

**PERSONNEL**

**Certified Personnel - Conditions of Professional Services**

**Employment Agreement**

**between**

**Independent School District No. 31**

**and**

**Bemidji Education Association**

**Bemidji, Minnesota**

**For the Years**

**Beginning 1 July 2013 and ending 30 June 2015**

**SBR 200-10-1  
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AGREEMENT

ARTICLE I

PURPOSE

This Agreement is entered into between the School Board of INDEPENDENT SCHOOL DISTRICT NO. 31, Bemidji, Minnesota, hereinafter referred to as the District, and the BEMIDJI EDUCATION ASSOCIATION, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATION

Section 1. Recognition

In accordance with P.E.L.R.A., the District recognizes the Bemidji Education Association as the exclusive representative of teachers employed by the District, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and described in the provisions of this Agreement.

Section 2. Appropriate Unit

The exclusive representative shall represent all the teachers of the District as defined in this Agreement and in said Act.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment

The term, "terms and conditions of employment", means the hours of employment, the compensation thereof including fringe benefits except retirement contributions or benefits, and the District's personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. The terms are subject to the provisions of P.E.L.R.A.

Section 2. Teacher

The word/term, "teacher", means any person defined as a teacher by P.E.L.R.A.

Section 3. District or School District

For purposes of administering this Agreement, the word/term, "District/School District", shall mean the School Board or its designated representative(s).

Section 4. Other Terms

Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV

DISTRICT RIGHTS

Section 1. Inherent Managerial Rights

The exclusive representative recognizes that the District 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 District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Managerial Responsibilities

The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules, and Regulations

The exclusive representative and the School Board recognize the right, obligation, and duty of the School Board 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, 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 and without force and effect.

Section 4. Reservation of Managerial Rights

The foregoing enumeration of 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 the Agreement and not in violation of the laws of the State of Minnesota are reserved to the District.

ARTICLE V

TEACHER RIGHTS

Section 1. Guaranteed Rights

The District shall not deprive any teacher of the enjoyment of any right guaranteed to the teacher by P.E.L.R.A. or other laws of Minnesota or the constitutions of Minnesota and the United States.

Section 2. Promulgated Rights

Nothing contained herein shall be construed to deny or restrict any rights any teacher may have under rules and regulations duly promulgated by the School Board.

Section 3. Access to Files

All evaluations and files, wherever generated, relating to each individual teacher shall be available during regular District business hours to each individual teacher upon his or her written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein; provided, however, the District may destroy such files as provided by law.

No material shall be placed in a teacher's personnel file unless he/she is provided a copy of the material prior to its placement. Failure to provide a copy to the teacher shall result in the material being removed from the file until the teacher is provided a copy.

Section 4. Teacher Reprimand and Discipline

Subd. 1. Proper Cause

No teacher shall be denied any scheduled salary increase or deprived of any professional advantage without proper cause and due notice.

Subd. 2. Representation

No formal disciplinary action shall be taken against a teacher without proper cause, and no material shall be placed in a teacher's personnel file as a result of disciplinary proceedings without the teacher first being afforded the opportunity to be represented by the exclusive representative. The teacher may waive such representation.

Subd. 3. Information

All information forming the basis for disciplinary action shall be made available in writing to the teacher.

#### Section 5. Dues Checkoff

Teachers shall have the right to request and be allowed dues checkoff for the teacher organization of their choice unless forbidden by law. Upon receipt of a properly executed authorization card of the teacher involved, which includes a statement of the total amount to be withheld, the District will deduct from the teacher's pay check the dues the teacher has agreed to pay to the teacher organization in equal deductions from each pay check commencing October 15 and continuing through May 31 and shall forward such dues to the teacher organization within ten days of each deduction. The authorization card including the statement of the amount of dues to be deducted shall be presented to the District no later than thirty days prior to the date of the first scheduled deduction.

### ARTICLE VI

#### EXCLUSIVE REPRESENTATIVE RIGHTS

##### Section 1. Right to Conduct Business

Duly authorized representatives of the exclusive representative shall be permitted to transact official business on District property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations nor result in the neglect of assigned duties.

##### Section 2. Use of Equipment

The exclusive representative shall have the right to use District equipment, including typewriters, computers, e-mail, fax machines, duplicating equipment, calculating machines, and audio visual equipment at reasonable times when such equipment is not otherwise in use, provided the following conditions are met:

- (a) The exclusive representative provides qualified personnel to operate the equipment.
- (b) Permission first shall be obtained from the principal of the building where the equipment is located.
- (c) The exclusive representative will pay for the cost of all materials and supplies incidental to the use of the equipment. For photocopying matter, the cost provided for herein shall be 15 cents per sheet.

##### Section 3. Access to Information

The District shall provide, upon the written request of the exclusive representative, all information pertaining to the budget both present and proposed, revenues and other financial information. The District and the exclusive representative shall furnish each other all material relevant to a submitted grievance.

##### Section 4. Fair Share Fee

- (a) In accordance with Minnesota Statutes 179A.06, Subd. 3, upon written request of the exclusive representative, the District shall deduct a fair share fee as determined by the exclusive representative from the pay of any teacher who is not a member in good standing. Upon thirty days notice in writing to the District of the name of the teacher and the amount of fair share fee certified by the exclusive representative, the District will deduct such fair share fee from such teacher's pay check in equal deductions commencing with the first pay period at the end of said thirty days' notice and continuing through May 31 of the same school year. The District will forward such fee to the exclusive representative within ten days of said deduction. The exclusive representative agrees to notify the District promptly whenever any teacher no longer is subject to a fair share fee deduction.
- (b) Any dispute concerning the amount of such fee shall be solely between the exclusive representative and the teacher involved. The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the District harmless from any and all actions, suits, claims, damages, judgments, 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 amount of the assessment of the fair share fee specified by the exclusive representative as provided herein. The exclusive representative agrees to provide all advance notices required by law. In the event a challenge to the fair share fee assessment is made, deductions for the fee of any challenging individual or individuals shall be held by the District in escrow until a final decision is made in accordance with the laws.

## ARTICLE VII

### FRINGE BENEFITS

#### Section 1. Insurance Benefits

The District will pay for continuing contract full time teachers an annual amount not to exceed \$9,000.00 per teacher effective July 1, **2013, and \$9,675.00 per teacher effective July 1, 2014**, for group insurance benefits. Continuing contract teachers employed for less than full time will receive amounts proportional to their contracted teaching time. Any teacher whose spouse works for the District may combine his/her insurance monies for the purpose of paying premiums. The amount provided for in this section shall be used at the discretion of the individual teacher to pay premiums among the following plan options:

- (a) Health Insurance
  - (1) teacher, or
  - (2) dependent/family coverage
- (b) Dental Insurance
  - (1) teacher, or
  - (2) dependent/family coverage
- (c) Term Life Insurance (Including AD & D)
  - (1) \$10,000,
  - (2) \$25,000,
  - (3) \$50,000, or
  - (4) \$100,000 coverage
- (d) Long-Term Disability Insurance with coverage set at 67% of gross pay up to a maximum benefit of \$3,000 per month. The insurance will provide for a 90 day waiting period.
- (e) Cancer (when a plan similar to the current plan is available)
  - (1) teacher, or
  - (2) dependent/family coverage
- (f) Optical Reimbursement Account  
Eligible expenses for optical costs up to \$600 will be reimbursable under Section 105 of the Internal Revenue Service Code. Election for amounts to be used in this account must be made within the timeline stated in Subd. 3. Amounts remaining unspent in the optical reimbursement account at the end of the plan year will be forfeited.
- (g) Long-Term Care
  - (1) teacher, or
  - (2) teacher and spouse coverage

Any additional cost of the insurance selected over and above the amount paid by the District shall be paid by the teacher through payroll deduction.

#### Subd. 1. District's Obligation

The District's only obligation is to purchase insurance policies and pay such amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

### Subd. 2. Availability of Options

The availability of insurance options identified above is dependent upon sufficient enrollments to ensure bids by insurance carriers, and the School Board will exercise sole discretion in the selection of the insurance carrier(s).

### Subd. 3. Effective Dates

In each bargaining year, within three weeks of ratification of the Agreement by both parties, all teachers shall be eligible to participate in an open enrollment period during which time they may file new signed INSURANCE OPTION forms indicating any change in insurance coverage which they desire for that school year. In all years, teachers shall return to the business office, by 4:30 p.m. on Friday of the third week in September, signed INSURANCE OPTION forms indicating their insurance options for that year. Once an option has been exercised, it may not be changed until the following Agreement year enrollment period, except during open enrollment periods established hereunder. Failure to submit a signed INSURANCE OPTION form by the deadlines specified will nullify a teacher's right to change the insurance options, and there will be no change in that teacher's insurance benefits for that year.

## Section 2. Term Life Insurance

For all full-time teachers the District will pay directly to the insurance carrier selected by the District the premium for \$50,000 coverage term life insurance, including accidental death and dismemberment protection, during the period the teacher is employed with the District. This section shall be implemented and effective within thirty (30) days following ratification of this agreement.

## Section 3. Retiree Insurance or Health Care Savings Plan

### Subd. 1. Eligibility

To be entitled to the benefits of Subd. 1. and 2., a teacher must have been employed by the District before January 1, 2012, and meet the following requirements.

- (a) The teacher must retire from employment with the District after June 30, 1995.
- (b) The teacher shall continue in a retirement status from employment by the District.
- (c) At the time of retirement, the teacher shall be a full-time teacher with a continuing contract. If a full-time continuing contract teacher of fifteen (15) years or more has less than a full-time contract any time during the last three (3) years of service, he or she will qualify for benefits under this subdivision.
- (d) At the time of retirement, the teacher qualifies if he or she is TRA eligible and he/she has a minimum of fifteen (15) years in the District.
- (e) The retired teacher must be a participant in the District's fringe benefit menu prior to retirement to be eligible for participation in this benefit. The retired teacher must be participating in the individual options that will be paid by this benefit prior to retirement.

### Subd. 2. Funding and Limitations

- (a) The District will allocate \$450.00 per FTE for the **2013-2014** school year and \$450.00 per FTE for the **2014-2015** school year to fund the retiree fringe benefit pool. The District will manage the retiree fringe benefit pool established for those teachers retiring prior to January 1, 2012; and report to the exclusive representative annually. Any future funding or adjustment is subject to the negotiation process.
- (b) The maximum amount payable on behalf of any retired qualifying teacher retiring after July 1, 2003, shall be \$875 times the number of years of service to the District up to 32 years.
- (c) Teachers are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds payable under Subd. 2. (b) will be deposited into the employee's post employment health care savings plan account.
- (d) Upon the death of a teacher eligible for benefits under (b) and (c) of this Subdivision; any payment owed but not remitted to the Minnesota Post Employment Health Care

Savings Plan (HCSP), will be paid in cash to the surviving spouse or the teacher's estate.

Subd. 3. Health Care Savings Plan

Teachers employed on January 1, 2012, or thereafter will be eligible to participate in Subd. 3. only. Teachers are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds payable under this subdivision will be deposited into the employee's post employment health care savings plan account.

The District shall contribute an annual payment in the amount of \$1,500.00 to all full time teachers, hired on or after January 1, 2012; with 15 to 32 years of service. The annual payment shall be deposited in the teacher's HCSP account in equal amounts over each pay period.

Section 4. Health, and Hospitalization Insurance

Teachers shall be eligible to remain in the existing group health and hospitalization insurance program if permitted by law and the terms of the insurance program. All retired teachers electing to remain in the group term life insurance program may be placed in a separate subgroup for the purposes of rate determination. Such eligibility shall continue until the teacher has full-time employment elsewhere. To qualify for and to maintain this eligibility, the teacher must notify the District in writing and must pay the full premiums in advance installments.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Sick Leave and Absence

Subd. 1. Amount and Accumulation

Commencing with this Agreement, each continuing contract full-time teacher will be granted 12 days of sick leave for each school year with unused, annual sick leave accumulating to a maximum of 150 days. Sick leave may also be used for serious illness in the immediate family. For the purpose of this subdivision, "serious illness" is defined as an illness of such a nature that a physician's attention is required, and "immediate family" is defined as spouse, parent, child (**includes adult child**), stepchild, **sibling**, grandparent, grandchild, stepparent, parent in-law, sister in-law, brother in-law, or any member of the teacher's household.

Subd. 2. Bereavement

In the event of death in the immediate family, up to five (5) days of sick leave may be used for bereavement. For the purposes of this subdivision, "immediate family" is defined as spouse, child, parent, step-child, brother, sister, son-in-law, mother-in-law, father-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent, spouse's grandparent or grandchild, or any member of the teacher's household. Up to one (1) day of sick leave may be used for bereavement in the event of the death of an aunt, uncle, niece, or nephew. The Superintendent has the discretion to extend bereavement leave for the funeral of a person who had a close personal relationship to the teacher, but who was not a member of the teacher's immediate family. The Superintendent's decision is not subject to the grievance procedure and will not be considered as precedent in other cases.

Subd. 3. Medical Certificate

The District may require a medical certificate or other reasonable proof of necessity for the granting of the leave.

Subd. 4. Required Form

Sick leave pay shall be approved only upon submission of a signed request for leave form available at the office. Teachers shall receive a copy of this form for their files within five days of approval or disapproval.

Subd. 5. Sick Leave Bank

(a) Statement of Intent

A sick leave bank shall be established and may only be used by teachers who are physically incapable of performing their duties due to accident, childbearing (up to a maximum of six weeks inclusive of any personal sick leave accrual used), or serious illness after they have used their personally accumulated sick leave. It may not be used for any other type of leave provided for in this Agreement. All deductions from this bank will be made only with the approval of the exclusive representative for sick leave days approved by the District. No teacher shall be allowed to use more than 90 days per year from the sick leave bank during any fiscal year and for no more than two consecutive fiscal years. Before a teacher may access the sick leave bank, he/she shall receive a salary deduction for the first two (2) days. The Superintendent or designee shall have the discretion to grant reimbursement for any salary deduction in cases where the accident or serious illness results in the teacher missing at least 15 consecutive days or an on-going/chronic health condition exists that results in intermittent absences that are directly related to a previously approved sick leave bank request. The Superintendent's decision will not be considered precedent setting in other cases.

(b) Limitation

Following the use of the sick leave bank days after the second consecutive year, the teacher may submit a request to the Superintendent who is authorized to grant the use of additional sick leave bank days. The Superintendent's action will not be subject to the grievance procedure and not considered precedent setting. However, in the case of denial on the part of the Superintendent, the teacher may appeal to the personnel committee of the Board of Education.

(c) Implementation

The sick leave bank shall be maintained in the following manner. Each teacher shall contribute two (2) days from his/her accumulated sick leave. Each new teacher shall contribute one day to the sick leave bank during each of their first two years of employment. A teacher is automatically a member of the sick leave bank.

When the sick leave bank is depleted to 50 days, there will be an automatic two (2) days withdrawn from the accumulated sick leave of all teachers. Should the sick leave bank become depleted, any teacher who does not have sick leave will not be denied access to the sick leave bank and must contribute two days to the bank from the twelve days received the following school year.

(d) Teachers who have exhausted their personal sick leave will earn sick leave for the time they are accessing the sick leave bank. Teachers who have exhausted their personal sick leave as well as ninety (90) days in the sick leave bank, shall no longer be eligible for paid sick leave.

Subd. 6. Pro-rating of Sick Leave

Sick leave, including its accrual, shall be pro-rated for other than continuing contract full time teachers on the basis of the number of days worked relative to the number of days in the school year.

Section 2. Workers' Compensation

Subd. 1. Payment

Upon the request of a teacher who is absent from work as a result of compensable injury incurred in the service of the District under the provisions of the Workers' Compensation Act, the District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the teacher and the teacher's regular rate of pay to the extent of the teacher's earned accrual of sick leave.

Subd. 2. Formula

A deduction shall be made from the teacher's sick leave accrual time according to the pro rata portions of days of sick leave which are used to supplement workers' compensation.

i.e. Fraction of sick leave deducted = Teacher's daily wage - Daily  
per day of absence  $\frac{\text{workers' compensation received by teacher}}{\text{the teacher's daily wage}}$

Subd. 3. Duration

Such payment shall be paid by the District to the teacher only during the period of disability.

Subd. 4. Ceiling

In no event shall the additional compensation paid to the teacher by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the teacher.

Section 3. Absence With Pay

Subd. 1. Personal Leave

A full-time teacher shall access two days per year, to be used for the teacher's personal business, on the following conditions:

- (a) The teacher must give written notice to the Superintendent or designee of his/her intention to take this leave at least three working days prior to the start of the leave except in the case of an emergency. The Superintendent shall determine what constitutes an emergency under this subdivision. The Superintendent's decision will not be considered as precedent in other cases.
- (b) No more than 25 teachers may take leave on any particular day.
- (c) No more than 10% of the teachers, but at least two teachers, in any school building may take this leave on any particular day.
- (d) Leave may be taken in either half-day or full-day increments.
- (e) Up to three days of unused leave may be carried over to future years.
- (f) Teachers who do not use their personal leave will be paid automatically at a rate of \$150.00 for each unused day in excess of the maximum allowable days that may be carried over to future years. In addition, teachers may apply for and receive payment for any additional days of unused personal leave. Payment will be made September 1. Payment will be made in half-day increments.

Subd. 2. Discretionary Personal Leave

A full-time teacher may be granted paid leave at the sole discretion of the Superintendent or his/her designee of no more than one day per year, noncumulative, for the following situations:

- (a) court appearances,
- (b) attendance at a wedding as a member of the wedding party,
- (c) funerals, or
- (d) a meeting for adopting parents with a licensed adoption agency at which attendance is required by the agency.

Subd. 3. Part-Time Teachers

Teachers teaching part-time, but at least half-time, shall be eligible for a partial day of personal leave under Subd. 1, and a partial day of discretionary personal leave under Subd. 2, equivalent to the ratio that their employment bears to full-time employment.

Subd. 4. Request for Discretionary Personal Leave

Requests for discretionary personal leave must be made by submitting a request for leave form to the Superintendent or designee. The request shall state the reason(s) for the proposed leave, and such reason(s) shall be treated as confidential.

Subd. 5. Professional Leave

The Superintendent or designee may authorize professional leave without salary deduction when he/she determines that such leave will enhance the teacher's value to the District,

provided that a substitute teacher, fully qualified and licensed in the subject field or grade, is available.

Subd. 6. Notification

Request for absence with pay shall be submitted to the Superintendent or designee for approval or rejection on the request for leave form. Advance notice of all absences requested under this section must be provided to the Superintendent or designee. Such notice shall be given at least three (3) working days prior to the requested absence. When it is not possible to submit a request for leave form in advance, the teacher shall, upon returning to duty, submit a request for leave form.

Subd. 7. Superintendent's Discretion

The Superintendent may, at his/her discretion, authorize additional days without pay under Subdivisions 2. and 5. of this section. The Superintendent's decision will not be considered as precedent setting in other cases.

Section 4. Medical Leave of Absence

Subd. 1. Request

A continuing contract teacher, upon written request to the Superintendent, shall be granted an unpaid medical leave of absence for the period of time during which that teacher is unable to perform his or her regular duties due to illness or injury. The teacher will, at his or her option and upon written request to the Superintendent within 90 days of the teacher's return to work, be paid full salary for any work days missed during the period of such absence up to the number of sick leave days accumulated by the teacher on the date such leave commences. The number of days of such absence for which the teacher elects to receive salary shall be charged against the number of unused sick leave days with which he or she is so credited.

Subd. 2. Notification

As soon as a teacher knows that he or she will need a medical leave of absence, he or she shall notify the Superintendent in writing of the nature of the disability and the approximate date he or she expects to begin and end the leave. The Superintendent may refuse to grant a medical leave of absence (or withhold from the final paycheck a sum sufficient to cover additional expenses caused by untimely notice) to any teacher who fails to provide timely notice of the need for such leave. Such notice shall be provided within five (5) working days of the time the teacher knows of the need for such leave.

Subd. 3. Statement of Disability

Upon commencing a medical leave of absence, the teacher must sign a written statement indicating that he or she is unable to perform regular duties because of illness or injury, and that as soon as he or she is again able to perform regular duties, he or she intends to return to work. Upon commencing a medical leave of absence, the teacher must also provide a statement signed by a doctor indicating that the teacher is unable to perform regular duties due to illness or injury and the approximate date the doctor believes the teacher should again be able to perform those duties. During the course of a teacher's medical leave of absence the District may request, at reasonable intervals, a similar statement from the teacher's doctor.

Subd. 4. Medical Examination

The District reserves the right to require any teacher on medical leave of absence to be examined by a medical doctor of the District's choosing for the purpose of obtaining that doctor's opinion as to whether the teacher is able or unable to perform his or her regular duties. Such examination shall not be required of any teacher more than once every other month and shall be at the sole cost of the District. The teacher shall be provided with a copy of the doctor's written report. In the event that the examining doctor under this subdivision and the teacher's treating physician disagree on the teacher's ability to perform his or her regular duties, a third medical opinion by a physician mutually acceptable to the teacher and the Superintendent shall be obtained by the parties as soon thereafter as practicable. If the parties fail to agree on a third examining physician within ten (10) calendar days, the two doctors already involved in the evaluation will select the third examining physician. The cost

of obtaining the third opinion shall be split equally between the District and the teacher. The opinion of the majority of the medical doctors will be decisive.

Subd. 5. Failure to Return

In the event that a teacher fails to return to work within three (3) working days after he or she is medically certified to be able to perform his or her teaching duties, the teacher shall be deemed to have resigned his or her teaching position with the District as of the date of his or her failure to return to work. The three (3) working days requirement may be extended upon application to the Superintendent when an extension appears to the Superintendent, upon consideration of surrounding circumstances, to be reasonably necessary to fulfill the purpose of this section.

Subd. 6. Duration

Notwithstanding any of the provisions hereof, the total medical leave provided for in this section shall not exceed a period of twelve months.

Section 5. Childbearing and Childrearing Leave of Absence

Subd. 1. Use

A leave of absence without pay shall be granted to a continuing contract teacher for the purpose of childbearing and/or childrearing on the following conditions:

- (a) A teacher shall be entitled, upon written request, to a leave of absence not to exceed one year's duration, during the period of pregnancy and one year after the child's birthdate. Said teacher shall notify the District in writing at least thirty calendar days prior to the date on which the leave is expected to begin.
- (b) The teacher shall notify the District at least thirty calendar days prior to the date he/she intends to return to active employment from leave. At the end of the thirty day period, said teacher shall be assigned the same position held at the time the leave commenced or, if such position is no longer in existence, to a substantially equivalent one. These reemployment rights shall be afforded to the teacher for one full year from the date of the commencement of the initial leave of absence.
- (c) A teacher who is the father of a newborn child may, upon written request, use up to three (3) days of sick leave. In no case may the teacher access the sick leave bank for this purpose.

Subd. 2. Failure to Return.

A teacher who fails to return following the approved childbearing and childrearing leave of absence shall be deemed to have resigned his or her position with the District as of the date of his or her failure to return to work.

Subd. 3. Both Parents Employed by the District.

In the event that both parents are employees of the District, the leave provided for herein shall not exceed a combined total of twelve (12) months for both parents.

Section 6. Adoption

A teacher adopting a child shall be entitled to a leave of absence without pay for up to six months during the period of time during the adoption proceeding and one year thereafter. A teacher may elect to use up to ten (10) days of accrued sick leave, in addition to any accrued personal and/or special leave, during this absence. In no case may the teacher access the sick leave bank for this purpose.

The leave shall commence after the teacher furnishes the District with a written request for the leave.

In the event that both adoptive parents are employees of the District, the leave provided for herein shall not exceed a combined total of six months for both parents.

The teacher shall notify the District of his or her intent to return to work at least thirty calendar days prior to the date she or he intends to return to active employment from leave. At the end of the thirty day period, said teacher shall be assigned the same position which she or he held at the time the leave commenced or, if such position is no longer in existence, to a substantially equivalent one.

These reemployment rights shall be afforded to the teacher for one full year from the date of commencement of the initial leave of absence.

### Section 7. Special Leave

#### Subd. 1. Accrual

Any teacher who has been continuously employed for a period of five years or more in the District may apply for a special leave of absence. This leave shall be accumulative commencing with the year the teacher started such continuous employment in the District on the basis of one-half day per year of service prior to July 1, 1977, 2/3 day per year of service commencing after June 30, 1977, and one (1) day per year of service commencing after August 23, 1979. The accumulative leave for each teacher as of June 30, 1981, shall be rounded up to the next whole day. This leave may be used in part or total, in full or half-day increments, as desired by the teacher. The teacher must apply in writing to his or her immediate supervisor three (3) working days prior to taking such leave.

#### Subd. 2. Payroll Deduction

A teacher granted special leave will have deducted from his or her salary an amount equal to the prevailing rate of pay for a licensed substitute teacher in the District at the time of the special leave.

#### Subd. 3. Limitation

No more than ten teachers shall be on special leave at any one time.

### Section 8. Professional Improvement Leave

Upon the recommendation of the Superintendent and approval by the School Board, teachers having a continuing contract and who have rendered satisfactory service in this District for not less than seven (7) consecutive years may be granted a leave of absence for study and research for a semester or a full year, subject to the following provisions.

#### Subd. 1. Purpose

Professional improvement leave shall be granted as a privilege to teachers who demonstrate a high degree of promise for the purpose of improving instruction in the District. Any professional improvement leave that is granted must be consistent with this purpose.

#### Subd. 2. Application

Requests for study and research will be submitted to the Superintendent during the month of March for consideration for the following school year, and are subject to the approval of the Superintendent and the School Board. No more than three (3) teachers will be granted professional improvement leave during a single school year.

#### Subd. 3. Benefits

Teachers on professional improvement leave shall not be advanced on the salary schedule and shall not be given credit for future advancement on the schedule for the period of time they are on leave. Insurance benefits provided by this Agreement shall be maintained during said leave.

#### Subd. 4. Sick Leave

Sick leave shall not be earned during the leave. Sick leave accumulated prior to the leave shall be restored at the time of return to work.

#### Subd. 5. Compensation

Compensation for a teacher on professional improvement leave shall be at the rate of 50% of the current teaching salary. This amount will be paid in equal monthly installments during the leave period and will be subject to retirement and tax deductions.

#### Subd. 6. Agreement

A teacher granted a professional improvement leave shall agree, in writing, to return to the District for a period of two years immediately following the leave and shall sign a promissory note in an amount equal to the stipend granted. Upon return to regular employment, the note will be forgiven at a rate of one-half (1/2) of the total amount of the original note per year.

#### Subd. 7. Return to District

The teacher on leave shall indicate his/her intent to return to the District by notifying the Superintendent's office in writing during the month of February of the year of the leave, or the



balance of the salary allowance for the leave of absence shall be canceled, and the teacher shall be liable to the District for any salary received while on professional improvement leave.

Subd. 8. Tuition Reimbursement

Teachers on a professional improvement leave shall not be eligible for tuition reimbursement.

Subd. 9. Income Ceiling

Receipt of a scholarship, fellowship, or other grant is acceptable. However, if the combined income from financial aid and the professional improvement salary exceeds the teaching salary for which the teacher normally would be eligible, the professional improvement salary will be reduced proportionately. An affidavit identifying the amount of any financial aide received must be filed with the Superintendent.

Subd. 10. Interruption of Study

If the approved study is interrupted or canceled through no fault of the teacher, all payments and benefits under this section will cease, and the teacher shall return to work for the District. If the teacher causes the approved study to be interrupted or canceled, all payments and benefits under this section will cease. The teacher shall return to work for the District, and the Superintendent may require the teacher to reimburse the District for payments and benefits received under this section.

Section 9. Exclusive Representative Leave

The District shall grant to the exclusive representative up to twenty (20) days of leave each school year, noncumulative, without salary deduction, to be used to carry out the business of the exclusive representative. The District may grant to the exclusive representative up to fifteen (15) additional days of leave each school year, noncumulative, to be used to carry out business, including mediation, which the District, in its sole discretion, determines will be of benefit to the District. Requests for such leave shall be submitted in writing on the request for leave form to the Superintendent or designee.

Section 10. Extended Leave of Absence

The Superintendent or designee may grant an extended leave of absence to a teacher for any reason which the Superintendent, in his/her sole discretion, believes will not adversely affect the best interests of the District.

Subd. 1.

The following provisions shall apply in those instances when teachers request an extended leave of absence:

- (1) The leave of absence is for an entire academic year and shall be without salary or fringe benefits. The teacher shall have the option to continue insurance benefits through the District at his/her own expense.
- (2) The number of leaves granted under this section shall not exceed three teachers per year.
- (3) Applicants have been continuously employed as a teacher for the last seven years.
- (4) A written request for leave is received by the Superintendent or designee prior to March 1 of the school year preceding the school year for which the leave is requested. The Superintendent may waive the March 1 deadline. His/her action is not considered precedent setting. Such request shall (a) state the reason(s) for the request, (b) outline the teacher's plans for the period of absence, (c) indicate how the granting of such leave will meet the requirements of paragraph 1 of this regulation, (d) indicate an address where the teacher can be reached during the period of absence, and (e) state that the teacher agrees to notify the Superintendent or designee in writing prior to February 1 during the year of the leave whether the teacher intends to return to duty at the end of the leave.

Section 11. Other Absence

All absence other than that provided for under the prior sections of this article may be granted with deduction of salary, pro-rated to the length of the absence in units of one-half day minimum provided:

Subd. 1.

A request for leave form shall be submitted in advance.

Subd. 2.

The amount of the leave requested does not exceed fifteen (15) duty days.

Subd. 3.

A substitute teacher, fully qualified and licensed in the subject field or grade, is available.

Subd. 4.

The application is approved in advance by the Superintendent or designee.

Subd. 5.

In situations when an emergency exists and the School Board, in its sole discretion, determines that it is appropriate, the School Board may extend the leave provided for by this section beyond the fifteen (15) day limitation.

Section 12. Notice

All requested leaves other than sick leave shall be acted upon and a signed copy indicating District approval or disapproval returned to the teacher before commencement of the leave.

Section 13. Exceptions

Leaves granted under Sections 3., 7., and 9. of this article shall not be granted on days of pre-school workshops, parent/teacher conferences, and on the first and last student contact days of school.

ARTICLE IX

SEVERANCE PAY

Section 1. Eligibility

Teachers employed on January 1, 1999, or thereafter will be eligible to participate in Subd. 3 only. Teachers employed prior to January 1, 1999, will have a one-time, irrevocable election to select a retirement incentive plan. This election must be made within three weeks of final ratification of 1999-2001 contract in writing. Failure to make a written election will automatically designate Subd. 3. for the teacher.

Subd. 1. Unused Sick Leave Pay

Any teacher who has fifteen (15) years or more of contracted teaching service shall be entitled to payment of unused sick leave upon resignation or retirement as follows:

<u>YEARS OR SERVICE</u>	<u>MAXIMUM DAYS PAID</u>	<u>PAY PER DAY</u>
15 years of service	100 days at	\$165.00 per day,
16 years of service	100 days at	176.00 per day,
17 years of service	100 days at	187.00 per day,
18 years of service	100 days at	198.00 per day,
19 years of service	100 days at	209.00 per day,
20 years of service	100 days at	220.00 per day,
21 years of service	100 days at	231.00 per day,
22 years of service	100 days at	242.00 per day,
23 years of service	100 days at	253.00 per day,
24 years of service	100 days at	264.00 per day,
25 years of service	100 days at	275.00 per day,
26 years of service	100 days at	286.00 per day,
27 years of service	100 days at	297.00 per day,
28 years of service	100 days at	308.00 per day,
29 years of service	100 days at	319.00 per day,
30 years of service	100 days at	350.00 per day.
30 years and above capped at 30 year amount		

The above schedule applies to full-time teachers; for part-time teachers, the pay shall be on a pro-rata basis. Payment shall be made in one sum upon separation from the District added to the teacher's final regular payroll check. The teacher shall be responsible for payment of all Federal and State taxes as they may become due according to the Internal Revenue Code. In case of death, the payment shall be made to the teacher's designated beneficiary within sixty (60) days after the District's receipt of a certified copy of the teacher's death certificate. A teacher who has received this pay and is rehired does not qualify for additional pay. To be eligible for payment a teacher must apply to the School Board by March 15 of the year of resignation or retirement. A teacher who has missed this deadline may apply for this pay to the Superintendent stating his or her reason why the deadline was missed. The Superintendent's response is not subject to the grievance procedure or considered precedent setting.

Subd. 2. Deferred Medical Insurance Benefit

Any teacher who has fifteen (15) years or more of contracted teacher service shall be entitled to retirement incentive benefits upon resignation or retirement. For full-time teachers such benefit shall equal the number of years of contracted teaching service in the District multiplied by \$1,100.00 per year, provided, however, that teachers who have thirty (30) or more years of contracted teaching service in the District shall be entitled to thirty-five thousand dollar (\$35,000) benefit upon resignation or retirement. For part-time teachers, the benefit shall be on a pro-rata basis. Payment of this benefit will be in the form of medical insurance premiums under the then existing medical insurance offering, provided the premiums would otherwise be non-taxable benefits under the Internal Revenue Service Code. Teachers must be participating in the individual options that will be paid by this benefit prior to retirement or resignation. Premiums for this coverage will be paid up to the amount of benefit earned for the period from retirement or resignation. In case of death, the benefit shall continue as a benefit to that teacher's spouse, provided that the spouse otherwise qualifies as a participant in the District's group health insurance plan. The retired teacher must have had dependent/family coverage at the time of death. Under no circumstances will the spouse of a deceased teacher be allowed to use this benefit for more years than the amount of benefit remaining at the time of death.

Subd. 3. Matching Plan

A teacher who has one (1) year or more of contracted teaching service in the District shall be entitled to participate in a **plan established under 403(b) of the Internal Revenue Code, Minnesota Statutes §352.965 (Minnesota Deferred Compensation Plan), and school district policy in accordance with Minnesota Statute §356.24.**

After the initial election of this option and notification of amount, such participation shall continue from year to year at the specified amount unless the teacher notifies the District in writing by August 1 in the format prescribed by the District. The amounts of contributions matched by the District for full-time teachers are limited by the following:

YEARS OF SERVICE:	MAXIMUM AMOUNT MATCHED:
2 through 7	\$1,000.00,
8 and above	\$2,000.00

Under no circumstances will the lifetime match for any one teacher exceed \$35,000.00. Part-time teachers will have the amounts above pro-rated.

Section 2. Election

Teachers who elect, as their one-time election, Subd. 1. or Subd. 2. may also elect to participate under Subd. 3. Matching contributions made by the District to teachers electing to utilize this

provision shall reduce the maximum benefits allowable under the other election(s) in an equal amount of the matching contribution.

Eligible teachers who elect Subd. 1 as their one time election and also participate under Subd. 3 will have their unused sick leave pay benefit calculated as the number of unused sick leave (up to the 100 day maximum) multiplied by the applicable daily rate minus the matching contribution made by the District under Subd. 3. *Example: A teacher is retiring under Subd. 1, has 25 years of service, has 93 days of unused sick leave at retirement, and the District has contributed \$6,500 to his/her 403(b): \$25,575 (Unused Sick Leave Pay) - \$6,500 (403(b) matching contribution) = \$19,075 payable at retirement.*

## ARTICLE X

### LENGTH OF SCHOOL YEAR

#### Section 1. School Calendar

The School Board shall, prior to April 1, establish the calendar and teacher duty days for the coming school year. The length of the school year shall consist of **183** days; including: student days, workshop days, orientations, conferences, and/or in-service training days as determined by the School Board. The teachers shall perform services on those days as determined by the School Board, including those legal holidays in which the School Board is authorized to conduct school. Before presenting a proposed calendar to the School Board for action, the District shall meet and confer with the exclusive representative on the calendar.

#### Section 2. Emergency Closing

In the event of a student day or teacher duty day lost for any emergency, the teacher shall perform duties on that day in lieu thereof as the District shall determine.

## ARTICLE XI

### GENERAL MATTERS

#### Section 1. Teacher Assignment

All teachers shall be assigned to teach subjects or courses and perform services only in areas for which they are properly licensed. During the summer recess, all teachers will be given prompt written notice of any significant changes in their schedules, and he or she shall be consulted about the nature of the changes.

##### Subd. 1. Teachers License

Teachers must continue to hold the license for which they were employed unless they have taught in another area for five (5) years. Failure to do so will result in termination as an employee of the District. The Superintendent may waive this subdivision, and his/her action is not precedent setting.

#### Section 2. Teacher Transfers

##### Subd. 1.

There are situations where an involuntary transfer is in the best interest of the staff members as well as the District. The involuntary transfer procedure will be as follows:

- (a) The Superintendent or designee, after consultation with the principal, will send a letter to the staff member outlining the reasons why a transfer is suggested.
- (b) A meeting will be held where the principal and/or the Superintendent will consult with the staff member. The staff member will have a fellow teacher present unless he/she waives that right in writing.
- (c) A decision will be made by the Superintendent, after hearing all the facts.

Subd. 2.

In general, involuntary transfers will be decided by the last day of school as indicated by the adopted school calendar for the coming year. Unless it is a critical situation, involuntary transfers will not take place during the middle of the year. Effort will be made to help the staff member succeed in the new position.

Subd. 3.

The District will post notices of all teaching vacancies in each school building at the same time that such notices are distributed to the media and to teacher placement institutions. The notice will be posted on designated bulletin boards. The District must immediately post notices of all teaching and coaching vacancies on the first class e-mail.

Section 3. Job Description

The District and the exclusive representative agree that each teacher is hired by the District with the primary responsibility of teaching, and teacher time and energy shall be employed mainly to that end.

Section 4. School Day

Subd. 1. Length of School Day

Ordinarily, the length of the school day will be 7 1/3 hours or 440 minutes per day, or if using varied days, 36 2/3 hours per week, exclusive of a duty-free lunch. Each building may set its start and end times as necessary for its schedules and transportation needs.

Subd. 2. Lunch Periods

Each teacher shall be provided with a duty-free lunch period of at least twenty-five minutes scheduled in accordance with procedures established by the building principal.

Section 5. Student Discipline

Subd. 1. Statement

A written statement by the School Board governing use of corporal punishment of students will be provided to all teachers prior to the first day of each school year.

Subd. 2. Use of Force

A teacher may use force as is necessary to protect themselves or to prevent injury to a student or staff.

Subd. 3. Legal Counsel

Upon written request of the teacher involved, the District shall provide legal counsel for any teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of such teacher with the District. The choice of such legal counsel shall be made only after consultation with the teacher. Provision of counsel under this policy shall not be construed to render the District liable for its torts, except as otherwise provided by law, or for reimbursement of costs of counsel provided to the teacher pursuant to the contract obligation of another or otherwise than under this policy; or for payment of any judgments or any other costs or disbursements in connection therewith where the judgment, cost or disbursement is against the teacher and not against the District.

Subd. 4. Building Rules and Procedures

The District shall develop, with input from the exclusive representative, rules and procedures governing student conduct and discipline. A complete copy shall be provided to each teacher and shall also be posted in a prominent place in each building.

Section 6. Preparation Time

Preparation time will be used for responsibilities related to teaching such as class preparations or student, parent, and administrative conferences.

Subd. 1. Full-Time Teachers

The School Board recognizes the desirability of equalizing the amount of instructional preparation time available to teachers during the pupil contact day and of equalizing the impact of classroom teaching loads. Preparation time will be 60 minutes. Such time may be

divided into no more than two (2) segments per day. No one segment may be shorter than 20 minutes.

Subd. 2. Classroom Instructional Time

The classroom instructional duty time for a teacher, exclusive of preparation time, lunch, and passing time will be 300 minutes per day or 1500 minutes per week. During the remaining teacher time, the teacher shall be in the school and available to his or her students for student requested assistance.

Subd. 3. Part-Time Teachers

A part-time teacher shall receive pro-rata preparation time. Part-time teachers will not be assigned extra duties.

Subd. 4. Exceptions

Significant exceptions to these standards shall be subject to mutual Agreement of the parties. The parties agree to extend the existing schedule Memorandums of Understanding for Lumberjack High School, ECFE, ESCE, ABE, Early Intervention, Family Learning, Early Success, AEC, and First City School for the term of this Agreement.

Section 7. Overload Assignments

Subd. 1.

Teachers asked to teach an overload assignment; which is a teaching assignment in excess of 300 instructional minutes per day or 1,500 instruction minutes per week; will be paid additional pro-rata compensation for each day of the overload assignment. The pro-rata formula will be determined as follows:

$$[\text{Instructional minutes} + ((\text{instructional minutes}/300)*60)]/360$$

Subd. 2.

Compensation for overload assignments will be paid for each student day and/or conferences which occur during the period of the overload assignment. Overload compensation will not be paid for days of staff development or on days when school is cancelled in accordance with the Emergency Conditions Policy.

Section 8. Communication

The School Board encourages the free exchange of ideas concerning matters of mutual concern between the exclusive representative and the School Board through the meet and confer sessions. Upon the written request of either party, the District will call a meeting within ten (10) days of said request for the purpose of discussing these areas which either side places on the agenda. Specific information necessary for discussion of the items on the agenda will be made available by both parties upon request. Upon request of the exclusive representative, areas which have been discussed in a meet and confer session shall be placed on the agenda of the next regularly scheduled School Board meeting, provided that the request is made in writing prior to the setting of the agenda.

Section 9. Mainstreaming

Subd. 1. Assignment

- (a) Before assigning a student with a disability to a teacher, the District shall carefully consider the existing work load of the teacher.
- (b) Teachers to whom a student with a disability is assigned shall receive from their immediate supervisor or designee a copy of that student's individual education program (IEP) prior to placement of the student into the teacher's classroom.
- (c) A teacher who believes that a student with a disability has been inappropriately placed into the teacher's classroom shall have the right to request a meeting with his or her immediate supervisor for the purpose of discussing reconsideration of the student's placement. Such meeting shall be scheduled within ten (10) working days of receipt of the teacher's request. Such request shall be in writing and shall contain reasons for the teacher's belief that the student has been inappropriately placed.

### Subd. 2. Conferences

If a teacher is required to participate in a conference in which the individualized education program (IEP) for a student with a disability is developed, reviewed or evaluated, or to participate in any meeting necessitated by the provisions of Minnesota Statutes 120.17 or Federal Statute (IDEA), such conference or meeting shall be scheduled during the teacher work day, if possible. If a teacher is required to participate in a conference or meeting outside of the teacher's work day, the teacher shall be compensated at the rate of \$21.00 per hour.

### Section 10. Substitutes

Any time teachers are directed by their supervising principal to teach and/or supervise the class of another teacher at the same time they have a class of their own, or when a teacher is directed to assume another teacher's class responsibility during normally unscheduled time, the teacher shall be compensated at a rate of \$25.00 per hour.

### Section 11. Evaluation

The primary objective of teacher evaluation shall be the improvement of instruction. Any evaluation process affecting teachers will be the subject of a prior meet and confer session with the exclusive representative before implementation.

### Section 12. Conditions for Rehiring Retired Teachers

The conditions for rehiring retired teachers are as follows:

1. This plan applies to rehiring teachers retired from the District.
2. Any rehired teacher formerly employed by the District will be covered by the current Agreement and will receive compensation by being placed on the salary index at the same step and lane as when he/she retired.
3. The District will post all vacant positions and attempt to find a replacement before offering the position to a retired District teacher.

### Section 13. Certificate of Clinical Competence

Speech/Language Pathologists who are required to hold a Certificate of Clinical Competence that enables the District to generate revenue for third-party billing shall be reimbursed up to \$225 per year for the applicable certification fee/annual dues. The Certificate of Clinical Competence is beyond the licensure requirements to perform their teaching duties.

Speech/Language Pathologists hired after ratification of this agreement and required to hold said certificate must have the Certificate of Clinical Competence within three (3) years of their date of employment in order to retain their teaching position in the District.

## ARTICLE XII

### UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

#### Section 1. Placement

Pursuant to this article the School Board may place a teacher on unrequested leave of absence because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

#### Section 2. Definitions

##### Subd. 1. Scope

For the purpose of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 2. Teacher

"Teacher" means a member of the appropriate unit as defined in this Agreement.

Subd. 3. Qualified

"Qualified" means a teacher who is licensed in the subject matter and has taught such subject matter in the last eight (8) years in the District.

Subd. 4. Seniority

"Seniority" means the number of years of continuous service in the District. Teachers teaching less than a full contract day or year shall earn seniority equivalent to the ratio that their employment bears to full-time teachers. Teachers on authorized leave of absence shall continue to accrue seniority. A probationary teacher shall not have the protection of this unrequested leave article.

Section 3. Unrequested Leaves of Absence

Subd. 1. Length

The District may place a teacher on unrequested leave of absence without pay or fringe benefits for a period not to exceed five (5) years.

Subd. 2. Notice

Teachers to be placed on unrequested leave of absence shall be entitled to the notice and hearing rights specified in M.S. 122A.40.

Subd. 3. Seniority

Teachers placed on unrequested leave shall be laid-off in reverse order of seniority in the subject matter in which they have taught. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same subject matter for which the teacher is certified and qualified.

Subd. 4. Additional Seniority Criteria

If there is a reduction that affects teachers with identical seniority, then the teacher or teachers to be placed on unrequested leave shall be those with fewer total years of actual full-time teaching in public schools. If after the application of the above criteria there is still a tie, the teacher or teachers to be placed on unrequested leave shall be determined by 1) the date of issue of the original teaching license in Minnesota; then, 2) the date of application for the original teaching license; and then, (3) by lot. Those teachers having received their certificate first shall be the last laid off.

Subd. 5. Recall

Any teacher placed on such leave may engage in teaching or any other occupation during such period and such leave will not result in a loss of credit for years of service in the District prior to the commencement of such leave if said teacher is recalled. Upon recall, the teacher shall be credited with all incidents of employment that he or she had earned prior to the taking of leave.

Section 4. Reinstatement

Subd. 1. Order

- No new teachers shall be employed by the District while any qualified teacher is on unrequested leave of absence. Teachers placed on unrequested leave of absence shall be reinstated to available positions in the District if such positions become available. The order of reinstatement shall be in inverse order in which the teachers were placed on unrequested leave.

Subd. 2. Notice

When placed on unrequested leave, a teacher shall file his or her name and address with the District's human resources office to which any notice of possible reinstatement to available positions shall be mailed. Proof of service by the person in the District depositing such notice to the teacher by registered mail to the teacher's last known address shall be sufficient, and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or address change. Failure of a notice to reach a teacher shall not be the responsibility of the District if any notice has been mailed as provided herein.



Subd. 3. Acceptance

If a position becomes available for a qualified teacher on unrequested leave, the District shall mail the notice of vacancy to such teacher as provided above. The teacher shall have fifteen (15) days after receipt of said notice to accept reemployment. The District shall be free to fill any position on a temporary basis pending completion of the recall procedure. A teacher who fails to give notice within the fifteen (15) day period shall, as provided above, have no claim to the vacant position involved but shall retain his/her position on any applicable seniority list. However, if notice of an available position is given to any teacher on or after July 15 of any year, such teacher shall have the right to defer the effective date of return to actual service until the beginning of the next succeeding year if he/she is employed by another School District.

Subd. 4. Limitation

Reinstatement rights shall automatically cease five (5) years from the date of unrequested leave, and no further rights to reinstatement or other benefits under this Agreement shall exist.

Section 5. Establishment of a Seniority List

Subd. 1. Posting

Each year, prior to December 30, the District shall establish a seniority list by name, licensure areas, amount of seniority, total teaching years in the District, and total years of public school teaching experience and shall thereupon post such list in an official place in each school building of the District with a copy to the president of the exclusive representative.

Subd. 2. Disagreement

Any teacher whose name appears on the seniority list and who disagrees with the finding of the District in the order of seniority given shall have twenty (20) days from the date of posting to request a seniority change. Such request shall be made in writing to the Superintendent, and shall contain proper documentation. Failure to request a change within the twenty (20) days shall waive a teacher's right to have the seniority list changed, and that list shall govern any placement on unrequested leave of absence during that school year.

Section 6. Effect

This article shall be effective at the beginning of this Agreement and shall govern all unrequested leaves until a new Agreement is officially signed and ratified.

Section 7. Exercise of Seniority

In no event shall a teacher be allowed to exercise seniority over an administrator. In no event shall a non-teacher or administrator be able to exercise seniority over a teacher.

Section 8. Continued Insurance

Teachers who are placed on unrequested leave shall be eligible to remain in the existing group health and hospitalization insurance program if permitted by law and the terms of the insurance program. Such eligibility shall continue for five years after placement on unrequested leave of absence or until the teacher has employment elsewhere, whichever comes first. To qualify for and to maintain this eligibility, the teacher must notify the District in writing and must pay the full premiums in advance installments.

ARTICLE XIII

GRIEVANCES

Section 1. Grievance Procedures

The parties hereto shall be subject to the grievance procedures attached to this Agreement as Appendix C.

Section 2. Action Disciplining a Teacher

An action disciplining a teacher shall be subject to the grievance procedure.

ARTICLE XIV

STATUS OF SALARY SCHEDULES

Section 1. Salary Schedules

Appendix A, attached hereto, shall be part of this Agreement effective the first day of the adopted school calendar for each school year as indicated in said appendix.

Section 2. Status of Salary Schedules

Salary schedules are not to be construed as part of a teacher's continuing contract.

Subd. 1. Initial Step Placements

The School Board, through the Superintendent, shall evaluate the previous experience of newly hired teachers and shall determine at which step they are placed.

Subd. 2. Initial Lane Placement

In determining an applicant's initial placement on a salary lane, the School Board shall give credit for the following:

- (1) All credits beyond the bachelor's degree and prior to the master's degree either a) in a college approved program leading to a master's degree in the teacher's teaching field, or b) in the teacher's teaching field and approved in writing by the Superintendent or designee.
- (2) A master's degree in the teacher's teaching field.
- (3) Credits approved by the Superintendent that are beyond the master's degree and are in the teacher's teaching field.
- (4) No credits will be used for initial lane placement that were taken to fulfill the requirements for the teacher's licensure unless they have been approved in writing by the Superintendent or designee. Any action taken by the Superintendent will not be considered precedent setting.

Subd. 3. Military Service

Teachers called into military service while under an individual employment contract with the District will be given credit on the salary schedule for satisfactory military service when they resume their duties with the District.

Subd. 4. Returning Teachers

Teachers returning to the District following an approved leave of absence for study, leading to an advanced degree, will be allowed credit on the salary schedule for their period of absence. The provisions of this subdivision shall not be applicable to professional improvement leave.

Subd. 5. Advancement on the Salary Schedule

Advancement to a higher lane on the salary schedule may occur three times yearly as follows:

- (a) at the regular October meeting of the School Board, for all credits earned prior to the start of the school year; and
- (b) at the regular February meeting of the School Board, for all credits earned prior to January 15,
- (c) at the regular July meeting of the School Board, for all credits earned prior to July 1,

To be considered for advancement the teacher must submit a REQUEST FOR SALARY LANE ADVANCEMENT form to the Superintendent or designee and furnish him/her with an official transcript from the college or university indicating that the final grades and credits have been recorded and, in the case of a degree, that all requirements have been completed. Such form must be submitted prior to October 1, January 15, or July 1 respectively. Advancements granted by the School Board shall be retroactive to the beginning of the school year or January 15 or July 1 respectively.

#### Subd. 6 Salary Schedule Steps

- (a) Notwithstanding the provisions of Subdivision 6(b) below, a teacher who commences full-time employment for the District on or after February 1 in any school year and is placed on a salary level shall remain on that same salary level the following school year. A teacher who commences full-time employment for the District prior to February 1 in any school year and is placed on a salary level shall be eligible for placement on the next highest salary level the following year.
- (b) Part-time teachers shall earn credit toward the next higher salary level on a pro-rata basis. Movement to the next higher salary level shall occur at the beginning of the school year in which the teacher's earned credit reaches and/or surpasses the next whole-number increment.

### Section 3. Salaries

#### Subd. 1. Bachelor's Degree

A bachelor's degree must be from a college accredited by the North Central Association or a comparable regional accrediting association.

#### Subd. 2. Additional Credits Beyond the Bachelor's Degree and Prior to the Master's Degree

For all such lanes, credits applied to salary lane advancement must be from a college or university awarding a baccalaureate degree accredited by the North Central Association or a comparable regional accrediting association, must be earned after the completion of course requirements leading to a Bachelor's Degree, and must be in excess of the requirements for the degree. In order to qualify, credits earned after September 1, 1989, must be in a college-approved program leading to a master's degree in the teacher's teaching field and must be approved in advance by the Superintendent. The Superintendent may waive the requirement that credits earned be in the teacher's teaching field when such is judged to be in the best interest of the District; e.g. administrative. Such an exception is made on an individual basis and is not considered precedent setting.

#### Subd. 3a. Master's Equivalency for Bachelor's Degree Plus 40 Semester Hour Credit - Limited to Elementary Teachers

Elementary teachers may qualify for placement on the master's degree salary schedule upon presentation of written certification from a college awarding a baccalaureate degree accredited by the association(s) named above certifying completion of 40 semester hours of credit earned after the completion of course requirements leading to a bachelor's degree and in excess of requirements for the degree. In order to qualify, credits earned after September 1, 1989, must be in the teacher's teaching field and approved in writing and in advance by the Superintendent. No elementary teachers may qualify for this placement unless they are at least at the BA+15 lane on September 1, 1991, and they have notified the District in writing prior to December 1, 1991, that they intend to utilize this subdivision.

#### Subd. 3b. Bachelor's Degree Plus 40 Semester Hour Credits

Teachers may qualify for placement on the bachelor's degree plus 40 semester hour credits salary schedule upon presentation of written certification from a college awarding a baccalaureate degree accredited by the association(s) named above certifying completion of 40 semester hours of credit earned after the completion of course requirements leading to a bachelor's degree and in excess of requirements for the degree. Credits earned between July 1, 1991, and January 1, 1994, do not qualify a teacher for advancement under this subdivision. In order to qualify, credits earned after September 1, 1989, must be in the teacher's teaching field and approved in writing and in advance by the Superintendent. The definition of a "Teacher," includes school nurses and occupational therapists.

#### Subd. 4. Master's Degree

A master's degree shall be from a college accredited by the North Central Association or a comparable regional accrediting association. For teachers to qualify for the master's degree schedule, the degree must be in the teacher's teaching field or in an area approved in writing and in advance by the Superintendent.

- (a) When reviewing the master's degree program for approval, the District will have the right to require that at least one-half of the course credits are in the teacher's teaching

field and the remaining course credits may be in general or foundation type classes. "In the teacher's teaching field" refers to the current assignment a teacher has. e.g. English, math, guidance. The Superintendent may grant an exception to the teacher's teaching field when such is judged to be in the best interest of the District. e.g. administrative. Such an exception is made on an individual basis and is not considered precedent setting.

(b) Credit Approval Process

- (1) Credit approval or denial is a responsibility of the Superintendent or his/her designee.
- (2) All credits must be approved in writing prior to the first class meeting. When a master's degree plan is approved in writing in advance, courses will not need pre-approval prior to the first class meeting.
- (3) After the first class meeting, credit approval or denial is determined by the Superintendent or designee. If granted, the credits cannot be used for a lane change until nine months following the date of application.
- (4) Approval of credits will not be granted for any classes when the application is made more than two years following the first class meeting.
- (5) When a university accepts a course substitution in a pre-approved master's degree program, the District will allow the substitution without further approval unless the substitution of courses affects one half of the credits in the teacher's teaching field. An amended copy of the master's degree plan must be filed in the District office.

Subd. 5. Additional Credits Beyond the Master's Degree

For all lanes beyond the master's lane, credits applied to salary lane advancement must be from a college or university awarding a master's degree and accredited by the North Central Association or comparable regional accrediting association and must be earned after completion of course requirements for that degree. In order to qualify, credits must be in the teacher's teaching field, and must be individually approved in writing in advance by the Superintendent or designee. The Superintendent may waive the requirement that credits earned be in the teaching field when, in his/her judgment, such study will enhance the teacher's value to the District as a classroom teacher.

Subd. 6. Movement on the Salary Schedule - School Nurse and Occupational Therapist

These two positions are authorized to move on the salary schedule by using clock hours according to the following:

- (a) Seventeen (17) clock hours of class time equals one semester hour. A clock hour equals one hour of class time in a class. Class must be conducted by an organization devoted to medical care and training.
- (b) No clock hours older than five years can be used.
- (c) There can be no movement beyond the BA+40 lane.
- (d) All records must come from the granting organization on official letterhead stationery, signed by the teacher who provided the clock hours.
- (e) All clock hours must be in the fields of nursing (for the school nurse) and occupational therapy (for the occupational therapist).

Section 4. Department Chairperson - Grade Level Coordinator

The District, in its discretion, may designate department chairpersons or grade level coordinators. The following criteria will apply:

Subd. 1. Selection

The designation of the chairperson or coordinator is at the discretion of the Superintendent or his/her designee.

Subd. 2. Duties

Chairpersons and coordinators shall perform those duties outlined in their job descriptions.

Subd. 3. Assignment

The assignment of a teacher to the position of chairperson or coordinator is not a part of that teacher's continuing contract.

Subd. 4. Classification

Chairpersons and coordinators shall not be considered supervisory employees as defined in P.E.L.R.A. Their duties shall not be changed to classify them as supervisory employees.

Subd. 5. Term

The term of a chairperson or coordinator shall be for one school year.

Subd. 6. Release Time

The Superintendent or his/her designee may authorize up to five days of release time per year, non-cumulative, for purposes of performing the duties of chairperson or coordinator.

Subd. 7. Compensation

If the District designates chairpersons and/or coordinators, it shall allocate \$10,000 annually to be distributed among the chairpersons and coordinators designated for that year in such amount to each person as the Superintendent shall determine.

Subd. 8. Discretion

Nothing in this section shall be construed as compelling the District to appoint or maintain a chairperson for any department or a coordinator for any grade level.

ARTICLE XV

EXTRA DUTIES

Section 1. Co-curricular

Appendix B, attached hereto shall be a part of this Agreement effective the first day of the school years **2013-2014 and 2014-2015**. The wages and salaries reflected in Appendix B are not a part of the teacher's continuing contract.

Section 2. Extra Teaching Duty Days

Teachers may be assigned to extra teaching duties outside the regular school calendar found in ARTICLE X, Section 1, under the following conditions:

1. Teachers shall be paid a salary for part-time teaching that is pro-rated to their continuing contract salary using 7 1/3 hours as the divisor.
2. The District will determine the number and length of these extra assignments and will offer the assignments to teachers by May 1 of each year.
3. A teacher may refuse to accept assignments to these extra teaching duties within ten (10) days of being offered the assignment.
4. The District will give preference for these assignments to the teachers who taught the assignments in the prior year if the evaluation indicates that the teacher has exhibited successful teaching.
5. While performing these extra teaching duties, a teacher is entitled to use leave time accrued by the teacher during the regular school calendar days. There are no other benefits for extra teaching duty days.
6. All contract salaries will be based on the salary in the contract for the preceding school year.

## ARTICLE XVI

### MAINTENANCE OF STANDARDS

#### Section 1. Individual Contract

Any individual employment agreement between the School Board and individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual employment agreement hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements. If an individual employment agreement contains any language inconsistent with this Agreement, this Agreement shall be controlling. The School Board shall not solicit execution of any individual employment agreement at such time or in such manner as shall constitute an unfair labor practice under P.E.L.R.A. Individual employment agreements shall be issued to all teachers in accordance with P.E.L.R.A.

#### Section 2. Letters of Assignment

Letters of assignment issued by the District shall be given to the teachers not later than 10 working days prior to the last day on which a teacher may resign in accordance with Minnesota Statutes.

## ARTICLE XVII

### NEGOTIATIONS

#### Section 1. Timing

No more than 120 days prior to the expiration of this Agreement, the District and exclusive representative shall initiate negotiations for the purpose of entering into a successor Agreement for the succeeding two (2) year period provided that if the existing exclusive representative is not then the exclusive bargaining agent of the teachers, then, in the absence of a lawful order to the contrary, negotiations shall thereupon be undertaken between the District and the duly authorized, exclusive bargaining agent.

#### Section 2. Authority

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The School Board and exclusive representative mutually pledge that their representatives will have all necessary power and authority to make proposals and make tentative agreements in the course of negotiations.

#### Section 3. Final Agreement

There shall be three signed copies of the final Agreement for the purposes of record; one retained by the School Board, one by the exclusive representative, and one by the Superintendent.

#### Section 4. No Reprisal

The District agrees that no reprisal, punishment, or action in violation of these agreed upon terms and conditions of employment will be taken against a teacher because of a teacher's lawful participation in a teachers' strike, and the District further agrees that there shall be no difference in the privileges of employment accorded a teacher participating in this strike than there would have been if the teacher had not participated.

## ARTICLE XVIII

### DURATION

#### Section 1. Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing on July 1, **2013**, through June 30, **2015**, and thereafter until modifications are made pursuant to the P.E.L.R.A. If

either party desires to modify or amend this Agreement commencing on July 1, **2015**, it shall give written notice of intent no later than May 1, **2015**.

Section 2. Effect

This Agreement constitutes the full and complete Agreement between the District and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality

Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability

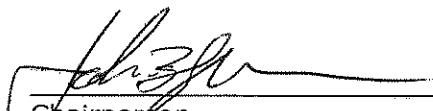
The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provisions under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

BEMIDJI EDUCATION ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO. 31

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Chief Teacher Negotiator

  
\_\_\_\_\_  
Chief School Board Negotiator

Dated: 09/17/2013

**SALARY SCHEDULE 2013-2014 SCHOOL YEAR**

	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20
0	\$33,402	\$34,374	\$35,668	\$36,962	\$37,536	\$38,254	\$39,872	\$41,490
1	\$34,472	\$35,569	\$36,992	\$38,449	\$39,220	\$39,937	\$41,749	\$43,591
2	\$35,539	\$36,768	\$38,320	\$39,937	\$40,900	\$41,619	\$43,624	\$45,692
3	\$36,606	\$37,964	\$39,647	\$41,423	\$42,581	\$43,301	\$45,501	\$47,796
4	\$37,672	\$39,160	\$40,972	\$42,913	\$44,263	\$44,982	\$47,374	\$49,896
5	\$38,740	\$40,358	\$42,297	\$44,400	\$45,944	\$46,665	\$49,250	\$52,000
6	\$39,807	\$41,554	\$43,624	\$45,888	\$47,627	\$48,346	\$51,126	\$54,101
7	\$40,875	\$42,750	\$44,950	\$47,374	\$49,308	\$50,027	\$53,002	\$56,203
8	\$41,942	\$43,947	\$46,275	\$48,862	\$50,989	\$51,709	\$54,878	\$58,307
9	\$43,011	\$45,144	\$47,603	\$50,352	\$52,672	\$53,392	\$56,755	\$60,408
10	\$44,076	\$46,340	\$48,927	\$51,837	\$54,355	\$55,074	\$58,629	\$62,510
11	\$45,046	\$47,213	\$50,253	\$53,328	\$56,036	\$56,755	\$60,506	\$64,611
12	\$46,340	\$48,927	\$51,837	\$55,074	\$57,911	\$58,629	\$62,510	\$66,715

REFLECTS AN INCREASE OF 0.75%

**SALARY SCHEDULE 2014-2015 SCHOOL YEAR**

	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20
0	\$34,605	\$35,611	\$36,952	\$38,292	\$38,887	\$39,631	\$41,307	\$42,983
1	\$35,713	\$36,850	\$38,324	\$39,833	\$40,632	\$41,374	\$43,252	\$45,160
2	\$36,818	\$38,092	\$39,700	\$41,374	\$42,372	\$43,117	\$45,194	\$47,337
3	\$37,924	\$39,331	\$41,074	\$42,915	\$44,114	\$44,859	\$47,139	\$49,517
4	\$39,028	\$40,569	\$42,447	\$44,458	\$45,856	\$46,601	\$49,080	\$51,693
5	\$40,135	\$41,810	\$43,820	\$45,998	\$47,598	\$48,344	\$51,023	\$53,872
6	\$41,240	\$43,050	\$45,194	\$47,539	\$49,341	\$50,086	\$52,967	\$56,049
7	\$42,347	\$44,289	\$46,568	\$49,080	\$51,083	\$51,828	\$54,910	\$58,227
8	\$43,452	\$45,529	\$47,941	\$50,621	\$52,825	\$53,570	\$56,854	\$60,406
9	\$44,559	\$46,769	\$49,317	\$52,164	\$54,568	\$55,315	\$58,798	\$62,583
10	\$45,663	\$48,009	\$50,689	\$53,703	\$56,311	\$57,056	\$60,739	\$64,761
11	\$46,667	\$48,912	\$52,062	\$55,247	\$58,053	\$58,798	\$62,684	\$66,938
12	\$48,009	\$50,689	\$53,703	\$57,056	\$59,996	\$60,739	\$64,761	\$69,117

REFLECTS AN INCREASE OF 3.6%



EXTRA-CURRICULAR SALARY GUIDE FOR 2013-2014

	A	B	C	D	E	F	G	H	I	J	K	L	M
0	\$ 3,999	\$ 3,398	\$ 2,801	\$ 2,207	\$ 2,005	\$ 1,944	\$ 1,885	\$ 1,828	\$ 1,719	\$ 1,474	\$ 1,444	\$ 1,151	\$ 950
1	\$ 4,358	\$ 3,757	\$ 3,158	\$ 2,341	\$ 2,305	\$ 2,201	\$ 2,093	\$ 1,979	\$ 1,804	\$ 1,665	\$ 1,528	\$ 1,273	\$ 1,033
2	\$ 4,699	\$ 4,114	\$ 3,514	\$ 2,904	\$ 2,604	\$ 2,459	\$ 2,303	\$ 2,140	\$ 1,888	\$ 1,750	\$ 1,610	\$ 1,358	\$ 1,118
3	\$ 5,046	\$ 4,469	\$ 3,872	\$ 3,203	\$ 2,934	\$ 2,717	\$ 2,512	\$ 2,300	\$ 1,972	\$ 1,815	\$ 1,696	\$ 1,453	\$ 1,202
4	\$ 5,400	\$ 4,832	\$ 4,230	\$ 3,557	\$ 3,227	\$ 2,975	\$ 2,720	\$ 2,464	\$ 2,055	\$ 1,917	\$ 1,779	\$ 1,527	\$ 1,285
5	\$ 5,752	\$ 5,190	\$ 4,586	\$ 3,990	\$ 3,556	\$ 3,233	\$ 2,930	\$ 2,637	\$ 2,138	\$ 2,001	\$ 1,864	\$ 1,609	\$ 1,370
6	\$ 6,266	\$ 5,652	\$ 5,045	\$ 4,442	\$ 3,947	\$ 3,594	\$ 3,242	\$ 2,895	\$ 2,324	\$ 2,186	\$ 2,050	\$ 1,795	\$ 1,553

EXTRA-CURRICULAR SALARY GUIDE FOR 2014-2015

	A	B	C	D	E	F	G	H	I	J	K	L	M
0	\$ 4,142	\$ 3,520	\$ 2,902	\$ 2,286	\$ 2,077	\$ 2,013	\$ 1,953	\$ 1,894	\$ 1,781	\$ 1,527	\$ 1,496	\$ 1,192	\$ 984
1	\$ 4,514	\$ 3,892	\$ 3,272	\$ 2,425	\$ 2,388	\$ 2,280	\$ 2,168	\$ 2,050	\$ 1,869	\$ 1,725	\$ 1,583	\$ 1,319	\$ 1,070
2	\$ 4,869	\$ 4,262	\$ 3,641	\$ 3,009	\$ 2,698	\$ 2,548	\$ 2,385	\$ 2,217	\$ 1,956	\$ 1,813	\$ 1,668	\$ 1,407	\$ 1,158
3	\$ 5,228	\$ 4,630	\$ 4,012	\$ 3,319	\$ 3,039	\$ 2,815	\$ 2,603	\$ 2,383	\$ 2,043	\$ 1,880	\$ 1,757	\$ 1,506	\$ 1,245
4	\$ 5,595	\$ 5,006	\$ 4,382	\$ 3,685	\$ 3,343	\$ 3,082	\$ 2,818	\$ 2,553	\$ 2,129	\$ 1,986	\$ 1,843	\$ 1,582	\$ 1,332
5	\$ 5,959	\$ 5,376	\$ 4,751	\$ 4,134	\$ 3,684	\$ 3,349	\$ 3,035	\$ 2,732	\$ 2,215	\$ 2,073	\$ 1,931	\$ 1,667	\$ 1,419
6	\$ 6,492	\$ 5,856	\$ 5,226	\$ 4,602	\$ 4,089	\$ 3,723	\$ 3,359	\$ 2,999	\$ 2,408	\$ 2,264	\$ 2,123	\$ 1,859	\$ 1,609

**PLACEMENT ON THE SCHEDULE:**

- A. Each year of experience as a coach/advisor in any secondary school will be credited as one year of experience on the guide.
- B. Each year of experience as a coach/advisor of any sport/activity in any secondary school will be counted as one-half year of experience on the guide when the coach/advisor is advanced to a head coach/advisor.
- C. In instances when the total credited experience is not a whole number, the fraction will be dropped, and the whole number will be used to determine placement on the guide: e.g., a person having 5 1/2 years of creditable experience will be placed at the fifth year experience level on the guide.
- D. When requested by the Superintendent or his authorized representative, it shall be the responsibility of the staff member concerned to furnish documentary evidence attesting to all years of experience outside of the District before this experience is used to determine placement on the extra-curricular guide.
- E. Placement of new staff on the salary schedule or staff new to any extra-curricular activity is at the discretion of the Superintendent.

**SPECIAL PROVISIONS:**

- A. The salaries established in this guide include compensation for duty incident to participate in Minnesota State High School League district, regional, and state tournaments at the conclusion of a season.
- B. The length of the season and the hours of duty for which pay is authorized shall be a District determination that is made in conformance with such rules and regulations as are established by the Minnesota State High School League and the School Board.
- C. If, during the period of this Agreement, a change in the length of the season is mandated by action of the Minnesota State High School League, the Superintendent may authorize the advance of the affected position from one group to a higher group and make the corresponding adjustment in compensation.

**EXTENDED SEASON:**

- A. For athletic or activity teams that advance to a state tournament, the Head Coach shall receive an additional \$500 stipend and the First Assistant Coach(es) shall receive an additional \$300 stipend.
- B. For athletic or activity programs that have one or more individual students advance to a state tournament, the Head Coach shall receive an additional \$500 stipend and the First Assistant Coach(es) shall receive an additional \$300 stipend. The Activities Coordinator shall determine the number of First Assistant Coaches eligible for the stipend based on the number of students advancing to the state tournament.
- C. A coach meeting both of the above criteria is eligible for one "extended season" stipend, not both.
- D. Music band directors directing a band performance or cheerleader advisors whose cheer squad perform at state tournament events shall be eligible for a \$100 stipend.

**Salary Lane "A"**

Basketball – Head  
Football – Head  
Hockey – Head  
Volleyball – Head  
Wrestling – Head

**Salary Lane "B"**

Baseball – Head  
Gymnastics – Head  
Soccer – Head  
Softball – Head  
Swimming – Head  
Track – Head

**Salary Lane "C"**

Cross Country – Head  
Dance Team – Head  
Golf – Head  
Musical Director – Sr. High  
Nordic Skiing – Head  
Show Choir Director  
Speech – Head  
Tennis – Head

**Salary Lane "D"**

Basketball – 1<sup>st</sup> Asst.  
FIRST Robotics  
Football – 1<sup>st</sup> Assistant (3)  
Hockey – 1<sup>st</sup> Asst.  
Knowledge Bowl  
Mock Trial  
Math League  
Volleyball – 1<sup>st</sup> Assistant  
Wrestling – 1<sup>st</sup> Assistant

**Salary Lane "E"**

Annual Advisor – High School  
Basketball – "B" Squad  
Co-curricular Band (MSHSL)  
Co-curricular Orchestra (MSHSL)  
Co-curricular Vocal (MSHSL)  
Diving Coach – High School  
Football – "B" Squad (2)  
Hockey – "B" Squad  
National Honor Society  
Student Council – High School  
Wrestling – "B" Squad

**Salary Lane "F"**

Band – Athletic Events  
Baseball – 1<sup>st</sup> Assistant  
Cross Country – Assistant  
Dance Team – Assistant  
Football – 2<sup>nd</sup> Assistant  
Gymnastics Assistant  
Nordic Skiing Assistant  
Show Choir – Varsity Assistant  
Soccer – 1<sup>st</sup>-Assistant  
Softball – 1<sup>st</sup> Assistant  
Speech – Assistant  
Swim – 1<sup>st</sup> Asst.  
Track – 1<sup>st</sup> Asst.  
Volleyball – "B" Squad

**Salary Lane "G"**

Baseball – "B" Squad  
Basketball – 9<sup>th</sup> Grade  
Dance Team – "B" Squad  
Football – 9<sup>th</sup> Grade (2)  
Show Choir –LVB  
Softball – "B" Squad

**Salary Lane "H"**

Baseball – 9<sup>th</sup> Grade  
Debate – Head  
Marching Band  
Soccer – "B" Squad  
Softball – 9<sup>th</sup> Grade  
Tennis - JV  
Track 2<sup>nd</sup> Assistant  
Volleyball – 9<sup>th</sup> Grade

**Salary Lane "I"**

Cheerleading Advisor – All Sports  
Musical – Sr. High Asst. (3)  
Science Olympiad – High School

**Salary Lane "J"**

Audio Visual Spec. Srv. Adv.  
Basketball – 7 & 8 (4)  
Football – 7 & 8  
Golf JV

**Salary Lane "K"**

Baseball – Grds. 7 & 8  
Cross Country – Middle School  
Diving – Middle School  
Drama – One Act Play – H.S.  
Musical Dir. – Middle School  
Nordic Skiing –Middle School  
Show Choir Dir – Middle School  
Soccer – Middle School  
Softball – 7 & 8  
Speech – Middle School  
Swim – Middle School  
Tennis – Middle School  
Track – Middle School(2)  
Volleyball – Grds. 7 & 8 (2)  
Wrestling – Middle School

**Salary Lane "L"**

Advisor – Jr. Class  
Baseball – Grd. 6  
Basketball –Grd. 6 (2)  
Dance Team – Middle School  
Drama Club – Middle School  
Football – Grd. 6 (2)  
Golf – Middle School  
Gymnastics Spotter  
Knowledge Bowl – Middle School  
Musical Asst. – Middle School  
National Jr. Honor Society  
School Patrol Advisor (4)  
Show Choir – Grd. 6  
Show Choir Asst. – Middle School  
SNAP Advisor – Middle School  
Softball – Grd. 6  
Volleyball – Grd. 6

**Salary Lane "M"**

Amer. Indian Drum & Dance – Elementary  
Amer. Indian Drum & Dance – Secondary  
BSU Student Assistants  
Drama – One Act Play – Middle School  
History Day Advisor – Middle School  
Intramurals – High School  
Jazz Band – Middle School  
Math Counts – Middle School  
Newspaper – Middle School  
SADD Advisor  
Science Fair Advisor - MS  
Special Olympics Advisor  
Yearbook Advisor – Middle School

## GRIEVANCE PROCEDURE

### Definitions

Grievance. "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes 179A.20, Subdivision 1.

Days. "Days" mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes.

Service. "Service" means personal service or by certified mail.

Reduced to Writing. "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Small Group of Employees. "Small group of employees" means a group of employees consisting of five (5) or less.

Answer. "Answer" means a concise response outlining the employer's position on the grievance.

### Step I

Whenever any employee or small group of employees have a grievance, he or they shall meet on an informal basis with the employee's or employees' immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative and served upon the public employer's designate (see Step II). Service must be made within fifteen (15) days of the last informal meeting. The employer shall, within five (5) days of receipt of the written grievance, serve his answer upon the exclusive representative. In the event the exclusive representative refuses to process the grievance, the employee(s) may proceed with the grievance and if he so chooses, may select a designee to represent him.

If the grievance involves and affects more than five (5) employees, the grievance may be reduced to writing by the exclusive representative (or the employees or their designated representative in the event the exclusive representative has declined to proceed with the grievance) and must be served upon the employer within twenty (20) days after the grievance occurred or twenty (20) days after the grievants, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance.

The employer shall within five (5) days serve his answer upon the exclusive representative (or in the appropriate case, employee(s) or their designee).

### Step II

The employer's representative shall meet with the exclusive representative (or in the appropriate case, employee(s) or their designee) within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative (or in the appropriate case, employee(s) or their designee), if he elects to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise

statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

### Step III

The employer, its chief administrator, or its special representative shall meet with the designated official of the exclusive representative (or in the appropriate case, employee(s) or their designee) with ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

If a grievance procedure is provided by a system of civil service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the civil services or other such body's procedure, and in no event may a grievant avail himself of both procedures.

### Step IV

The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance.

If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expense.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

- a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- b. If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure of a party to proceed within five (5) days after the other party has sent written notice that a time limit has expired may result in a forfeit of the grievance, or, in the case of the employer,

require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

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

MEMORANDUM OF UNDERSTANDING

Between

The Bemidji Education Association

And

Independent School District #31

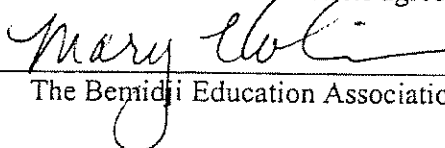
WHEREAS, the Master Agreement between the Bemidji Education Association and Independent School District #31 for 2003-2005 provides specific parameters for teacher preparation time, and,

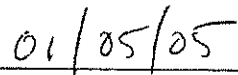
WHEREAS, the parties agreed during the negotiation process that significant exceptions to the preparation time and instructional time standards would be subject to the mutual agreement of the parties, and,

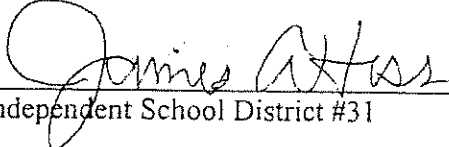
WHEREAS, Article XII, Section 6, of the 2003-2005 collective bargaining agreement states in part the following: "*Preparation time will be 60 minutes. Such time may be divided into no more than two segments per day. No one segment may be shorter than 20 minutes.*"

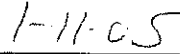
BE IT THEREFORE AGREED that the education programs at Riverside and the Northwest Minnesota Juvenile Center (NMJC) be excepted from the parameter that no one segment of preparation time may be shorter than twenty minutes. It is further agreed by Bemidji Area Schools, ISD #31 and the Bemidji Education Association that this Memorandum of Understanding does not create a precedent and may not be referenced by either party as creating a binding past practice.

This Memorandum of Understanding will be in effect until ratification of a successor agreement to the 2003-2005 master agreement

  
\_\_\_\_\_  
The Bemidji Education Association

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Independent School District #31

  
\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING

Between  
The Bemidji Education Association  
And  
Independent School District #31


WHEREAS, the Master Agreement between the Bemidji Education Association and Independent School District #31 for 2003-2005 provides specific parameters for teacher preparation time, and,

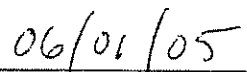
WHEREAS, the parties agreed during the negotiation process that significant exceptions to the preparation time and instructional time standards would be subject to the mutual agreement of the parties, and,

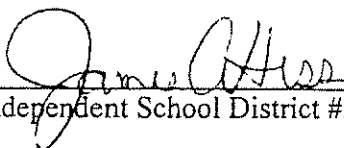
WHEREAS, Article XII, Section 6, of the 2003-2005 collective bargaining agreement states in part the following: "*Preparation time will be 60 minutes. Such time may be divided into no more than two segments per day. No one segment may be shorter than 20 minutes.*"

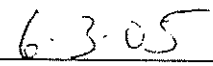
BE IT THEREFORE AGREED that the Lumberjack High School be excepted from the parameter that no one segment of preparation time may be shorter than twenty minutes. It is further agreed by Bemidji Area Schools, ISD #31 and the Bemidji Education Association that this Memorandum of Understanding does not create a precedent and may not be referenced by either party as creating a binding past practice.

This Memorandum of Understanding will be in effect until ratification of a successor agreement to the 2003-2005 master agreement

  
\_\_\_\_\_  
The Bemidji Education Association

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Independent School District #31

  
\_\_\_\_\_  
Date



MEMORANDUM OF UNDERSTANDING

Between  
The Bemidji Education Association  
And  
Independent School District #31

WHEREAS, the Master Agreement between the Bemidji Education Association and Independent School District #31 for 2003-2005 provides specific parameters for teacher preparation time, and,

WHEREAS, the parties agreed during the negotiation process that significant exceptions to the preparation time and instructional time standards would be subject to the mutual agreement of the parties, and,

WHEREAS, Article XII, Section 6, of the 2003-2005 collective bargaining agreement states the following: *"The School Board recognizes the desirability of equalizing the amount of instructional preparation time available to teachers during the pupil contact day, and of equalizing the impact of classroom teaching load. Preparation time will be 60 minutes. Such time may be divided into no more than two segments per day. No one segment may be shorter than 20 minutes."*

BE IT THEREFORE AGREED that the education programs offered though ECFE, ECSE, ABE, Early Intervention, Family Learning, and Early Success be excepted from the parameter that the time be available during the pupil contact day. It is further agreed by Bemidji Area Schools, ISD #31 and the Bemidji Education Association that this Memorandum of Understanding does not create a precedent and may not be referenced by either party as creating a binding past practice.

This Memorandum of Understanding will be in effect until ratification of a successor agreement to the 2003-2005 master agreement

Mary Koli  
The Bemidji Education Association

06/01/05  
Date

James G. Hoo  
Independent School District #31

6-3-05  
Date

MEMORANDUM OF UNDERSTANDING

Between  
The Bemidji Education Association  
And  
Independent School District #31

WHEREAS, the Master Agreement between the Bemidji Education Association and Independent School District #31 for 2003-2005 provides specific parameters for teacher preparation time and classroom instructional time, and,

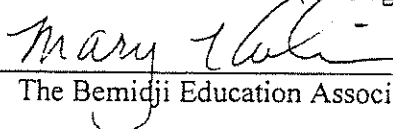
WHEREAS, the parties agreed during the negotiation process that significant exceptions to the preparation time and classroom instructional time standards would be subject to the mutual agreement of the parties, and,

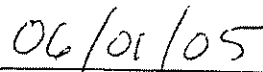
WHEREAS, Article XII, Section 6, of the 2003-2005 collective bargaining agreement states the following: "*The classroom instructional duty time for a teacher, exclusive of preparation time, lunch and passing time will be 300 minutes per day or 1500 minutes per week. During the remaining teacher time in any school, the teacher shall be in the school and available to his or her students for student requested assistance.*"

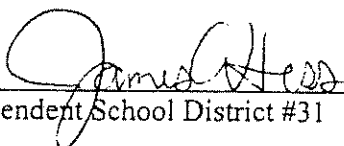
WHEREAS, the parties have agreed that student need and student attendance at the Alternative Education Center (AEC) create an atypical educational setting;


BE IT THEREFORE AGREED that the education program offered through the AEC be authorized to *schedule* student instructional appointments in excess of 1500 minutes per week. It is further agreed by Bemidji Area Schools, ISD #31 and the Bemidji Education Association that this Memorandum of Understanding does not create a precedent and may not be referenced by either party as creating a binding past practice.

This Memorandum of Understanding will be in effect until ratification of a successor agreement to the 2003-2005 master agreement

  
\_\_\_\_\_  
The Bemidji Education Association

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Independent School District #31

  
\_\_\_\_\_  
Date