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Union Dakota County United Educators

Local

Occupations Represented
Teachers—preschool, kindergarten, elementary, middle, and secondary

Bargaining Agency Independent School District 196

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

AGREEMENT

between

Independent School District 196

and

Dakota County United Educators

Effective

July 1, 2001 - June 30, 2003

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SECTION 1 – PURPOSE

THIS AGREEMENT, entered into between the School Board of Independent School District No. 196, Rosemount, Minnesota, (hereinafter referred to as “ISD 196”) and the Dakota County United Educators, (hereinafter referred to as “DCUE”) pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as PELRA) to provide the terms and conditions of employment for teachers during the term of this Agreement. The term “teacher” as used herein shall have that meaning as defined in Section 3 of this Agreement.

SECTION 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

2.1 Recognition

In accordance with PELRA, the School Board recognizes the Dakota County United Educators as the exclusive representative of teachers as defined herein who are employed by ISD 196, which exclusive representative shall have those rights and duties as prescribed by PELRA, and as described in the provisions of this Agreement.

2.2 Exclusive Representative

The exclusive representative shall represent all of the teachers of ISD 196 as defined in Section 3.2 of this Agreement.

SECTION 3 – DEFINITIONS

3.1 Terms and Conditions of Employment

Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the employer’s personnel policies affecting the working conditions of the employees, but does not mean educational policies of ISD 196. The terms are subject to the provisions of M.S. 179A.03 Subd. 19 regarding the rights of public employers and the scope of negotiations.

3.2 Teacher

The term “teacher” shall mean all persons in the appropriate unit employed by ISD 196 in a position for which the person must be licensed by the Department of Children, Families, and Learning (Department of CFL) and licensed school nurses pursuant to the Order of the Bureau of Mediation Services in Case No. 82-PR-693-A; but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

- 3.3 **ISD 196**
ISD 196 shall mean the School District, School Board of Independent School District No. 196 or its designated representative.
- 3.4 **DCUE**
“DCUE” shall mean the teachers’ union, Dakota County United Educators, or its designated representative.
- 3.5 **Break in Service**
A Break in Service shall be defined as a resignation, retirement or termination, not including an unrequested leave of absence, long term disability leave, workers’ compensation leave, Board-approved leave, or involuntary interruption of employment less than forty (40) continuous contract days.
- 3.6 **Other Terms**
Terms not defined in this Agreement shall have those meanings as defined by PELRA.

SECTION 4 – ISD 196 RIGHTS

- 4.1 **Inherent Managerial Rights**
ISD 196 is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- 4.2 **Management Responsibilities**
ISD 196 has the right and obligation to efficiently manage and conduct the operation of ISD 196 within its legal limitations and with its primary obligation to provide educational opportunity for the students of ISD 196.
- 4.3 **Effect of Laws, Rules and Regulations**
DCUE recognizes that all employees covered by this Agreement shall perform the teaching and reasonable non-teaching services prescribed by ISD 196 and shall be governed by the laws of the State of Minnesota, and by ISD 196 rules, regulations, directives and orders, issued by properly designated officials of ISD 196. DCUE also recognizes the right of ISD 196 and its duly designated officials to promulgate rules, regulations, directives and orders insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that ISD 196, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Department of CFL, and valid rules, regulations and orders of state and federal governmental agencies. The foregoing enumeration of ISD 196 rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to ISD 196.

**SECTION 5 –
TEACHER AND DCUE RIGHTS**

5.1 Right to Views

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of DCUE; nor shall it be construed to require any teacher to perform labor or services against his/her will.

5.2 Right to Dues Check Off

5.2.1 **Authorization:** ISD 196 shall deduct from the wages (by payroll deduction) the yearly unified dues of the teacher organization of all teachers who authorize such deduction in writing. Such written authorizations must be submitted to ISD 196 no later than October 1 of each school year. The provision of this service shall not be allowed any teacher organization that has lost its right to dues check off pursuant to PELRA.

5.2.2 **Amount:** The total amount of yearly dues and the amount to be deducted monthly shall be specified by information on the authorization card which will be provided by DCUE.

5.2.3 **Deductions:** ISD 196 shall deduct one-seventeenth (1/17) of such dues from each regular salary check of the teacher beginning in October and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be prorated to complete payments in June. ISD 196 shall remit to the teacher organization within a reasonable time, the total amount deducted, accompanied by a list of those for whom deductions were made.

5.2.4 **Continuation:** Authorizations shall remain in effect unless ISD 196 receives written authorizations to terminate dues check-off prior to October 1, of each school year.

5.2.5 **Hold Harmless:** DCUE shall indemnify and hold harmless ISD 196 for the deductions made under this authorization.

5.3 Fair Share Fee

5.3.1 **State Law:** In accordance with M.S. 179A.06, Subd. 3, as amended, any teacher included in the appropriate unit who is not a member of DCUE may be required by DCUE to contribute a fair share fee for services rendered as exclusive representative.

5.3.2 **Hold Harmless:** DCUE hereby warrants and covenants that it will defend, indemnify and hold ISD 196 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 deduction of the fair share fee specified by DCUE as provided herein.

5.4 Use of Facilities

- 5.4.1 **School Buildings:** DCUE shall have the right to use school buildings before or after school hours for meetings, scheduling such use with the principal of the school, provided that this shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by DCUE whenever the use of such facilities results in an additional cost to ISD 196.
- 5.4.2 **Discussion:** Duly authorized representatives of DCUE shall be permitted to discuss matters pertaining to DCUE business with ISD 196 personnel on campus at all reasonable times at the discretion of the principal, provided that this shall not interfere with or interrupt normal operations.
- 5.4.3 **Other:** DCUE shall have the right to place appropriately identified notices and other material on designated school bulletin boards, through ISD 196 voice mail and e-mail systems, and in teachers' mailboxes.

5.5 Personnel Files

All evaluations and files generated within ISD 196 relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his/her written request.

- 5.5.1 **Copying and Responding:** The teacher shall have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein, provided, however, ISD 196 may destroy such files as provided by law.
- 5.5.2 **Grievances:** Official grievances filed by any teacher under the grievance procedure shall not be placed in the personnel file of the teacher.

5.6 Credit Union

ISD 196 agrees to deduct from teachers' salaries payments to any credit union to which payments are already being made by other employees through ISD 196 payroll deductions, upon receipt of signed authorizations from teachers requesting such service. A teacher may originate or change the amount of the deduction by notifying the credit union. ISD 196 will make the deduction only upon notification from the credit union. A teacher may terminate the deduction at any time during the school year by notifying the credit union. ISD 196 will cancel the deduction by the second week after notification from the credit union. Deductions will remain in effect from one school year to the next until notification is received from the credit union.

5.7 DCUE Business

- 5.7.1 **Release Days:** A maximum of fifty (50) days per school year may be used by DCUE to conduct DCUE business, but shall not be used for negotiation, mediation or arbitration of any kind or anything related thereto. Such days shall

be without loss of salary, except that the cost of the substitute shall be deducted by ISD 196.

- 5.7.2 **Written Notification:** Written notification for the use of DCUE leave must be made in writing by the DCUE President to the Superintendent at least three calendar days in advance indicating the following: the teacher designated to be released from duty, the date of release, the reason for the release, and the location where the teacher may be reached.

5.8 Tax-Sheltered Annuities

- 5.8.1 **Companies:** Each company may leaflet building P.O. boxes annually and may include a self-addressed stamped card which shall allow indication of interest or lack of interest by the teacher in the company's offerings. Representatives of the companies shall do the placing of the materials. Companies may establish meeting times in ISD 196 buildings, but in off duty hours on regular workdays, for voluntary attendance by interested teachers. Meetings must have prior approval of the building principal. A tax shelter company must have at least five (5) participants to become initially eligible. Calculations of allowable maximum contributions, according to IRS regulations, shall be the responsibility of the annuitant and the respective company. In no instance is ISD 196 liable for exceeding maximum allowable contributions as specified in IRS regulations.
- 5.8.2. **Teachers:** Those participating in programs that are presently being processed by the Payroll Department may continue in those programs and may make additions and deletions or alter their existing programs according to the deadline in Section 5.8.5. New ISD 196 teachers, who bring programs with them, may continue in those programs and may make additions and deletions or alter their existing programs according to the deadline in Section 5.8.5. Each year teachers are restricted to participation in an annuity program with a maximum of three companies. In order to participate in any plan, teachers must submit complete official applications to the Payroll Department on or before the deadline as specified in Section 5.8.5.
- 5.8.3 **ISD 196:** The official application/alteration form that shall be used to notify the Payroll Department of participation shall be developed by the accounting office. ISD 196 involvement in the annuities program is limited to payroll deduction and remittance of such deductions to the designated company. Service of annuities is the responsibility of the agent and company, and questions about policies, reports, refunds, status and all such matters are to be determined between the participant and the company and not referred to ISD 196 offices.
- 5.8.4 **Payroll Deductions:** The minimum annuity contribution that will be accepted for payroll deduction is \$10 per pay period. Payroll deductions will be determined on the basis of the pay option chosen by the teacher and will be deducted each pay period in equal installments. Deductions will be continued from one fiscal year to the next unless the teacher indicates a desire to have it ceased by submitting written communication to the Payroll Department according to Section 5.8.5.

5.8.5 **Entry, Alteration, Termination Date/Deadlines:** An existing annuity may be altered by either ISD 196 or the teacher as of the end of any pay period so that it will not apply to salary subsequently earned by giving at least thirty (30) days written notice of the date of the change or termination. A new teacher may continue or start an annuity by completing the application form. The effective date will be their first pay date following employment on which salary has been earned and on which TSA deductions are made. In the event the application is delayed the 30-day provision will apply. This Section is based on Section 403(b) of the Internal Revenue Codes as amended.

5.9 **Appointments**

DCUE shall have the sole discretion to appoint its representatives to any ISD 196 Committees established concerning terms and conditions of employment as defined by PELRA (i.e., insurance committee and calendar committee).

**SECTION 6 –
BASIC SCHEDULES AND RATES OF PAY**

6.1 **Basic Compensation**

6.1.1 **2001-2002 Teachers' Rates of Pay:** The wages and salaries reflected in Schedule A, attached hereto, shall be effective for the 2001-2002 school year and teachers shall advance one increment on the salary schedule, subject to the provisions of Section 6.5.

6.1.2 **2002-2003 Teachers' Rates of Pay:** The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the 2002-2003 school year and teachers shall advance one increment on the salary schedule, subject to the provisions of Section 6.5.

6.1.3 **2001-2002 Nurses' Rates of Pay:** The wages and salaries reflected in Schedule C, attached hereto, shall be effective for the 2001-2002 school year and nurses shall advance one increment on the salary schedule, subject to the provisions of Section 6.5.

6.1.4 **2002-2003 Nurses' Rates of Pay:** The wages and salaries reflected in Schedule C, attached hereto, shall be effective only for the 2002-2003 school year and nurses shall advance one increment on the salary schedule, subject to the provisions of Section 6.5.

6.1.5 **Advancement:** Teachers and nurses shall not advance on the salary schedule until a new agreement is made pursuant to PELRA of 1971, as amended, as provided in Section 18.

6.1.6 **Longevity Pay:** Active full-time (1.0 FTE) teachers who are compensated under teacher salary schedule A or B of this Agreement shall be eligible for longevity pay in addition to annual salary, according to the following schedule. A part-time teacher who meets these criteria shall be eligible for a prorated portion of this longevity pay.

<u>Effective July 1, 2001:</u>	
Longevity Eligibility Criteria	Longevity Pay for Full-Time Teacher
Seniority date between 7-2-76 and 7-1-86 and at or above the BA+54 salary lane*	\$2,000
Seniority date on or before 7-1-76 and at or below the BA+30 salary lane*	\$3,500
Seniority date on or before 7-1-76 and at or above the BA+54 salary lane*	\$6,000
<i>*Salary lane in accordance with Section 6.3</i>	

<u>Effective July 1, 2002:</u>	
Longevity Eligibility Criteria	Longevity Pay for Full-Time Teacher
Seniority date between 7-2-77 and 7-1-87 and at or above the BA+54 salary lane*	\$2,000
Seniority date on or before 7-1-77 and at or below the BA+30 salary lane*	\$3,500
Seniority date on or before 7-1-77 and at or above the BA+54 salary lane*	\$6,000
<i>*Salary lane in accordance with Section 6.3</i>	

6.1.7 **National Board Certification:** A full-time (1.0 FTE) teacher who obtains National Board of Teaching Certification shall be paid a stipend of \$1,000 per year and a part-time teacher who obtains such certification shall be paid a prorated portion of \$1,000 based on the percentage of a full-time work schedule for which such part-time teacher is employed. If a teacher's National Board Certification terminates for any reason, this stipend will no longer be payable.

6.2 **Status of Salary Schedule**

The salary schedules are not part of a teacher's continuing contract.

6.3 **Placement on Salary Schedule**

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

6.3.1 **Grade and Credits:** Only graduate credits shall be applied toward advancement on the salary schedule, except as noted below. All credits must carry a passing

grade and be earned by the teacher completing courses related to his/her teaching field or as part of a definite career plan in the field of education. Undergraduate credits may be used toward advancement on the salary schedule upon the prior approval of the Superintendent or designee, whose decision shall be final and binding. ISD 196 graduate credit as provided in Section 6.3.2 may also apply.

6.3.2 ISD 196 Graduate Credits: Teachers who satisfactorily complete ISD 196-sponsored courses approved by the Superintendent, designed and presented in collaboration by ISD 196 with an accredited college or university and for which the college or university will grant graduate credit shall be eligible for credit on the salary schedule, subject to the provisions of Section 6.3.3. No official transcript verifying credit by the college shall be required.

6.3.3 Approval: All credits used for lane changes must be approved by the Superintendent or designee in writing. It is recommended that credits be approved by the Superintendent or designee in writing prior to taking the course.

A teacher shall be paid on the Master's Degree lane or higher degree lane, if the degree program is germane to the teacher's teaching assignment, as approved in writing by the Superintendent or designee.

6.3.4 Step Placement: A new teacher to ISD 196 may be placed on a step of the salary schedule at the discretion of ISD 196.

6.3.5 New Teachers: Each new teacher shall submit a transcript of his/her college credits (undergraduate and graduate inclusive) with the return of his/her signed contract.

6.3.6 Effective Date: Up to February 1, 2002, individual contracts will be modified to reflect qualified lane changes effective at the beginning of the school year providing a transcript of qualified credits is submitted to the Superintendent's office no later than October 15 of each year. Credits submitted by transcript after October 15, even though otherwise qualifying, shall not be considered until the following qualifying date.

Effective February 1, 2002, individual contracts will be modified to reflect qualified lane changes according to the following schedule:

Coursework Completion Date (prior to)	Application Deadline	Prorated Lane Change
First student contact day	October 15	100%
December 1	December 15	75%
February 1	February 15	50%
April 1	April 15	25%

Lane changes shall be processed when the appropriate application and transcripts are submitted.

- 6.3.7 **Application:** Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree, and must be taken from an accredited college or university.

6.4 **Training Level Qualifications**

Training beyond high school graduation will be interpreted as follows:

- 6.4.1 **Bachelor's Degree:** Requires the completion of a four-year course from an accredited teacher-training institution, with the obtaining of a B.A., B.S., B.E., or a degree of equal value.
- 6.4.2 **Bachelor's Degree Plus 15 Credits:** Requires 15 quarter hour credits from an accredited teacher-training institution, after obtaining a Bachelor's Degree qualifying one to teach.
- 6.4.3 **Bachelor's Degree Plus 30 Credits:** Requires 30 quarter hours credit from an accredited teacher-training institution after obtaining a Bachelor's Degree qualifying one to teach.
- 6.4.4 **Master's or Bachelor's Degree Plus 54 Credits:** Requires completion of graduate work from an accredited teacher-training institution with the obtaining of a degree of M.A., M.S. or M.E.D. A bachelor's degree plus 54 quarter hours will be considered equivalent to the Master's Degree.
- 6.4.5 **Master's Degree Plus 15 Credits:** Requires 15 quarter hour credits from an accredited teacher-training institution after obtaining a Master's Degree.
- 6.4.6 **Master's Degree Plus 30 Credits:** Requires 30 quarter hour credits from an accredited teacher-training institution after obtaining a Master's Degree.
- 6.4.7 **Specialist's or Master's Degree Plus 60 Credits:** Requires completion of a specialist's degree from an accredited teacher- training institution with obtaining the degree of specialist. A master's degree plus 60 quarter hour credits at an accredited teacher-training institution after obtaining a master's degree will be considered equivalent to a specialist's degree.
- 6.4.8 **Psychologist:** A school psychologist who holds a standard, unrestricted, non-provisional Minnesota School Psychologist license will be paid on the Specialist's or Master's Degree +60 credits lane.
- 6.4.9 **Title I, Assurance of Mastery and Basic Skills:** Title I, Assurance of Mastery and Basic Skills teachers may advance to the BA+30 salary lane in the 2001-2002 school year and to the BA+54/MA salary lane in the 2002-2003 school year.

6.5 Increment Advancement

6.5.1 **Qualification:** All teachers, including long-term substitute teachers, shall receive an increment advancement if employed the following year without a Break in Service.

6.5.2 **Limitations:** As an exception to increment advancement provisions set forth elsewhere in this Agreement, limitations for increment advancement in the BS-BA, BS-BA+15 and BS-BA+30 salary lanes are as follows:

- A. No teacher may be placed in or may advance into the shaded portion of Teacher Salary Schedule A or B of this Agreement.
- B. Teachers in the shaded portion of the prior Agreement will continue to be eligible for increment advancement in accordance with Sections 6.5.1 and 6.5.2. A teacher who exits from the shaded portion by way of an approved salary lane change will be allowed to subsequently advance into the shaded portion.
- C. Teachers compensated in the BS-BA, BS-BA+15 and BS-BA+30 salary lanes will continue to accumulate experience credit in accordance with Sections 6.5.1 and 6.5.2, even though the salary that is payable may be fixed at a different step pursuant to the provisions of Section 6.5.3.

6.6 Additional Assignments

Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract, unless expressly provided as such in the individual contract.

6.7 Co-curricular Compensation

The wages and salaries reflected in Schedule D, attached hereto, shall be effective only for the 2001-2003 school years.

6.8 Assignment of Co-curricular Duties

6.8.1 **ISD 196 Right of Assignment:** ISD 196 may assign the teacher to co-curricular assignments subject to established compensation for such services, which exceed the teaching or non-teaching services prescribed in the individual contract. ISD 196 may make any additions or amendments to these assignments during the term of the school year as shall be necessary to relieve emergency conditions.

6.8.2 **Equitable Basis:** ISD 196 may assign any teacher to non-teaching or co-curricular duties on an equitable basis when the needs of ISD 196 so require.

6.8.3 **Teachers Right to Duties:** An attempt will be made to assign all co-curricular activities and non-teaching services to a qualified teacher by mutual consent between ISD 196 and the teacher whenever possible.

6.9 Pay for Extended Service

Regular contracted assignments, which are extended beyond the regular school year, shall be paid a prorated salary.

**SECTION 7 –
GROUP INSURANCE****7.1 Health and Hospitalization Insurance**

7.1.1 Single Coverage: ISD 196 shall contribute up to the sum of \$239.00 per month toward the premium for individual coverage for each full-time teacher employed by ISD 196 who qualifies for and is enrolled in ISD 196 group health and hospitalization plan. Effective July 1, 2002, ISD 196 shall contribute a sum not to exceed \$287.00 per month. Any additional cost of the premium shall be paid by the teacher through payroll deduction.

7.1.2 Employee Plus One Dependent Coverage: ISD 196 shall contribute up to the sum of \$476.00 per month toward the premium for employee plus one dependent coverage for each full-time teacher employed by ISD 196 who qualifies for and is enrolled in ISD 196 group health and hospitalization plan. Effective July 1, 2002, ISD 196 shall contribute a sum not to exceed \$571.00 per month. Any additional cost of the premium shall be paid by the teacher through payroll deduction.

7.1.3 Family Coverage: ISD 196 shall contribute up to the sum of \$557.00 per month toward the premium for family coverage for each full-time teacher employed by ISD 196 who qualifies for and is enrolled in ISD 196 group health and hospitalization plan. Effective July 1, 2002, ISD 196 shall contribute a sum not to exceed \$668.00 per month. Any additional cost of the premium shall be paid by the teacher through payroll deduction.

7.1.4 Spousal Coverage: Effective July 1, 2002, ISD 196 shall contribute up to the equivalent of one Triple Gold premium for family coverage toward the premium for one family coverage for two teachers employed by ISD 196 with one or more dependents (other than spouse) who qualify for and are enrolled in ISD 196 group health and hospitalization plan. Any additional cost of the Double Gold premium, if selected, shall be paid by the teachers through payroll deduction.

7.2 Term Life Insurance

ISD 196 will contribute the full premium for \$50,000 of term life insurance coverage for each full-time teacher employed by ISD 196 who qualifies for and is enrolled in the ISD 196 group term life insurance plan. Any teacher shall have the option of purchasing additional units of life insurance with the added premium cost to be paid by the teacher through payroll deduction.

7.3 Long-Term Disability Insurance

ISD 196 will make available a long-term disability insurance plan providing income to the extent of 66 2/3% of salary commencing after 90 consecutive calendar days of disability due to sickness or accident. Benefits will be payable as long as the teacher remains totally disabled, but not beyond the teacher's 65th birthday. Benefits to disabled

teachers will be determined and paid as described in the long-term disability policy. All teachers eligible for long-term disability plan shall be enrolled in and shall pay the full premium for this coverage by payroll deduction.

7.4 **Dental Reimbursement Plan**

For each full-time or part-time teacher who meets the eligibility criteria set forth in Section 7.5 of this Agreement, ISD 196 will make a payment of \$45.00 per month to DCUE for the provision of a dental care plan for its members. The establishment and administration of DCUE dental care funds or dental care plan shall be the responsibility of DCUE. It is understood that ISD 196's only involvement and obligation is to pay such amounts to DCUE as agreed herein and any questions or claims about the dental care funds and plan are to be determined between the participant and DCUE and not referred to ISD 196. DCUE hereby warrants and covenants that it will defend, indemnify and hold ISD 196 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 DCUE dental plan or ISD 196's contributions thereto as provided herein.

7.5 **Eligibility**

Teachers on at least .75 FTE contract for more than four (4) consecutive months shall qualify for ISD196 contributions toward insurance coverage, except job share teachers shall receive the ISD 196 contribution defined in the Section 15.

7.6 **Selection**

The selection of the insurance carrier and policy shall be made by ISD 196.

7.7 **Duration of Insurance Contribution**

A teacher is eligible for ISD 196 contributions as provided in this Section as long as the teacher is employed and on paid status by ISD 196.

7.7.1 **Workers' Compensation Status:** A teacher who is receiving workers' compensation disability income benefits resulting from injury or illness incurred as a teacher of ISD 196 shall be considered on paid status for purposes of this provision.

7.7.2 **Termination and Summer Months:** Upon termination of employment, all ISD 196 contribution shall cease, effective on the last working day. As an exception, a teacher shall be eligible for continued ISD 196 contributions toward the premium cost for the months of July and August, provided the teacher pays his/her portion of the premium for such coverage and meets the following criteria:

- A. The teacher is employed on long-term substitute contracts through the end of a school year,
- B. The teacher is qualified and enrolled in ISD 196's group insurance program,
- C. The teacher is rehired for the subsequent school year in a position that qualifies for group insurance benefits, and

- D. The teacher signs a teaching contract for the subsequent year pursuant to receipt in the Human Resources Department not later than June 15 of written administrative recommendation for reemployment in the subsequent year.

7.8 Claims against ISD 196

ISD 196's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein. No claim shall be made against ISD 196 as a result of a denial of insurance benefits by an insurance carrier.

**SECTION 8 –
LEAVES OF ABSENCE**

8.1 Sick Leave (Effective July 1, 2002, except for 8.1.3)

NOTE: Sick leave provisions for the school year 2001-2002 are governed by the 1999-2001 Agreement, except for Section 8.1.3.

- 8.1.1 **Calculation:** All teachers shall earn sick leave based on the number of duty hours up to a maximum of 96 hours for a teacher working 8 hours per day for 185 days. Teachers working less than 8 hours a day and/or less than 185 days will earn sick leave based on the following formula:

$$\text{Sick leave hours} = \# \text{ of hours on paid status in one school year multiplied by } 0.0649$$

(A full-time teacher works 1480 hours per school year and earns 96 hours of sick leave. $96/1480 = 0.0649$ hours of sick leave earned per hour worked.)

The following table will provide clarification of the above formula:

Full-Time Equivalent (FTE)	Hours Worked in a School Year	Hours of Sick Leave
1.0	1,480	96
.9	1,332	86.4
.8	1,184	76.8
.75	1,110	72
.7	1,036	67.2
.6	888	57.6
.5	740	48
.4	592	38.4
.3	444	28.8
.2	296	19.2

EXAMPLE: Employee A and Employee B both work 888 hours (.6 FTE) and earn 57.6 sick leave hours. Employee A works 4 hours and 50 minutes a day. Employee B works 8 hours a day for three days a week. After Employee A uses a sick leave day, 4 hours and 50 minutes (or 4.83 hours) will be taken from her/his accumulated sick leave. After Employee B uses a sick leave day, 8 hours will be taken from her/his accumulated sick leave.

All teachers shall be given a credit of sick leave at the beginning of each school year equal to the amount they are expected to earn during the school year. No teacher shall earn sick leave while on unpaid status.

- 8.1.2 **Maximum Carryover:** Sick leave hours may accumulate to a maximum credit of 1,232 hours of sick leave per teacher. (1,232 is the combination of 1,136 hours carryover plus 96 hours accumulation for the current year.) The maximum carryover at the beginning of the following school year shall not exceed 1,136 hours.
- 8.1.3 **Requirements for Accumulation (Effective July 1, 2001):** A teacher with a Break in Service will not carry over unused accumulated sick leave hours.
- 8.1.4 **Qualifications for Use of Sick Leave:**
 - A. Sick leave with pay shall be allowed by ISD 196 whenever a teacher’s absence is found to have been due to illness of the teacher or teacher’s child

which prevented the teacher's attendance at school and performance of duties on that day or days.

- B. For teachers who work 1,480 hours per year (or 1.0 FTE), up to 40 hours per occurrence may be charged to sick leave for absences due to the serious illness of the teacher's: brother, sister, grandparent, grandchild, parent of the teacher's spouse, all in-laws of the same degree, and legal conservatee (with legal documentation).

For teachers who work less than 8 hours per day and/or less than 185 days per year (less than 1.0 FTE), up to their FTE multiplied by 40 hours per occurrence may be charged to sick leave for absences due to the serious illness of the teacher's relatives listed above.

- C. For teachers who work 1,480 hours per year (or 1.0 FTE), up to 56 hours per occurrence may be charged to sick leave for the serious illness of the teacher's spouse or parent.

For teachers who work less than 8 hours per day and/or less than 185 days per year (less than 1.0 FTE), up to their FTE multiplied by 56 hours per occurrence may be charged to sick leave for the serious illness of the teacher's spouse or parent.

- D. The minimum number of hours for which a teacher can use sick leave is four hours (full-time teachers) or their scheduled work hours in a workday (part-time teachers).

- 8.1.5 **Requirement to provide Evidence of Illness:** ISD 196 may require a teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.
- 8.1.6 **Notification to provide Evidence of Illness:** In the event that a medical certificate will be required, the teacher will be so advised by the principal in writing upon return.
- 8.1.7 **Request for Sick Leave:** Sick leave pay shall be approved upon submission of a signed request upon the authorized sick leave pay request form available at the office.
- 8.1.8 **Separation from Employment:** In the event of resignation, termination or discharge of a teacher to whom sick leave has been advanced in excess of that accumulated, the teacher is required to refund the amount paid for the period of such excess.
- 8.1.9 **Sick Leave during Sabbatical or Unpaid Leave:** Sick leave will not apply nor may it be earned or accumulated during sabbatical leave or a leave of absence without pay.

8.1.10 **Sick Leave may Supplement Worker's Compensation:** ISD 196 shall pay the teacher the difference between his/her regular salary and the salary and benefits received under the Minnesota Worker's Compensation Act for the duration of such absence, and such payments shall be deducted from sick leave.

8.1.11 **Sick Leave may Supplement LTD Benefits:** ISD 196 may pay the teacher upon the teacher's request the difference between his/her regular salary and the salary and benefits received under the long term disability policy, such payments to be deducted from sick leave and limited to the number of hours accumulated.

8.2 **Bereavement Leave (Effective January 29, 2002)**

8.2.1 **Spouse, Child, or Parent:** ISD 196 shall grant a leave for the death of the teacher's spouse, child or parent. The first three (3) days per occurrence shall not be deducted from the teacher's accrued sick leave or personal leave. The remainder of the days taken shall be deducted from teacher's accrued sick leave or personal leave, or unpaid.

8.2.2 **Other Persons:** ISD 196 shall grant a leave for the death of all other persons not listed in Section 8.2.1. These days taken shall be deducted from teacher's accrued sick leave or personal leave, or unpaid.

8.3 **Military Leave**

Military leave shall be granted in accordance with Minnesota Statutes.

8.4 **Family Leaves (Effective January 29, 2002)**

8.4.1 **Childbirth Leave:** Commencing on the date of birth, ISD 196 shall grant teachers giving birth up to six (6) continuous calendar weeks or the numbers of weeks recommended by a physician. ISD 196 shall allow teachers to use any accrued paid sick and personal leave for this leave, the remainder of which shall be unpaid, except as provided under the Family and Medical Leave Act (FMLA) (Section 8.4.4). Sick leave may not be used on non-duty days. Non-duty days, such as breaks, holidays, summer, and weekends count toward continuous calendar weeks. This leave may be extended under FMLA Leave and shall count toward a teacher's FMLA Leave allowance.

If a teacher requests an extension of this leave through the end of the school year, the request shall be automatically granted by ISD 196 as Family Care Leave, Section 8.4.3, on an unpaid basis.

8.4.2 **Adoption Leave:** ISD 196 shall grant each teacher up to twenty (20) duty days for the adoption of a child. Adoption leave may include, but is not limited to pre-adoption consultation, legal counsel, legal proceedings, and naturalization proceedings. ISD 196 shall allow teachers to use any accrued paid sick and personal leave for this leave, the remainder of which shall be unpaid, except as provided under FMLA Leave (Section 8.4.4). This leave may be extended under FMLA Leave and shall count toward a teacher's FMLA Leave allowance.

If a teacher requests an extension of this leave through the end of the school year, the request shall be automatically granted by ISD 196 as Family Care Leave, Section 8.4.3, on an unpaid basis.

- 8.4.3 **Family Care Leave:** At its own discretion, ISD 196 may grant up to twelve (12) calendar months for unpaid family care. Non-duty days, such as breaks, holidays, summer, and weekends count toward calendar months. This leave shall be with no ISD 196 insurance contributions after a teacher's FMLA Leave allowance is exhausted.
- A. **Eligibility:** Upon employment, all teachers shall be eligible for Family Care Leave.
 - B. **Reasons:** Family Care Leave shall be granted for any of the following reasons:
 - 1. Extending Childbirth or Adoption Leave beyond FLMA Leave,
 - 2. Illness of a child, spouse or parent, when all sick leave, personal leave, and FMLA Leave are exhausted, or
 - 3. Leaves of a full year to care for a child.
 - C. **Status:** This leave shall be without pay or fringe benefits. In the event that the leave is for a full school year, no increment advancement shall be earned for the time on leave.
 - D. **Spouses:** Spouses who work for ISD 196 shall be allowed a combined total of twelve (12) months leave.
 - E. **Requests:** Requests shall be subject to ISD 196 approval, whose decision is final and binding.
 - F. **Extensions:** Extensions shall be considered on an individual basis.
 - G. **Insurance:** Teachers on leave shall be able to participate in group insurance programs, if eligible and permitted under the insurance policy provisions. They shall pay the entire premium for the programs that they wish to retain, commencing with the beginning of the leave. The right to continue participation in such group insurance programs, however, shall terminate if they do not return to ISD 196 pursuant to this Section, except as provided by law.
 - H. **Notice to Return:** Teachers on leave must notify ISD 196 on or before March 1, whether or not they plan to return to their teaching duties.
- 8.4.4 **FMLA Leave:** In accordance with the Family and Medical Leave Act (FMLA), eligible teachers are entitled to twelve (12) weeks of unpaid leave in a twelve (12) month period. Non-duty days, such as breaks, holidays, summer, and weekends shall not count toward the twelve (12) weeks.

- A. **Eligibility:** Over the prior twelve (12) months, teachers must have worked for ISD 196 for at least 110 teacher duty days on a 0.75 FTE contract or greater.
- B. **Reasons:** FMLA Leave shall be granted for any of the following reasons:
1. The birth of a child and to care for the newborn child or the placement of a child with the teacher for adoption or foster care.
 2. To care for the teacher's seriously ill parent, spouse, or child.
 3. The teacher's own serious health condition that makes the teacher unable to work.
- C. **Substitution of Paid Leaves:** Teachers shall be able to substitute any paid personal leave days for any unpaid FMLA Leave days.
- D. **Connection to Other Leaves:** FLMA Leave may run at the same time and/or be supplemental to Childbirth, Adoption, or Family Care Leaves, as determined by ISD 196.
- E. **Spouses:** Spouses who work for ISD 196 shall be allowed a combined total of twelve (12) weeks unpaid FMLA Leave during any twelve (12) month period for the birth or adoption of a child, or to care for a seriously ill parent. However, the combined limitation does not apply to FMLA Leave taken by one spouse in ISD 196 to care for the other spouse in ISD 196 who is seriously ill, to care for a child with a serious health condition, or to care for the spouse's own serious illness.
- F. **Health Benefits:** ISD 196's health, hospitalization, and dental reimbursement benefits and contributions shall be continued on the same conditions as when the teacher was not on FMLA Leave, subject to any changes in collective bargaining. ISD 196 and the teacher shall work out arrangements that accommodate both ISD 196 and the teacher who would not be receiving a paycheck during the leave period. ISD 196's contribution ceases when:
1. The teacher's portion of the premium payment is more than thirty (30) days late, or
 2. The teacher informs ISD 196 of his/her intent not to return to work.
- G. **Reinstatement:** At the conclusion of the FMLA Leave, teachers shall be guaranteed reinstatement to either the same or the equivalent position.
- 8.4.5 **Notification:** Teachers must give the Human Resources Department three (3) months advance notice in writing for leaves under this Section. In cases where teachers cannot provide three (3) months advance notice, notice must be given as soon as possible.
- 8.4.6 **Pay and Benefits:** Any increase in pay or change in benefits that are not dependent upon seniority or accrual during the leave period shall be made

effective upon the teacher's return to work. A teacher who returns from a leave under this Section shall retain step placement on the salary schedule and any unused leave time accumulated under the provisions of this Agreement at the beginning of the leave. The teacher shall receive an increment advancement per Section 6.5 and benefits derived from that advancement.

- 8.4.7 **Probation:** The applicable periods of probation for teachers are set forth in Minnesota Statutes. The year in which a leave under this Section is taken may or may not be counted in determining the completion of the probationary period.
- 8.4.8 **Reinstatement:** A teacher returning from leave under this Section shall be reemployed in a position for which the teacher is licensed, unless previously discharged or placed on unrequested leave.
- 8.4.9 **Failure to Return:** Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination in ISD 196.
- 8.4.10 **Periodic Reports:** ISD 196 may require periodic reports from a teacher on leave under this Section regarding the teacher's intent to return to work.
- 8.4.11 **Summer Months:** If the teacher receives ISD 196 contribution toward the group insurance premiums at the end of the school year and if the approved date for the teacher's return from leave is the beginning of the next school year, the teacher shall receive ISD 196 contribution toward the group insurance premiums for the months of July and August. However, the teacher must return at the beginning of that school year.

8.5 **Personal Leave (Effective July 1, 2002, except for 8.5.4 and 8.5.5)**

NOTE: Personal leave provisions for the school year 2001-2002 are governed by the 1999-2001 Agreement, except for Sections 8.5.4 and 8.5.5.

- 8.5.1 **First-year Probationary Teachers:** Teachers with less than one year of experience in ISD 196 shall be granted three (3) days per year for the reasons outlined in Section 8.5.5.
- 8.5.2 **Probationary Teachers after the First Year:** Probationary teachers after the first year shall be granted one (1) day subject to Section 8.5.4 and two (2) days per year for the reasons outlined in Section 8.5.5. If the day subject to Section 8.5.4 is not used at the end of the school year, the teacher shall be paid an amount equal to ISD 196's current daily substitute teacher pay rate.
- 8.5.3 **Continuing Contract (Non-Probationary) Teachers:** Teachers who have achieved continuing contract in ISD 196 (non-probationary) shall be granted three (3) days per year subject to Section 8.5.4. If these days are not used at the end of the school year, the teacher shall be paid for each day an amount equal to ISD 196's current daily substitute teacher pay rate.
- 8.5.4 **Ineligible Days (Effective January 29, 2002):** Personal leave days may be used without stating a reason, except during the first ten (10) student contact days and

the last twenty-five (25) student contact days of the school year. Exceptions shall be made for reasons outlined in Section 8.5.5.

- 8.5.5 **Allowable Reasons (Effective January 29, 2002):** Teachers shall be granted personal leave for the following reasons:
- A. Property closing.
 - B. Court appearances when a party to a court proceeding or witness in a court proceeding, except against ISD 196.
 - C. Emergency causing serious physical damage to property.
 - D. Bereavement Leave (Section 8.2).
 - E. Religious observance as required by the teacher's religious conviction, provided such requirement cannot be taken care of while school is not in session.
 - F. Attendance at wedding of teacher's son, daughter, brother, sister, parent, or self.
 - G. Attendance at graduation of teacher's son, daughter, brother, sister, parent, spouse or self.
 - H. All leaves under Family Leaves (Section 8.4).
 - I. Attendance at a school event of the teacher's child (pre-school through post-secondary). Such leave is limited to eight (8) hours per school year.
- 8.5.6 **Notification:** Notification for taking of personal leave must be made in writing to the building principal at least three (3) days in advance except in the event of an emergency. In the event that it is impossible to provide the written notice, oral approval must be obtained from the principal. When applicable, the notification shall state such leave is taken for one of the reasons set forth in this Section.
- 8.5.7 **Building Limitations:** The number of leave requests approved on any day under this Section, excluding bereavement leave, shall be based upon the enrollment as of October 1 of current school year and not exceed:
- A. Two (2) licensed staff in each elementary school under 850 students,
 - B. Three (3) licensed staff in each elementary school with 850 students or more,
 - C. Three (3) licensed teachers in each middle school under 1300 students,
 - D. Four (4) licensed teacher in each middle school with 1300 or more students,
 - E. Five (5) licensed teachers in each high school with under 2300 students, and
 - F. Six (6) licensed teachers in each high school with 2300 or more students.

In the event that the number of teachers requesting the use of personal leave as set forth in this Section exceeds the number set forth above, priority will be given to requests made under Section 8.5.5. Personal leave may be granted in excess of the limitation of the number of teachers per building at the discretion of the Superintendent, whose decision shall be binding.

8.6 **Jury Duty**

Any teacher who is required to serve as a juror shall be granted a leave with pay while serving on jury duty contingent upon the teacher paying to ISD 196 any fees received, minus travel allowance, for such jury service. The teacher may seek to be excused from jury duty.

8.7 **Short-Term Leave of Absence without Pay (Effective January 29, 2002)**

The building principal and a committee of teachers designated by DCUE in each individual building may, by mutual agreement, authorize unpaid leave(s) of absence totaling no more than five (5) days per year per teacher. A short-term leave of absence without pay can be applied for any time.

8.8 **Business and Education Leaves**

Business Leaves and Education Leaves shall be considered for one year only, must begin at the start of the next school year, and shall conclude at the end of that school year.

8.8.1 **Eligibility:** Teachers must have worked in ISD 196 three (3) years before being granted an Education Leave and five (5) years before being granted a Business Leave.

8.8.2 **Status:** This leave shall be without pay or fringe benefits. No increment advancement shall be earned for the time on leave.

8.8.3 **Moving Out of the Area:** Business Leaves shall not be granted to teachers moving out of the area.

8.8.4 **Requests:** Leave requests are due in the Human Resources Department on or before July 15 of each year. Requests received after July 15 may be considered on an individual basis. Requests shall be subject to ISD 196 approval, whose decision is final and binding.

8.8.5 **Basis:** Leaves shall be considered on a first-come first-served basis.

8.8.6 **Extensions:** Extensions shall be considered on an individual basis.

8.8.7 **Insurance:** Teachers on leave shall be able to participate in group insurance programs, if eligible and permitted under the insurance policy provisions. They shall pay the entire premium for the programs that they wish to retain, commencing with the beginning of the leave. The right to continue participation in such group insurance programs, however, shall terminate if they do not return to ISD 196 pursuant to this Section, except as provided by law.

8.8.8 **Notice to Return:** Teachers on leave must notify ISD 196 on or before March 1, whether or not they plan to return to their teaching duties.

- 8.8.9 **Pay and Benefits:** Any increase in pay or change in benefits that are not dependent upon seniority or accrual during the leave period shall be made effective upon the teacher's return to work. A teacher who returns from a leave under this Section shall retain step placement on the salary schedule and any unused leave time accumulated under the provisions of this Agreement at the beginning of the leave. The teacher shall receive an increment advancement per Section 6.5 and benefits derived from that advancement.
- 8.8.10 **Reinstatement:** Upon return, a teacher shall be reemployed in a position for which the teacher is licensed, unless previously discharged or placed on unrequested leave.
- 8.8.11 **Failure to Return:** Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination in ISD 196.

8.9 **Sabbatical Leave**

- 8.9.1 **Maximum Eligible:** There shall be a maximum of five (5) teachers eligible for sabbatical leave in any one school year.
- 8.9.2 **Minimum Requirement:** The teacher must have a minimum of seven (7) years teaching experience in ISD 196 and must have given evidence of having attempted to improve his/her professional status through further academic training or other forms of work study at his/her own expense, prior to his/ her application for sabbatical leave.
- 8.9.3 **Purpose of Leave:** Sabbatical leave will be granted for the purpose of acquiring further academic training toward an advanced degree in a subject matter field and/or advanced work pertinent to the position he/she holds in the school system, or for specialized training to fill a position newly created in the school system or other forms of work study directly related to his/her position.
- 8.9.4 **Application and Selection:** Selection will be made from a written application stating teacher goals and/or ISD 196 benefits. All applications must be made to ISD 196 office no later than Feb. 15 preceding the school year during which leave is requested. These applications will be reviewed by ISD 196 Sabbatical Leave Committee consisting of three (3) teachers designated by DCUE and two (2) administrators designated by the Superintendent. The Committee will recommend to the Superintendent the names of applicants to be considered for sabbatical leave. The Superintendent will approve and recommend to the School Board for approval, the names of the applicants selected. All applicants will be notified of acceptance or rejection on or before March 15. The decision of the School Board is final and binding.
- 8.9.5 **Salary:** A teacher on sabbatical leave will receive an annual stipend of fifty (50) percent of the teacher's salary of the sabbatical leave contract year. The stipend will be in equal monthly payments, less taxes and insurance, or other items that may be on contributory basis.

- 8.9.6 **Academic Load:** The applicant shall agree to carry a full-time academic load at the institution of his/her choice. A full academic load will be interpreted to mean a minimum of thirty-six (36) quarter credits, preferably forty-five (45), of which thirty (30) credits must be earned between September and June of the sabbatical leave year. However, a portion of the full academic load may include time spent in preparing a dissertation for a Doctoral Program upon the approval of the Superintendent, whose decision is final and binding. A teacher who does not carry a full academic load will have deducted from his/her salary during the school year of return to ISD 196 an amount as provided in the following formula: Percentage of quarter hours taken below thirty-six (36) multiplied by salary of the sabbatical leave contract year multiplied by fifty (50) percent. However, teachers may apply for and be granted sabbatical leave for less than a full contract year in accordance with Section 8.4. If such leave is granted, the academic load and salary set forth in Sections 8.5 and 8.6 will be reduced proportionately.
- 8.9.7 **Return to ISD 196:** When leave is granted the teacher must agree to return for a period of at least three (3) years to the position he/she occupied prior to leave unless otherwise mutually determined by the teacher and ISD 196. If the teacher chooses not to return to ISD 196, or on return does not complete the requirement of three years, the total amount of all remuneration must be repaid to ISD 196, except by formal motion by the School Board.

SECTION 9 – HOURS OF SERVICE AND LENGTH OF SCHOOL YEAR

9.1 Teacher Duty Days

The contract year shall consist of 185 duty days. The teacher shall perform services on those days as determined by ISD 196, including those legal holidays on which ISD 196 is authorized to conduct school, and pursuant to such authority has determined to conduct school.

Nurse exception: For the 2001-2002 school year, nurses have the option of working 183 or 185 days. Beginning with the 2002-2003 school year, they shall have the same number of duty days as specified above.

9.2 Teacher Basic Day

The basic teacher's day, inclusive of lunch, shall be eight (8) hours.

Nurse Exception: The basic nurse's day, inclusive of lunch, shall be as follows:

- A. Elementary: 7 hours per day
- B. Middle School: 7.5 hours per day
- C. High School: 8 hours per day
- D. Early Childhood and School of Environmental Studies: 6.5 hours per day

9.3 Building Hours

The specific hours at any individual building may vary according to the needs of the educational program of ISD 196. The specific hours for each building will be designated by ISD 196.

9.4 Preparation Time

9.4.1 **Secondary Teachers.** The maximum assignment of subjects for any secondary school teacher shall be five periods in a six-period day or six periods in a seven- or eight-period day. Each teacher shall have one period during the school day for preparation and conferences.

9.4.2 **Elementary Teachers.** The daily preparation time for an elementary school teacher must be comparable to that provided secondary teachers in ISD 196 within the student contact day. The preparation time may be scheduled at one uninterrupted time period or two uninterrupted time periods during the school day.

9.4 Additional Activities

In addition to the basic school day, teachers shall be required to perform reasonable non-teaching services as prescribed by ISD 196.

9.5 Duty Free Lunch

Each teacher shall be provided a minimum of twenty-five (25) consecutive minutes of duty free lunch.

Nurse Exception: Nurses shall be provided the opportunity to have a one-half hour lunch period during the basic work day but shall be compensated at the normal pay rate during said one- half-hour period and shall remain “on call” to provide nursing aid during said one-half hour period.

9.6 Part-time/Itinerant Teachers

9.6.1 **Lunch Time:** Paid lunchtime shall be provided if a teacher starts work before 11:30 a.m. and finishes work after 1:00 p.m.

9.6.2 **Preparation Time:** The minimum amount of preparation time for a part-time teacher shall be determined as follows:

A. If a part-time teacher is employed over the lunch hour, multiply the total time employed (minutes per day) by .87 and subtract 25 minutes for a duty free lunch to determine student instructional time.

B. If a part-time teacher is not employed over the lunch hour, multiply the total employment time (minutes per day) by .87 to determine student instructional time.

9.6.3 **Travel Time:** Teachers shall be given an additional reasonable amount of time to allow for travel between assigned buildings. This time shall not be included in instructional time.

9.7 **Extra Compensation for Nurses**

Nurse time spent on sports, physicals, conferences, district-wide meetings, staffings, athletic events and all other time spent "on call" for any school function shall be included in computing the nurse's compensation at the prevailing nurse rate of pay. Nurses scheduled for less than eight hours per day shall be compensated at regular hourly rates when directed to attend after-hours district-wide meetings.

9.8 **Variations**

By mutual agreement, the building principal and a committee of teachers designated by DCUE in each individual building may vary the provisions of Sections 9.2, 9.4, 9.5, and 9.6 for such building. However, either party may rescind such variance, effective the end of the school year, by notifying the other party in writing of such intent prior to the end of the school year.

9.9 **Emergency Closings**

In the event of a student day or teacher day lost for any emergency, the teacher shall perform duties on such other day in lieu thereof as ISD 196 shall determine, if the number of student days would fall below 174 as a result of the emergency.

**SECTION 10 –
SALARY PAYMENTS AND DEDUCTIONS**

10.1 **Pay Periods**

10.1.1 **Defined:** Teachers will be paid twice per month, with checks distributed on the 5th and 20th of the month. In the event either of these days should fall on a weekend or holiday, payday will be on the preceding workday.

10.1.2 **Options:** Teachers will have two options in regard of payroll checks:

- A. 1/19 of their annual salary on each of the first 19 pay dates beginning second pay date in September.
- B. 1/24 of their annual salary on each of the 24 pay dates beginning second pay date in September.
- C. Same as b above, but a teacher may receive the July and August paychecks on June 20.

Options once made are final for the entire school year.

10.1.3 **Continuation:** Returning teachers shall retain the same option as they had the previous school year unless ISD 196 Human Resources Department is otherwise notified prior to Aug. 31 of the school year. New teachers must notify ISD 196 accounting office of their selected option before Aug. 31 or they will automatically be given option A above. Teachers employed after Aug. 31 have their pay spread over the remaining pay dates, option A only.

10.2 Co-curricular Pay Periods

Co-curricular salaries shall be paid according to the following three options:

- A. Over the regular salary pay period selected (year long activity only).
- B. Lump sum at the end of the season.
- C. Over the length of the season at the rate of 6 checks.

10.3 Deductions

For purposes of calculating salary deductions teachers shall have their salary reduced by 1/185 for any unpaid absence.

**SECTION 11 –
RETIREMENT PAY**

11.1 Eligibility

Teachers who retire from active employment following completion of active teaching service (compensated by ISD 196 or its Worker Compensation carrier), equivalent to fifteen (15) or more years in ISD 196, and who retire following either thirty (30) years of teaching or age of fifty- five (55) as of June 30 in the school year during which an application for retirement pay is made, shall be eligible for retirement pay upon submission of a written resignation accepted by ISD 196. Teachers less than full time shall receive pro-rated retirement pay. Retirement pay shall not be granted to any teacher who is discharged or terminated pursuant to M.S. 122A.40.

11.2 Health Care Savings Plan (Effective January 29, 2002)

Eligible teachers shall receive as retirement pay an amount representing twenty-five (25) days pay and \$12,000 (in place of the Early Retirement Medical Plan in the 1999-2001 Agreement). ISD 196 shall deposit the total amount in the teacher's name in the Post-Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System.

11.3 Sick Leave Conversion (Effective January 29, 2002)

In addition to the retirement pay provided in Section 11.2, a teacher shall be eligible to receive as retirement pay the amount obtained by multiplying fifty (50) percent of the teacher's unused number of sick leave days (sick leave hours divided by eight), but in any event not to exceed seventy (70) days, multiplied by the teacher's daily rate of pay. ISD 196 shall deposit the total amount in the teacher's name in the Post-Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System.

11.4 Daily Rate of Pay

In applying these provisions, a teacher's daily rate of pay shall be the daily-rate at the time of retirement as provided in the basic salary schedule for the regular school year and in the longevity eligibility criteria. The daily rate of pay shall not include co-curricular activities, extended employment or other extra compensation.

11.5 Payment

Retirement pay shall be paid by ISD 196 in a lump sum and/or deposited in the Post-Retirement Health Care Savings Plan within thirty (30) days following the effective date of the retirement.

11.6 Beneficiary

If a teacher dies before all or a portion of the retirement pay has been disbursed, that balance due shall be paid and/or made to a named beneficiary or, lacking same, to the deceased's estate.

11.7 Reduction

The amount of retirement pay for which a teacher or beneficiary is otherwise eligible under this Section shall be reduced by the amount of ISD 196 contributions which have been made to that teacher's tax-deferred matching contribution plan account pursuant to Section 12. The amount reduced from retirement pay shall include:

- A. Any amount received from the district as tax-deferred matching contributions prior to July 1, 2002 and
- B. The amount that the teacher was eligible to receive from the district as tax-deferred matching contributions on or after July 1, 2002.

The reduction shall first be applied against Sick Leave Conversion (Section 11.3) and then against the Health Care Savings Plan (Section 11.2). In the event that the amount of district contributions to a teacher's tax-deferred matching contribution plan account exceeds the amount of retirement pay due under this Section, the teacher shall receive no retirement pay.

11.8 Retirement Health Insurance

For teachers who retired under the 1999-2001 Agreement and are receiving, or who qualified to receive, ISD 196 contribution toward retiree health insurance at the time of ratification of this Agreement, ISD 196 shall contribute up to the sum of \$182 per month toward the premium for each qualifying retiree for up to eight years or until the age of Medicare eligibility, whichever occurs first. For those who qualified to receive the ISD 196 contribution but were on the waiting list, contributions will begin on July 1, 2002.

**SECTION 12 –
TAX-DEFERRED MATCHING CONTRIBUTION PLAN**

12.1 Purpose

An annual (the teacher contract year) ISD 196 contribution shall be payable to a teacher's tax-deferred matching contribution plan (hereinafter referred to as "Matching Plan"), subject to the following provisions.

12.2 Legal Authority

Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457, and any amendments thereto.

12.3 Teacher Authorization

ISD 196 contribution is not payable unless the teacher authorizes a matching salary reduction in the amount that they are eligible to receive in Section 12.7 for the same period.

12.4 Eligibility

Full-time (1.0 FTE) teachers shall be eligible for the full matching ISD 196 contribution as defined in Section 12.7. A teacher contracted for 0.5 FTE or more shall be eligible for a prorated ISD 196 contribution provided the teacher authorizes salary reduction of an equivalent amount paid to the plan for the same period.

12.5 Vendors

ISD 196 contribution and matching teacher contribution will be made to an ISD 196-approved company of the teacher's choice. It shall be the responsibility of the teacher to make all arrangements required by the vendor to insure that proper payment is made by ISD 196.

12.6 Participation

Participation in the plan shall be voluntary.

12.7 ISD 196 Contribution

The amount of ISD 196 contribution shall be as follows:

<u>Effective July 1, 2001:</u>		
Matching Plan Eligibility Criteria	District Contribution Payable to Matching Plan Account of Full-time Participant Contribution During Teacher Contract Year	Required Full-time Participant Contribution to Matching Plan Account During Contract Year
Seniority date on or before 7-1-83	\$1,000	\$1,000
Seniority date between 7-2-83 and 7-1-86	\$850	\$850
Seniority date between 7-2-86 and 7-1-91	\$ 500	\$ 500
Seniority date between 7-2-91 and 9-15-98	\$ 250	\$ 250

<u>Effective July 1, 2002:</u>		
Matching Plan Eligibility Criteria	ISD 196 Contribution Payable to Matching Plan Account of Full-time Participant Contribution During Teacher Contract Year	Required Full-time Participant Contribution to Matching Plan Account During Contract Year
Seniority date on or before 7-1-84	\$1,000	\$1,000
Seniority date between 7-2-84 and 7-1-87	\$ 850	\$ 850
Seniority date between 7-2-87 and 7-1-92	\$ 500	\$ 500
Seniority date between 7-2-92 and 9-15-99	\$ 250	\$ 250

12.8 **Compliance**

In order to monitor compliance with federal and state tax laws concerning the amount of income a teacher may shelter, DCUE and ISD 196 agree that a third party administrator of tax-sheltered annuity programs may be utilized to monitor such compliance and that (1) teachers participating in ISD 196 tax-deferred matching contribution plan or ISD 196 tax-sheltered annuity programs may be required to supply account information as required to monitor such compliance, and (2) only vendors who also agree to cooperate with the third party administrator in maintaining plan compliance will be utilized.

**SECTION 13 –
UNREQUESTED LEAVE OF ABSENCE**

13.1 **Purpose**

The purpose of this Section is to implement the provisions of M.S. 122A.40, Subd. 10 and shall constitute a plan for placing teachers on unrequested leave due to discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

13.2 **Definitions**

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

13.3 **Unrequested Leave Procedure**

13.3.1 **Probationary Teachers:** ISD 196 may place probationary teachers first on unrequested leave in the inverse order of their employment. No teacher who has

acquired continuing contract rights shall be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

- 13.3.2 **Continuing Contract Teachers:** Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields which they are licensed in the inverse order of seniority. ISD 196 shall not be required to transfer a more senior teacher to a different assignment in order to accommodate the seniority claim of a teacher proposed for unrequested leave of absence. In the case of equal seniority, the teacher with the lower license file number as required by the Department of CFL shall be deemed senior.
- 13.3.3 **Reinstatement:** Teachers placed on unrequested leave of absence shall be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in ISD 196 in fields in which they are licensed. Reinstatement shall be in the inverse order of placement on leave of absence. However, an ECFE teacher may only bump and be bumped by an ECFE teacher, and an ABE teacher may only bump and be bumped by an ABE teacher.
- 13.3.4 **New Teachers:** No appointment of a new teacher shall be made while there is available a teacher on unrequested leave who is properly licensed to fill such vacancy, unless the teacher fails to advise ISD 196 within 30 days of the date of notification that a position is available to him that he may return to employment and that he will assume the duties of the position to which appointed on a future date determined by ISD 196.
- 13.3.5 **Other Employment:** A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.
- 13.3.6 **Teacher Rights:** The unrequested leave of absence shall not impair the continuing contract rights of a teacher or result in a loss of credit for previous year service.
- 13.3.7 **Length:** The unrequested leave of absence of a teacher who is placed on unrequested leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with ISD 196 by April 1 of any year a written statement requesting reinstatement.
- 13.3.8 **Unemployment Compensation:** Nothing in this Section shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

13.4 **Review**

For purposes of review of the School Board's decision placing a teacher on unrequested leave of absence, the provisions of M.S. 122A.40, Subd. 17 shall apply.

**SECTION 14 –
TRANSFERS****14.1 Purpose**

The purpose of this Section is to establish the procedures to be followed by ISD 196 in making an involuntary transfer of a teacher from one school building to a vacant position in another school building. An involuntary transfer shall not be used as a punitive measure against a teacher.

14.2 Selection for Transfer

A teacher may only be involuntarily transferred to a vacant position for which such teacher is both qualified and licensed by the Department of CFL. A teacher shall be deemed to be “qualified” for the purpose of this Section only if such teacher has a major in the subject matter or field of licensure by the Department of CFL and has a currently valid license (other than a limited or provisional license) to teach in such subject matter or field. However, an ECFE teacher may only be involuntarily transferred to another ECFE position, and an ABE teacher may only be involuntarily transferred to another ABE position.

Before making an involuntary transfer from any school building, ISD 196 will seek a volunteer from among those teachers in such building who are licensed for the vacant position. If no satisfactory volunteer is found pursuant to the criteria for selection, as set forth in Section 14.4, the teacher who is qualified and licensed for the vacant position who is lowest on the seniority list shall be transferred.

14.3 Notice of Transfer

A teacher subject to an involuntary transfer shall be notified of such transfer as early as possible, and shall be furnished a system-wide list of all vacancies in ISD 196 for which such teacher is qualified and licensed. In order to visit schools where vacancies may exist, the teacher may request one-half day of leave, without deduction from leave allowance, such request to be submitted to in advance and subject to approval by the Director of Human Resources.

14.4 Criteria for Voluntary Transfer

ISD 196 shall make every reasonable effort to grant applications for voluntary transfers to the extent that such applications are consistent with the educational requirements of ISD 196. All continuing contract, internal candidates who apply for a position are guaranteed an interview for any position for which they are qualified. Probationary teachers may apply but are not guaranteed an interview. Teachers applying for an open position have five (5) days from the posting of the opening to submit their intent to transfer. If the transfer request occurs between August 1 and October 15 inclusive, the teacher’s current principal must also agree to the transfer. If more than one (1) eligible teacher applies for a vacant position, selection for transfer shall be based on the following criteria:

- A. Contribution which the teacher could make to the students in the new teaching position according to his/her training, experience, and interests.

- B. Qualifications of the teacher as compared to those of other candidates for the position to be filled.
- C. The reasons why the teacher wants the transfer or reassignment.
- D. The recommendations of the principals, department chairpersons or team leaders involved in the transfer.
- E. The opportunities for professional growth on the teacher's part.
- F. In the event that all other criteria are essentially similar, the teacher highest on the seniority list shall be preferred.

Each teacher applying for voluntary transfer shall be promptly notified in writing of the disposition of such application. To apply for a voluntary transfer, each teacher shall complete ISD 196 voluntary transfer form.

SECTION 15 – JOB SHARING

15.1 **Sharing of Positions**

Full-time continuing contract (non-probationary) teachers may request to share a teaching position. A teacher selected to share a position shall retain membership in the Bargaining Unit and shall, therefore, be considered to meet the definition of "Teacher" in Section 3.2. The terms and conditions of this Agreement shall apply unless expressly altered in this Section.

15.1.1 **Salary:** Job share teachers shall be paid one-half of their full-time salary. While a job share partner is on leave or if the job share dissolves, a job share teacher who is fulfilling the duties of his/her partner shall receive their full-time salary. Job share teachers shall receive an increment advancement in the same manner as any teacher.

15.1.2 **Seniority:** Job share teachers shall earn seniority the same as any other teacher.

15.1.3 **Sick Leave:** Job share teachers shall retain sick leave benefits accrued immediately prior to such assignment and shall be granted additional sick leave on a pro rata basis per Section 8.1.1.

15.1.4 **Conferences, Curriculum and Workshop Days:** Job share teachers shall attend full conference, curriculum and workshop days without the payment of additional salary.

15.1.5 **Insurance:** Job share teachers, who wish to participate in the insurance coverage set forth in Sections 7.1, 7.2, 7.3, and 7.4 shall receive a 50% ISD 196 contribution.

- A. While a job share partner is on leave, a job share teacher who is fulfilling the duties of his/her partner shall continue to receive 50% of the ISD 196 contribution.
- B. If the job share dissolves, a job share teacher who is fulfilling the duties of his/her partner shall receive the full ISD 196 contribution.

15.2 **Application**

Those teachers wishing to share a position shall make initial application to the building principal(s) or other appropriate administrator who shall either approve or deny the application. To facilitate staffing plans for the following school year, initial applications should be made prior to March 1. .

15.2.1 **Conditions:** At the time an application is approved, job share teachers shall mutually agree in writing to the following:

- A. The dates and conditions of duty,
- B. Refrain from applying for unemployment compensation during that year,
- C. Repayment of any salary advanced that is subsequently unearned, and
- D. Any other necessary conditions which are consistent with the provisions of this Section.

Copies of all job share contracts shall be forwarded to DCUE.

15.2.2 **Appeal:** If the application is denied, the applying teachers may request review by the ISD 196 Job Share Appeal Committee, consisting of three (3) teachers designated by DCUE and two (2) administrators designated by the Superintendent. This committee shall make a written decision that is binding on the parties involved.

15.3 **Renewal**

Job share renewals shall be automatic, unless challenged by the principal or other administrator or terminated by the participating teachers. Renewal challenges shall be referred through the appeal process outlined in this Section.

15.4 **Elementary Grade Level Limitations**

For the 2002-2003 school year, there will be only one (4 sections or less) or two (5 sections or more) job shares per elementary grade level. If there are more requests than the maximum number of job shares per grade level, the decision of which job share(s) shall be approved shall be reached by mutual agreement between teachers and supervisors. If no such agreement can be reached, the decision shall be made per the appeal process in this Section. Job shares in place during the 2001-2002 school year are excluded from these limitations.

15.5 Dissolution

If a job share teacher resigns, is terminated or discharged by the ISD 196, the job share shall dissolve and his/her partner shall assume the full-time teaching position or tend his/her resignation effective immediately or face termination.

15.6 Illnesses, Disability, or Leaves

In the event that a job share teacher becomes ill or disabled or takes a leave of absence of any kind for an extended period of time, his/her partner will perform all the teacher functions and responsibilities for that job share position during the period of illness, disability or leave.

15.7 Return to Full-time Placement

Both teachers shall return to their original site, if possible. If both teachers came from the same site and there is a conflict with keeping both in their current site, the most senior teacher shall remain and the other teacher shall be placed somewhere in ISD 196. If a teacher came from another site and his/her position no longer exists, he/she shall be placed somewhere in ISD 196.

SECTION 16 – SUSPENSION AND DISCHARGE

16.1 Suspension without Pay

A teacher may be suspended without pay for just and reasonable cause.

16.2 Notice and Hearing

Suspension shall not take effect until arbitration is conducted or unless the teacher has not requested arbitration as provided herein, whichever occurs first, except as provided in Section 16.3. The Superintendent shall give written notification to the teacher, stating the grounds of the suspension. Within 10 calendar days after receipt of such notification, the teacher may make a request for a hearing before an arbitrator in accordance with Sections 17.6.3, 17.6.4, 17.6.5 and 17.6.6 to review the suspension. If no hearing is requested within such period, it shall be deemed acquiescence by the teacher to the suspension. However, the arbitrator must issue his/her decision within 25 calendar days after the date of the hearing.

16.3 Immediate Suspension

The suspension may take effect immediately under the following circumstances:

- A. Theft of ISD 196 property.
- B. Deliberately left work without permission pursuant to building policy.
- C. Reported for work intoxicated or consumption of an alcoholic beverage while on duty.
- D. Willfully failed to report to work.
- E. Gross insubordination.

F. Serious misconduct relating to other employees or students.

16.4 **Discharge**

No teacher in the bargaining unit, including ECFE, ABE, and GED teachers, shall be discharged without just and reasonable cause.

**SECTION 17 –
GRIEVANCE PROCEDURE**

17.1 **Grievance Definition**

A claim by a teacher or group of teachers that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

17.2 **Representative**

ISD 196 may be represented during any step of this procedure by its designated representative. The teacher shall be represented during any step of this procedure by DCUE. Only DCUE shall process a grievance through any step, including arbitration, of this grievance procedure.

17.2.1 **Limitations:** Grievances will not be valid for consideration unless the grievance is submitted within 30 calendar days of the date the grievance arose. Failure to file any grievances within such period shall be deemed a waiver thereof. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

17.2.2 **Extension:** Time limits specified in this Agreement may be extended by mutual agreement.

17.2.3 **Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law, except as otherwise specifically indicated herein.

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

17.2.5 **Filing and Postmark:** The filing of service of any notice of document herein shall be timely if it bears a postmark of the United States mail within the time period.

17.2.6 **Service of Decision:** The issuance of a decision in Levels I, II and III of Section 17.3 to the grievance chairperson of DCUE shall constitute issuance of the decision in writing to the parties involved.

17.3 Adjustment of Grievance

ISD 196 and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within ISD 196 in the following manner:

17.3.1 **Level I:** If the grievance is not resolved through informal discussions, the building principal shall give a written decision on the grievance to the parties involved within five days after receipt of the written grievance.

17.3.2 **Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance, which meeting shall take place within ten days after receipt of the appeal. Within five days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

17.3.3 **Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance, which meeting shall take place within 15 days after the receipt of the appeal. Within 15 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

17.4 School Board Review

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to reverse or modify such decision.

17.5 Denial of Grievance

Failure by ISD 196 to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

17.6 Arbitration Procedures

In the event that the teacher and ISD 196 are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

17.6.1 **Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following receipt of the decision in Level III of the grievance procedure.

- 17.6.2 **Prior Procedure Required:** No grievance shall be considered by an arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
- 17.6.3 **Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request from the Bureau of Mediation Services (BMS), pursuant to M.S. 179A.21, Subd. 2, a list of arbitrators selected by the Commissioner, providing such request is made within ten (10) days after request for arbitration. Upon receipt of the list of arbitrators, ISD 196 and DCUE shall alternatively strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. This arbitrator shall decide the grievance and the decision is binding upon the parties. If the parties do not request an arbitrator from the BMS within the time periods provided herein, it shall constitute a waiver of the grievance.
- 17.6.4 **Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.
- 17.6.5 **Decision:** The decision by the arbitrator shall be rendered within ten days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties; subject, however, to the limitations as provided in PELRA of 1971, as amended. The arbitrator cannot add to, delete, or modify the Agreement in any way and his/her decision shall be confined to the written grievance only.
- 17.6.6 **Expenses:** Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of the transcript or recording shall be paid by the requesting party.
- 17.7 **Election of Remedies and Waivers**
A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Section. Upon instituting a proceeding in another forum as outlined herein, the teacher shall waive his/her right to initiate a grievance pursuant to this Section, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This

Section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

SECTION 18 – DURATION

18.1 **Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2001, through June 30, 2003, and thereafter pursuant to PELRA, except that teachers shall be paid at the basic salary set forth on the teacher's individual contract. If either party desires to negotiate a new agreement commencing on July 1, 2003, it shall give written notice of such intent no later than March 1, 2003. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

18.2 **Effect**

This Agreement constitutes the full and complete written Agreement between ISD 196 and DCUE representing the teachers of ISD 196. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, ISD 196 policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

18.3 **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.

18.4 **Severability**

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

18.5 **Copies of Record**

There shall be five (5) signed copies of the final Agreement for the purposes of record. Two (2) copies will be retained by ISD 196, two (2) copies by DCUE and one (1) copy by the Director of the Bureau of Mediation Services.

**SCHEDULE A —
2001-2002 TEACHER SALARY SCHEDULE**

STEP	BS-BA	BS-BA +15	BS-BA +30	MA BA+54	MA+15	MA+30	Psychologist MA+60/Specialist
A (4)	30,490	30,840	31,340	32,340	34,340	35,840	36,840
B (5)	31,840	32,340	34,340	35,340	37,340	38,340	39,830
C (6)	32,340	34,340	35,340	36,340	38,340	39,840	41,840
D (7)	34,340	35,340	36,340	37,340	39,340	40,840	42,840
E (8)	36,340	37,340	37,840	41,000	43,000	44,500	46,500
F (9)	36,340	38,340	39,840	43,000	45,000	46,500	48,500
G (10)	36,340	39,340	40,840	45,000	47,000	48,500	50,500
H (11)	36,340	39,340	42,840	47,000	49,000	50,500	52,500
I (12)	36,340	39,340	44,840	49,000	51,000	52,500	54,500
J (13)	40,283	41,812	44,840	51,000	53,000	54,500	57,060
K (14)	41,089	42,648	44,840	53,100	54,800	56,500	59,650
L (15)	42,748	44,371	45,991	55,200	57,200	58,910	61,700
M (16)				56,200	58,200	60,240	62,240

Note: Increment advancement in the shaded cells of the above schedule is subject to the provisions of Section 6.5.3

**SCHEDULE B —
2002-2003 TEACHER SALARY SCHEDULE**

STEP	BS-BA	BS-BA +15	BS-BA +30	MA BA+54	MA+15	MA+30	Psychologist MA+60/Specialist
A (4)	31,490	31,840	32,340	33,340	35,340	36,840	37,840
B (5)	32,840	33,340	35,340	36,340	38,340	39,340	40,830
C (6)	33,340	35,340	36,340	37,340	39,340	40,840	42,840
D (7)	35,340	36,340	37,340	38,340	40,340	41,840	43,840
E (8)	37,340	38,340	38,840	42,000	44,000	45,500	47,500
F (9)	37,340	39,340	40,840	44,000	46,000	47,500	49,500
G (10)	37,340	41,440	41,840	46,000	48,000	49,500	51,500
H (11)	37,340	41,440	43,840	48,000	50,000	51,500	53,500
I (12)	37,340	41,440	45,840	50,000	52,000	53,500	55,500
J (13)	40,283	41,812	45,840	52,000	54,000	55,500	58,060
K (14)	41,089	42,648	45,840	54,100	55,800	57,500	60,650
L (15)	43,603	45,258	46,911	56,200	58,200	59,910	62,700
M (16)				57,200	59,200	61,240	63,240

Note: Increment advancement in the shaded cells of the above schedule is subject to the provisions of Section 6.5.3

**SCHEDULE C —
2001-2002 AND 2002-2003
NURSES SALARY SCHEDULE**

Step	2001-2002	2002-2003
1	\$ 20.85	\$ 22.52
2	21.25	22.95
3	21.64	23.37
4	22.02	23.78
5	22.43	24.22
6	22.81	24.63
7	23.19	25.05
8	23.60	25.49
9	23.98	25.89
10	27.06	29.22

In addition to the above rate to which they are entitled, school nurses shall be eligible for longevity pay according to the following schedule:

2001-2002 Longevity Eligibility Criteria	Hourly Longevity Pay Differential
Seniority date between 7-2-76 and 7-1-81	\$1.00
Seniority date on or before 7-1-76	\$2.36

2002-2003 Longevity Eligibility Criteria	Hourly Longevity Pay Differential
Seniority date between 7-2-77 and 7-1-82	\$1.00
Seniority date on or before 7-1-77	\$2.36

The ISD 196 Head Nurse shall receive a stipend of One Thousand Seven Hundred Dollars (\$1,700.00) per year in addition to the hourly rate to which he/she is entitled according to the above schedule.

**SCHEDULE D —
CO-CURRICULAR SCHEDULE
2001-2003**

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9
2001-2002	\$5,182	\$4,534	\$3,887	\$3,239	\$2,964	\$2,143	\$1,486	\$894	\$586
2002-2003	\$5,337	\$4,670	\$4,004	\$3,336	\$3,053	\$2,208	\$1,531	\$921	\$604
HIGH SCHOOL HEAD	Basketball Football Gymnastics Hockey Instr. Music Theater Manager Volleyball Wrestling Swimming	Baseball Debate Declam Figure Skating Soccer Softball Track Trainer Weight Training (Full Year)	After Hours Bravo Broadway Encore Musical Vocal Music	Adapted Athletics Cross Country Drama Golf Madrigal Slalom Ski Tennis Yearbook	Cheerleader Newspaper Student Council	Concessions Dance Driver Ed Supervisor Math League	Academic Bowl Dance Line (Season) Dance Show Literary Magazine One-Act Play	Chess (Season) Flag Corps Advisor Knowledge Bowl Mock Trial National Honor Society Radio Advisor SADD Science Olympiad Summer Driver Ed Supervisor	National Art Honor Society National Forensic League Prom Advisor Step Team
HIGH SCHOOL ASS T. 9TH GRADE			* Basketball Football Gymnastics Hockey Instr. Music Volleyball Wrestling	* Baseball Debate Declam Figure Skating Soccer Softball Swimming Track	After Hours Bravo Broadway Encore Musical	Adapted Athletics Cross Country Drama Golf Madrigal Slalom Ski Student Council Tennis Yearbook	Concessions Ice Follies Math League Newspaper Trainer (Season) Vocal Music Weight Training (Season)	Dance Line (Season) Dance Show One-Act Play	Cheerleader (Season)
			*Includes 9th Grade Coaches with additional varsity assistant responsibilities.		9th Grade Coach				

AGREEMENT

July 1, 2001 - June 30, 2003

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9
2001-2002	\$5,182	\$4,534	\$3,887	\$3,239	\$2,964	\$2,143	\$1,486	\$894	\$586
2002-2003	\$5,337	\$4,670	\$4,004	\$3,336	\$3,053	\$2,208	\$1,531	\$921	\$604
MIDDLE SCHOOL HEAD						Baseball Basketball Football Gymnastics Musical Soccer Softball Swimming Volleyball Wrestling Yearbook Advisor Cross Country Tennis Track	Declam Drama Student Council Band Choir	Chess Children s Theater Equipment Mgr. (Season) Newspaper	Destination Imagination
MIDDLE SCHOOL ASS T.							Baseball Basketball Football Gymnastics Soccer Softball Swimming Volleyball Wrestling Tennis Track	Declam Drama Musical Yearbook Photographer	
ELEMEN-TARY						School Patrol			Destination Imagination Student Council Yearbook School Patrol Ass t.

**ADDITIONAL SERVICES
2001-2003**

Hourly Rate Teachers

Teachers who perform additional services shall be paid at the following rates:
\$22.00 per hour (2001-2002); \$23.00 per hour (2002-2003).

Effective July 1, 2002, Hourly Rate Teachers shall include:
After-School Detention
After-School Building Supervision

Special Supervisory/Chaperone Assignments

Teachers employed for the following Special Supervisory/Chaperone Assignments outside of the normal workday shall be paid at the rate of \$25.00 per event (2001-2003):

- Dance Chaperone
- Bus Chaperone
- Supervisor-Athletic Events (Ticket Sales, Timing Games, Gate Tenders, Announcing, Scoring, Crowd Control, Filming)
- Sixth and Ninth Grade Orientation and Elementary Open House, D.A.R.E. graduation or Tech Fair
- Supervisor and/or Chaperone - Elementary Programs (Physical Education, Music, Reading)
- Opening of New School

Curricular-Related Assignments

- Club Advisor: \$ 210
- Additional Secondary Teaching Assignment: \$2,100 (full year)
- Elementary Technology Contact: \$1,486 (2001-2002); \$1,531 (2002-2003)
- Elementary Band: \$1,486 (2001-2002); \$1,531 (2002-2003)

Mileage

Teachers shall be reimbursed for all private automobile usage which is incurred in connection with ISD 196 business at the rate per mile which was excludable from federal income tax (IRS allowable rate) on the July 1 immediately preceding the date of such usage.

Department Coordinators/Team Leaders

Formula to determine salaries:

A.	Building Allotment \$7,000 (2001-2003)		Number of Team Leaders in Building	= (\$_____)	Base Salary
B.	\$100.00 (2001-2003)	x	Full time Equivalent Teachers in Department	= (\$_____)	Teacher Equivalent Allowance
C.	Base Salary	+	Full Time Equivalent Teacher Allowance	= (\$_____)	Department Coordinator/ Team Leader Salary

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

DAKOTA COUNTY UNITED
EDUCATORS

INDEPENDENT SCHOOL DISTRICT 196

President

Chairperson

Secretary

Clerk

Chief Teacher Negotiator

Dated this ____ day of _____, 2002

DCUE Staff Negotiator

DCUE Staff Negotiator

Teacher Negotiator

Teacher Negotiator

Teacher Negotiator

Teacher Negotiator

Teacher Negotiator

Teacher Negotiator

Teacher Negotiator

Dated this ____ day of _____, 2002

**PEER REVIEW —
LETTER OF UNDERSTANDING**

It is hereby understood by and between ISD 196 and DCUE as follows:

The parties agree that the joint Peer Review program will be carried forward during the term of the 2001-2003 Agreement. It is the intent of the parties that all ISD 196 schools will be committed to the process by having a Peer Review Committee in each school by July 1, 2001.

ISD 196 support of existing and additional pilot sites shall be determined by the project committee within an annual ISD 196 budget of \$50,000. It is intended that this money is used for the training and support of consulting teachers and the peer review committee process. Additional funding or staffing of the Peer Review project may be provided by individual schools on a voluntary basis.

**TOSA, IA, AND AA —
LETTER OF UNDERSTANDING**

It is hereby understood by and between ISD 196 and DCUE as follows:

During the negotiation of the 2001-2003 Agreement between ISD 196 and DCUE, the parties agreed to establish a joint committee to study and discuss the issues concerning Teachers on Special Assignment (TOSA), Instructional Assistants (IA) and Administrative Assistants (AA) and to report its conclusions to the Superintendent and DCUE President by October 1, 2002. ISD 196 and DCUE have agreed to incorporate the recommendations of this committee to be considered during the negotiations of the 2002-2005 Agreement. ISD 196 and DCUE have agreed that the committee shall review the past LOU during their study. Current TOSA, IA, and AA may remain in their positions during the discussions of this committee during this 2001-2003 Agreement.

**SPECIAL EDUCATION —
LETTER OF UNDERSTANDING**

It is hereby understood by and between ISD 196 and DCUE as follows:

During the negotiations of the 2001-2003 Agreement, the parties affirmed the guidelines below. These guidelines were established after discussion during the negotiations of the 1993-95 Agreement. Agreement of the parties was reached as follows:

1. Itinerant travel time interfering with Itinerant teacher prep time and lunch period:
 - The administration will adjust caseloads for teachers who work in two or more buildings as follows:
 - a. Occupational Therapist - reduce caseloads to 35 students (from the current 40 students)
 - b. Developmental Adaptive Physical Education Specialist - reduce caseloads to 35 students from the present 40 students.
 - c. Speech Language Clinicians - reduce caseload for those serving two or more buildings to 35 students from the present 40 students.
 - The administration noted that for SLD/EBD teachers that the administration will attempt to minimize split assignments.
2. Itinerant teacher time off for parent conferences not being equitable with teachers who work in one building:
 - Parties agreed that substitute teachers will be hired to provide for equitable time off for Itinerant teachers who have to attend several parent conference events due to their daily assignments. The teacher will not be required to work extra hours on a pay per hour basis.
3. Caseloads for LD/MMMI teachers do not recognize students in multiple hours of service:
 - The parties agreed to abide by any legislative mandates or state board regulations which may be forthcoming.
4. Substitutes not being hired for teachers who cover prep time for center-based special education teachers:
 - The administration will work with principals and special education supervisors to ensure that prep time occurs.
5. Preparation time for elementary special education teachers:
 - The administration agreed to direct principals and practitioners to follow the Agreement, Hours of Service — Elementary Preparation Time, to ensure that preparation time is planned into the teachers' daily schedule.
6. Alternatives to the rush of assessments in the spring of each school year:
 - The parties agreed to evaluate the project now under way to stagger assessment dates.
 - The parties agreed to Form a subcommittee made up of equal numbers of DCUE members and administration members to look further at assessment alternatives.
 - a. Put any recommendations of the subcommittee into practice during the 2001-2003 Agreement.

- b. Any solutions recommended by the subcommittee to deal with the assessment/reassessment problems must be solved within existing resources by moving resources around rather than expending resources not now budgeted.
7. Work environment and a forum to dialogue:
- The administration has agreed to follow DCUE's lead to help special education teachers and administrators to build better relationships with one another.
 - The parties agreed to create a special education breakfast forum that will meet three to five times per year to dialogue about special education programs and issues. Included in the dialogue may be the issue of special education teacher-pupil ratios. The parties agree that any exploration of change in these ratios must be done within existing resources.

**CO-CURRICULAR REVIEW —
LETTER OF UNDERSTANDING**

It is hereby understood by and between ISD 196 and DCUE as follows:

During the negotiation of the 2001-2003 Agreement, the parties acknowledged the value of periodic review of the placement of co-curricular positions on Schedule D, Co-curricular Schedule, of the Agreement.

The parties agreed to establish a joint committee to study proposed additions and deletions of positions and/or proposed reclassification of positions listed on Schedule D.

The results of the study committee will be reported to the DCUE President and the Superintendent not later than April 1, 2003, and will be considered by the parties in the negotiation of their 2003-2005 Agreement.

**CONTINUING FORMAL EDUCATION —
LETTER OF UNDERSTANDING**

It is hereby understood by and between ISD 196 and DCUE as follows:

During the negotiation of the 2001-2003 Agreement, the parties recognized a need to evaluate the extent to which the salary lane structure and lane advancement provisions set forth in Section 6.3 and 6.4 of that Agreement continue to reflect their mutual interest to encourage meaningful continuing formal education of ISD 196 teachers. Both parties agree that all new teachers who attend the New Teacher Workshop days will receive one and one-half (1.5) ISD 196 graduate credits beginning in 2002-2003 school year.

The parties agreed to establish a joint committee to study and discuss such issues as the number and differentiation between salary lane increments, criteria for qualifying lane change credits, course prior approval procedures and applicability of correspondence, video, ISD 196 classes, and other non-attendance courses.

The results of the study committee will be reported to the DCUE President and the Superintendent not later than April 1, 2003, and will be considered by the parties in the negotiation of their 2003-2005 Agreement.

**SUBCONTRACTING —
LETTER OF UNDERSTANDING**

It is hereby understood by and between ISD 196 and DCUE as follows:

During the negotiation of the 2001-2003 Agreement, the parties discussed the issue of ISD 196 subcontracting, entering into a contract for the purpose of performing or executing work now performed by and consistent with the duties and responsibilities of a teacher.

ISD 196 recognizes DCUE's legal and other interests with regard to the practice of subcontracting and hereby agrees that, before entering into such a subcontracting agreement, the Superintendent will consult with the DCUE President regarding DCUE and ISD 196 concerns.

**PERFORMANCE-BASED COMPENSATION —
LETTER OF UNDERSTANDING**

It is hereby understood by and between the DCUE and ISD 196 as follows:

During the negotiation of the 2001-2003 collective bargaining agreement, the parties acknowledged the value of studying a compensation system linked to teacher performance. It is understood this system would reward the best practice skills and knowledge demonstrated by teachers.

The parties agreed to form a joint committee of teachers, union officials and administrators to study a performance-based compensation system and the feasibility of implementation in ISD 196.

An important component of this study shall be a combined study mission to a national alternative compensation conference.

The study committee shall report to the DCUE President and the Superintendent not later than April 1, 2003. The results of the study will be considered during the negotiation of the 2003-2005 collective bargaining agreement.