving and Christmas Day.

Seniority

Seniority shall be defined as the date on which a teacher is hired to work as an Adult Academic teacher. Teachers who hold positions in the Adult Academic program shall hold seniority rights only to teaching positions in the Adult Academic program. Seniority rights cannot be transferred to positions in other Appendices programs or to positions in the ECSP/Kindergarten through grade 12 programs. Teachers in other Appendices programs and teachers in the ECSP/Kindergarten through grade 12 programs hold no seniority rights to positions in the Adult Academic program.

Probationary Period

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

Staff Reductions

Release

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

Recall

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

Insurance

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

Sick Leave

Adult Academic teachers scheduled for a minimum of fifteen (15) hours per week or more, are eligible for five (5) paid sick leave days during the school year. Teachers scheduled for a minimum of nine (9) hours per week are eligible for two (2) paid sick leave days during the school year. Sick leave may be accumulated from year to year. Sick leave may be used for religious holidays.

Critical Illness

Five (5) days of sick leave may be used by a teacher for critical illness or surgery in the immediate family which shall be defined as spouse, child, parent and legal guardian. Requests to have such leaves deducted from sick leave are to be directed through the director's office to the director of human resources. All leaves will be deducted from salary unless approved by the director of human resources.
APPENDIX H - ADULT ACADEMIC TEACHERS

Bereavement Leave

Adult Academic teachers will be paid for bereavement leave as described in 10-2-3.

Workshop Attendance

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

Snow Days

Adult Academic teachers will be paid their regular daily wage when they are scheduled to work on a day when the district declares a snow day and classes in District 281 are canceled.

Personal Leave

Adult Academic teachers scheduled to work fifteen (15) hours or more per week are eligible for up to three (3) days of personal leave per year without salary reduction. Each day used for personal leave will be deducted from sick leave.

Salary

<table>
<thead>
<tr>
<th>Years in District</th>
<th>Step</th>
<th>Hourly Rate 1991-92</th>
<th>Hourly Rate 1992-93</th>
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</table>

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

SCHOOL CALENDAR FOR 1991-92

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
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<td>September 3 - November 1</td>
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<td>43 days for students</td>
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<tr>
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<td>43 days for teachers</td>
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<tr>
<td>Second marking period</td>
<td>November 4 - January 17</td>
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<td>41 days for students</td>
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<td>43 days for teachers</td>
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<td>Third marking period</td>
<td>January 21 - March 20</td>
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<td>175 days for students</td>
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<td>189 days for teachers</td>
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<td>Last day of school for students</td>
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<td>Last day of work for teachers</td>
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SCHOOL NOT IN SESSION

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<td>MFT teacher convention day</td>
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<td>Martin Luther King's birthday</td>
<td>January 20, 1992</td>
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<td>Presidents' Day</td>
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## APPENDIX I

### SCHOOL CALENDAR FOR 1992-93

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher preschool workshop</td>
<td>August 31, September 1, 2, 3</td>
</tr>
<tr>
<td>First marking period</td>
<td>September 8 - November 6</td>
</tr>
<tr>
<td></td>
<td>43 days for students</td>
</tr>
<tr>
<td></td>
<td>43 days for teachers</td>
</tr>
<tr>
<td>Second marking period</td>
<td>November 9 - January 22</td>
</tr>
<tr>
<td></td>
<td>40 days for students</td>
</tr>
<tr>
<td></td>
<td>42 days for teachers</td>
</tr>
<tr>
<td>Third marking period</td>
<td>January 25 - March 26</td>
</tr>
<tr>
<td></td>
<td>43 days for students</td>
</tr>
<tr>
<td></td>
<td>44 days for teachers</td>
</tr>
<tr>
<td>Fourth marking period</td>
<td>March 29 - June 11</td>
</tr>
<tr>
<td></td>
<td>45 days for students</td>
</tr>
<tr>
<td></td>
<td>47 days for teachers</td>
</tr>
<tr>
<td>Entire year</td>
<td>170 days for students</td>
</tr>
<tr>
<td></td>
<td>189 days for teachers</td>
</tr>
<tr>
<td>Last day of school for students</td>
<td>June 9, 1993</td>
</tr>
<tr>
<td>Last day of work for teachers</td>
<td>June 11, 1993</td>
</tr>
</tbody>
</table>

### SCHOOL NOT IN SESSION

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Day</td>
<td>September 7, 1992</td>
</tr>
<tr>
<td>Teachers' convention day</td>
<td>October 16, 1992</td>
</tr>
<tr>
<td>Thanksgiving</td>
<td>November 26-27, 1992</td>
</tr>
<tr>
<td>Winter recess</td>
<td>December 21, 1992-January 1, 1993</td>
</tr>
<tr>
<td>Martin Luther King’s birthday</td>
<td>January 18, 1993</td>
</tr>
<tr>
<td>Presidents’ Day</td>
<td>February 15, 1993</td>
</tr>
<tr>
<td>Spring recess</td>
<td>April 5-12, 1993</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>May 31, 1993</td>
</tr>
</tbody>
</table>
Teacher preschool workshop | August 30, 31, September 1, 2
---|---
First marking period | September 7 - November 5
43 days for students
43 days for teachers
---|---
Second marking period | November 8 - January 21
40 days for students
42 days for teachers
---|---
Third marking period | January 24 - March 25
43 days for students
44 days for teachers
---|---
Fourth marking period | April 5 - June 10
45 days for students
47 days for teachers
---|---
Entire year | 170 days for students
189 days for teachers
---|---
Last day of school for students | June 8, 1994
Last day of work for teachers | June 10, 1994

SCHOOL NOT IN SESSION

Labor Day | September 6, 1993
Teachers’ convention day | October 15, 1993
Thanksgiving | November 25-26, 1993
Winter recess | December 20, 1993-January 2, 1994
Martin Luther King’s birthday | January 17, 1994
Presidents’ Day | February 14, 1994
Spring recess | March 28 - April 4, 1994
Memorial Day | May 30, 1994

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Labor Relations Director
County of Hennepin
Robbinsdale Independent Sch Dist 281
4148 Winnetka Avenue North
New Hope, MN. 55427

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1989

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

WITH TEACHERS

Hennepin Cnty MN Ind Sch Dist 281 Teachers

MINNESOTA

Would you please send us a copy of your current agreement—without any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

JANET L. NORWOOD

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved

2. Number and location of establishments covered by agreement

3. Product, service, or type of business

4. If your agreement has been extended, indicate new expiration date

Ann Eilbracht, Director of Human Resources

612-533-2781

4148 Winnetka Avenue North, New Hope MN 55427

Area Code/Telephone Number

Address

City/State/ZIP Code