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MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 857

Lewiston, Minnesota

And

LEWISTON EDUCATION ASSOCIATION

representing

The Teachers Of The  
School District

*Roger  
288-5410*

EFFECTIVE July 1, 1987 through June 30, 1989

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## A R T I C L E 1

### PURPOSE

THIS AGREEMENT, entered into between the school board of Independent School District No. 857, Lewiston, Minnesota, hereinafter referred to as the School District, and the Lewiston Education Association hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 and its amendments, hereinafter referred to as the P.E.L.R.A. OF 1971, to provide the terms and conditions of employment for teachers during the duration of this agreement.

## A R T I C L E I I

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971, the school district recognizes the Lewiston Education Association as the exclusive representative of all teachers whether under contract, on leave, or a member of the appropriate unit employed by the school board of Independent School District No. 857, as the exclusive representative, the Association shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The school district agrees not to negotiate with or recognize any teachers organization other than the Association, so long as the Association is the duly authorized, exclusive representative of the teachers of School District No. 857.

## A R T I C L E I I I

### DEFINITIONS

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district. The term in both cases is subject to the provisions of Section 179A.01 of P.E.L.R.A. of 1971, regarding the right of public employers and the scope of negotiations.

Section 2. Teacher: The Lewiston Education Association shall represent all teachers in the appropriate bargaining unit as determined pursuant to the P.E.L.R.A. For the purpose of this section the term "teacher" shall mean any person employed by Independent School District No. 837 in a position for which licensure is required by the Board of Teaching or the State Board of Education, but shall not include superintendent, assistant superintendent, principal and assistant principals who devote more than 50% of time to administrative duties, confidential employees, supervisory employees, essential employees and daily substitute teachers who do not teach for more than 30 working days.

Section 3. "Full-Time Teacher": For the terms and conditions of this contract, the term "full-time teacher" shall mean any teacher employed by the School District a minimum of 5/7 time on their yearly contract.

Section 4. School District: For the purposes of administering this Agreement, the term "school district" shall mean the school board or its designated representative.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971.

## ARTICLE IV

### SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the school district has responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the school district to the extent authorized by law, provided that such rights and responsibilities shall be exercised by the school district in conformity with the provisions of this Agreement.

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

Section 3. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this agreement shall perform the teaching and non-teaching services prescribed by the school district and shall be governed by the laws of the State of Minnesota, and by school district rules, regulations, directives, and orders issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation, and duty of the school district and its duly designated officials to

promulgate rules, regulations, directives, and orders from time-to-time as deemed necessary by the school board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the school district, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules, and regulations of the State Board of Education, and valid rules, regulations, and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void.

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



## A R T I C L E   V

### TEACHERS' RIGHTS

#### Section 1. Association Security:

Subd. 1. Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the school district an assignment authorizing deduction of membership dues in the Association, including the Minnesota Education Association and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the school district shall deduct one-twentieth of such dues from both regular salary checks of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

Subd. 2. Upon request of the exclusive representative, the school district shall deduct a fair share fee, as determined by the Association, from the pay of any teacher who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school harmless from any and all actions, suits, claims, damages, judgements and

executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

Subd. 3. Upon thirty (30) days notice in writing to the payroll officer of the name of the teacher and amount of the fair share fee certified by the exclusive representative, the school district will deduct such fair share fee in the installments from such employee's pay check each month, and will forward such fees to the exclusive representative. The exclusive representative agrees to notify the employer promptly whenever any teacher subject to a fair share fee deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such teacher will thereafter be made. In no instance shall the required contribution exceed a prorata share of the specific expenses incurred for services rendered by the representative in relationship to negotiations and administration of grievance procedures.

Subd. 4. With respect to all sums deducted by the school district whether for membership dues or fair share fee, the school district shall remit to the exclusive representative, within ten (10) calendar days, the total amount deducted. The school board shall provide annually a list of teachers for whom such deductions have been made. The exclusive representative agrees to advise the school district of all members of the

exclusive representative in good standing and to furnish information needed to the school board to fulfill the provisions of this Article, and not otherwise available to the school district.

Subd. 5. The school district agrees to furnish to the exclusive representative upon request, all information concerning Unfair Practices Section 179A.13 of P.E.L.R.A. of 1971.

Section 2. Right to Join: Pursuant to the Minnesota P.E.L.R.A. of 1971, the school district hereby agrees that every teacher employed by the school board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation, and other concerted activities for mutual aid and protection.

As a duly elected body exercising governmental power under the law of the State of Minnesota, the school board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Minnesota or the Constitution of Minnesota and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or collective negotiations with the school district, or his institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

Section 3. Credit Union: Upon request or signed authorization from teachers requesting such service, the district agrees to deduct a fixed amount from each check as payment to the Minnesota Education Association Credit Union.

Section 4. Mutual Funds: Upon request or signed authorization, by September 1, and/or January 1, the school district agrees to deduct from teacher's salaries payments to Mutual Fund Investment Companies or Corporations as designated by the teacher or teachers involved.

Section 5. Fair Practices:

Subd. 1. The teachers shall be entitled to full rights of citizenship. The private and personal life of any teacher is not within the appropriate concern or attention of the school district so long as a teacher does not attempt to subvert the political or moral values of the students of the district nor so long as it does not interfere with performance of teaching duties.

Subd. 2. The teachers shall be guaranteed the right to be active politically except during hours of employment. Political rights shall include: registering, voting, political party participation, political issue discussion, campaigning for issues, and/or serving in elected offices which are not incompatible with current employment.

Subd. 3. The provisions of the Agreement shall be applied equitably to all members of the unit without regard to race,

creed, religion, color, national origin, age, sex, marital status, or place of residence.

Section 6. Personnel Files:

Subd. 1. Each teacher shall have the right, upon written request, to review the contents of his/her own personnel file. This file will be made available within twenty-four (24) hours, excluding holidays and week-ends, of the request. A representative of the exclusive representative may, at the teacher's request, accompany the teacher in this review.

Subd. 2. No material may be placed therein without allowing the teacher an opportunity to file his/her response thereto, and said response shall become a part of said file in accordance with the procedure of MS. 1965. 125.12, subdivision 14. as amended.

Subd. 3. The teacher shall have the right to request a reproduction of any of the contents of the file at the teacher's expense.

Section 7. Teacher Evaluation:

Subd. 1. All monitoring or observation of the work performance of a teacher will be conducted openly. Openly will be defined as the administrator discussing with the teacher the behavior in question. Teachers will be given a copy of any class visit or evaluation report prepared by their superiors at least one (1) day before the conference to discuss it. No such report shall be submitted to central administration, placed in the

teacher's files, or otherwise acted upon without a prior conference with the teacher.

Subd. 2. Non-tenured teachers will be observed at least three (3) times each year by an appropriate administrator. Two (2) of these observations should be announced by written notification at least 24 hours prior to the observation.

Subd. 3. Each teacher may have additional observations upon request.

Subd. 4. Any evaluation derogatory to a teacher's conduct, service, character, or personality will not be placed in his/her personnel file unless the teacher has had an opportunity to review such materials by affixing his/her signature, and this in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent and attached to the file copy.

Subd. 5. Before submission to the school board, the appropriate administrator shall present to each teacher his/her complete evaluation. The complete evaluation and the evaluation presented to the school board shall include the report of each individual classroom observation. The teacher may answer in writing any part or parts of the evaluation. This statement will be presented to the school board along with the appropriate administrator's evaluation and shall be added to the teacher's personnel file.

Section 8. Placement on Agenda: The board shall place on the agenda of each school board meeting as an item for consideration under "new business" any matters brought to its attention by the exclusive representative so long as those matters are made known to the superintendent's office prior to the printing of the agenda for that subsequent school board meeting.

Section 9. Use of Buildings: The exclusive representative and its representatives shall have the right to use school buildings for meetings provided that when special custodial service is required the school district may make a reasonable charge therefore. No charge shall be made for use of school rooms during the hours between 7:00 a.m. and 8:30 p.m. during the school day.

Section 10. Other Rights: Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the existing laws and regulations. The rights granted to teachers herewith shall be deemed to be in addition to those provided by such laws and regulations.

Section 11. Agreement Copies: There shall be three (3) signed copies of the final contract for the purpose of record: One retained by the school district, one by the exclusive representative, and one by the superintendent.

## ARTICLE VI

### BASIC SCHEDULES AND RATES OF PAY

Section 1. 1987-1988 Salary Schedule: The wages and salaries reflected in Appendix 1, attached hereto, shall be a part of the Agreement for the 1987-1988 school year.

Section 2. 1988-1989 Salary Schedule: The wages and salaries reflected in Appendix 2, attached hereto, shall be a part of the Agreement for the 1988-1989 school year.

Section 3. 1987-1988 and 1988-1989 Extra Duty Schedule: The wages and salaries reflected in Appendix 3, attached hereto, shall be a part of the Agreement for the 1987-1988 and 1988-1989 school year.

Section 4. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Subd. 1. Credits used to establish position in the salary lanes must have been received within seven years. Changes in salary due to additional credit will be considered at the next regularly scheduled school board meeting after the required evidence of completion of credit has been received by the superintendent. Official transcripts of all college credits must be on file in the superintendent's office. New courses to be taken, if not graduate credits, must have prior administrative approval if they are to apply towards salary schedule lanes. All credits, in order to apply towards a salary schedule lane change,



must have been earned after the initial degree which allowed the teacher to be properly certified.

Subd. 2. New Teacher Clause - Previous teaching experience, up to a maximum of five years gained during the last six years before contracting with ISD 857 will be recognized. More years of teaching or related experience may be negotiated with the incoming teacher. A newly graduated teacher will be placed on step zero of the salary schedule.

Subd. 3. Credits beyond the Master's Degree used to establish position on the salary schedule must be credits in the field in which the teacher is teaching.

Subd. 4. Rules for placement on the salary schedule shall not apply to substitute teachers. Daily substitute teachers shall be paid at a rate to be determined annually by the school board. Long term substitute teachers, (those hired in excess of 20 consecutive days to replace the same instructor) shall be paid, on a prorated basis, on step 0 of the B.A. lane of the salary schedule.

Section 5. Status on Salary Schedule: The school district reserves the right to withhold an increment, lane change, or any other salary increase when it can provide documented evidence of poor professional performance.

Section 6. Pay Period: Pay periods shall be twice monthly. These will be the 15th of the month and the last day of the month except when those days fall on a week-end or holiday, and then the payment will be made on the previous school day.

Subd. 1. Substitute teachers will be paid monthly following the regular school board meeting.

Section 7. Deductions: The school district agrees that all deductions for partial absences will be made on the length of the work day and week. The daily rate, for purposes of calculating deductions would be 1/185 of the annual salary of the employee.

Section 8. Emergency Duty: In cases when a teacher is asked to substitute, in a study hall or classroom, during his preparation period, he/she will be compensated for at the rate of twelve dollars per hour.

## ARTICLE VII

### INSURANCE

Section 1. Health and Hospitalization Insurance: During the 1987-1988 and 1988-1989 school year the school district shall contract with an insurance carrier to provide health protection to each full-time teacher and his/her eligible dependents. The selection of the insurance carrier and policy shall be made by the school district as provided by law.

Subd. 1. Insurance: During the period noted above, the school district will contribute the full amount of single insurance premiums and 90% or \$134.46 per month (whichever is greater) for family coverage to a maximum of \$150.00; except in the event both husband and wife are employed by the district, and both are eligible to receive insurance coverage, then the limit paid for family coverage shall not apply.

Subd. 2. It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 2. Disability Insurance: The school district shall provide to each full-time teacher long term disability insurance. Benefits shall be payable upon the 90th calendar day of disability.

Section 3. Continuation of Benefits: In the event that an employee absent because of illness or injury has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year.

Section 4. Policy Copies: The school district shall distribute copies of all insurance policies to each teacher covered by said insurance.

## A R T I C L E V I I I

### SEVERANCE PAY

Section 1. Staff Reduction: Teachers upon termination due to staff reduction because of declining enrollments will be provided severance pay as determined by the amount of unused sick leave with a maximum not to exceed 100 days.

Subd. 1. Severance pay for termination due to staff reduction because of declining enrollment will be paid to any teacher not employed by the school district by the opening day of the teachers work year the following fall.

Section 2. Early Retirement: Full-time teachers who are at least 55 years of age before September 1 and have taught a minimum of 15 years in Independent School District No. 857 shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the school on/before April 1.

Subd. 1. Beginning July 1, 1981, any teacher who leaves employment based on the terms of Section 2 of Article VIII will be provided severance pay as determined by the following schedule:

| <u>Age of Retirement</u> | <u>Severance Pay</u> |
|--------------------------|----------------------|
| 55                       | \$10,000.00          |
| 56                       | 9,500.00             |
| 57                       | 9,000.00             |
| 58                       | 8,500.00             |
| 59                       | 8,000.00             |
| 60                       | 7,500.00             |
| 61                       | 6,000.00             |
| 62                       | 4,500.00             |
| 63                       | 3,000.00             |
| 64                       | 1,500.00             |
| 65                       | 0                    |

Subd. 2. In addition to Subd. 1, unused sick leave days may be converted into paid group health and hospitalization insurance at the following rate: for each 20 days, or that portion thereof, of unused sick leave, the teacher shall be granted one year of paid group health and hospitalization insurance on the same basis (family or single) as of the time of their retirement. The premiums paid shall be the same as those provided the Association.

Subd. 3. Teachers who apply and are granted early retirement shall be eligible to remain in the existing group health and hospitalization insurance program until age 65. Premiums shall be paid under the provisions of Subd. 2 or at the teacher's own expenses when sick leave days expire in Subd. 2. Benefits under this provision shall cease upon death of the teacher except when both husband and wife have been employed by Independent School District No. 857 until retirement (and both have been eligible to receive insurance coverage) in which case the survivor will have continued coverage under the provisions of Article VIII.

This section is contingent upon the approval and acceptance by the insurance carrier.

Subd. 4. It is the understanding of the school district and the exclusive representative that the purpose of Subd. 2 shall not be to provide duplicate coverage. In the event that a retiring teacher obtains employment, following retirement, that provides health and hospitalization insurance, then the school district shall no longer be required to provide that coverage.

Section 3. Computation: Disbursement of the amount referred to in Section 2 is to be in one lump sum or six equal payments as requested by the individual teacher to commence upon termination date. Payment for each unused sick day will be based upon 1/185 of the average salary of the teacher's last five (5) years of teaching.

Section 4. Payments: If a teacher dies with a portion of their severance pay unpaid, the balance due shall be paid to the teacher's named beneficiary, if any, otherwise to the teacher's estate.

## ARTICLE IX

### LEAVES OF ABSENCE

Section 1. Sick Leave: Sick leave shall be defined as any absence due to an illness and/or debilitating condition.

Subd. 1. All teachers under contract shall earn ten (10) days of sick leave for each year of service in employ of the school district. A day will be interpreted to mean the teacher's work day. One additional day shall be earned for each month employed beyond the regular school year.

Subd. 2. Accumulation of unused sick leave days shall be unlimited. Each teacher shall receive a written notice of the total number of accumulated sick leave days in each school year.

Subd. 3. Sick leave with pay shall be allowed by the school district whenever a teacher's absence is found to have been due to illness or debilitating condition which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 5. Sick leave pay shall be approved only upon submission of a signed authorized sick leave pay request card available at the office.

Subd. 6. A teacher who is absent due to an illness of a member of the family will be allowed five (5) days in any one



school year without salary deduction. The absence shall be deducted from accumulated sick leave.

Subd. 7. A teacher who is unable to teach because of personal illness or disability and who has exhausted all accumulated paid sick leave available, may be granted an additional leave of absence without pay for the duration of such illness or disability, up to one (1) year. A doctor's statement may be required certifying the teacher's ability to return to work.

Subd. 8. The school district may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 9. At the beginning of each school year the exclusive representative will elect a sick leave bank committee. At that time all non-participating teachers who wish to participate in the established sick leave bank will be assessed one day of sick leave. Participating members of the unit who exhaust their personal accumulated sick leave allowance due to an extended illness shall be allowed reasonable and necessary withdrawals from the common bank. The sick leave committee shall have the power to accept or reject any requests for additional sick leave days. Any person requesting aid must wait five (5) days before receiving any days from the bank. If there are

Insufficient days available in the bank any participating teacher will contribute one (1) more sick leave day at any time during the school year. A participating member of the unit who has utilized sick leave credit from the sick leave bank shall repay those days credited in a one to one ratio. The first year following a withdrawal a member must repay four (4) days. In the following years the indebted member may not accumulate more than ten (10) days until his/her debt to the bank is paid in full.

A teacher may withdraw from the sick leave bank at the beginning of any school year. In case of withdrawal a teacher's contribution of days will remain in the bank.

Subd. 10. Accumulated sick leave may be used by a pregnant teacher for those days determined by the attending physician as days the teacher is disabled. The teacher must furnish a written statement from the attending physician.

Subd. 11. All absences caused by injury covered by the Workmen's Compensation Act are a part of the sick leave policy of the district. If the payment to the teacher under the Workmen's Compensation Act is not equal to the teacher's salary, the school district will pay the difference between the regular daily salary of the teacher and the amount paid by Workmen's Compensation. The fractional time a teacher is absent from school and not paid by Workmen's Compensation will be charged against his/her accumulated sick leave. The fractional amount paid by the school district will be charged to the teacher's accumulated sick leave.

Section 2. Bereavement Leave: Bereavement leave shall be granted to all certified employees without salary deduction. The absence, however, shall be deducted from the employee's accrued sick leave. The exact number of days will be determined by the superintendent.

Section 3. Personal Leave:

Subd. 1. Any certified employee will be granted two days personal leave per year with one half the substitute's salary to be deducted from the teacher's salary for each day of personal leave. This deduction is not dependent upon the hiring of a substitute.

Subd. 2. Requests for personal leave must be made to the superintendent of schools at least one day in advance, except in the event of emergencies. The superintendent shall have the authority to limit the number of those taking personal leave to one person per day.

Subd. 3. If personal leave days are not used by the teacher, one day for each unused personal leave day will be added to the teacher's accumulated sick leave.

Section 4. Organization Office Leave: An unpaid leave or absence of up to one (1) year shall be granted to any full-time teacher upon application for the purpose of serving as an officer of the MEA or NEA or on its staff. Upon return from such leave a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to the taking of this leave. By April 1 of the year 19

which the leave is being taken the teacher must notify the school board in writing of his/her intent to return or not to return. Failure to so notify shall constitute automatic termination, however, the superintendent may extend the April 1 deadline.

Section 5. Public Office Leave: A leave of absence, not to exceed the duration of the office, shall be granted to any full-time teacher, upon application, for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to taking this leave.

Section 6. Maternity Leave: The school district shall grant a maternity leave up to one year to any pregnant teacher who makes a written application for such leave. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as she had prior to taking this leave.

Section 7. Adoption Leave: The school district shall grant an adoption leave up to one year to any teacher who makes a written application for such leave. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to taking this leave.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. Sabbatical Leave: A sabbatical leave of absence for a year or part of a year may be granted, subject to board approval, to members of professional staff who are presently teaching full time for the purpose of professional advancement or travel, subject to the following conditions:

Subd. 1. In order to be eligible for sabbatical leave, an individual must have taught in Independent School District No. 857 for at least six (6) full years.

Subd. 2. If sabbatical leave is granted for the purpose of study at the master's degree level the teacher must complete twelve (12) credit hours of work during each semester or quarter for which the leave is granted. Work beyond the master's degree requires nine (9) credit hours each semester or quarter. The institution and courses must be approved as a part of the advanced program.

Subd. 3. If the sabbatical leave is granted for purpose of travel the itinerary must be approved by the school district before the leave is granted.

Subd. 4. Application for sabbatical leave must be submitted on or before February 1 for leaves taking effect during the next fall quarter.

Subd. 5. The number of teachers on sabbatical leave shall be limited to one of the total instructional force.

Subd. 6. The allowance granted to a teacher on sabbatical leave shall be one half the rate of pay received by the individual had he/she remained in his/her position.

Subd. 7. In order that all applicants be given equal consideration and in case the number of requests exceeds the limitations, the school district agrees to use the following criteria in selecting the candidates for sabbatical leave:

- A. The merit of the objectives as they relate to improving the instructional program.
- B. years of teaching experience in the district.
- C. Previous leaves.
- D. Reasonable distribution of applicants by schools.
- E. Evidence of acceptance of the teacher's program or project by the institution offering the advance study, research, or itinerary.

Subd. 8. A teacher who is granted sabbatical leave must pledge himself/herself to return to his/her former position with Independent School District No. 857 for a period of two years following termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach before the expiration of the two years, he/she shall pay back to Independent School District No. 857 a pro-rata of the allowance.

Subd. 9. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position of like nature and status, and shall be continued at the same position on the salary schedule as if he/she had taught in the district during such period. He/she shall maintain tenure, and insurance benefits, accumulated sick leave and all other accrued benefits provided in

this Agreement. Sick leave shall be restored to the position it was prior to taking the leave.

Section 10. Association Leave: The exclusive representative shall be credited with six (6) days during the 2-year contract term, with no more than five (5) days to be used in any one year. These days, with pay, to be used by the teachers who are officers or agents of the exclusive representative. Request for such leave days shall be made through the president of the exclusive representative. The exclusive representative agrees to notify the superintendent no less than forty-eight (48) hours prior to the date of intended use of such days.

Section 11. Study Leaves: An unpaid leave of absence of up to one (1) year shall be granted to any full-time teacher who has at least 5 years service in the district, upon application for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to taking this leave.

Section 12. Retirement Leave: Any teacher who has attained the age of seventy (70) as of June 30 of any year shall be automatically retired as of that date.

Section 13. Jury Duty: Any teacher who is called to serve jury duty for a municipal, county, state, or federal court shall

be provided leave with pay for each day of required jury duty service. The teacher shall notify the District of the dates of pending absence as soon as possible following notice of jury duty, but in no event later than one week prior to commencing jury duty service. The teacher shall reimburse to the district any per diem paid to a juror by the court for jury duty service during days of actual employment, except that the teacher shall retain any mileage and meal allowance paid by the court.



## ARTICLE X

### HOURS OF SERVICE

Section 1. Building Hours: Teachers shall be required to be in their classrooms fifteen (15) minutes before the opening of the pupil's school day. Teachers shall be permitted to leave fifteen minutes after the close of the pupil's school day except on days when faculty meetings are called. On Fridays or on days preceding holidays or vacations, the teacher's day shall close at the end of the pupil's day.

Section 2. Lunch Period: All teachers shall be entitled to a duty free lunch period of 30 minutes.

Section 3. Overtime: Part-time teachers whose required attendance at workshops, or in-service days exceeds their contracted hours of employment shall be compensated for the extra time at their contracted rate of pay.

Section 4. Additional Activities: In addition to the basic school day, teachers shall be required to participate, to a reasonable degree, in school activities beyond the basic teacher's day, as is required by the school district or its designated representative. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities, as determined by the principal, superintendent or school board.

A R T I C L E   X I

L E N G T H   O F   T H E   S C H O O L   Y E A R

The school district and exclusive representative agree that the school term for the 1987-1988 year and the 1988-1989 year shall be 185 days for each year.

## ARTICLE XII

### GRIEVANCE PROCEDURE

Section 1. Grievance Definition: Any allegation by the exclusive representative or a teacher that there has been a violation, misinterpretation, or misapplication of the terms and conditions of employment insofar as such matters are contained in the Agreement.

Section 2. Representation: The teacher, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Time limits specified in this agreement may be extended by mutual agreement.

Subd. 2. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law. Once a grievance is initiated it shall be continued until resolved. No grievance shall be initiated after the last day of school.

Subd. 3. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal

holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

Section 5. Procedure: The school board and exclusive representative acknowledge that it is usually most desirable for an employee and his/her supervisor to resolve problems through free and informal communications. When requested by either party, the building grievance representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and the teacher, then a grievance may be processed as follows:

Subd. 1. Level 1. If the complaint is not resolved in the informal meeting, the employee or the exclusive representative must present the grievance in writing, within five (5) days to the building principal who will arrange a meeting

within five (5) days. The exclusive representative or teacher and the building principal shall be present for the meeting. The principal must provide the aggrieved teacher or the exclusive representative with a written answer on the grievance within five (5) days.

Subd. 2. Level 2. If the grievance is not resolved in the Level 1 the employee or the exclusive representative must present the grievance in writing, within five (5) days to the superintendent who will arrange a meeting within five (5) days. The teacher and the superintendent shall be present at the meeting, along with the exclusive representative, if the teacher wishes. The superintendent must provide the aggrieved teacher with a written answer on the grievance within five (5) days.

Subd. 3. Level 3. If the grievance is not resolved in Level 2, then the exclusive representative or employee shall refer the grievance to the school board within five (5) days. A meeting shall be arranged, by the superintendent, for a meeting between the exclusive representative or employee and the School Board, or its representative to take place within fifteen (15) days of the receipt of the appeal. Each party shall have the right to include in its representation appropriate witnesses and counselors to develop facts pertinent to the grievance. Upon conclusion of the hearing, the school board will have five (5) days in which to provide its written decision to the aggrieved.

Subd. 4. Level 4. If either party is not satisfied with the disposition of the grievance at Level 3, or the Level 3 time

limits expire without the issuance of the school board's written answer then the exclusive representative or employee may submit the grievance to final and binding arbitration under the rules of the P.E.L.R.A. of 1971 which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the school board's Level 3 reply, then the grievance will be deemed withdrawn. Neither the school board nor the exclusive representative will be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that the judgement there on may be entered in any court of competent jurisdiction.

Subd. 5. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 6. The time limits provided in this Article shall be strictly observed but may be extended by written mutual agreement of the School Board and the exclusive representative.

Subd. 7. No reprisals of any kind will be taken by the school administration against any teacher because of this participation in the Grievance Procedure. Neither shall any reprisals be taken by the School Board.

Subd. 8. All documents, communication and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under the informal process of Level 1 and Level 2 of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

## A R T I C L E   X I I I

### UNIFICATION, LAYOFFS, AND ASSIGNABILITY

#### Staff Reduction and Annexation, Consolidation or Other Reorganization of the District

Section 1. Unification: This Agreement shall be binding upon the school district and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

Section 2. Layoffs: Termination of tenured professional personnel required by reduction in student enrollment, merger, financial condition, discontinuance of position, consolidation, or annexation shall take place only in accordance with the applicable provisions of the Minnesota Continuing Contract Law (Minnesota Statutes 125.12).

Section 3. Assignability: In the event a teacher's assignment or responsibilities are to be changed or eliminated, every effort will be made to place that teacher in another position for which he/she is qualified, within the school system. Reduction in certified staff will be made on the basis of seniority in the school district, provided the teacher is certified for the position. Rehiring will be based on a reversal of the above procedure; i.e., the last dismissed will be the first rehired.

Section 4. Seniority List: The school board will furnish a seniority list of all tenured staff to the exclusive



representative on or before the first of January of each school year. This list will then be the order in which lay-offs of tenured staff will be handled.

1. Number of years teaching in School District 857.
2. Full time senior over part time.
3. Number of areas certified.
4. Total continuous teaching time.
5. Number of extra duties.
6. Administrative evaluation.

## ARTICLE XIV

### CURRICULUM WRITING

The school district and exclusive representative agree that curriculum changes are often needed and necessary for the education of all children. When these changes are of a minor nature they can be effectively handled within the school day. However, there should be compensation for major changes (new courses) that require many hours of preparation outside the classroom and add to the professional responsibility of the teacher. The compensation for affecting such curriculum changes shall be reimbursed at the rate of twelve dollars per hour.

## A R T I C L E   X V

### DEPARTMENT CHAIRPERSON

Section 1. Compensation: The school district and exclusive representative agree that any teacher designated or elected as a department chairperson shall be assigned one (1) less hour of class per day or shall be compensated at the rate of twenty dollars for each teacher in the department.

Section 2. Classification: The department chairperson shall not be considered a supervisory employee as defined in the P.E.L.R.A. of 1971.

Section 3. Designated Departments: The following areas should function as departments for the 1985-1986 and 1986-1987 school year:

Subd. 1. Special Education to include Elementary and Secondary. This will involve EMR, TMR, SLBP, Speech Therapy and Chapter 1.

Section 4. Selection of Department Chairperson:

Subd. 1. Chairpersons should have a major in the area in which he/she is to be department chairperson.

Subd. 2. Chairpersons should have teaching experience in his/her field.

Subd. 3. Members of the department may nominate two candidates. If the department members do not wish to do so, or fail to nominate them, the choice will be left to the

administration. The final selection in any case will be made by the administration.

Subd. 4. Renomination will occur each year, keeping in mind that frequent changes would produce discontinuity of policies and procedures.

## A R T I C L E   X V I

### PROFESSIONAL VISITATION

The school district and exclusive representative agree that upon request and approval by the administration, teachers shall be allowed up to two days of release time for classroom visitation and school observation. This policy is directed toward the examination of special types of programs in operation. Upon request, teachers shall be reimbursed for expenses. Substitutes, when necessary, shall be provided by the school district.

## A R T I C L E   X V I I

### DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 1987 through June 30, 1989 and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. If either party desires to modify or amend conditions of the Agreement commencing on July 1, 1989 it shall give written notice of such intent no later than May 1, 1989. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the teachers of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matter relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement unless both parties mutually agree to such a reopening.

Section 4. 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.

APPENDIX 1

SALARY SCHEDULE 1987-1988

| Years<br>Experience | B.A.   | B.A.<br>+15 | B.A.<br>+30 | M.A.<br>B.A. +60 | M.A.<br>+20 | M.A.<br>+30 |
|---------------------|--------|-------------|-------------|------------------|-------------|-------------|
| 0 AND 1             | 18,415 | 18,825      | 19,235      | 20,055           | 20,465      | 20,875      |
| 2                   | 18,915 | 19,345      | 19,755      | 20,630           | 21,040      | 21,450      |
| 3                   | 19,415 | 19,865      | 20,275      | 21,205           | 21,615      | 22,025      |
| 4                   | 19,915 | 20,385      | 20,795      | 21,780           | 22,190      | 22,600      |
| 5                   | 20,415 | 20,905      | 21,315      | 22,355           | 22,765      | 23,175      |
| 6                   | 20,915 | 21,425      | 21,835      | 22,930           | 23,340      | 23,750      |
| 7                   | 21,415 | 21,945      | 22,355      | 23,505           | 23,915      | 24,325      |
| 8                   | 21,915 | 22,465      | 22,875      | 24,080           | 24,490      | 24,900      |
| 9                   | 22,415 | 22,985      | 23,395      | 24,655           | 25,065      | 25,475      |
| 10                  | 22,915 | 23,505      | 23,915      | 25,230           | 25,640      | 26,050      |
| 11                  | 23,415 | 24,025      | 24,435      | 25,805           | 26,215      | 26,625      |
| 12                  | 23,915 | 24,545      | 24,955      | 26,380           | 26,790      | 27,200      |
| 13                  | 24,415 | 25,065      | 25,475      | 26,955           | 27,365      | 27,775      |
| 14                  | 24,915 | 25,585      | 25,995      | 27,530           | 27,940      | 28,350      |
| 15                  | 25,415 | 26,105      | 26,515      | 28,105           | 28,515      | 28,925      |
| 16                  | 25,915 | 26,625      | 27,035      | 28,680           | 29,090      | 29,500      |

Longevity = \$250.00



APPENDIX 2

SALARY SCHEDULE 1988-1989

| Years Experience | B. A.  | B. A. +15 | B. A. +30 | M. A. B. A. +60 | M. A. +20 | M. A. +30 |
|------------------|--------|-----------|-----------|-----------------|-----------|-----------|
| 0 and 1          | 19,770 | 20,180    | 20,590    | 21,410          | 21,820    | 22,230    |
| 2                | 20,270 | 20,700    | 21,110    | 21,985          | 22,395    | 22,805    |
| 3                | 20,770 | 21,220    | 21,630    | 22,560          | 22,970    | 23,380    |
| 4                | 21,270 | 21,740    | 22,150    | 23,135          | 23,545    | 23,955    |
| 5                | 21,770 | 22,260    | 22,670    | 23,710          | 24,120    | 24,530    |
| 6                | 22,270 | 22,780    | 23,190    | 24,285          | 24,695    | 25,105    |
| 7                | 22,770 | 23,300    | 23,710    | 24,860          | 25,270    | 25,680    |
| 8                | 23,270 | 23,820    | 24,230    | 25,435          | 25,845    | 26,255    |
| 9                | 23,770 | 24,340    | 24,750    | 26,010          | 26,420    | 26,830    |
| 10               | 24,270 | 24,860    | 25,270    | 26,585          | 26,995    | 27,405    |
| 11               | 24,770 | 25,380    | 25,790    | 27,160          | 27,570    | 27,980    |
| 12               | 25,270 | 25,900    | 26,310    | 27,735          | 28,145    | 28,555    |
| 13               | 25,770 | 26,420    | 26,830    | 28,310          | 28,720    | 29,130    |
| 14               | 26,270 | 26,940    | 27,350    | 28,885          | 29,295    | 29,705    |
| 15               | 26,770 | 27,460    | 27,870    | 29,460          | 29,870    | 30,280    |
| 16               | 27,270 | 27,980    | 28,390    | 30,035          | 30,445    | 30,855    |

Longevity = \$540.00

APPENDIX 3

EXTRA-CURRICULAR SCHEDULE - 1987-1988

|                               | 1st<br>Year                  | 2nd<br>Year | 3rd<br>Year | 4th<br>Year | 5th<br>Year |
|-------------------------------|------------------------------|-------------|-------------|-------------|-------------|
| 1. Class Play Director        | 725                          | 825         | 925         | 1025        | 1125        |
| 2. Asst. Director-Musical     | 600                          | 675         | 750         | 825         | 900         |
| 3. One-Act Play Director      | 600                          | 675         | 750         | 825         | 900         |
| 4. School Newspaper Advisor   | 600                          | 675         | 750         | 825         | 900         |
| 5. School Yearbook Advisor    | 725                          | 825         | 925         | 1025        | 1125        |
| 6. Speech Director            | 600                          | 675         | 750         | 825         | 900         |
| 7. Audio-Visual Director      | 1200                         | 1350        | 1350        | 1350        | 1350        |
| 8. Band Act/Athletic Event    | 25                           | 25          | 30          | 35          | 40          |
| 9. Junior Class Concessions   | 1000                         | 1000        | 1000        | 1000        | 1000        |
| 10. FHA Advisor               | 600                          | 675         | 750         | 825         | 900         |
| 11. Athletic Director         | 1400                         | 1550        | 1700        | 1850        | 2000        |
| 12. Cheerleader Advisor       | 725                          | 825         | 925         | 1025        | 1125        |
| 13. Head Coach                | 1700                         | 1850        | 2000        | 2150        | 2300        |
| 14. Assistant Coach           | 1050                         | 1200        | 1350        | 1500        | 1650        |
| 15. Junior High Coach         | 750                          | 850         | 950         | 1050        | 1150        |
| 16. Asst. Junior High Coach   | 450                          | 525         | 600         | 675         | 750         |
| 17. Summer School Instructors | 12.00                        | per hour    |             |             |             |
| 18. Driver's Training Instr.  | 12.00                        | per hour    |             |             |             |
| 19. Adult Evening Instructor  | 12.00                        | per hour    |             |             |             |
| 20. Home Bound Teaching       | 12.00                        | per hour    |             |             |             |
| 21. Ticket Selling            | 12.00                        | per event   |             |             |             |
| 22. Timekeeping               | 17.00                        | per event   |             |             |             |
| 23. Bus Chaperones            | 17.00                        | per event   |             |             |             |
| 24. Officiating               | 10.00                        | per event   |             |             |             |
| 25. Officiating/2nd Event     | 10.00                        | per event   |             |             |             |
| 26. Extended Employment       | Pro-Rated Based/9-Mo. Salary |             |             |             |             |

APPENDIX 3

EXTRA-CURRICULAR SCHEDULE 1988-1989

|                               | 1st<br>Year                  | 2nd<br>Year | 3rd<br>Year | 4th<br>Year | 5th<br>Year |
|-------------------------------|------------------------------|-------------|-------------|-------------|-------------|
| 1. Class Play Director        | 800                          | 900         | 1000        | 1100        | 1200        |
| 2. Asst. Director-Musical     | 675                          | 750         | 825         | 900         | 975         |
| 3. One-Act Play Director      | 675                          | 750         | 825         | 900         | 975         |
| 4. School Newspaper Advisor   | 675                          | 750         | 825         | 900         | 975         |
| 5. School Yearbook Advisor    | 800                          | 900         | 1000        | 1100        | 1200        |
| 6. Speech Director            | 675                          | 750         | 825         | 900         | 975         |
| 7. Audio-Visual Director      | 1300                         | 1450        | 1450        | 1450        | 1450        |
| 8. Band Act/Athletic Event    | 25                           | 25          | 30          | 35          | 40          |
| 9. Junior Class Concessions   | 1100                         | 1100        | 1100        | 1100        | 1100        |
| 10. FHA Advisor               | 675                          | 750         | 825         | 900         | 975         |
| 11. Athletic Director         | 1500                         | 1650        | 1800        | 1950        | 2100        |
| 12. Cheerleader Advisor       | 800                          | 900         | 1000        | 1100        | 1200        |
| 13. Head Coach                | 1900                         | 2050        | 2200        | 2350        | 2500        |
| 14. Assistant Coach           | 1125                         | 1275        | 1425        | 1575        | 1725        |
| 15. Junior High Coach         | 825                          | 925         | 1025        | 1125        | 1225        |
| 16. Asst. Junior High Coach   | 450                          | 525         | 600         | 675         | 750         |
| 17. Summer School Instructors | 12.00 per hour               |             |             |             |             |
| 18. Driver's Training Instr.  | 12.00 per hour               |             |             |             |             |
| 19. Adult Evening Instructor  | 12.00 per hour               |             |             |             |             |
| 20. Home Bound Teaching       | 12.00 per hour               |             |             |             |             |
| 21. Ticket Selling            | 12.00 per event              |             |             |             |             |
| 22. Timekeeping               | 17.00 per event              |             |             |             |             |
| 23. Bus Chaperones            | 17.00 per event              |             |             |             |             |
| 24. Officiating               | 10.00 per event              |             |             |             |             |
| 25. Officiating/2nd Event     | 10.00 per event              |             |             |             |             |
| 26. Extended Employment       | Pro-Rated Based on 9-Mon.sal |             |             |             |             |

COACHS OF CROSS COUNTRY, BASEBALL, GOLF, BOYS TRACK. (WHEN  
BOYS AND GIRLS TRACK HAVE SEPARATE HEAD COACHES)

|                   |      |      |      |      |      |
|-------------------|------|------|------|------|------|
| HEAD COACH        | 1700 | 1850 | 2000 | 2150 | 2300 |
| ASSISTANT COACH   | 1050 | 1200 | 1350 | 1500 | 1650 |
| JUNIOR HIGH COACH | 750  | 850  | 950  | 1050 | 1150 |