

# **Collective Bargaining Agreement**

**between**

**Independent School District 281 Robbinsdale  
Area Schools Hennepin County, Minnesota**

**and**

**Robbinsdale Federation of Teachers, Local 872  
(American Federation of Teachers, AFL-CIO)**

**2021-2022**

**2022-2023**

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## **Preamble**

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

## **Agreement**

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

## **Recognition**

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

## **ARTICLE I: Definitions**

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

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

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

School district shall mean Independent School District 281, Robbinsdale Area Schools. For the purpose of administering this agreement, the term School Board shall mean the School Board or its designated representative.

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

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

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

The School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and the selection, direction and number of personnel.

The School Board has the right and obligation to manage efficiently and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

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

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

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

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

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

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

The Federation president may be scheduled for an amount of non-teaching time as determined by the Federation. The daily schedule for the Federation president shall be agreed to by the Federation, the building principal, and the Human Resources Office by May 1 prior to the school year in which the schedule will take effect.

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

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

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

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

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

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

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

## **ARTICLE IV: Teacher Rights**

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

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

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

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

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

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

## **ARTICLE V: Grievance Procedures**

### **5-1 Definition**

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

### **5-2 Representation**

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

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

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

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

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

The Federation shall have the exclusive right to process all grievances on behalf of grievants. If the

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

**5-3 Extension**

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

**5-4 Days**

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

**5-5 Time Limits**

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

**5-6 Computation of Time**

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

**5-7 Filing and Postmark**

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

**5-8 Adjustment of Grievances**

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

**5-8-1 First Level**

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

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

be reached within ten (10) school days, the second level may be initiated within five (5) school days thereafter.

**5-8-2 Second Level**

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

**5-8-3 Third Level**

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

**5-8-4 Fourth Level**

Within said five (5) days, either party may request arbitration. The parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to submit a list of five arbitrators, providing such request is made within twenty (20) days after request for arbitration. The parties shall alternately strike names from the list of five until only one name remains that shall be the agreed-upon arbitrator. Failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

**5-9 Hearing**

A single arbitrator shall hear the grievance and both parties may be represented by such person or persons as they may choose provided the selection is consistent with 5-2-2. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de nova. The arbitrator shall swear all witnesses upon oath.

**5-10 Decision**

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

**5-11 Expense**

Each party shall bear its own expenses in connection with arbitration or mediation including expenses relating to the party's representatives, witnesses and any other expenses that the party incurs in connection with presenting its case in arbitration or mediation. The parties shall share equally fees and expenses of the

arbitrator. The cost of a transcript or recording, if requested, shall be borne by the requesting party(ies).

#### **5-12 Jurisdiction**

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

#### **5-13 Appearance and Representation**

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

#### **5-14 Investigation of Grievances**

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

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

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

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

### **ARTICLE VI: Working Conditions**

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

##### **6-1-1 Personnel Information**

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

##### **6-1-2 License**

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

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

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

## **6-2 Personnel Files**

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

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

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

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

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

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

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

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

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

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

When schools are closed due to inclement weather, snow or other unforeseen circumstances such as mechanical failure and such closure has been officially promulgated, teachers shall not be expected to report to work.

If days lost by such emergency result in the school year falling below the minimum required by law, days lost by such emergencies may be rescheduled by the school district after consultation with the RFT President.

In the case of school being closed due to extreme cold, teachers will report to work.

In the event an official "late start" is called by the District, all teachers are expected to report for duty as soon as safe travel permits. The latest, acceptable report time shall be the normal report time plus length of the "late



start” (e.g., normal start time is 8:00 a.m.; in a 2 hour late start, the latest, acceptable report time shall be 10:00 a.m.).

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

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

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

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

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

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

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

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

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

When meetings are scheduled immediately following student contact time and the meeting goes fifteen (15) or more minutes past the duty time, the staff can timecard and receive additional pay in fifteen (15) minute increments without prior approval.

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

Block Scheduling will consist of three (3) daily blocks/one (1) block preparation time or five (5) skinnies/one (1) skinny preparation time/one (1) duty.

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

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

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

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

#### **6-8 Building Hours**

The specific hours at any individual building may vary according to the needs of the educational program of the

school district. The specific hours for each building will be designated by the School Board.

## **6-9 Additional Activities**

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

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

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

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

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

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

In the event the district elects to fill a vacancy for a permanent position outside of the bargaining unit that requires a licensed person, such vacancy shall be posted electronically on the District's designated job posting website.

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

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

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

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

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

Each teacher will be scheduled for an average of sixty (60) minutes per day planning time free from student contact. At the elementary level, an average of 30 minutes of preparation time shall be during the student day and an additional 30 minutes shall be designated prior to the student day. All building committee meetings should seek to end before this time. When a lyceum or planned school program falls at a time when a teacher is scheduled for planning time, the classroom teacher or the special subject teacher may be required by the administration to attend and supervise students at the program, but in no case shall teachers be required to perform such duty more than twice in a single month, and no more than a total of six (6) times per year. The administration may set a general staff meeting at times when teachers are scheduled for planning time, but the number of such meetings shall not exceed nine (9) per year. Teachers will be scheduled for twenty (20) minutes per day of "electronic reporting time" to address activities including: responding to email, voice mail, phone

calls, and updating grades.

## **6-12 Conference Time**

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

Conferences will be held in blocks of time after the student day. Two (2) compensatory days will be scheduled per semester in exchange for up to three (3) evenings of scheduled conference times equaling no more than fourteen (14) hours and twenty (20) minutes total. Half (50%) of that time may be utilized for professional development activity by individuals not needed for conference interactions with parents.

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

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

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

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

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

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

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

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

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

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

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

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

## **6-16 Substitute Teaching**

Any time a teacher substitute teaches beyond the normal 5 hour, 10 minute student contact time, the teacher shall receive additional pay. The pay shall be an amount equal to the portion of the absent teacher's student load assigned to the substituting teacher. In addition, if a classroom is split between two or more classrooms

when a substitute is unavailable, teachers shall each receive full day substitute pay. Secondary allied arts teachers who teach these larger classes shall receive substitute pay, pro-rated to the number of minutes the class lasts. Elementary allied arts teachers will receive ¼ of a full day substitute pay per class. Payment for substituting during a teacher's prep time shall be the hourly rate that matches the teacher's lane placement as listed in Appendix C. A teacher shall not be required to substitute teach more than twice per month.

An elementary licensed staff pulled from their assigned duty to cover a classroom for the day will receive the sub daily rate of pay in addition to their daily pay.

An elementary licensed staff pulled from their assigned duty to cover a classroom for a half day or less will receive half the sub daily rate of pay in addition to their daily pay.

A secondary licensed staff pulled from their assigned duty to cover a classroom for a single period shall be the hourly rate that matches the teacher's lane placement as listed in Appendix C.

#### **6-17 Curriculum Writing**

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

#### **6-18 Job Sharing**

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

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

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

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

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

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

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

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

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

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

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

A teacher in the appropriate bargaining unit, who has not completed the probationary

requirements as set forth in Minnesota Statute 122A.40, subdivision 5, shall be considered a probationary teacher. The first three (3) consecutive years of a teacher's first teaching experience in District 281 shall be deemed to be a probationary period of employment. If a teacher obtained a continuing contract or tenure in a single Minnesota school district other than District 281, the probationary period thereafter in District 281 shall be one (1) year.

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

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

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

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

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

A teacher's seniority date shall be defined as the teacher's most recent date of hire by the school district as determined by the date of the letter sent to the teacher by the Human Resources Office stating that the teacher has been hired pending approval of the School Board. Seniority dates may be changed in accordance with 7-4-3. If a teacher is rehired prior to October 1, the teacher will retain his/her original seniority date.

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

**Leave 7-1-3-1 Probationary Teachers**

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

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

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

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

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

seniority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7-2 Reinstatement**

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

### **7-2-1 Availability**

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

### **7-2-2 Notification**

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

### **7-2-3 Response**

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

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

Teachers on unrequested leave of absence who intend to be absent from their current mailing address for an extended period of time, may file with the Human Resources Office using the designated form, their acceptance or rejection of a position vacancy, if such vacancy were to occur during the period of their absence. In addition, teachers may designate an individual, on the prescribed form, with the authority to make a decision regarding any such vacancies that arise during the absence of the teacher.

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

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

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

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

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

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

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

A teacher placed on unrequested leave of absence from a part-time position is only entitled to

reinstatement to a part-time position equal to the one last held before layoff. Refusal to accept reinstatement to a position to which the teacher is entitled shall constitute resignation.

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

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

### **7-3 Termination of Rights**

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

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

### **7-4 Seniority**

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

#### **7-4-1 Filing Date**

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

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

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

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

The length of service for all teachers shall be calculated from the most recent date of hire. Changes in seniority dates, which were adjusted because of the length of service, Reduced Load Clause (5-21-4-2 in 1977-79 contract) in the pre-1979-81 Collective Bargaining Agreements, shall stand and not be retroactively corrected. These shall be the only deviations from hire dates permitted in the calculation



of seniority rights, except for the correction of errors or acceptance of a leave under 10-3-3. The length of service for teachers on medical leave shall include up to two (2) years of time spent on medical leave. The length of service for teachers granted Federation leave, or governmental leave shall include the time spent on Federation or governmental leave.

**7-4-4 Seniority List**

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

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

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

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

**7-4-6 Multiple Licenses**

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

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

**8-1 Definitions**

**8-1-1 Transfer**

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

**8-1-2 Voluntary Transfer**

A voluntary transfer is a transfer initiated by a teacher.

**8-1-3 Involuntary Transfer**

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

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

The term internal building staffing or building settling refers to the process used by a principal in determining internal building assignments for the ensuing school year. Displacement from Building Displacement from building refers to the involuntary transfer of a teacher from a building when an excess of staff occurs in a particular department following unrequested leave and internal building staffing determinations.

## **8-2 Voluntary Transfers**

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

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

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

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

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

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

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

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 Executive Director for Human Resources, and subject to other limitations set forth in this agreement.

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

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

## **8-3 Involuntary Transfers**

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

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

### **8-3-2 Administrative Transfers**

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

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

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

When transfers between schools are initiated based on changes in school enrollments, or changes in projected secondary class enrollments, the teacher to be transferred shall be

that person in the building who possesses the least district-wide seniority by area of licensure or a teacher in the building who voluntarily agrees to the transfer.

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

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

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

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

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

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

- Step 1: When a teacher's work performance is unsatisfactory, the principal shall notify the teacher in writing, stating the reasons for the principal's dissatisfaction with the teacher's performance. The teacher shall have ten (10) teaching days in which to respond in writing to the principal's notice. A copy of the notice shall be sent to the Assistant Superintendent for Teaching and Learning and the Executive Director of Human Resources who may offer, in writing, further corrective steps to be taken by the teacher after consultation with the teacher and the principal.
- Step 2: After notice has been given to the teacher, and after corrective steps have been attempted, if the teacher's work does not improve to the satisfaction of the principal and appropriate administrator, and if in the judgment of the appropriate administrator a change in placement and assignment indicates a possibility for satisfactory work, a transfer to another building may be made before the end of the school year, normally to become effective at the beginning of the next school year.
- Step 3: The receiving principal shall be informed within a reasonable time in advance of the teacher's transfer and shall be informed of the steps taken or to be taken in attempting to assist the teacher to make a satisfactory adjustment.

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

Transfers may be initiated based on programmatic needs when:

1. The Minnesota Department of Education rules and/or regulations requires the course offering.

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

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

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

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

By notifying the Human Resources Office prior to February 1, a teacher on special assignment may return to a position in the bargaining unit similar to the one the teacher held prior to accepting the special assignment. Transfers from special assignment positions to other bargaining unit positions must conform to the provisions of Article VIII of this Agreement. A teacher on special assignment returning to a teaching position shall find a position in his/her license area through the transfer pools.

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

Building level Teachers on Special Assignment (TOSA) assigned to one specific school site will be building- settled rather than use the pool process for placement if the teacher's position is eliminated or discontinued, or if the teacher notifies the Human Resources office prior to February 1 that the teacher wishes to return to a position similar to the one held prior to accepting the special assignment.

#### **8-5 Staffing Process**

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

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

Internal building staffing occurs after the district determines its district-wide staffing needs by licensure area and before positions are posted in Transfer Pool 1 and between the first and second posting of Pool 1. Internal building staffing may not occur again after the transfer pools are closed. Changes in teacher assignments within a building after the transfer pools are closed will be done utilizing a voluntary transfer agreement with the teacher, the teacher exclusive representative (RFT President) and Human Resources.

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

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

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

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

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

## **8-5-3 No Bumping**

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

## **8-5-4 Transfer Pools**

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

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

Transfer Pool 1 will include the following eligible teachers:

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

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

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

Transfer Pool 2 will contain the names of the following:

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

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

After selection of position from pool 2, the teacher shall contact the building principal/program director to discuss job expectations and building procedures related to the assignment.

\*Pool 2 listings may also have building/program expectations and job descriptions attached by supervisor to better inform the candidate on the assignment.

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

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

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

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

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

## **ARTICLE IX: Discipline**

### **9-1 Levels of Discipline**

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

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

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

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

### **9-3 Notice**

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

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

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

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

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

If a teacher refuses to sign the reprimand or letter, it may be placed in the teacher's personnel file by the administration with a notation indicating the date the meeting was held to review the reprimand or letter, and the fact that the teacher refused to sign the copy placed in the file. The teacher shall be afforded up to fourteen

(14) calendar days to respond in writing to the reprimand or letter and the teacher's response shall be attached to the file copy of the reprimand or letter of deficiency.

## **9-6 Discharge**

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

# **ARTICLE X: Leaves of Absence**

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

### **10-1-1 Military Leaves**

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

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

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

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

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

The district may, at its discretion, grant such leaves in accordance with Minnesota Statute 354.66. Approval of the teacher's principal or immediate supervisor and the Human Resources Office is required. Approval will depend, in part, on the availability of a qualified teacher to share the position at no extra cost to the district. Applications for this type of part-time employment must be received by the Human Resources Office no later than February 1 of the school year prior to that to which it would apply.

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

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

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

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

school district at its discretion.

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

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

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

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

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

##### **Pay 10-1-5-1 Purpose**

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

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

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

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

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

Leave of absence without pay for two years will be considered for study or teaching in a foreign country.

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

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

#### **10-1-6 Group Insurance**

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



## **10-2 Leaves of Absence with Pay**

### **10-2-1 Sabbatical Leaves**

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

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

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

#### **10-2-1-2 Time to Apply**

Applications for sabbatical leave must be made on forms available in the Human Resources Office on or before February 15. Successful applicants will be notified on or before March 15.

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

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

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

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

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

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

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

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

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

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

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

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

- a. Paid time off (PTO) is defined as absence used for illness, adoption, personal use (non-vacation), paid childcare leave, and bereavement. Paid time off does not include such absences as jury duty (10-2-5), military leave (10-2-4), paid holidays (6-4), religious holidays (6-5), sabbaticals (10-2-1), or any unpaid leaves. Pre-approval is unnecessary except as defined in (d) and (e) below.
- b. All full-time teachers shall be credited with twelve (12) days of PTO per contract year. The credit shall be made at the beginning of each school year. Part-time teachers shall accrue PTO days on a pro-rata basis. If a teacher leaves the district having used more PTO days than he/she has accumulated, the district shall reduce the teacher's final paycheck for any unearned PTO days on a pro-rata basis.
- c. A teacher may use PTO days up to the amount accumulated for reasons defined in Article 10. The district will require the teacher to seek approval for PTO usage in excess of three (3) consecutive days, except in cases of illness or emergency. The teacher shall inform the principal when illness or emergency leaves exceed three (3) days.
- d. Paid time off (PTO) shall not be used on the first five (5) or last five (5) schooldays of the year except for illness, emergency, or prior approval of Human Resources.
- e. Before/after a holiday or vacation period, including Minnesota fishing and deer hunting opening weekends, no more than 5% (or at least 1 teacher) of a building teaching staff may use PTO. Absences taken without pre-approval will be subject to progressive discipline policy.
- f. Exceptions to these limitations shall be considered on an individual basis.
- g. PTO is not to be used as vacation. Staff who take PTO for vacation may be subject to the progressive discipline policy.
- h. Days of PTO resulting from physical assault with police report filed will be restored.

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

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

- a. To have the District contribute the amount set forth below in the table of pay at the teacher's daily rate into the teacher's account in the State of Minnesota Deferred Compensation Plan (457) tax sheltered annuity or 403(b) plan approved provider; or

- b. Receive payment set forth below in the table, to be paid no later than July 15.
- c. Use of one (1) day paid time off shall be allowed for a teacher's eligibility for receiving the incentive.
- d. Use of one (1) PTO day will qualify as zero (0) days used (previously interpreted as one (1) personal leave day).

Option	Zero Days Used	One Day Used
a. Tax shelter deposit	2 days of pay	1 day of pay

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

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

- a. Unused days may be added to each teacher's previously accrued PTO balance.
- b. Up to five (5) unused PTO days may be sold back at the rate of one hundred seventy-five dollars (\$175) in a lump sum payment if a teacher's accrued PTO balance equals thirty (30) unused days or more.
- c. Up to an additional three (3) days unused PTO days may be sold back at the rate of one hundred seventy-five dollars (\$175) per day, in a lump sum payment if a teacher's accrued PTO balance equals sixty (60) unused days or more.
- d. Up to an additional two (2) days unused PTO may be sold back at the rate of one hundred seventy-five dollars (\$175) per day in a lump sum payment if a teacher's accrued PTO balance equals seventy (70) unused days or more.

#### **10-2-2-2.5 Unused PTO Days**

At the end of the contract year or retirement, individuals who are **not** covered by 13-8 benefits (cafeteria plan) may use PTO days as follows:

- a. Up to five (5) days may be sold back at the rate of one hundred seventy-five dollars (\$175) per day in a lump sum payment plan provided the individual has qualified for the Incentive for Attendance as provided in 10-2-2-1.

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

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

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

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

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

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

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

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

following receipt of such orders.

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

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

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

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

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

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

#### **10-2-7 Other Paid Leave**

Days of PTO resulting from physical assault with a police report filed or a completed investigation report will be restored.

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

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

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

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

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

A teacher making application for child-care leave shall submit a written request to the Human Resources Office at least two (2) calendar months before commencement of the intended leave. The school district may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year or the like.

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

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

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

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

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

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

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

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

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

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

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

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

**10-3-2 Medical Leave**

A teacher may request in writing to be placed on medical leave. Teachers granted such leave shall continue to accrue seniority for a maximum of two (2) years, at which time the teacher must resign if unable to return to work.

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

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

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

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

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

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

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

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

### **10-5-1 Reassignment**

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

## **ARTICLE XI: Communications**

### **11-1 Non-Contractual Grievances**

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

### **11-2 Labor/Management Committees**

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

#### **11-2-1 Appointments**

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

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

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

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

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

#### **11-2-4 Insurance**

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

#### **11-2-5 Staff Development - Professional Learning Advisory Committee (PLAC)**

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

The staff development committee will focus on the District's strategic plan and Unified District Vision and must adopt a staff development plan for improving student achievement.

## **11-2 Building Communications**

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

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

### **12-1 Classification of Staff**

#### **12-1-1 Regular Teachers**

All regular classroom teachers, psychologists, school social workers, media generalists, occupational therapists, physical therapists, school counselors, nurses, early childhood educators, parent educators and teachers on special assignment come under the salary schedule and are assigned to 189 contract days including seven (7) paid holidays of service. The salary schedule is listed in Appendix A.

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

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

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

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

### **12-2 Salary Schedule**

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the agreement for the 2021-2022 and 2022-2023 school years.

### **12-3 Status of Salary Schedule**

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

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

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

Teachers may select one of the following options:

1. Their annual salary will be payable in 26 equal installments. The annual salary will be payable in 20

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

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

A payment option must be made in writing to the Executive Director of Human Resources before August 15 of any school year and shall remain in force year after year unless changed in writing to the Human Resources Office by the teacher. New teachers shall select their options at the time of signing their individual employment contract. Once an option has been made it must stay in place for the entire year.

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

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

#### **12-4-4 Travel Reimbursement and Compensation**

Travel reimbursement for training and other work-related travel will include expenses to and from the airport not to exceed \$100.00.

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

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

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

Teachers accepting initial employment in District 281 shall receive credit on the salary schedule for up to a maximum of eight (8) performance increments for approved outside experience. In instances where an individual teacher agrees to an initial performance increment placement below the maximum available to the teacher, such acceptance will be noted on the teacher's contract and the Federation will be notified. The district reserves the right to place new teachers on a higher level of the salary schedule than previous experience would warrant.

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

The initial training level placement will be the degree held at the time of teacher certification.

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

The deadline to apply for change of training level salary adjustments will be October 1 for credits earned by September 1, and March 1 for credits earned by February 1. Any teacher with a Bachelor's degree or above qualifying for a change of training level shall transfer at the same performance increment on the salary schedule. An application form from the Human Resources Office for change of training level with an official transcript of credits earned shall be in the Human Resources Office by October 1 or March 1. The Executive Director of Human Resources will audit all such requests and make recommendation for approval by the School Board at the next regular meeting. Any change of training level must be justified by having at least one-half of the applicable credits earned at an accredited college or university. The other one-half of the applicable credits may be local in-service credit.

##### **12-5-2-1 Credit for In-Service Courses**

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

##### **12-5-2-2 Occupational Therapist/Physical Therapist Coursework**

Occupational therapist/physical therapist coursework shall be considered for advancement of salary



lane changes when coursework is completed from an accredited medical academic institution.

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

Training beyond high school graduation is interpreted as follows:

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

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

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

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

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

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

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

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

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

Requires that sixty (60) ) post-bachelor's degree credits must be earned after the person qualified for a teaching license. Thirty (30) of such credits must be graduate level. The remaining credits may be approved under-graduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit.

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

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

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

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

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

Requires that thirty (30) post master's degree credits must be earned after the person qualified 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 to one graduate credit.

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

Requires that the forty-five (45) post master's degree credits must be earned after the person qualified 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 to one graduate credit.

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

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

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

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

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

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

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

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

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

During the year in which a teacher who is employed as an Educational Speech Language Clinician receives from the American Speech/Language/ Hearing Association Certificate of Clinical Competence the teacher shall receive additional pay. The amount shall be one-half of the difference between the amount of the performance increment and lane for which the teacher is qualified and the same performance increment of the next higher lane. For every subsequent year the certified teacher shall be placed on a lane one higher than the one for which the teacher is qualified under 12-5-3. For a teacher who has Certificate of Clinical Competence and earns a doctorate (Ph.D./Ed.D.), the teacher shall receive an additional \$2000 above the teacher's current salary.

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

During the year in which a teacher who is employed receives the Nationally Certified School Psychologist credential, the teacher shall receive additional pay. The amount shall be one-half the difference between the amount of the performance increment and lane for which the teacher is qualified and the same performance increment of the next higher lane. For every subsequent year, the certified teacher shall be placed on a lane

one higher than the one for which the teacher is qualified under 12-5-3. For a teacher who has both the NCSP and a doctorate degree, a new lane shall be developed for Doctorate Degree + National Accreditation or the district shall pay the teacher \$2000 more per year than the Doctorate Degree lane.

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

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

**12-5-3-17 Certified Occupational Therapist/Physical Therapist**

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

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

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

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

During the year in which a teacher who is employed as a behavior analyst receives Certification by the Behavior Analysis Certification Board, the teacher shall receive additional pay. The amount shall be one-half the difference between the amount of the performance increment and lane for which the teacher is qualified and the same performance increment of the next higher lane. For every subsequent year, the certified teacher shall be placed on a lane one higher than the one for which the teacher is qualified under 12-5-3. For a teacher who has Board Certification and earns a doctorate

(Ph.D./Ed.D.), the teacher shall receive an additional \$2000 above the teacher's current salary. Teachers are responsible to notify the district if the certification is renewed.

**12-5-3-20 National Board Certification for School Counselors**

During the year in which a counselor who is employed as a Licensed School Counselor receives recognition as a National Certified School Counselor (NCSC) with the National Board for Certified Counselors or ECYA/School Counseling Certificate, National Board Certification with the National Education Association (NEA), the counselor will receive additional pay. The amount shall be one-half (½) the difference between the amount of the performance increment and lane for which the counselor is qualified and the same performance increment of the next higher lane. For every subsequent year, the certified counselor shall be placed on a lane one higher than the one for which the counselor is qualified under 12-5-3. For a counselor who has either certification and earns a doctorate (Ph.D., Ed.D.), the counselor shall receive an additional \$2,000 above the counselor's current salary.

**12-5-4 Performance Increment Increase**

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

**12-5-5 Longevity Increments**

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

## **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 37.5 hours. Insurance contributions/cafeteria benefits from the district will continue for a period up to one (1) year while on workers compensation leave.

**13-1-1 District Contribution**

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

Effective	Single Plan	1+1/Family
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January 1, 2022	\$857	\$1013
January 1, 2023	\$857	\$1013

### **13-1-2 Full-Time Teachers**

Full-time teachers who enroll in the district's medical insurance plan with at least a \$1250 annual deductible will receive a District VEBA contribution: Part time teachers who are at least (.5) shall receive a prorated contribution. Married employees both in the teacher bargaining unit jointly enrolling in 1+1 or family health coverage with a minimum deductible of \$1250 or more will both be eligible for VEBA contributions to their individual accounts.

<b>Effective</b>	<b>Single Plan</b>	<b>1+1/Family</b>	<b>VEBA</b>
January 1, 2022	\$857	\$1013	\$45.84 monthly contribution; \$550 yearly
January 1, 2023	\$857	\$1013	\$45.84 monthly contribution; \$550 yearly

### **13-1-3 HSA Option**

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

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

The School Board will participate in the long-term disability insurance program. The Board will pay one-half of the annual premium for all full-time licensed teachers who participate in the program and are on the non-cafeteria benefit plan. Teachers on the cafeteria plan are responsible to pay for 100% of the premium. The income of the participant, who is forced from work for a long period of time due to reasons of health or accident, will be insured after the 65th missed day out of 130 consecutive workdays, for two-thirds of the teacher's regular salary up to the policy limit, as long as the LTD claim is approved by the insurance carrier. If the teacher requests it, the School Board will pay one-third day salary to those participants who have accumulated more than 65 days of paid time off. One-third day will be subtracted from the total number of remaining paid time off days until all paid time off has been used in full, or the teacher requests such payment be discontinued.

## **13-3 Term Life Insurance**

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

## **13-4 Dental Insurance**

The District will pay 100% of the annual single premium, and 80% of the family premium for full-time teachers who participate in the district group dental insurance plan. The District covers 100% of family dental when two (2) full time employees combine married benefits.

## **13-5 Retired Teachers**

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

### 13-6 Authorized Deductions

Teachers may individually and voluntarily authorize deductions for flexible spending, direct deposit and tax-deferred plans.

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

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

#### 13-7-1 School Board Participation Hospitalization/Major Medical

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

Amount paid by Board for Part Time	=	Hours of PT ----- Hours of FT	x	Amount paid by Board for a full-time teacher as specified in 13-1-1
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#### 13-7-2 School Board Participation: Term Life, Dental & Long-Term Disability

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

### 13-8 Cafeteria Benefits

#### 13-8-1 Eligibility

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

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

Effective	Cafeteria Plan	VEBA
January 1, 2022	\$1,061	\$45.84 monthly contribution \$550 yearly
January 1, 2023	\$1,061	\$45.84 monthly contribution \$550 yearly

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

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

#### **13-8-2 Minimum Coverage**

Each full-time teacher shall purchase, at a minimum, single coverage under the group hospitalization/major medical insurance plan and shall purchase Long-Term Disability Income insurance or a teacher may combine his/her district contribution with his/her spouse, who is currently employed in the district, to purchase combined coverage. For purposes of computing the amount to be charged to each teacher's account for the purchase of insurance coverage, the rate in effect for a particular month shall be the rate billed by the carrier for that month. Married employees both in the teacher bargaining unit jointly enrolling in 1+1 or family health coverage with a minimum deductible of \$750 or more will both be eligible for VEBA contributions to their individual accounts.

#### **13-8-3 Additional Coverage**

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

#### **13-8-4 Excess Allocation**

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

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

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

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

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

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

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

### **13-9 Deferred Compensation**

#### **13-9-1 Eligibility**

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

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

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

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

**13-9-2 District Contribution**

The district will annually match up to \$650 for the 2021-2022 school year and for the 2022-2023 school year, to either the Minnesota Deferred Compensation Plan or a 403(b) annuity, approved for deferred compensation, on a dollar-for-dollar basis.

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

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

**13-10 Severance**

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

**13-10-1 Eligibility**

To qualify for severance pay, the teacher must:

- 13-10-1-1 Be at least 55 years of age on June 30 of the school year in which the teacher's retirement becomes effective; or be less than 55 years of age and have taught for at least 30 years in the District.
- 13-10-1-2 Have completed fifteen (15) or more years of full-time service as a teacher, or the equivalent, in District 281 and/or the Federation on June 30 of the school year in which the teacher's retirement becomes effective.
- 13-10-1-3 Have provided to the school district a written resignation prior to February 1 of the school year in which the resignation becomes effective.
- 13-10-1-4 Any teacher who is discharged shall not be eligible for severance pay.

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

The amount of severance pay shall be up to 100 days of the teacher's final salary as of June 30 of the final full year of teaching. If a teacher qualifies under 13-10-1-2 but does not have fifteen (15) or more years of full-time service, the amount of severance pay shall be calculated by multiplying the average amount of the teacher's full-time equivalency times the teacher's full-time salary for the last full year of teaching. Salary shall be defined as contract-salary amount and shall not include any



additional compensation for extra-curricular activities, extended employment or other extra compensation. A maximum of one hundred (100) days may be accumulated for unused paid time off.

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

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

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

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

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

Days of PTO resulting from physical assault with a police report filed will be restored.

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

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

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

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

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

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

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

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

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

- 13-10-7-1 Severance pay for a teacher who retires on a date other than the last day of the school year shall be paid in accordance with the provisions of Sections 13-10-2, 13-10-3, 13-10-4, 13-10-5, 13-10-6.
- 13-10-7-2 In unusual circumstances, (e.g., serious illness), the district may grant early severance payment to a teacher who retires after June 30 but before the last day of the first semester.
- 13-10-7-3 A teacher's age at retirement will be considered to be the teacher's age on June 30 of the school year in which the teacher retires.

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

Any teacher of District 281 who is a member of the District major medical and hospitalization group plan, has fifteen (15) full years of full-time employment, or the equivalent, as a teacher, in the school district and/or the Federation, who retires following the age of 55, or be less than age 55, and has taught for at least 30 years in the district, may continue as a member in the insurance group. A retired teacher, who does not continue as a member in the insurance group at the time of retirement, cannot later enroll back into the plan.

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

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

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

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

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

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

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

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

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

**15-2 Severability**

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

**15-3 Effect**

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

**15-4 Finality**

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

**15-5 Term and Reopening Negotiations**

This agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and until the extension period defined in PELRA has expired. If either party desires to modify or amend this agreement commencing on July 1, 2021, they shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement.

## APPENDIX A: Salaries

### 2021-2022

PI	BA	BA15	BA30	BA45	BA60	MA	MA15	MA30	MA45	MA60	SPEC	PHD
1		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	\$42,802	\$43,928	\$44,670	\$45,410	\$47,234	\$48,972	\$50,708	\$51,902	\$53,097	\$54,181	\$55,006	\$55,830
3	\$44,443	\$46,040	\$46,838	\$47,580	\$49,968	\$51,623	\$53,275	\$54,514	\$55,754	\$56,858	\$57,758	\$58,655
4	\$46,142	\$48,253	\$49,111	\$49,966	\$52,865	\$54,418	\$55,968	\$57,260	\$58,545	\$59,694	\$60,648	\$61,625
5	\$47,909	\$50,570	\$51,497	\$52,412	\$55,923	\$57,364	\$58,805	\$60,139	\$61,471	\$62,617	\$63,681	\$64,745
6	\$49,741	\$53,001	\$53,994	\$54,981	\$59,164	\$60,470	\$61,779	\$63,166	\$64,548	\$65,711	\$66,870	\$68,026
7	\$51,645	\$55,551	\$56,616	\$57,674	\$62,591	\$63,747	\$64,902	\$66,348	\$67,781	\$68,909	\$70,213	\$71,468
8	\$53,623	\$58,221	\$59,363	\$60,500	\$66,214	\$67,201	\$68,185	\$69,689	\$71,170	\$72,366	\$73,726	\$75,087
9	\$55,674	\$61,016	\$62,244	\$63,461	\$70,049	\$70,844	\$71,632	\$73,198	\$74,731	\$75,941	\$77,413	\$78,886
10	\$57,062	\$62,539	\$63,797	\$65,045	\$75,956	\$76,550	\$77,137	\$78,799	\$80,430	\$81,688	\$83,318	\$84,951
11	\$57,627	\$63,159	\$64,429	\$65,689	\$76,708	\$77,308	\$77,900	\$79,579	\$81,226	\$82,497	\$84,143	\$85,792
12	\$57,627	\$63,159	\$64,429	\$65,689	\$76,708	\$77,308	\$77,900	\$79,579	\$81,226	\$82,497	\$84,143	\$85,792
13	\$57,627	\$63,159	\$64,429	\$65,689	\$76,708	\$77,308	\$77,900	\$79,579	\$81,226	\$82,497	\$84,143	\$85,792
14	\$57,627	\$63,159	\$64,429	\$65,689	\$76,708	\$77,308	\$77,900	\$79,579	\$81,226	\$82,497	\$84,143	\$85,792
15	\$57,627	\$63,159	\$64,429	\$65,689	\$76,708	\$77,308	\$77,900	\$79,579	\$81,226	\$82,497	\$84,143	\$85,792
16	\$58,734	\$64,265	\$65,535	\$66,795	\$79,170	\$80,389	\$81,444	\$83,122	\$84,767	\$87,111	\$88,760	\$90,408
17	\$58,734	\$64,265	\$65,535	\$66,795	\$79,170	\$80,389	\$81,444	\$83,122	\$84,767	\$87,111	\$88,760	\$90,408
18	\$58,734	\$64,265	\$65,535	\$66,795	\$79,170	\$80,389	\$81,444	\$83,122	\$84,767	\$87,111	\$88,760	\$90,408
19	\$58,734	\$64,265	\$65,535	\$66,795	\$79,170	\$80,389	\$81,444	\$83,122	\$84,767	\$87,111	\$88,760	\$90,408
20	\$58,734	\$64,265	\$65,535	\$66,795	\$79,170	\$80,389	\$81,444	\$83,122	\$84,767	\$87,111	\$88,760	\$90,408
21	\$60,430	\$66,016	\$67,297	\$68,571	\$83,212	\$84,596	\$86,589	\$88,285	\$89,948	\$92,943	\$94,609	\$96,273

### 2022-2023

PI	BA	BA15	BA30	BA45	BA60	MA	MA15	MA30	MA45	MA60	SPEC	PHD
1		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	\$43,658	\$44,807	\$45,563	\$46,318	\$48,179	\$49,951	\$51,722	\$52,940	\$54,159	\$55,265	\$56,106	\$56,947
3	\$45,332	\$46,961	\$47,775	\$48,532	\$50,967	\$52,655	\$54,341	\$55,604	\$56,869	\$57,995	\$58,913	\$59,828
4	\$47,065	\$49,218	\$50,093	\$50,965	\$53,922	\$55,506	\$57,087	\$58,405	\$59,716	\$60,888	\$61,861	\$62,858
5	\$48,867	\$51,581	\$52,527	\$53,460	\$57,041	\$58,511	\$59,981	\$61,342	\$62,700	\$63,869	\$64,955	\$66,040
6	\$50,736	\$54,061	\$55,074	\$56,081	\$60,347	\$61,679	\$63,015	\$64,429	\$65,839	\$67,025	\$68,207	\$69,387
7	\$52,678	\$56,662	\$57,748	\$58,827	\$63,843	\$65,022	\$66,200	\$67,675	\$69,137	\$70,287	\$71,617	\$72,897
8	\$54,695	\$59,385	\$60,550	\$61,710	\$67,538	\$68,545	\$69,549	\$71,083	\$72,593	\$73,813	\$75,201	\$76,589
9	\$56,787	\$62,236	\$63,489	\$64,730	\$71,450	\$72,261	\$73,065	\$74,662	\$76,226	\$77,460	\$78,961	\$80,464
10	\$58,203	\$63,790	\$65,073	\$66,346	\$77,475	\$78,081	\$78,680	\$80,375	\$82,039	\$83,322	\$84,984	\$86,650
11	\$58,780	\$64,422	\$65,718	\$67,003	\$78,242	\$78,854	\$79,458	\$81,171	\$82,851	\$84,147	\$85,826	\$87,508
12	\$58,780	\$64,422	\$65,718	\$67,003	\$78,242	\$78,854	\$79,458	\$81,171	\$82,851	\$84,147	\$85,826	\$87,508
13	\$58,780	\$64,422	\$65,718	\$67,003	\$78,242	\$78,854	\$79,458	\$81,171	\$82,851	\$84,147	\$85,826	\$87,508
14	\$58,780	\$64,422	\$65,718	\$67,003	\$78,242	\$78,854	\$79,458	\$81,171	\$82,851	\$84,147	\$85,826	\$87,508
15	\$58,780	\$64,422	\$65,718	\$67,003	\$78,242	\$78,854	\$79,458	\$81,171	\$82,851	\$84,147	\$85,826	\$87,508
16	\$59,909	\$65,550	\$66,846	\$68,131	\$80,753	\$81,997	\$83,073	\$84,784	\$86,462	\$88,853	\$90,535	\$92,216
17	\$59,909	\$65,550	\$66,846	\$68,131	\$80,753	\$81,997	\$83,073	\$84,784	\$86,462	\$88,853	\$90,535	\$92,216
18	\$59,909	\$65,550	\$66,846	\$68,131	\$80,753	\$81,997	\$83,073	\$84,784	\$86,462	\$88,853	\$90,535	\$92,216
19	\$59,909	\$65,550	\$66,846	\$68,131	\$80,753	\$81,997	\$83,073	\$84,784	\$86,462	\$88,853	\$90,535	\$92,216
20	\$59,909	\$65,550	\$66,846	\$68,131	\$80,753	\$81,997	\$83,073	\$84,784	\$86,462	\$88,853	\$90,535	\$92,216
21	\$61,639	\$67,336	\$68,643	\$69,942	\$84,876	\$86,288	\$88,321	\$90,051	\$91,747	\$94,802	\$96,501	\$98,198

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

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

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

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

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

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

Calculations of 2021-2022 salaries for positions listed in the athletic sections of Articles II, III, IV shall be based on \$73,198 which represents a 2% (two percent) increase over the base used for 2020-2021

Calculations of the 2022-2023 salaries for the same positions shall be based on \$74,662 which represents a 2% (two percent) increase over the base used for 2021-2022.

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

Calculations of 2021-2022 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 \$75,941 that represents a 2% (two percent) increase over the base used for 2021-2022.

Calculations of 2022-2023 salaries for these same positions shall be based on \$77,460 which represents a 2% (two percent) increase over the base used for 2021-2022.

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

For all coaches and supervisors, salaries for years of experience shall be based on the grid below as 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.

<b>Formula for Years of Experience</b>					
Years of Experience	0-4	5-10	11-15	16-20	20+
Formula	x 1	x 1.05	x 1.1	x 1.125	x 1.15
Example: Coaching Salary using cross country running	\$4,389	\$4,608	\$4,828	\$4,938	\$5,047
<b>This includes post-season stipends.</b>					

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

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

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

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

- b. Post-season pay shall be earned by coaches and assistant coaches the day after the team has won a first- round contest or advanced beyond a preliminary round.
- c. Head coaches will be paid \$36 per day for each day of post-season practice or play. Assistant coaches will be paid \$26 per day for each day of post-season practice or play.
- d. The band director and cheerleading advisor will receive \$51 for each post-season tournament performance. No additional pay will be made for supervising practices or rehearsals.

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

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

#### **1-6 Scheduled Levels**

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

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

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

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

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

#### **1-9 Filling Vacancies**

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

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

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

**Article II High School Activities****Article 2-1 Athletics**

		<b>2021-2022</b>	<b>2022-2023</b>
Baseball Men	Head	\$6,413	\$6,541
	Asst (2)	\$4,273	\$4,359
	9th grade	\$4,011	\$4,091
Basketball Men & Women	Head	\$7,356	\$7,503
	Asst (2)	\$5,345	\$5,452
	9th grade	\$5,013	\$5,113
Cross Country Running Men & Women	Head	\$4,476	\$4,566
	Asst (01-)	\$3,407	\$3,475
Football Men	Head	\$7,356	\$7,503
	Asst (6)	\$5,345	\$5,452
	9th grade (2)	\$5,113	\$5,215
Golf Men & Women	Head	\$4,476	\$4,566
	Asst	\$3,407	\$3,475
Gymnastics Women	Head	\$6,413	\$6,541
	Asst (1-2)	\$4,273	\$4,359
Hockey Men & Women	Head	\$7,356	\$7,503
	Asst (2)	\$5,345	\$5,452
Lacrosse Men & Women	Head	\$6,413	\$6,541
	Asst	\$4,263	\$4,348
Skiing – Nordic, Men/Women Combined	Head	\$4,476	\$4,566
	Asst (2)	\$3,407	\$3,475
Skiing – Alpine, Men/Women Combined	Head	\$4,476	\$4,566
	Asst (2)	\$3,407	\$3,475
Soccer Men & Women	Head	\$6,413	\$6,541
	Asst (2)	\$4,273	\$4,359
	9th grade	\$4,011	\$4,091
Softball Women	Head	\$6,413	\$6,541
	Asst (2)	\$4,273	\$4,359
	9th grade	\$4,011	\$4,091
Swimming Men & Women	Head	\$6,413	\$6,541
	Asst	\$4,273	\$4,359
	Diving	\$4,672	\$4,765
Tennis Men & Women	Head	\$4,476	\$4,566
	Asst	\$3,407	\$3,475
	9th grade	\$3,196	\$3,260

Track	Head	\$6,413	\$6,541
Men & Women	Asst (2-3)	\$4,273	\$4,359
Volleyball	Head	\$6,413	\$6,541
Women	Asst (2)	\$4,273	\$4,359
	9th grade	\$4,011	\$4,091
Wrestling	Head	\$6,899	\$7,036
Men	Asst	\$5,013	\$5,113
	9th grade	\$4,322	\$4,409
Head Weight Instructor	Fall	\$3,342	\$3,409
	Winter (2)	\$3,342	\$3,409
	Spring	\$3,342	\$3,409
Equipment Manager	Head	\$6,362	\$6,489
	Asst	\$5,188	\$5,292
Intramurals		\$3,253	\$3,318

## Article 2-2 Fine Arts

		2021-2022	2022-2023
Band	Director	\$4,800	\$4,896
	Assist (12 Performances)	\$1,218	\$1,243
	Assist (15 Performances)	\$1,651	\$1,684
Marching Band	Director	\$3,227	\$3,291
	Assistant	\$1,668	\$1,701
Choir	Director	\$4,800	\$4,896
	Assistant	\$1,668	\$1,701
Chamber Singers	Advisor	\$3,195	\$3,259
Madrigal Ensemble Freshman	Advisor	\$1,236	\$1,261
Madrigal Ensemble Varsity	Advisor	\$1,236	\$1,261
Orchestra	Director	\$2,989	\$3,049
Bursar		\$2,906	\$2,964
Cheerleaders	2 Seasons – each season	\$2,507	\$2,557
Cheerleading	Assistant	\$1,636	\$1,668
Danceline	Head	\$4,634	\$4,727
	Assistant	\$3,527	\$3,598
Color Guard		\$874	\$892
Hip Hop	Advisor	\$3,227	\$3,291
Step Team	Advisor	\$3,227	\$3,291
Fall/Spring Show	Full Length Play	\$3,525	\$3,596
	One Act Play	\$2,148	\$2,191
Musical	Director	\$7,164	\$7,307
	Vocal	\$4,296	\$4,382
	Orchestra	\$3,578	\$3,650
	Technical Dir	\$8,261	\$8,426



	per show up to three shows	Costumer	\$2,500	\$2,550
	stipend for the musical only (1 stipend)	Accompanist	\$2,500	\$2,550
Speech		Head	\$4,800	\$4,896
		Assistant	\$2,788	\$2,843
Debate		Head	\$4,800	\$4,896
		Assistant	\$2,732	\$2,787
Yearbook		Advisor	\$5,732	\$5,847
		Business Manager	\$1,436	\$1,465
Newspaper		Advisor	\$5,374	\$5,482
Chess	Each 12 Week Season		\$826	\$843
Quiz Bowl		Advisor	\$3,586	\$3,657
Math Club		Advisor	\$2,288	\$2,334
Literary Magazine		Advisor	\$1,669	\$1,702
Decorative Art			\$1,218	\$1,243
National Honor Society		Advisor	\$1,555	\$1,586
Student Council		Advisor	\$1,793	\$1,829
Student Activities Board		Advisor	\$1,775	\$1,811
DECA		Coordinator	\$1,578	\$1,610
FCCLA/HERO		Coordinator	\$1,578	\$1,610
Link Crew	Coordinators (split among all coordinators/site)		\$5,307	\$5,413
Any orchestra and/or band teachers who are part of the Solo and Ensemble festivals shall be paid a \$200 stipend for their involvement. <i>One time per school year up to two directors per school.</i>				
High School Orchestra	Solo or Ensemble Contest		\$212	\$217
High School Band	Solo or Ensemble Contest		\$212	\$217
High School Choir Director	Solo or Ensemble Contest		\$212	\$217

**DECA and FACCLA Advisors:**

Will receive post season pay as defined in Appendix B

a. Trips: \$50.00 per day for overnight trip up to three days.

b. Athletic Directors: In consultation with head coaches can utilize assistant coach budgets to compensate coaches in amounts other than listed in appendix - not to exceed listed amounts.

### Article III Middle School Activities

Article 3-1 Athletics		2021-2022	2022-2023
Basketball		\$2,101	\$2,143
Soccer		\$2,101	\$2,143
Tennis		\$2,101	\$2,143
Track		\$2,101	\$2,143
Volleyball		\$2,101	\$2,143
Wrestling	Head	\$2,101	\$2,143
	Assistant	\$1,884	\$1,922
MS Athletic/Activity Director		\$6,000	\$6,120
Equipment Manager	Men	\$1,302	\$1,328
	Women	\$1,302	\$1,328
Intramural		\$636	\$648
<b>Article 3-2 Fine Arts</b>			
Chess	24 weeks	\$1,651	\$1,684
	12 weeks	\$826	\$843
Fall Play	Director	\$1,050	\$1,071
	Tech Director	\$355	\$362
Musical	Director	\$3,505	\$3,576
	Vocal Director	\$1,146	\$1,169
	Tech Director	\$593	\$605
One Act Play	Director	\$1,050	\$1,071
Music	Band Director	\$1,146	\$1,169
	Orchestra Director	\$1,146	\$1,169
	Vocal Director	\$1,435	\$1,464
Jazz Band	Director	\$1,126	\$1,149
Chamber Orchestra	Director	\$1,126	\$1,149
Select Choir	Director	\$1,126	\$1,149
Math Team	Coach	\$1,623	\$1,656
News/AV Club	Advisor	\$1,651	\$1,684
Honors All District Orchestra	Director	\$3,187	\$3,251
	Asst Director	\$1,849	\$1,886
National Junior Honor Society	Advisor	\$1,196	\$1,219
Student Council	Advisor	\$1,196	\$1,219
Yearbook	Advisor	\$1,651	\$1,684
Where Everybody Belongs (W.E.B.) Coordinator(s) (stipend split among coordinators per site)		\$5,307	\$5,413
Any orchestra and/or band teachers who are part of the Solo and Ensemble festivals shall be paid a \$200 stipend for their involvement. <i>One time per school year up to two directors per school.</i>			
Middle School Orchestra	Solo or Ensemble Contest	\$212	\$217

Middle School Band	Solo or Ensemble Contest	\$212	\$217
Middle School Choir Director	Solo or Ensemble Contest	\$212	\$217
<b>Article IV Elementary School Activities</b>		<b>2021-2022</b>	<b>2022-2023</b>
Chess	24 weeks	\$1,651	\$1,684
	12 weeks	\$826	\$843
	Coordinator	\$1,795	\$1,831
Music (All District)	Choir Director	\$3,187	\$3,251
	Choir Accompanist	\$1,590	\$1,622
	Orchestra Director	\$3,187	\$3,251
	Asst Orchestra Director	\$1,839	\$1,875
	Asst Director	\$1,839	\$1,875
All District Band		\$3,187	\$3,251
Fall Strings Festival	Orchestra Director	\$122	\$124
	Asst Orchestra Director	\$73	\$74
Grade Level Elementary Music Programs (per formal performance)		\$122	\$124
	Accompanist (per performance)	\$73	\$74
Spring Music Performances	Band Director	\$122	\$124
	Choir Director	\$122	\$124
	Orchestra Director	\$122	\$124
	Choir Accompanist	\$73	\$74
Student Council	Advisor	\$598	\$610
District Wide Sports Night	Physical Education Coordinator	\$115	\$118
District Lead	Elementary Art/Music/PE	\$598	\$610
Classroom Leads	Elementary Team Leads	\$598	\$610
Math Masters		\$849	\$866

<b>Article V District Wide Activities</b>		<b>2021-2022</b>	<b>2022-2023</b>
Student Activities Board	Advisor	\$1,975	\$2015
World Language Immersion Travel and Study Programs (trips over 7 days)	Teacher Chaperone (up to two; stipend per chaperone)	\$500	\$500
Adaptive Athletics	Head (\$3180/season x 3)	\$10,124	\$10,327
	Assistant (\$2402/season x 3)	\$7,648	\$7,801
Curriculum Writing		\$46	\$47
Staff Development Training		\$33	\$34
Detention		\$1,597	\$1,629
All District Orchestra Festival	Orchestra Director	\$241	\$246
	Asst Orchestra Director	\$144	\$146
Driver Ed (Behind the Wheel)		\$27	\$28
Driver Ed (Classroom)	BA	\$34	\$35

	MA	\$36	\$37
Motorcycle Training		\$29	\$30
Destination Imagination		\$1,050	\$1,071
Pool Director	Building	\$7,162	\$7,305
	Summer	\$2,507	\$2,557
Middle School Department Chair	1-3.4 FTE	\$598	\$610
	3.5-9.4 FTE	\$837	\$853
	9.5-14 FTE	\$1,076	\$1,097
	Over 14 FTE	\$1,257	\$1,282
Middle School Team Leader		\$896	\$914
HS Department Chair	1-3.4 FTE	\$780	\$796
	3.5-9.4 FTE	\$1,555	\$1,586
	9.5-14 FTE	\$1,877	\$1,915
	Over 14 FTE	\$2,293	\$2,339
Supervision of Pre-Service Teachers	4-6 weeks	\$177	\$189
	7-23 weeks	\$354	\$357

	2021-2022	2022-2023	
4-16 Weeks	\$177	\$189	150 to 230 hours
7-23 Weeks	\$354	\$357	231 or more hours
A licensed staff member can opt out of the student teacher stipend. The opt out must be in writing and submitted to Human Resources.			

1. Teacher receives one hour of pay for every ten (10) letters written and surveys filled out.
2. Career counselors will compile recommendation data and sign off on documentation that will be tracked in Naviance System.

## APPENDIX C: Extended Days – Extended Years Program

### Definition

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

### Hiring

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

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

### Paid Time Off

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

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

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

### Other

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

## Appendix C

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

	2021-2022	2022-2023
BA	\$36.41	\$37.14
MA	\$38.49	\$39.26

## APPENDIX D: Reserve Teachers (Substitutes)

	2021-2022		2022-2023	
Step	Full	Half	Full	Half
1	\$145.84	\$86.72	\$148.75	\$88.45
2	\$154.20	\$90.89	\$157.29	\$92.71
3	\$180.53	\$104.05	\$184.14	\$106.13
4	\$176.24	\$101.91	\$179.77	\$103.94
Retired Teacher	\$166.16	\$96.86	\$169.48	\$98.80

Step 1 shall apply to new district substitutes.

Step 2 shall apply to reserve teachers who have taught in the district for 30 days during the school year; these days need not be consecutive or for a single assignment.

Step 3 shall apply to a reserve teacher who replaces the same teacher for 16-79 consecutive teaching days. Step 4 is the rate for Step 1, Step 2, or retired District 281 teachers who substitute on Monday or Friday.

### NOTES

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

## **APPENDIX E: Adult Academic Teachers**

It is understood by the Federation and the District that all provisions of the Collective Bargaining Agreement, except sections 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 10-1-2, 10-2-1, 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. Articles 13-5 and 13-6 apply to Adult Academic teachers.

### **Incentive for Attendance**

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

### **Deferred Compensation**

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

### **Professional Leave**

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

### **Family Medical Leave Act**

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

### **Holidays**

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

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

### **Religious Holidays**

Teachers may be granted up to two (2) days of leave with pay per year for observance of religious holidays. Teachers requesting time off for a religious holiday shall submit an application setting forth the full particulars to the lead associate prior to the holiday. Such days will not be deducted from accrued paid time off.

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

### **Cafeteria Benefit**

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

### **Differential Option**

Teachers who choose to continue without health insurance shall receive the difference in salary between the cafeteria allocation minus the sum of the LTD premium plus the least expensive single health plan offered by the school district. If

the teacher receives dental insurance this amount shall be included as part of the above sum before calculating the additional salary.

### **Insurance**

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

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

### **Retiree Health Insurance**

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

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

### **Probationary Period**

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

### **Recall**

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

### **Paid Time Off**

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

### **Seniority**

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

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

### **Severance Eligibility**

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



**Basis of Pay**

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

**Time of Payment**

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

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

**Emergency Closings, Election and Caucus Activities**

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

In the case of school being closed due to extreme cold, teachers will report to work.

**Staff Reductions/ Release**

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

**Workshop Attendance**

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

**Step Increase**

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

**Longevity Increment**

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

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

<b>Longevity Increment</b>	2021-2022:   \$726	2022-2023:   \$741
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**Advanced Degree Program**

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

**Salary Schedule****2021-2022**

Step	BA	ABE Lic	MA	MA Lic
1	\$29.35	\$30.02	\$31.07	\$32.44
2	\$30.75	\$31.43	\$32.48	\$33.84
3	\$32.16	\$32.83	\$33.88	\$35.25
4	\$33.57	\$34.24	\$35.29	\$36.66
5	\$34.98	\$35.65	\$36.70	\$38.07
6	\$36.38	\$37.06	\$38.11	\$39.47
7	\$37.79	\$38.46	\$39.51	\$40.88
8	\$39.21	\$39.88	\$40.93	\$42.30
9	\$40.63	\$41.30	\$42.35	\$43.72
10	\$42.04	\$42.72	\$43.77	\$45.14

**2022-2023**

Step	BA	ABE Lic	MA	MA Lic
1	\$29.93	\$30.62	\$31.69	\$33.08
2	\$31.37	\$32.05	\$33.13	\$34.52
3	\$32.80	\$33.49	\$34.56	\$35.96
4	\$34.24	\$34.93	\$36.00	\$37.39
5	\$35.68	\$36.36	\$37.43	\$38.83
6	\$37.11	\$37.80	\$38.87	\$40.26
7	\$38.55	\$39.23	\$40.31	\$41.70
8	\$39.99	\$40.68	\$41.75	\$43.15
9	\$41.44	\$42.13	\$43.20	\$44.59
10	\$42.89	\$43.57	\$44.64	\$46.04

## APPENDIX F: SCHOOL CALENDARS

### AUGUST 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27 1/2 Day New Teacher Orientation	28
29	30 1/2 Day Professional Development 1/2 Day Workshop	31 Welcome Back Breakfast 1/2 Day Professional Development 1/2 Day Workshop				

### SEPTEMBER 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Professional Development	2 Professional Development	3 Workshop	4
5	6 Labor Day  Holiday	7 Rosh Hashanah  Compensatory Day	8 Kindergarten Assessment Day  1	9 Kindergarten Assessment Day  2	10 Kindergarten Students Last Names A-J Attend 3	11
12	13 Kindergarten Students Last Names K-Z Attend 4	14 First Day All Kindergarten  5	15 Yom Kippur  6	16  7	17  8	18
19	20  9	21  10	22  11	23  12	24  13	25
26	27  14	28  15	29  16	30  17		
<div style="display: flex; align-items: center;"> <div style="flex: 1;">Elementary Conference Window</div> <div style="flex: 2; border-bottom: 1px solid black; position: relative;"> <div style="position: absolute; right: 0; top: -5px;">→</div> </div> </div>						

rev: 01/09/19

## OCTOBER 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
	Elementary Conference Window →				18	
3	4	5	6	7	8	9
	Elementary Conference Window →				23	
10	11	12	13	14	15	16
	Elementary Conference Window →				Professional Development	
17	18	19	20	21	22	23
	Elementary Conference Window →				Professional Conference	
24	25	26	27	28	29	30
	Compensatory Day				Holiday	
31						

## NOVEMBER 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
		Election Day Professional Development			First Quarter Ends	
7	8	9	10	11	12	13
Daylight Saving Time						
14	15	16	17	18	19	20
21	22	23	24	25	26	27
				Thanksgiving Day		
28	29	30		Holiday	Holiday	

rev: 01/09/19

## DECEMBER 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8 55	9 56	10 57	11
12	13 58	14 59	15 60	16 61	17 62	18
19	20 63	21 64	22 65	23 66	24 67	25 Christmas Day
26	27 Winter Break					
	28	29	30	31 New Year's Eve 12 Month Employee Holiday		

## JANUARY 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 New Year's Day
2	3	4	5	6	7	8
	68	69	70	71	72	
9	10	11	12	13	14	15
	73	74	75	76	77	
16	17 Martin Luther King, Jr Holiday	18	19	20	21 Semester 1 Ends	22
		78	79	80	81	
23	24 Workshop	25	26	27	28	29
		82	83	84	85	
30	31 86					

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## FEBRUARY 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
		87	88	89	90	
6	7	8	9	10	11	12
	91	92	93	94	95	
13	14	15	16	17	18	19
	96	97	98	99	100	
20	21 Presidents Day  Holiday	22	23	24	25	26
		101	102	103	104	
27	28 Professional Development					

## MARCH 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
		105	106	107	108	
6	7	8	9	10	11	12
	109	110	111	112	113	
13	14	15	16	17	18 Third Quarter Ends	19
Daylight Saving Time	114	115	116	117	118	
20	21	22	23	24	25	26
	Spring Break					
27	28	29	30	31		
	119	120	121	122		

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## APRIL 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
					123	
3	4 Professional Development	5	6	7	8	9 Ramadan Begins
		124	125	126	127	
10	11	12	13	14	15 Good Friday  Compensatory Day	16
	128	129	130	131		
17	18 Easter Monday  Compensatory Day	19	20	21	22	23
		132	133	134	135	
24	25	26	27	28	29	30
	136	137	138	139	140	

## MAY 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
	141	142	143	144	145	
8	9	10	11	12	13	14
	146	147	148	149	150	
15	16	17	18	19	20	21
	151	152	153	154	155	
22	23	24	25	26	27	28
	156	157	158	159	160	
29	30 Memorial Day  Holiday	31				
		161				

rev: 01/09/19

## JUNE 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1  162	2  163	3  164	4
5	6  165	7  166	8  167	9 Graduation Last Staff Day Workshop	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		



## AUGUST 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26 New Teacher Orientation  RFT Lunch with New Teachers	27
28	29 1/2 Day Professional Development 1/2 Day Workshop	30 Welcome Back Breakfast  1/2 Day Professional Development 1/2 Day Professional Development	31 Professional Development			

## SEPTEMBER 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 Professional Development	2 Workshop	3
4	5 LABOR DAY  Holiday	6 Kindergarten Assessment Day  1	7 Kindergarten Assessment Day  2	8 Kindergarten Students Last Names: A-J attend  3	9 Kindergarten Students Last Names: K-Z attend  4	10
11	12  5	13  6	14  7	15  8	16  9	17
18	19  10	20  11	21  12	22  13	23  14	24
25	26 Rosh Hashanah  15	27  16	28  17	29  18	30  19	

## OCTOBER 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 Elementary Conference Window	4	5 Yom Kippur	6	7	8
	20	21	22 Professional Development	23	24	
9	10 Elementary Conference Window	11	12	13	14	15
	25	26	27	28		
16	17 Elementary Conference Window	18	19	20 Professional Conference	21	22
	29	30	31 Compensatory Day		Holiday	
23	24	25	26	27	28	29
	32	33	34	35	36	
30	31					
	37					

## NOVEMBER 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4 End Quarter 1	5
		38	39	40	41	
6	7	8 Election Day Professional Development	9	10	11	12
	42		43	44	45	
13	14	15	16	17	18	19
	46	47	48	49	50	
20	21	22	23	24 Thanksgiving Day	25	26
	51	52	53	Holiday	Holiday	
27	28	29	30			
	54	55	56			

## DECEMBER 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25 Christmas Day	26	27	28	29	30 Compensatory Day	31
	Winter Break					

## JANUARY 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 New Year's Day	2	3	4	5	6	7
	Winter Break					
8	9	10	11	12	13	14
15	16	17	18	19	20	21
	Martin Luther King, Jr Holiday				End Semester 1	
22	23	24	25	26	27	28
	Workshop					
29	30	31				

## FEBRUARY 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
			88	89	90	
5	6	7	8	9	10	11
	91	92	93	94	95	
12	13	14	15	16	17	18
	96	97	98	99	100	
19	20 Presidents Day	21	22	23	24	25
	Holiday	101	102	103	104	
26	27 Professional Development	28				
		105				

## MARCH 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
			106	107	108	
5	6	7	8	9	10	11
	Elementary Conference Window →					
	109	110	111	112	113	
12	13	14	15	16	17	18
Daylight Saving Time Begins	Elementary Conference Window →					
	114	115	116	117	118	
19	20	21	22	23 Ramadan begins	24 End Quarter 3	25
	Elementary Conference Window →					
	119	120	121	122	123	
26	27	28	29	30	31	
	Spring Break →					

## APRIL 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 <span>124</span>	4 <span>125</span>	5 <span>126</span>	6 Passover begins <span>127</span>	7 Good Friday  Compensatory Day	8
9 Easter	10 Easter Monday  Compensatory Day	11 <span>128</span>	12 <span>129</span>	13 <span>130</span>	14 <span>131</span>	15
16	17 <span>132</span>	18 <span>133</span>	19 <span>134</span>	20 <span>135</span>	21 Professional Development <span>136</span>	22
23	24	25 <span>137</span>	26 <span>138</span>	27 <span>139</span>	28 <span>140</span>	29
30						

## MAY 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
	<span>141</span>	<span>142</span>	<span>143</span>	<span>144</span>	<span>145</span>	
7	8 <span>146</span>	9 <span>147</span>	10 <span>148</span>	11 <span>149</span>	12 <span>150</span>	13
14	15 <span>151</span>	16 <span>152</span>	17 <span>153</span>	18 <span>154</span>	19 <span>155</span>	20
21	22 <span>156</span>	23 <span>157</span>	24 <span>158</span>	25 <span>159</span>	26 <span>160</span>	27
28	29 Memorial Day  Holiday	30 <span>161</span>	31 <span>162</span>			

**JUNE 2023**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1  163	2  164	3
4	5  165	6  166	7  167	8  Last Staff Day/ Graduation Workshop	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

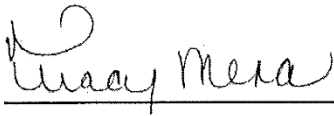
## Collective Bargaining Agreement

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

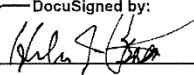
**IN WITNESS WHEREOF**, the parties have executed this Agreement as follows:

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

Independent School District 281  
Robbinsdale Area Schools



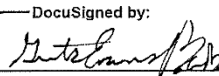
Tracy Mena  
Chief Negotiator  
Robbinsdale Federation of Teachers

DocuSigned by:  
  
7A4CD184A2D4411...

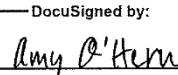
Helen Bassett  
Chair  
I.S.D. 281 School Board



Peter C. Eckhoff  
President  
Robbinsdale Federation of Teachers

DocuSigned by:  
  
9485AD6900D5446...

Greta Evans-Becker  
Clerk  
I.S.D. 281 School Board

DocuSigned by:  
  
A05257378024463...

Amy O'Hern  
Executive Director  
Human Resources, I.S.D. 281

Dated this 5th day of April, 2022

## MEMORANDUM OF UNDERSTANDING: Secondary Scheduling

### Secondary Scheduling

This Memorandum of Agreement is entered into between Independent School District 281 and the Robbinsdale Federation of Teachers, Local 872.

It is agreed that for scheduling purposes: Block scheduling at the secondary level will consist of three (3) daily blocks for instruction with one (1) block scheduled for personal preparation time; if not scheduled in block format, the schedule will reflect teaching of five (5) "skinnies" for instruction with one (1) "skinny" duty and an average of sixty (60) minutes personal preparation time per day for a full time teacher. Teachers will also have twenty (20) minutes per day average for electronic reporting time in addition to their personal preparation time. Part time teachers will reflect proportionate schedules based on these scheduling options.


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

**Independent School District, 281**  
**Robbinsdale Area Schools**



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Peter C. Eckhoff  
President, Robbinsdale Federation of Teachers



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Stephanie Crosby  
Executive Director of Human Resources



## MEMORANDUM OF UNDERSTANDING: High School Counselors

High school counselors may receive up to 10 (ten) extra days per year to complete work before and after the school year. Flex calendar will be used for up to 5 of those days.

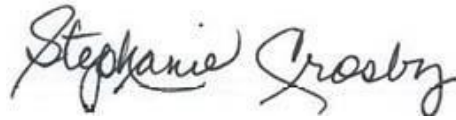
**Robbinsdale Federation of Teachers, Local 872**  
**American Federation of Teachers, AFL-CIO**

**Independent School District, 281**  
**Robbinsdale Area Schools**



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Peter C. Eckhoff  
President, Robbinsdale Federation of Teachers



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Stephanie Crosby  
Executive Director of Human Resources

Contract Initiative: 2017-2019

## MEMORANDUM OF UNDERSTANDING: Early Childhood Programs

### ROBBINSDALE AREA SCHOOLS EARLY CHILDHOOD PROGRAMS Historically referred to as “Creative Play”, “ECFE” & “Great Start”

It is agreed that all teachers in this program will be included in the transition to the K-12 body of the contract over the two years in this agreement. The salary schedule will reflect the transition previously agreed to for Great Start teachers. At the beginning of the 2020-2021 school year, those teachers in the Robbinsdale Area Schools Early Childhood Program will be included in Article I: Definitions as fully included in all provisions of the collective bargaining contract.

Beginning with the staffing process for Fall 2018, all procedures and timelines will follow the process historically used for K-12 staffing including layoff timeline notifications.

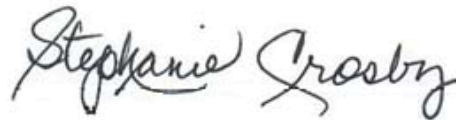
**Robbinsdale Federation of Teachers, Local 872**  
**American Federation of Teachers, AFL-CIO**

**Independent School District, 281**  
**Robbinsdale Area Schools**



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Peter C. Eckhoff  
President, Robbinsdale Federation of Teachers



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Stephanie Crosby  
Executive Director of Human Resources

Contract Initiative: 2017-2019

## MEMORANDUM OF UNDERSTANDING: Probationary Teachers

### 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 reverse order of their employment. No teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

This agreement adds the following to the provision above beginning with the 2020-2021 group of hired teachers:

Additional exceptions: Notwithstanding the provisions above, if reducing a probationary teacher before another probationary teacher within the same year of hire would prevent students from having access to effective teachers who are members of populations underrepresented among the licensed teachers in the district or school and who reflect the diversity of enrolled students, the District may retain the teacher even if the retained teacher is a teacher with less seniority. These exceptions would only be available to teachers holding Tier 3 or Tier 4 licenses, and would not be available to any teacher holding a Tier 1 or Tier 2 license.

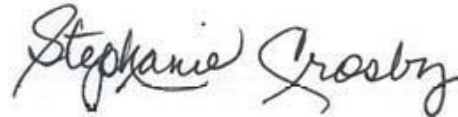
**Robbinsdale Federation of Teachers, Local 872**  
**American Federation of Teachers, AFL-CIO**

**Independent School District, 281**  
**Robbinsdale Area Schools**



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Peter C. Eckhoff  
President, Robbinsdale Federation of Teachers



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Stephanie Crosby  
Executive Director of Human Resources

Contract Initiative: 2017-2019

## MEMORANDUM OF UNDERSTANDING: Elementary Specialist Staffing

We agree to meet to work on policy for our staffing for elementary specialists including the following elements:

All specialists' prep time shall be balanced within a grace period of 3 days, during a two-week cycle, so that prep time for a two-week cycle will not be weighted within just two of the ten days. In addition, specialists working in two or more buildings shall have equal amounts of provisional, student day prep time in each building, circumventing imbalance between two or more buildings or an inequitable absence of prep time for teachers in some buildings.

Art Specialists: Art specialist daily schedules will not include more than three grade levels in any single day (to the extent possible).

Art specialists assigned to two or more buildings will be considered full time with a maximum of forty-two (42) classes in a ten (10) day cycle.

Art specialists with four (4) or more inter-day travel to another school will be considered full time with a maximum of forty (40) classes in a ten (10) day cycle.

If an art teacher has their own classroom, they will have a 60 minute class. If the art teacher is on a cart, their class will be 50 minutes in length (provides a ten minute transition).

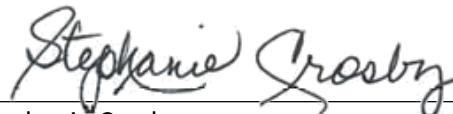
**Robbinsdale Federation of Teachers, Local 872  
American Federation of Teachers, AFL-CIO**

**Independent School District, 281  
Robbinsdale Area Schools**



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Peter C. Eckhoff  
President, Robbinsdale Federation of Teachers



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Stephanie Crosby  
Executive Director of Human Resources

## MEMORANDUM OF UNDERSTANDING: Concurrent Enrollment

### Concurrent Enrollment (College in the Schools)

Teachers instructing concurrent enrollment (dual credit, college in the classroom) courses are required by the Higher Learning Commission, the accrediting body for post-secondary educational institutions, to have a master's degree in the subject matter they are teaching, or have a master's degree in another area and 18 credits in the subject matter they are teaching. The Higher Learning Commission granted a waiver, allowing teachers until 2022 to attain the required credits. Any teacher required to complete work for credentials for concurrent enrollment course credentials will have the cost of those courses or tests paid by the school district.

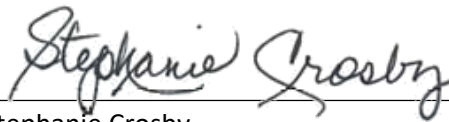
**Robbinsdale Federation of Teachers, Local 872**  
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**Independent School District, 281**  
**Robbinsdale Area Schools**



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Peter C. Eckhoff  
President, Robbinsdale Federation of Teachers



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Stephanie Crosby  
Executive Director of Human Resources

Contract Initiative: 2017-2019

## MEMORANDUM OF UNDERSTANDING: Elementary SPED Resource Teachers

Elementary special education resource teachers, in addition to their average 60 minutes per day of personal preparation time and 20 minutes per day of electronic reporting time will be scheduled for an average of 30 minutes per day for due process time.

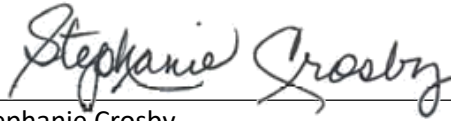
**Robbinsdale Federation of Teachers, Local 872**  
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**Independent School District, 281**  
**Robbinsdale Area Schools**



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Peter C. Eckhoff  
President, Robbinsdale Federation of Teachers



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Stephanie Crosby  
Executive Director of Human Resources

Contract Initiative: 2017-2019

## MEMORANDUM OF UNDERSTANDING: Professional Development Process

It is agreed that district administration and union representation will work together in a meet and confer process to identify ways to expand professional development opportunities as well as “report card” work days for teachers at the end of all 4 quarters at times within the work year calendar.

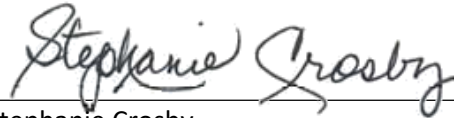
**Robbinsdale Federation of Teachers, Local 872**  
**American Federation of Teachers, AFL-CIO**

**Independent School District, 281**  
**Robbinsdale Area Schools**



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Peter C. Eckhoff  
President, Robbinsdale Federation of Teachers



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Stephanie Crosby  
Executive Director of Human Resources

Contract Initiative: 2017-2019

## MEMORANDUM OF UNDERSTANDING: Tier 1 & Tier 2 Staffing

When undergoing the staffing process, if there are any Tier 1 or Tier 2 licensed teaching staff, those teachers will be considered least senior in the area of license regardless of their hire date.

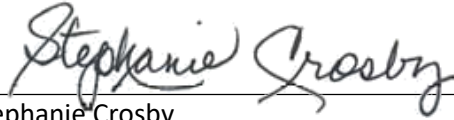
**Robbinsdale Federation of Teachers, Local 872**  
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**Independent School District, 281**  
**Robbinsdale Area Schools**



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Peter C. Eckhoff  
President, Robbinsdale Federation of Teachers



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Stephanie Crosby  
Executive Director of Human Resources

Contract Initiative: 2017-2019



## MEMORANDUM OF UNDERSTANDING: Pre-Service Educators

### Student Teacher Supervision under Article V District Wide Activities

Pending final negotiations with colleges and universities by the District, the final amount paid to teachers for student teaching supervision will reflect full pass through payments to supervising teachers.

#### 1. Supervision of Student Teachers

	<b>2021-2022</b>	<b>2022-2023</b>	
4-6 Weeks	\$177/wk	\$189/wk	150 to 230 hours
7-23 weeks	\$354/wk	\$357/wk	231 or more hours

2. A licensed staff member can opt out of the student teacher stipend. The opt out must be in writing and submitted to Human Resources

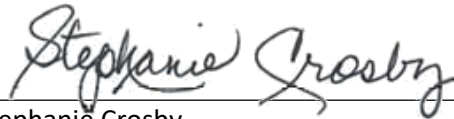
**Robbinsdale Federation of Teachers, Local 872**  
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**Robbinsdale Area Schools**



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Peter C. Eckhoff  
President, Robbinsdale Federation of Teachers



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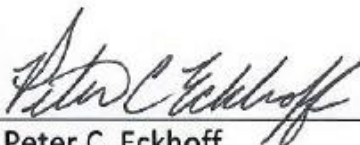
Stephanie Crosby  
Executive Director of Human Resources

Contract Initiative: 2017-2019

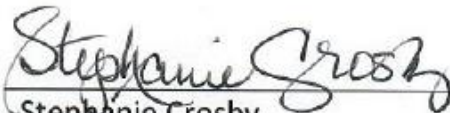
## MEMORANDUM OF UNDERSTANDING: Cell Phones

The District will provide a stipend toward a personal cell phone for our Birth-3 Special Education teachers who conduct home visits.

Teachers of District 281  
Affiliated with AFL-CIO  
Robbinsdale Federation of Teachers

  
\_\_\_\_\_  
Peter C. Eckhoff  
President

Independent School District 281

  
\_\_\_\_\_  
Stephanie Crosby  
Executive Director of Human Resources

## MEMORANDUM OF UNDERSTANDING: Recess Time

Whereas there is strong research supporting improved student achievement when additional physical activity is introduced into the elementary student day, we will pilot an additional recess time of twenty (20) minutes supervised by teachers.

The pilot project will be done in a minimum of three (3) elementary schools, with teachers who volunteer to track data on recess minutes and student outcomes.

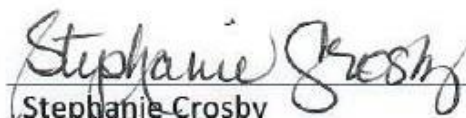
Teachers of District 281  
Affiliated with AFL-CIO  
Robbinsdale Federation of Teachers

Independent School District 281



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Peter C. Eckhoff  
President



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Stephanie Crosby  
Executive Director of Human Resources

## MEMORANDUM OF UNDERSTANDING: Elementary Specialists

We agree to these policies for scheduling our Elementary Specialists including the following elements:

All Specialists' prep time shall be balanced within a grace period of three (3) days, during a two-week cycle, so that prep time for a two-week cycle will not be weighted within just two (2) of the ten (10) days. In addition, specialists working in two (2) or more buildings shall have equal amounts of provisional, student day prep time in each building, circumventing imbalance between two or more buildings or an inequitable absence of prep time for teachers in some buildings.

Art Specialists: Art specialist daily schedules will not include more than three grade levels in any single day

Art specialists assigned to two or more buildings will be considered full time with a maximum of forty-two (42) classes in a ten (10) day cycle

Art specialists with four (4) or more inter-day travel to another school will be considered full time with a maximum of forty (40) classes in a ten (10) day cycle.

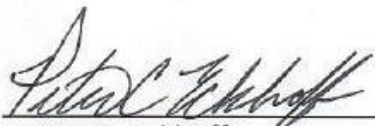
If an Art teacher has their own classroom, they will have a sixty (60) minute class. If the Art teacher is on a cart, their class will be fifty (50) minutes in length (ten [10] minutes between classes for transition).

When scheduling music and physical education there will be no more than five (5) thirty (30) minute classes in a row without a prep and/or lunch of at least thirty (30) minutes.

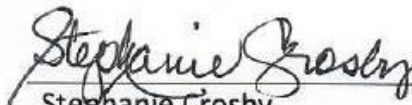
When scheduling physical education, music, and art, grade levels will be configured (to the extent possible) with similar grade levels in blocks to better accommodate and simplify setup needs for classes. (e.g., Grades K-2 in the mornings and 3-5 in the afternoons, or vice versa.)

Teachers of District 281  
Affiliated with AFL-CIO  
Robbinsdale Federation of Teachers

Independent School District 281



Peter C. Eckhoff  
President



Stephanie Crosby  
Executive Director of Human Resources

## MEMORANDUM OF UNDERSTANDING: School Social Workers

School social workers may receive up to three to five (3-5) extra days per year to complete HHM transportation work before the new school year based on which level they work. A flex calendar will be used and a procedure will be provided. Social workers will complete a calendar and submit to the building administration and Student Services department.

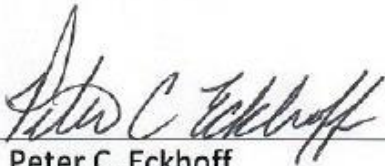
High School up to five (5) days

Middle School up to five (5) days

Elementary School up to three (3) days

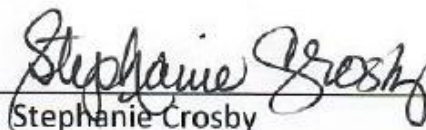
The three to five (3-5) days school social workers choose to flex will be represented on the calendar in June and/or August with the dates they are flexing between September and May. A procedure on the flex calendar will be provided with the parameters school social workers need to follow and will include critical days all will be expected to work.

Teachers of District 281  
Affiliated with AFL-CIO  
Robbinsdale Federation of Teachers



Peter C. Eckhoff  
President

Independent School District 281



Stephanie Crosby  
Executive Director of Human Resources



## MEMORANDUM OF UNDERSTANDING: Full Time Substitutes

For full time building substitute positions hired by February 28, 2020, we agree that those teachers will be contracted for the remainder of the school year under the terms previously agreed to and will include benefits.

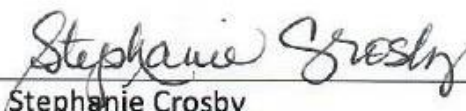
This agreement does not signify activity that will be considered a past practice in the future.

Teachers of District 281  
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Robbinsdale Federation of Teachers, Local 872

Independent School District 281



Peter C. Eckhoff  
President



Stephanie Crosby  
Executive Director, Human Resources

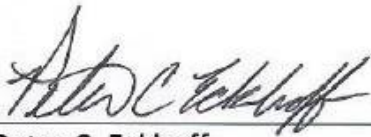
Contract Initiative: 2019-2021

## MEMORANDUM OF UNDERSTANDING: High School Counselors

High school counselors ten (10) extra days per year to complete work before and after the school year. Counselors are required to submit a flex calendar to building principals and their director for review and approval. The counselors will be paid for five (5) days and flex five (5) days.

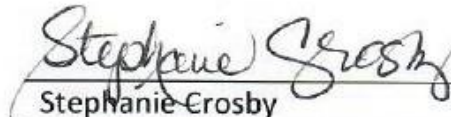
The five (5) days counselors choose to flex will be represented on the calendar in June and/or August with the dates they are flexing between September and May. A procedure on the flex calendar will be provided with the parameters counselors need to follow and will include critical days all will be expected to work.

Teachers of District 281  
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Robbinsdale Federation of Teachers



Peter C. Eckhoff  
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Independent School District 281

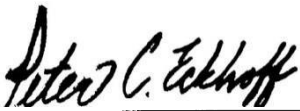


Stephanie Crosby  
Executive Director of Human Resources

## MEMORANDUM OF UNDERSTANDING: Health Services

Health Services staff may receive up to 15 (fifteen) extra days per school year to complete their work before and after the school year. A flex calendar may be used for up to 5 (five) of those days.

Teachers of District 281  
Affiliated with AFL-CIO  
Robbinsdale Federation of Teachers



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Peter C. Eckhoff  
President  
Robbinsdale Federation of Teachers

Independent School District 281



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Amy O'Hern  
Executive Director of Human Resources

Contract Initiative: 2021-2023