



**FOREST LAKE AREA SCHOOLS
FOREST LAKE, MN 55025**

May 31, 2012

AGENDA ITEM: 9.3

**TOPIC: RATIFY 2011-13 FOREST LAKE EDUCATION
ASSOCIATION EMPLOYMENT AGREEMENT**

BACKGROUND: The employment agreement between the Forest Lake Education Association and the Forest Lake Area School District expired on June 30, 2011.

PROCESS: The School District and the Forest Lake Education Association have a tentative settlement of the Agreement for the time period of July 1, 2011 through June 30, 2013. The Forest Lake Education Association has voted positively to ratify this Agreement and it is now being presented to the School Board for approval.

RECOMMENDATION: Administration recommends approval of the Forest Lake Education Association Employment Agreement for the time period of July 1, 2011 through June 30, 2013. This settlement is within the negotiation parameters set by the School Board.

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 831

AND

THE FOREST LAKE EDUCATION ASSOCIATION

~~EFFECTIVE JULY 1, 2009 THROUGH JUNE 30, 2011~~
EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2013

Draft of Tentative Agreement reached May 1, 2012

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2011-2013 Independent School District 831 and the Forest Lake Education Association Agreement

AGREEMENT

ARTICLE I

PURPOSE

THIS AGREEMENT is entered into between Independent School District No. 831 (hereinafter referred to as the School District or District) and the Forest Lake Education Association (hereinafter referred to as the exclusive representative or Association) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the P.E.L.R.A.) to provide the terms and conditions of employment for *teachers* employed by the School District during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the Association as the exclusive representative of *teachers* employed by the School District which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

Section 2. Rights of Association as Exclusive Representative:

Subd. 1. Pursuant to the P.E.L.R.A., the School District shall not meet and negotiate or meet and confer with any *teacher* or group of *teachers* except through the exclusive representative.

Subd. 2. Teachers, as professional employees, have the right to meet and confer with the School District in accordance with Article XIII of this Agreement.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of the School District. The term in both cases is subject to the provisions of the P.E.L.R.A.

Section 2. Appropriate Unit: "Appropriate unit" shall mean all *teachers* employed by the School District but shall not include: the superintendent, assistant superintendent(s), principals and/or assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, emergency employees, and such other employees excluded by law.

Section 3. Teacher: "*Teacher*", as used in this Agreement, shall mean any person employed by the School

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District in a position for which licensure is required by the State of Minnesota or in a position of school nurse, physical therapist or occupational therapist, except superintendent, assistant superintendent(s), principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, essential employees, and such other employees excluded by law.

Section 4. School District: Any reference to School District in this Agreement shall mean the School Board or its designated representatives.

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

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Association recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 2. Management Responsibilities: The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Association recognizes that all teachers covered by this Agreement shall perform the teaching and related non-teaching services as may be reasonably prescribed by the School District. The School District has the right and duty to promulgate rules, regulations, directives and orders from time to time as deemed necessary. No provisions of this Agreement may be in violation of or conflict with state or federal laws, rules and regulations, directives, findings, determination or order of governmental agencies including but not limited to, the Minnesota and the United States Department of Education. Any specific provisions of this Agreement along with any other relevant collateral provisions, clauses, subdivisions, sections or articles in violation of any law, rule, regulations, directive, finding, determination or order will automatically become inoperative and unenforceable in any forum, including the grievance procedure in this Agreement. The School District has the obligation and inherent authority to comply with any such law, rule, regulation, directive, finding, determination or order.

ARTICLE V

TEACHER AND ASSOCIATION RIGHTS

Section 1. Right to Views: Pursuant to the P.E.L.R.A., 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,

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faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative, if there be one, nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Pursuant to the P.E.L.R.A., *teachers* shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. *Teachers* in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such *teachers* with the School District of such unit.

Section 3. Personnel Files:

Subd. 1. Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files relating to each individual *teacher* shall be available during regular district business hours to each individual *teacher* upon his/her written request. A representative of the Association may, at the *teacher's* request, accompany the *teacher* in this review. The *teacher* shall have the right to reproduce any of the contents of the files at the *teacher's* expense and to submit for inclusion in the file written information in response to any material contained therein.

Subd. 2. A *teacher* shall receive a copy of any deficiency notice, negative letter, or report placed in his/her personnel file. The copy shall be mailed to or hand delivered to the *teacher* within ten (10) working days of placement in the personnel file.

Subd. 3. The School District may destroy the files as provided by law and shall expunge from the *teacher's* file any material found to be false or substantially inaccurate through the grievance procedure.

Section 4. Request for Dues Check Off: *Teachers* shall have the right to dues check off for the Association, provided that dues check off shall not be allowed to the Association if it has lost its right to dues check off pursuant to the P.E.L.R.A. Such authorization shall encompass the terms of this section and shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year by the teacher. Pursuant to such authorization, the School District shall deduct 1/16 of such dues from the *teacher's* regular salary check beginning with the second pay day in October and bi-monthly thereafter until fully paid, provided the School District is furnished authorization on a form provided by the School District at least twenty (20) days prior to the first deduction date in October. However, new *teachers* hired after the first student contact day shall be placed on the deduction schedule within a reasonable period of time upon filing of said authorization form with the School District. The School District will deduct from the *teacher's* paycheck the dues that have been certified by the Association. Deductions shall be transmitted to the Association each pay period.

Section 5. Fair Share Fee:

Subd. 1. In accordance with the P.E.L.R.A., any *teacher who is not a* member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any *teacher* shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

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Subd. 2. Upon thirty (30) calendar days' notice, pursuant to Subd. 3 hereof, given the name of the *teacher* and the amount of the fair share fee, the School District shall deduct 1/16 of such fair share fee from the *teacher's* regular salary check beginning with the second pay day in October and bi-monthly thereafter until fully paid. The Association agrees to notify the School District promptly whenever any *teacher* subject to a fair share fee deduction becomes a member of the Association, and no further fair share fee deduction for such *teacher* will thereafter be made.

Subd. 3. The exclusive representative shall provide written notice of amount of the fair share fee assessment to the School District and to each *teacher* to be assessed the fair share fee.

Subd. 4. A challenge by a *teacher* or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Bureau of Mediation Services, the School District, and the exclusive representative within thirty (30) calendar days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. In the event a challenge is filed, the deductions of a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

Subd. 5. The Association hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reasons of the deduction of the fair share fee specified by the Association as provided herein.

Section 6. Communications: The School District shall provide bulletin board space in each building in areas not normally accessible to students for use by the Association. The Association may use the School District mail service and teacher mail boxes for communications to teachers in quantities which do not interfere with regular School District mail service.

Section 7. Association Representative: Representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this activity shall not interfere with or interrupt school operations. Any representative of the Association not employed by the District ~~will contact the building administrator,~~ upon entering ~~the a school building,~~ will check into the building in the usual procedure for visitors as established by the building or district.

Section 8. Information: The parties agree that the Association shall have access, upon written notice, to appropriate and available information necessary for the Association to exercise its responsibilities as exclusive representative.

Section 9. School Buildings and Facilities: The Association shall have the right, upon request, to reasonable use of school buildings and facilities subject to the right of the School Board to assess reasonable charges for additional custodian expenses or other additional operational expenses beyond normal maintenance costs resulting from such use provided further that said use shall not interfere with normal school activities or functions.

Section 10. Other Rights: Nothing contained herein shall be construed to deny or restrict to any *teacher*, rights he/she may have under the Minnesota School Laws or other applicable laws and regulations.

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Section 11. Association Leaves: At the beginning of every school year, the Association shall be credited with eighty (80) days of paid leave to be used by *teachers* who are officers or agents of the Association. Such leave shall be used as authorized by the Association president. The Association agrees to notify the School District at least forty-eight (48) hours prior to the date of such leave. The School District will provide the substitute teachers made necessary by this section.

Subd. 1. Time off for elected officers and/or appointed representatives of the exclusive representative is allowed with pay to a maximum of thirty (30) days per year. The remaining fifty (50) days will be charged to the exclusive representative at the substitute rate of pay. "Substitute rate of pay" means the rate provided to substitutes who have substituted the previous year for fewer than 50 days pursuant to School District Policy #417, Section 1.

Subd. 2. All requests for time off shall be in writing and shall include the names of the individuals and amount of time off required.

Subd. 3. The Association President shall designate the individuals and dates involved by notifying the Superintendent, or his/her designee, at least two (2) days prior to the absence whenever possible.

Section 12. Educational Growth and Development Council: The School Board established an Educational Growth and Development Council comprised of three (3) members appointed by the exclusive representative, and three (3) members appointed by the Superintendent. This committee is charged with the study of professional development in the District and with making recommendations to the Superintendent for action to improve professional growth and educational development among professional staff members. The organizational and procedural rules for its operations shall be developed by the Committee with the approval of the School Board and the Superintendent. The budget for the council shall be recommended by the Superintendent and subject to approval by the School Board.

Section 13. Association President: The Association President or his/her designee shall be a voting member of the Administrative Council. Time needed to attend these meetings shall not be deducted from Association Leave.

ARTICLE VI

LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: The District shall establish the school calendar for the coming school year, and the *teacher* shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

The length of the school year shall consist of 187 duty days for *teachers* including: student days, orientation and workshop days, and in-service training days as determined by the District. *Teachers* new to the system shall report for four (4) additional duty days at the beginning of the school year.

Regularly contracted *teachers* employed less than full time shall be compensated at their regular rate to attend orientation and workshop days, in-service training days and parent teacher conferences as determined by the Superintendent or his/her designee.

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Section 2. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the *teacher* shall perform duties on such other days in lieu thereof as the School District shall determine, if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof, the School District shall afford to the Association the opportunity to meet and confer on such matters.

Section 3. Meet and Confer: Prior to establishing the calendar in Section 1 hereof or adjusting it in Section 2 hereof, the School District shall afford the Association the opportunity to meet and confer regarding such matters.

ARTICLE VII

HOURS OF SERVICE

Section 1. Basic Day: The *teacher's* basic day, inclusive of lunch, shall be eight (8) hours. Under normal conditions, other than lunch, such hours shall be consecutive. However, this shall not prohibit the School District from employing an individual *teacher* on a split day if the teacher and the District so agree.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours of each building will be designated by the School District. Opportunity will be afforded to the Association to meet and confer with the School District on building hours.

Section 3. Additional Activities: In addition to the basic school day, *teachers* may be required to reasonably participate in school activities beyond the *teacher's* basic day to attend to those matters requiring their attention including consultation with parents, faculty meetings, open houses, curriculum meetings and other professional teaching responsibilities, when such activities cannot reasonably be scheduled during the regular work day.

Section 4. Duty Free Lunch: *Teachers* shall have a duty free lunch period of not less than thirty (30) minutes, except in cases of emergency.

Section 5. Preparation Time and Assignments:

Subd. 1. Teaching and classroom assignments shall be designated by the Superintendent or his/her designee. Normally, the teacher's basic day will include a minimum preparation time which will approximate fifty (50) minutes per day. At the secondary level, one (1) class period will constitute the preparation time.

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Subd. 2. At the elementary level, a full-time teacher shall be provided with preparation time during the student day as per the following:

- a. Preparation time will be provided through the use of music, physical education and media specialists.
- b. The District shall provide substitute teachers due to the absence of specialists in the areas of physical education, music, and media when specialist's teaching activities on that particular day(s) provide preparation time for the classroom teacher.
- c. A full-time elementary teacher shall receive a minimum of 3-3/4 hours of instructional preparation time per week during the elementary student day.
- d. The School District will attempt, consistent with the needs of the program, to provide preparation time during the elementary day in useable blocks of not less than 30 minutes each whenever feasible.

Subd. 3. Changing methods of instruction and scheduling may result in variations of the preparation time on a day to day basis. However, under no circumstances can preparation time be reduced when averaged on a weekly (five-day) basis or other scheduling cycle which may be employed. During this prep time, the teacher will be available for parent conferences, for individual help for students, for faculty, department or curriculum meetings and such other District related business which cannot reasonably be scheduled at another time.

ARTICLE VIII

BASIC COMPENSATION

Section 1. Rates of Pay:

Subd. 1. Schedules: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the ~~2009-10~~ 2011-2012 school year and the wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the ~~2010-2011~~ 2012-2013 school year, ~~subject to the right of the District to withhold, for just cause, increases in the form of increments or lane changes.~~

Subd. 2. Advancement: *Teachers* shall ~~not~~ advance on the salary schedule one (1) step for the ~~2009-10~~ 2011-12 school year, with the step advancement, including advancement on the longevity schedule, occurring on January 23, 2012 (notwithstanding the terms of the longevity provision in Schedule A). *Teachers* shall advance on the salary schedule one (1) step, including advancement on the longevity schedule, for the ~~2010-11~~ 2012-2013 school year, ~~subject to the right of the District to withhold increment or lane change salary increases for just cause as defined in this section.~~ according to the structure of the 2011-2012 salary schedule. Each *teacher* will then be placed on the 2012-13 salary schedule at the corresponding rate of pay as determined by making the step movements on the 2011-12 schedule. Minimum number of days worked to be eligible for step movement are governed by this Agreement, below.

Subd. 3. Withholding of Increments: Step movements as provided in this Agreement are subject to the right of the District to withhold, for just cause, increases in the form of increments or lane changes. Such increase shall not be withheld unless the *teacher* is notified of the deficiency in writing and given reasonable opportunity to correct such deficiency. If, thereafter, the District decides to withhold the increment or lane change salary increase it shall notify the *teacher* and Association in writing. An action withholding an

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increment or lane change salary increase shall be subject to the grievance procedure. A *teacher* who has had a lane change or increment withheld pursuant to this section may seek reinstatement to his/her normal position on the salary schedule no sooner than twelve (12) months after the withholding action, providing there is affirmative evidence of correction of the deficiency as determined by the Superintendent.

Subd. 4. 2011-2012 Lump Sum: For the 2011-2012 school year only, there will be a one-time lump sum payment of \$500 made to all teachers who were placed on Step 12 (or above) of the 2011-2012 salary schedule for the entirety of the 2011-2012 school year (i.e., all employees not making step movements onto Step 12 during the course of the year according to the terms of this Agreement, above).

Section 2. Status of Salary Schedule: The salary schedule shall not be construed to be a part of the *teacher's* continuing contract. In the event a successor Agreement is not entered into prior to the commencement of school in ~~2011~~ 2013, no adjustment shall be made in step position in a *teacher's* compensation, but horizontal lane changes shall be granted pursuant to this Agreement until a successor Agreement is negotiated.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a *teacher* on the appropriate salary schedule.

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the *teacher's* assignment.

Subd. 2. Grade and Credits: All of the credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of C or higher. Credits to apply to lanes beyond a particular degree lane must be earned subsequent to the earning of the degree. "Credits" in this Article shall mean semester credits or their equivalent, and must be taken through an accredited college or university. All others are at the discretion of the Superintendent or designee.

Subd. 3. Lane Change Credits: Courses provided by the School District staff development program may be applied toward a local salary lane change. These courses must be pre-approved by the Superintendent or his/her designee and the School Board. *Teachers* will be allowed ten lane change credits between the BA and MA step and ten more after the master's degree has been completed under this subdivision.

Subd. 4. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent or his/her designee in writing prior to the taking of the course. A *teacher* taking a course without receiving prior approval does so at his/her own risk.

Subd. 5. Effective Date: The training level of the *teacher* as of July 30 or September 15 will be the basis of pay for that school year, except eligible credits submitted by February 15 shall be counted in determining the basis of pay for the second semester. Applications for a salary adjustment due to a change in the training level of a *teacher* shall be made to the Superintendent by the submission of an official transcript prior to July 30 or September 15 for first semester and prior to February 15 for second semester adjustment. If an official transcript is not available by these dates, other satisfactory evidence of the completion of a course will be recognized pending the receipt of the official transcript. However, the salary adjustment shall not be made until the official transcript is received, at which time the salary adjustment will be retroactive.

Subd. 6. Advanced Degree Program: A *teacher* shall be paid on an advanced degree lane only if

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the degree program is in the current teaching licensure and the degree program is approved in writing by the Superintendent in advance.

Subd. 7. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any *teacher* of any salary schedule placement already recognized and actually being paid.

Subd. 8. Prior Experience: Credit for prior teaching experience in school systems (including ISD 831 or other school system) or in other related fields of endeavor will be granted ~~in the following manner:~~

- a. ~~A *teacher* who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and the *teacher*.~~
- b. A *teacher* with previous teaching experience in School District #831, if re-employed, will upon return to the system be placed on the salary schedule at least one (1) step above the step they occupied at the time they left the District provided the step advancement is consistent with operation of this Agreement for others in the bargaining unit who are similarly situated.

Subd. 9. Minimum Service: To receive a year of credit for experience, a *teacher* must teach at least eighty-seven (87) days during a school year under contract in the School District.

Subd. 10. Definition: ~~“Credits” in this Article shall mean semester credits or their equivalent, and must be taken through an accredited college or university. All others are at the discretion of the Superintendent or designee.~~

Section 4. Regular Teacher Substituting:

Subd. 1. Secondary: In those cases where regular substitutes are not available and a teacher serves as a substitute during his/her preparation time along with his/her regular duties, said teacher will be paid at the miscellaneous rate of pay for each period substituted or prorata portion thereof.

Subd. 2. Elementary: In elementary schools, when a teacher is assigned students from another class, because a regular substitute is not available, such teacher shall be paid at the miscellaneous rate of pay per clock hour for substitute work or prorata portion thereof.

Subd. 3. A teacher who substitutes may elect compensatory time as per this Article, Section 9 § in lieu of monetary payment.

Section 5. Payroll Deduction: Whenever payroll deduction is necessary for absence without pay, 1/187 of the teacher's annual basic salary shall be deducted for each day's absence.

Section 6. Schedule of Payment and Payment Practices:

Subd. 1. Number of Payments: The teacher's annual salary shall be payable in twenty-six (26) equal installments. All teachers will be paid in twenty-six (26) equal installments only.

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Subd. 2. Pay day: Pay day shall be every other Friday. The maximum number of pay days per year shall be twenty-six (26). The initial pay date shall be established by Superintendent regulation and be on a regular scheduled rotation as per Article VIII, Section 6, Subd. 1.

Subd. 3. Summer Checks Payrolls: All summer checks compensation amounts shall be available ~~for pick up or mailing~~ deposited according to the normal direct deposit procedures to the teacher no later than the second payroll period in June. ~~Summer checks not claimed at that time shall be mailed to the teacher on regular payroll dates.~~

Subd. 4. Direct Deposit: All teachers shall use direct deposit.

Section 7. Part-Time Teachers: Part-time teachers employed less than 600 hours per year shall be compensated at a rate as provided in School District policy.

~~Section 8. Substitute Teachers: Substitute teachers shall be compensated at a rate not less than that provided in current School District policy.~~

Section 9 8. Compensating Hourly Substitutes and Compensatory Time: Compensatory leave will be granted for the following reasons:

- a. Assignment of a teacher to a class during a designated preparation period;
- b. Assignment of another regular class to a classroom teacher because a regular substitute is not available;
- c. Assignment of a teacher by a principal and/or designee to do peer observations during a designated preparation period;
- d. Assignment of a teacher to a concert or school program outside the regular school day unless compensated under Schedule C of this Agreement (maximum of 2.5 hours per event); or
- e. Assignment of a teacher to more than one (1) open house per year (maximum of 2.5 hours per event).
- f. Peer review observations: Up to sixty (60) minutes per year can be accrued by a teacher by observing another teacher to fulfill the requirements of the observation option Part 3.A. of the Peer Review Agreement between the School District and the Association.

Subd. 1. After accumulation of three hundred sixty-eight (368) minutes of hourly substitution without pay, the teacher shall be eligible to receive one (1) day of compensatory leave.

Subd. 2. During and after accumulation of the three hundred sixty-eight (368) minutes, the teacher has the option of being paid as a substitute teacher or taking the compensatory leave. Maximum accumulation of this type of leave is ~~three (3)~~ four (4) days per school year. Time earned beyond this four-day maximum will be compensated at the substitute rate of pay. "Being paid as a substitute teacher" means the rate provided to substitutes who have substituted the previous year for fewer than 50 days pursuant to School District Policy #417, Section 1. All compensatory forms must be submitted during the fiscal year they were earned. (July 1-June 30). All compensatory time earned prior to June 15, 2012 must be turned in by June 15, 2012. This comp time can be used for a maximum of four (4) comp days, which must be used or converted to pay at the substitute rate by June 30, 2014. Any remainder beyond the four days will be compensated at the sub rate of pay. All such previously accrued comp time may be compensated at the sub rate and need not be taken as leave time.

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Subd. 3. Not more than 5% of teaching staff will be allowed compensatory leave and/or personal leave on any given day.

Subd. 4. Approval of leaves is dependent on availability of suitable substitutes. At least five (5) days' advance notice is required.

Subd. 5. Leave will not be granted during the first five (5) days and last five (5) days of any school year unless mutually agreed by both parties.

Subd. 6. Compensatory leave may be taken in any time increments that have been accrued pursuant to Subd. 2, 3 and 5.

Subd. 7. The teacher who substitutes during his/her preparation period and requests that they be paid the miscellaneous rate of pay, must submit their request form within the same fiscal year (July 1 – June 30), ~~or the time will be considered compensatory time.~~

ARTICLE IX

EXTRA COMPENSATION

Section 1. Additional Assignments: Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract unless expressly so provided in the individual contract.

Section 2. Noncurricular Compensation: The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Agreement for the ~~2009-10 and 2010-11~~ 2011-12 and 2012-13 school years.

Section 3. Assignment of Noncurricular Duties: The School District may assign the teacher to noncurricular or other assignments, subject to established compensation for such services. An assignment shall not be made without agreement of the teacher except when no qualified teacher is willing to assume the assignment. In such case, the assignment shall be only on a year to year basis by letter of assignment until a qualified teacher is available to accept the assignment. In the event that involuntary assignments are necessary, such assignments shall be rotated as equitably as practicable among the eligible teachers, giving consideration to a teacher's training, experience, aptitude, and teaching load.

Section 4. Extra Class: In the event a full-time teacher is required to teach an extra, regular, full-time class, such teacher shall be compensated at the rate of 1/6 of his/her salary. In the event the extra class assignment is for less than a year, it shall be prorated accordingly. However, in no instance, shall a teacher be assigned an extra class two years in succession unless the teacher agrees to the assignment.

Section 5. Extended Employment: "Extended employment" is defined as work beyond the basic contract year as defined in Article VI herein, and when such work is included in the teacher's individual contract, the teacher shall be compensated as follows:

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weeks worked
weeks in regular contract X salary from schedule
year (37.4)

However, the salary as arrived at by such formula shall not exceed \$1025.00 per week for the ~~2009-10 school year~~ and ~~\$1025.00 per week for the 2010-11 school year~~ 2011-12 and 2012-13 school years based on a regular day as defined in Article VII, Section 1. In the event the duty day is less than the regular duty day, the compensation and maximum shall be prorated accordingly.

Section 6. Compensation for Secondary Therapeutic Center (Level V EBD) Teachers/Senior High School Deans. ~~Each Secondary Therapeutic Center (Level V EBD) Teacher hired prior to July 1, 2007 and Senior High Deans shall have additional compensation for the contract year with the following stipulations:~~

~~Subd. 1. Each Secondary Therapeutic Center (Level V EBD) Teacher hired prior to July 1, 2007 and Senior High School Deans shall have an additional \$2,500 added to their base pay for the contract year.~~

~~Subd. 2. Each Secondary Therapeutic Center (Level V EBD) Teacher hired prior to July 1, 2007 shall have the potential to earn up to \$3,500 each year based on a performance evaluation completed by the Director of Special Education. Senior High School Deans shall also have the potential to earn up to \$3,500 each year based on a performance evaluation completed by the High School Principal.~~

~~Subd. 3. The additional compensation granted under this Section for assigned additional duties and pay for performance is in lieu of any other forms of compensation including compensatory time.~~

~~NOTE: EFFECTIVE JULY 1, 2007 ALL NEW HIRES OF SECONDARY THERAPEUTIC CENTER (LEVEL V EBD) TEACHERS WILL NOT BE ELIGIBLE FOR THIS COMPENSATION.~~

Section 7. Compensation for Junior High School Counselors. Each junior high school counselor shall have additional compensation for the contract year. The junior high school counselors shall have the potential to earn up to \$2000 each year based on a performance evaluation completed by the junior high school principal.

Section 8. Compensation for Curriculum Coordinators. Each Curriculum Coordinator shall have additional compensation for the contract year with the following stipulations:

Subd. 1. Each Curriculum Coordinator shall have four (4) weeks of extended employment as defined in Section 5 above.

Subd. 2. Each Curriculum Coordinator shall have an additional \$2,500.00 added to their base pay for the contract year.

Subd. 3. Each Curriculum Coordinator shall have the potential to earn up to \$3,500.00 each year based on a performance evaluation completed by the Director of Teaching and Learning.

Subd. 4. The additional compensation granted under this Section for assigned additional duties and pay for performance is in lieu of any other forms of compensation including compensatory time.

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Section 9. Consideration for Compensation: The District may consider additional compensation to maintain or transfer an individual teacher in a teaching area where it is difficult to find suitable replacements. Any additional compensation can only be implemented by mutual agreement with the School District and the Forest Lake Education Association.

ARTICLE X

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District subject to the right of the Association to meet and confer on such matter.

Section 2. Medical-Hospitalization Insurance - Health Maintenance Organizational Plans:

Subd. 1. Single Coverage: The School District shall pay the premium for single medical-hospitalization insurance for all full-time teachers employed by the School District who qualify for and are enrolled in the plan.

Subd. 2. Dependent Coverage: ~~The School District shall contribute a sum not to exceed \$451.00 per month toward the premium for dependent medical hospitalization insurance for all full-time teachers employed by the School District who qualify and are enrolled in the plan. Effective at the beginning of the 2010-11 school year, the School District shall contribute a sum not to exceed \$496.00 per month toward the premium for dependent medical hospitalization insurance for all full-time teachers employed by the School District who qualify and are enrolled in the plan.~~

The School District shall contribute a sum not to exceed the following per month for dependent coverage in addition to the premium for single coverage for all full-time teachers employed by the School District who qualify for and are enrolled in the plan.

Effective at the beginning of the 2011-12 school year: \$496.00

Effective at the beginning of the 2012-13 school year: \$571.00

Section 3. Flexible Benefit Plan: The School District shall sponsor a Flexible Benefit Plan.

Section 4. Health Care Reimbursement Plan: The School District shall sponsor a Health Care Reimbursement Plan which will either make direct payment or provide reimbursement for hospital-medical and dental insurance and other eligible health care expenses as defined under the provisions of the School District's Health Care Reimbursement Plan. The maximum contribution to the Plan by the District on behalf of each eligible *teacher* who is enrolled in the plan shall not exceed \$850.00 per contract year.

Subd. 1. All other terms and conditions of the Plan, including but not limited to maximum reimbursements and other administrative procedures, shall be set forth under the provisions of the Plan document.

Subd. 2. The Health Care Reimbursement Plan Account of each eligible *teacher* who is enrolled in the Plan shall be credited with \$850.00 per contract year in equal installments beginning with the first pay date in September.

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Subd. 3. Eligibility shall be governed by Section 9 of Article X, Group Insurance.

Section 5. Retirement Health Care Savings Account (RHCSA): The School District shall sponsor a RHCSA whereby 1% of a *teacher's* base salary will go into their RHCSA. This coverage becomes effective at the beginning of the 9th year of teaching in the District.

Section 6. Dental Insurance:

Subd. 1. The School District shall pay the premium for single dental insurance for all full-time *teachers* employed by the School District who qualify for and are enrolled in the plan.

Subd. 2. Teachers who are enrolled in the plan are eligible for dependent coverage at the employee's expense.

Subd. 3. Eligibility shall be governed by Section 9 of Article X, Group Insurance.

Section 7. Income Protection Insurance:

Subd. 1. The School District shall deduct from the *teacher's* paycheck the premium for the current long-term disability plan in effect in the School District for which the teacher is qualified. This deduction shall be made in after tax dollars. All full-time teachers who qualify for and are enrolled in the plan shall participate in the district long-term disability policy coverage.

Subd. 2. Such policy provides for a sixty (60) calendar day waiting period and 2/3 of base salary as determined by Salary Schedule A or B, subject to coordination and limitations as provided in said policy.

Section 8. Life Insurance: The School District will purchase a group term life insurance policy in the amount of \$100,000 for each eligible *teacher* who qualifies for and is enrolled in the plan. The policy shall contain provisions for double indemnity in the case of accidental death, benefits for loss of sight and/or dismemberment and waiver of premium in case of total disability.

Section 9. Eligible Teachers:

Subd. 1. Regularly contracted full-time *teachers* shall be eligible for benefits as outlined in this article.

Subd. 2. Regularly contracted *teachers* employed less than a full day but at least 600 hours per year shall be eligible for fifty (50%) percent of the School District contribution for medical-hospitalization and fifty (50%) percent of the School District contributions for dental insurance and fifty percent (50%) of the School District contributions to health care reimbursement as provided in Sections 2, 4, 5, and 6 of this article, but shall not be eligible for income protection insurance, Section 7, or life insurance, Section 8, of this article.

Subd. 3. Teachers employed less than 600 hours per year shall not be eligible for any benefits in this article.

Subd. 4. For purposes of this section, a full-time *teacher* shall mean teachers who provide services

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for the full school year and full school day as defined in Article VI and VII hereof.

Subd. 5. In determining eligibility, the extent and duration of employment as anticipated at the time of commencement of employment shall govern a *teacher's* eligibility within the meaning of Subd. 4 hereof.

Subd. 6. Long-term substitutes employed for the full school day and with anticipated employment of at least 600 hours per year shall be eligible for all insurance benefits as outlined in this article. A substitute teacher with anticipated employment of less than 600 hours per year shall not be eligible for any insurance benefits provided in this article.

Section 10. Claims Against the School District: The parties agree that any description of insurance benefits contained in this article are intended to be informational only and the eligibility of any *teacher* for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 11. Insurance Application: From the date of disability, the School District will continue its contribution for all group insurance coverage outlined in this article for a period not to exceed six (6) months.

Section 12. Duration of Insurance Contribution: A *teacher* is eligible for School District contribution as provided in this article as long as the *teacher* is employed by the School District. Upon termination of employment, all School District participation and contribution shall cease, effective on the last working day, except that a *teacher* who completed the full school year shall be eligible for twelve (12) months of coverage.

Section 13. Continued Coverage: A *teacher* shall be eligible to continue participation in the School District group hospitalization-major medical insurance plan, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance under the following circumstances:

- a. The *teacher* retires early pursuant to Article XV of this Agreement,
- b. The *teacher* retires prior to age 65 and is not eligible for the early retirement provisions of Article XV, but is at least fifty-five (55) years of age and has completed at least ten (10) years of continuous service in the School District,
- c. The *teacher* is on unrequested leave of absence,
- d. The *teacher* is disabled beyond six (6) months,
- e. The *teacher* is on an approved leave of absence without pay.

It is the responsibility of the *teacher* to make arrangements with the District business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right of participation pursuant to this section shall not be retroactive in application.

Section 14. Survivor Benefits: In the event that a *teacher* dies while in the employ of the School District, the deceased *teacher's* dependent spouse and children shall be eligible for continued District paid group health insurance benefits pursuant to all State and Federal statutes and any accrued benefits in the Health Care Reimbursement Plan.

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ARTICLE XI

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time *teachers* shall earn sick leave at the rate of fifteen (15) days for each year of service in the employ of the School District. *Teachers* on an extended employment contract shall earn additional sick leave at the rate of one (1) day for each twenty (20) days of extended employment.

Subd. 2. Unused sick leave days may accumulate according to the following schedules:
For employees hired prior to January 1, 1987:

<u>Fiscal Years</u>	<u>Maximum allowable accumulated sick days</u>
2006-07 through 2010-11	320
2011-12 and thereafter	285

Employees hired after January 1, 1987 may accumulate a maximum of 285 sick days.

Subd. 3. Sick leave pay shall be allowed by the School District whenever a *teacher's* absence is due to illness which prevented his/her attendance at school and performance of duties on that day or days or as otherwise allowed under the provisions of this section.

Subd. 4. In the event of concern regarding abuse of sick leave, the School District may require that *teacher* to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 5. In the event that a medical certificate will be required, the *teacher* will be so advised at the time the illness is reported.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the *teacher*.

Subd. 7. Sick leave may also be used for illness of a *teacher's* child who is under 18 years of age or under 20 years of age and is still attending a secondary school.

Subd. 8. Sick leave, up to five (5) days per year, may also be used for illness involving the *teacher's* spouse or parent. The specific amount of leave allowed under this section shall be within the discretion of the Superintendent.

~~Subd. 9. Each teacher will be notified on or before the end of the second pay period in September as to his/her accumulated number of sick leave days.~~

~~Subd. 10 9. A *teacher* may utilize available sick leave subject to the provisions of this section and Section 6, hereof, for periods of disability relating to pregnancy, miscarriage, abortion or child birth. Such a~~

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teacher shall notify the Superintendent in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave and also, at such time shall provide a physician's statement indicating the estimated date of delivery of the child and estimated time of disability.

Subd. ~~11~~ 10. At the time a *teacher* becomes eligible to receive long-term disability compensation as provided in this Agreement, such *teacher* may continue to use accrued sick leave on a prorated basis, provided the combined benefit does not exceed 100% of salary.

Subd. ~~12~~ 11. When a *teacher* is injured on the job in the service of the School District and collecting workers' compensation insurance as well as drawing on sick leave and receiving full salary from the School District, the salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Subd. ~~13~~ 12. A *teacher* in the School District shall be permitted to utilize the annual fifteen (15) day accrual, in advance of accrual. However, actual sick leave payment shall not be made until he/she has performed his/her duties for at least three (3) working days. In the event that such days are utilized prior to the earning thereof, such days will be deducted from future accumulations. In the event that a *teacher* who has been permitted to utilize sick leave in advance of accrual under these provisions should leave the employ of the School District, he/she shall be liable to the School District for any sick leave pay advanced beyond his/her earned accrual. Sick leave days shall not accumulate during a period of time when a teacher is on unpaid leave or long-term disability.

Subd. ~~14~~ 13. The School District may, in its sole discretion, grant sick leave beyond the *teacher's* accrual in special circumstances. The teacher shall be liable to the School District for any sick leave pay advanced under this subdivision.

Subd. ~~15~~ 14. The School District reserves the right to require an examination and/or consultation by a qualified physician, selected by the *teacher* from a list of three physicians supplied by the School District, as a condition of payment of sick leave under this section, the expense of such exam and/or consultation to be borne by the School District.

Section 2. Sick Leave Buy Back: The School District will buy back a specific number of unused sick leave days from a *teacher* who has used a minimum amount of sick leave in a contract year. The School District will pay the *teacher* the substitute teacher's rate for each day the District buys back according to the following schedule:

<u>DAYS OF SICK LEAVE USED DURING EACH CONTRACT YEAR</u>	<u>NO. OF DAYS THE SCHOOL DISTRICT WILL BUY BACK AT THE SUBSTITUTE TEACHER RATE</u>
0	4
1	3
2	2
3	1

"Substitute teacher's rate" means the rate provided to substitutes who have substituted the previous year for fewer than 50 days pursuant to School District Policy #417, Section 1.

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Section 3. Bereavement Leave:

Subd. 1. In the case of death in the immediate family (“immediate family” shall mean the *teacher's* spouse, child, parent, parent-in-law, brother, sister, or son/daughter-in-law) up to five (5) days will be allowed per death without deduction in pay.

Subd. 2. In the case of death in the close family (“close family” shall mean the *teacher's* brother-in-law, sister-in-law, grandparents and grandchildren) up to two (2) days will be allowed per death without deduction in pay.

Subd. 3. Days granted under this section shall not be deducted from sick leave. The particular amount of leave permitted under this section shall be at the discretion of the Superintendent depending upon the circumstances surrounding the death.

Section 4. Emergency Leave:

Subd. 1. A *teacher* may be granted a leave with pay at the discretion of the Superintendent up to two (2) days per year, nonaccumulative, for situations that arise requiring the *teacher's* emergency attention which cannot be attended to when school is not in session and which are not otherwise covered under other policies. Days used will be deducted from sick leave.

Subd. 2. Deaths, funerals, court appearances, and estate settlements are examples of situations for which this leave may be granted at the discretion of the Superintendent.

Subd. 3. Requests for emergency leave must be made in writing to the Superintendent at least three (3) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. The Superintendent reserves the right to refuse to grant such leave if, under the circumstances involved, the Superintendent determines that such leave should not be granted. The reason for denial shall be made in writing if requested by the *teacher*.

Subd. 4. An emergency leave day normally shall not be granted for the day preceding or the day following holidays or vacations, nor the first five (5) days or the last five (5) days of the school year.

Subd. 5. Additional emergency leave may be granted in extreme emergencies at the discretion of the Superintendent.

Section 5. Military Leave: Military leave shall be granted to a teacher pursuant to M.S. Chapter 192 and other applicable law. Pursuant to Minn. Stat. 471.975:

Subd. 1. Subject to the limits of Subdivision 2, the District will pay to each eligible member of the National Guard or other reserve component of the armed forces of the United States an amount equal to the difference between the *teacher's* basic active duty military salary and the salary the *teacher* would be paid as an active District employee, including any adjustments the *teacher* would have received if not on leave of absence. The pay differential will be based upon a comparison between the *teacher's* daily rate of active duty pay, calculated by dividing the *teacher's* military monthly salary by the number of paid days in the month, and the *teacher's* daily rate of pay for the *teacher's* District salary, calculated by dividing the *teacher's* total District salary by the number of contract days. The

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teacher's salary as a District employee includes the *teacher's* basic salary and any additional salary the teacher earns from the District for noncurricular activities. The differential payment under this paragraph is the difference between the daily rates of pay times the number of District contract days the *teacher* misses because of military active duty. This payment will be made only to a *teacher* whose basic active duty military salary is less than the salary the *teacher* would be paid as an active District employee. Payments may be made at the intervals at which the *teacher* received pay as a District employee. Payment under this section will not extend beyond four years from the date the *teacher* reported for active service, plus any additional time the *teacher* may be legally required to serve.

Subd. 2. The District will continue the *teacher's* enrollment in health and dental coverage, and the employer contribution toward that coverage, until the *teacher* is covered by health and dental coverage provided by the armed forces. If the *teacher* had elected dependent coverage for health or dental coverage as of the time that the *teacher* reported for active service, the District will offer the *teacher* the option to continue the dependent coverage at the *teacher's* own expense. The District will permit the *teacher* to continue participating in any pretax account in which the *teacher* participated when the *teacher* reported for active service, to the extent of employee pay available for that purpose.

Subd. 3. An eligible member of the reserve components of the armed forces of the United States is a reservist or National Guard member who was an employee of the District at the time the member reported for active service on or after May 29, 2003, or who is on active service on May 29, 2003.

Subd. 4. For purposes of this section, "active service" has the meaning given in Minnesota Statutes Section 190.05, subdivision 5, but excludes service performed exclusively for purposes of:
(1) basic combat training, advanced individual training, annual training, and periodic inactive duty training;
(2) special training periodically made available to reserve members; and
(3) service performed in accordance with section 190.08, subdivision 3.

Section 6. Child Care Leave:

Subd. 1. A *teacher* shall be granted a child care leave of absence according to the procedures outlined in this section. This leave shall be granted to one (1) parent for the purpose of maternity or care of a pre-school child provided such parent is caring for the child on a full-time basis.

Subd. 2. A pregnant *teacher* shall notify the Superintendent in writing not later than the end of the sixth month of pregnancy and also, at such time, provide a physician's statement, indicating the estimated date of delivery of the child. A male *teacher* shall make a request for such leave not less than ninety (90) days in advance of usage. The *teacher* shall submit a written request to the Superintendent for child care leave, including commencement date and return date. Once a child care leave commences pursuant to this section, a *teacher* shall not be eligible for sick leave pursuant to Section 1 hereof.

Subd. 3. The effective beginning date of such leave and its duration shall be determined by the Superintendent and submitted to the School Board for its action. In recommending the date of commencement and duration of the leave, the Superintendent shall review each case on its individual merits taking into consideration the following:

1. The continuity of the instructional program for the students. Child care leave dates should normally coincide with the start of the school year or the beginning of a marking period,

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2. The desires of the *teacher*,
3. The specific employment duties of the *teacher* involved,
4. The health and welfare of the *teacher* or unborn child,
5. The recommendation of the *teacher's* physician,
6. Any other relevant criteria.

Subd. 4. In making a determination under Subd. 3 concerning the commencement and duration of a child care leave of absence or resignation if the *teacher* elects to resign, the School Board may, but shall not in any event be required to:

1. Grant any leave more than twelve (12) months in duration,
2. Permit the *teacher* to return to employment prior to the date designated in the request for a child care leave, unless by mutual agreement of the teacher and the School District.

Subd. 5. If the *teacher* complies with all provisions of this section, the School Board shall notify the *teacher* in writing of its action on the requested leave.

Subd. 6. A *teacher* returning from child care leave shall be re-employed in a position for which the *teacher* is qualified commensurate with a position occupied prior to the leave, subject to the following conditions:

1. That the position has not been abolished pursuant to M.S. 122A.40,
2. That the *teacher* is not physically or mentally disabled from performing the duties of such position.

Subd. 7. Failure of the *teacher* to return pursuant to the date determined in this section may constitute grounds for termination in the School District pursuant to M.S. 122A.40.

Subd. 8. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay or fringe benefits.

Section 7. Adoption Leave:

Subd. 1. Adoption leave for a pre-school age child shall be granted by the School District pursuant to applicable provisions of Section 6 and this section.

Subd. 2. Upon learning of the date of adoption, the *teacher* shall submit a written application for adoption leave to the School District.

Subd. 3. Adoption leave will commence at the date of adoption and may be for a period of up to one (1) year.

Subd. 4. Paid leave of up to five (5) days per adoption may be granted to an adoptive parent. Such days must be used within 20 days of the date of adoption and shall be deducted from the *teacher's* sick leave balance.

Subd. 5. Paid leave of up to two (2) days per adoption shall be granted to adoptive parents for required court appearances prior to the adoption. Such leave shall be deducted from the *teacher's* sick leave balance.

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Section 8. Medical Leave:

Subd. 1. A continuing contract *teacher* who is unable to teach because of illness or injury and has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon written request, be granted a medical leave of absence, without pay, up to one (1) year. The School District may, in its discretion, renew such a leave.

Subd. 2. A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the *teacher* is expected to be able to assume his/her normal responsibilities.

Subd. 3. A *teacher* who fails to comply with the provisions of this section shall be terminated by the School District. If a *teacher* is not granted a renewal of a medical leave of absence, at the discretion of the School District, such *teacher's* employment may be terminated pursuant to M.S. §122A.40.

Section 9. Sabbatical Leave:

Subd. 1. A sabbatical leave may be granted to *teachers* in the School District for the purpose of professional improvement, subject to the provisions of this section and pursuant to M.S. §122A.49.

Subd. 2. To be eligible for sabbatical leave, a *teacher* must have been consecutively employed as a full-time teacher for at least seven (7) years in the School District.

Subd. 3. Application for sabbatical leave shall be submitted in writing to the Superintendent no later than February 1 of the previous year. The application for sabbatical leave shall contain a detailed description of intended activities and expected benefits to the School District. The proposed program must be approved in advance by the Superintendent and the School Board. Any other procedure of applying for sabbatical leave and for determining the distribution of such leave shall be established by the Superintendent. Applicants shall receive written notification on or before May 1 following application for sabbatical leave.

Subd. 4. The granting of such leave shall be at the discretion of the School Board and shall normally not exceed two (2%) percent of the teaching staff in the school year in which the request is made. The decision of the School Board to grant or deny a sabbatical leave shall not be subject to the arbitration clause of the grievance procedure.

Subd. 5. The allowance granted to a *teacher* on sabbatical leave shall be one-half (1/2) of the basic contract salary (not including any noncurricular pay) of the teacher for the school year in which the application for sabbatical leave is made.

Subd. 6. A *teacher* receiving a sabbatical leave of absence must agree in writing to return to the School District for at least two (2) years of service after completion of the sabbatical leave. A *teacher* who has received a sabbatical leave and fails to complete two (2) years of service within the School District, for any reasons other than the *teacher's* incapacity to teach, shall refund those monies received from the School District for sabbatical leave, and said monies shall be due and payable to the School District forthwith upon the cessation of employment in the School District.

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Subd. 7. Upon satisfactory completion of a sabbatical leave, the *teacher* shall be assigned to a position commensurate to that occupied prior to the leave or such other position as agreed by the teacher and the School District.

Subd. 8. A *teacher* on sabbatical leave shall retain such amount of emergency leave days and other accrued benefits which he/she had accrued, if any, at the time he/she went on sabbatical leave for use upon his/her return. No additional leave shall accrue for the period of time that a teacher is on sabbatical leave.

Subd. 9. A *teacher* is eligible to continue his/her group insurance benefits, if permitted by the terms of his/her policy, including School District contribution pursuant to Article X of this Agreement.

Subd. 10. A *teacher* returning from sabbatical leave will be placed on the salary schedule as if he/she had been teaching during the year of sabbatical leave.

Subd. 11. Prior to the commencement of a sabbatical leave, the Superintendent and the *teacher* shall meet and mutually agree upon a plan for a full-time program during the sabbatical leave and a method of reporting on the progress of sabbatical activity pursuant to Subd. 3 of this section. Submission of the agreed upon progress report indicating adherence to the full-time program during the duration of the sabbatical leave shall be a condition of payment pursuant to Subd. 5 of this section.

Section 10. Accrued Benefits: A *teacher* on unpaid leave shall retain such amount of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that any *teacher* is on leave under this section.

Section 11. Jury Duty Leave: A *teacher* who serves on jury duty shall be granted the day or days necessary, as stipulated by the court, to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event a *teacher* serves on jury duty pursuant to this section, the School District will compensate the *teacher* the difference between his/her regular salary and the amount received as jury duty pay. The *teacher* will retain mileage and expense allowances paid by the court.

Section 12. Personal Leave: At the beginning of every school year, each *teacher* shall be credited with one (1) personal leave day to be used at the discretion of the *teacher*. A full-time *teacher* with five (5) or more years of experience in the District shall be credited with one (1) additional personal leave day (2 days). A full-time *teacher* with fifteen (15) or more years of experience in the District shall be credited with an additional personal leave day (3 days).

Subd. 1. Limitations:

1. No more than five (5) percent of the *teaching* staff will be approved for personal leave and/or compensatory leave on a given day.
2. Requests for personal leave shall be made in writing to the Superintendent at least five (5) days in advance except in emergencies.
3. Approval of personal leave is contingent upon the availability of substitutes. Principals are to be notified in writing three (3) days in advance of request except in emergencies.
4. Leave will not be granted during the first five (5) days and last five (5) days of any school

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- year unless mutually agreed by both parties.
5. Requests for personal leave which would occur on scheduled School District in-service days listed on the school calendar shall be approved at the discretion of the Superintendent.
 6. Personal leave days may be taken in half or whole day increments.

Subd. 2. At the written request of the *teacher*, the School District will annually buy back any unused personal leave days at the current casual substitute teacher daily rate of pay. "Current casual substitute teacher daily rate of pay" means the rate provided to substitutes who have substituted the previous year for fewer than 50 days pursuant to School District Policy #417, Section 1.

Subd. 3. Unused or unsold personal leave days shall accumulate to a maximum credit of five (5) personal leave days per *teacher*.

Subd. 4. Any unused personal leave days not bought back by the School District as described in Subdivision 2 of this Section, or credited to the accrual as described in Subdivision 3 of this Section, shall annually be credited to accumulated sick leave.

Section 13. Eligibility: Leave benefits as outlined in this article shall apply to all *teachers* (defined in Article III, Section 3) as per the following stipulations:

Subd. 1. *Teachers* employed 187 full days shall be eligible for benefits as outlined in this article.

Subd. 2. Regularly contracted *teachers* employed less than a full day but at least 600 hours per year shall be eligible for the benefits of this article on a prorata basis.

Subd. 3. *Teachers* employed less than a full day and less than 600 hours per year shall not be eligible for any benefits in this article.

Subd. 4. For purposes of this section, a full-time *teacher* shall mean a teacher who provides services for the full school year and full school day as defined in Articles VI and VII hereof.

Subd. 5. In determining eligibility, the extent and duration of employment as anticipated at the time of commencement of employment shall govern a *teacher's* eligibility within the meaning of Subd. 4 hereof.

Subd. 6. Long-term substitutes employed for the full school day and with anticipated employment of at least 600 hours per year shall be eligible for leave benefits as outlined in this article. A substitute *teacher* with anticipated employment of less than 600 hours per year shall not be eligible for any leave benefits of this article.

Section 14. Seniority: For purposes of seniority standing, a *teacher* on leave, pursuant to this article, shall continue to accrue seniority during such leave of absence.

Section 15. Deadline for Written Notice of Return: A *teacher* taking a leave under the following sections of this Article must give written notice of intention to return according to the following schedule. A *teacher* taking a leave under Sections 6, 7, 9 or any other nonmedical unpaid leave granted by the School District in which the leave ends at the end of a school year, must confirm in writing his or her intention to return the following school year by

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March 1 of the leave year. *Teachers* taking a leave under Minn. Stat. § 122A.46 must provide written notice pursuant to the statute. Failure to provide such written notice will result in an automatic renewal of the leave for the following year. If the *teacher* has been on a leave for two years, failure to provide written notice will result in a nonrenewal of the leave and may result in termination. The School District agrees to inform the *teacher* of the notice deadline upon approval of the leave by the School District.

ARTICLE XII

VACANCIES AND TRANSFERS

Section 1. Publishing of Vacancies:

Subd. 1. Where a permanent vacancy in any professional position in the School District shall appear, the School District shall cause to be published a notice of such vacancy. The notice shall be delivered to the Association and its members via the School District e-mail system. No vacancies shall be filled until notice of such vacancies shall have been posted for at least ~~ten (10)~~ five (5) calendar days during the months of September through June. No posting period shall be required during the months of July and August. A position description and other pertinent information shall be accessible. The School District may fill vacancies temporarily, pending posting of vacancies and processing of applications. Vacancies of a temporary nature, defined as likely to exist for less than a year, need not be posted.

Subd. 2. Any teacher possessing the necessary qualifications may apply for a vacancy and all applications shall be carefully considered. All applications shall be in writing and shall set forth the position for which the applicant is to be considered.

Subd. 3. Unsuccessful candidates who have been interviewed for a position shall be so notified in writing within seventy-two (72) hours of the decision.

Subd. 4. In the event that a temporary position is later changed to a permanent status, the position shall be posted in accordance with Subd. 1. The current occupant of the position may reapply along with any other interested, qualified teachers in the District.

Section 2. Transfers - Voluntary:

Subd. 1. Teachers may apply for a transfer to a specified or unspecified location or assignment at any time during the school year. Transfer pertains to the movement of the members of the Association from one school site to another school site, but does not apply to a change in assignment at a particular school site nor to the assignment of a member of the Association to a particular classroom, grade level, or subject area. Changes in school assignment for teachers who are assigned to two (2) or more school sites or facilities shall not be considered transfers, providing they are still performing the same duties within the position.

Subd. 2. Teachers desiring a transfer shall submit a written request to the Superintendent stating the specific assignment or nature of the assignment and school or school preferred, if any.

Subd. 3. Each transfer applicant shall be notified of the status of his/her application on or before June 1 of the school year in which the request is made. In the event the request is denied, the applicant may request the reasons for denial.

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Section 3. Transfer - Involuntary:

Subd. 1. Notice of involuntary transfer shall be given to the teacher involved by June 1 whenever possible. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee, ~~at which time the teacher shall be notified in writing of reasons for the transfer.~~ In identifying one or more teachers for involuntary transfer, the district will consider seniority in addition to other factors relative to the educational needs of students, buildings, and programs. The district's decision regarding transfers will be final.

Subd. 2. ~~In considering the teacher(s) for involuntary transfer, those qualified teachers with lesser seniority shall be transferred first, except the School District may transfer a teacher of greater seniority, based upon the best interests of the educational program as solely determined by the School District.~~

Subd. 3. ~~If a vacancy is created in the area of assignment of an involuntarily transferred teacher, no appointment of a new teacher shall be made before first offering the transferred teacher an opportunity to return to his/her former position, provided the teacher makes such a request in writing, except the School District shall not be required to offer the transferred teacher an opportunity to return to his/her former position based upon the best interest of the educational program as solely determined by the School District.~~

Subd. 4.2. A teacher subject to involuntary transfer to a different building may receive up to one (1) day of leave with pay to visit the location of assignment to which the teacher has been transferred.

Subd. 5. ~~A teacher may file a grievance alleging violation of this section which may be processed in the grievance procedure to the Superintendent level. The decision of the Superintendent shall be final and binding, and the grievance may not be processed further.~~

ARTICLE XIII

MEET AND CONFER

Section 1. Pursuant to the P.E.L.R.A., the School District and Association agree to meet and confer. The parties to this process shall develop policies, procedures and desired outcomes for meet and confer sessions.

Section 2. The Association shall select representatives to meet and confer with representatives of the School District on matters not contained in this Agreement.

Section 3. The School District shall provide the facilities and set the time for such conferences to take place, provided that the parties shall meet together at least once each four (4) months, providing either party makes a request for such meetings, or at such times as may be mutually agreed by the parties.

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ARTICLE XIV

SEVERANCE FOR TEACHERS
WHO WERE EMPLOYED BY THE SCHOOL DISTRICT
PRIOR TO JANUARY 1, 1987

Section 1. Eligibility for Severance Pursuant to this Article: Subject to M.S. §465.72, full-time teachers who were hired prior to January 1, 1987, are at least fifty-five years of age and have either completed at least fifteen (15) years of continuous service with the School District or have completed at least twenty-five (25) qualifying years of teaching years of teaching service in Minnesota Public Schools (including not less than ten (10) years in the School District) shall be eligible for severance pay, pursuant to the provisions of this article, upon submission of a written resignation accepted by the School District. For the purposes of this section, "qualifying service" shall mean Minnesota teaching service as defined in Minnesota Statutes Section 354.05, Subd. 13 (TRA). Severance pay shall not be granted to any teacher who is discharged for cause by the School District under M.S. § 122A.40.

Section 2. Unused Sick Leave Pay for Severance:

Subd. 1. An eligible teacher upon retirement shall receive as severance pay the total number of his/her unused sick leave days not to exceed 187 days. The amount of pay for these days shall be the teacher's daily rate of pay upon retirement as defined by Section 4 3. The number of eligible unused sick leave days will be computed as of June 30 in the school year during which retirement is requested.

Subd. 2. Subject to the limitations included in this Article, the school district will contribute the value of the employee's severance pay directly into the retiree's accounts within the district's special retirement pay plan account. The retiree will not receive any direct payment from the school district for severance pay.

The school district's annual contribution into the retiree's special retirement pay plan account must not exceed the IRS contribution limit. If the amount calculated exceeds the available limits in the year of separation, the school district will make a contribution up to the IRS maximum into the retiree's special retirement pay plan account in the following year(s).

A teacher shall receive the severance pay in two (2) equal installments; the first one-half (1/2) shall be paid upon separation from the School District pursuant to the article, and the second one-half (1/2) shall be paid January 1 of the following calendar year.

Section 4-3. Daily Rate of Pay: In applying these provisions, a *teacher's* daily rate of pay shall be the daily rate during the last full school year that the *teacher* performed service in the School District as provided in the basic salary schedule for said school year and shall not include any additional compensation for non-curricular activities, extended employment or other extra compensation. Such daily rate of pay shall be multiplied by the number of days as provided in Section 2, hereof.

Section 5 4. School District Maximum Obligation: Notwithstanding any other provisions of the article, the School District's maximum obligation to severance pay shall not exceed the sum of \$800,000 in any one fiscal year.

In the event that application of eligible teachers submitted pursuant to this article would otherwise constitute a liability to the School District in excess of the limitations as contained in this section, the amount each teacher would be eligible to receive under the terms of this article shall be reduced to proportionate share of the School

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District's annual liability not withstanding Section 2, subd. 2 of this Article. However, those teachers, if any, receiving a reduced proportionate share in one fiscal year will have priority to receive the reduced amount in the following fiscal years prior to any teachers resigning and eligible in the subsequent year.

For example, if the total dollars which are payable for severance is \$850,000 the following formula would determine the percentage of the total severance pay each teacher would receive:

$$\frac{\$800,000}{\$850,000} = (x)$$

(x) is then applied to the full amount of eligible severance for an individual

~~Section 6. Payment: A teacher shall receive the severance pay in two (2) equal installments; the first one-half (1/2) shall be paid upon separation from the School District pursuant to the article, and the second one-half (1/2) shall be paid January 1 of the following calendar year.~~

Section 6 5. Unused Sick Leave Account for Medical Reimbursement after Retirement:

Subd. 1. Amount of Days: At separation of service, any eligible sick leave days over the 187 days used for severance pursuant to Section 2 of this article, shall be placed in an unused sick leave account that may be used for reimbursement of medical benefits after retirement, up to a maximum of 98 days. ~~The unused sick leave account may not exceed the maximum amount as set forth by the following schedule:~~

<u>Fiscal year of retirement</u>	<u>Maximum amount of unused sick leave</u> <u>(Beyond 187 used in Section 2.)</u>
<u>2006-07 through 2010-11</u>	<u>133</u>
<u>2011-12 and thereafter</u>	<u>98</u>

The number of eligible unused sick leave days will be computed as of June 30 in the school year during which retirement is requested.

Subd. 2. Amount of Reimbursement and Use of Funds: The reimbursement value shall be at the rate provided to substitute teachers who have substituted the previous year for fewer than 50 days pursuant to School District Policy #417, Section 1 for each day in the unused sick leave account. With the above dollars, the School District will pay premiums to the insurance company of the teacher's choice until the teacher's unused sick leave account is depleted. The coverage of the retiree shall not be interrupted until the account is depleted.

Section 7 6. Application Date: To be eligible for the benefits of this article, a teacher must submit application no later than February 1 of the school year of retirement unless changed by written mutual agreement of the parties.

Section 8 7. Survivor Benefits: After age 55 and when eligible under Section 1, each eligible teacher who should die before resignation shall have earned severance pay and unused sick leave account benefits, which benefits shall be made payable to his/her designated beneficiary and, if no designated beneficiary is in effect at the time of death, to said teacher's estate.

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ARTICLE XV

SEVERANCE FOR TEACHERS
WHO WERE HIRED BY THE SCHOOL DISTRICT
ON OR AFTER JANUARY 1, 1987

Section 1. Eligibility for Severance Pursuant to this Article: Subject to M.S. 465.72. full time teachers who were hired after January 1, 1987, are at least fifty-five years of age and have either completed at least fifteen (15) years of continuous service with the School District or have completed at least twenty-five (25) qualifying years of teaching years of teaching service in Minnesota Public Schools (including not less than ten (10) years in the School District) shall be eligible for severance pay, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School District. For the purposes of this section, “qualifying service” shall mean Minnesota teaching service as defined in Minnesota Statutes Section 354.05, Subd. 13 (TRA). Severance pay shall not be granted to any teacher who is discharged for cause by the School District under M.S. § 122A.40.

Section 2. Unused Sick Leave Days Used for Medical Reimbursement After Retirement.

Subd. 1. Amount of Days: At separation of service, any eligible sick days the teacher has accumulated beyond 187 days but not to exceed a total of 98 days shall be placed in an unused sick leave account that may be used for reimbursement of medical benefits after retirement. The number of eligible unused sick leave days will be computed as of June 30 in the school year during which retirement is requested.

Subd. 2. Amount of Reimbursement and Use of Funds: The reimbursement value shall be at the rate provided to substitute teachers who have substituted the previous year for fewer than 50 days pursuant to School District Policy #417, Section 1 for each day in the unused sick leave account. With the above dollars, the School District will pay premiums to the insurance company of the teacher’s choice until the teacher’s unused sick leave account is depleted. The coverage of the retiree shall not be interrupted until the account is depleted.

Section 3. Application Date: To be eligible for the benefits of this article, a teacher must submit application no later than February 1 of the school year of retirement unless changed by written mutual agreement of the parties.

Section 4. Survivor Benefits: After age 55 and when eligible under Section 1, each eligible teacher who dies before resignation shall have earned unused sick leave account benefits payable to his/her designated beneficiary and, if there is no designated beneficiary the School District shall retain the compensation within the account.

ARTICLE XVI

MATCHING 403(B) PLAN

Section 1. Eligibility: The district will maintain a 403(b) plan as long as such a plan is authorized by state and federal statutes. All teachers are eligible to participate in the district’s 403(b) plan without regard to eligibility for any district matching contribution to the teacher’s account. Full time *teachers* who are employed by the School

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District and are participating in the School District's 403(b) plan will be eligible to receive a matching annual contribution by the School District pursuant to M.S. 356.24 according to the provisions contained in this article and the School District 403(b) Plan documents. Less than full time teachers will be eligible on a prorated basis. "Less than full time" is defined as teachers who teach at least 50% but less than full time for purposes of Article XVI. Effective July 1, 2012, all *teachers* who are employed by the School District in positions of at least 600 hours per year and are participating in the School District's 403(b) plan will be eligible to receive a matching annual contribution by the School District pursuant to M.S. 356.24 according to the provisions contained in this article and the School District 403(b) Plan documents.

Subd. 1. The School District will match the amount of the *teacher's* annual contribution as determined by the following schedule and in increments to be set by the plan documents:

<u>Years of service in School District</u>	<u>Amount of matching annual contribution</u>
Tenured <u>Continuing Contract*</u>	Up to \$100.00
4-5	Up to \$250.00
6-10	Up to \$500.00
11-15	Up to \$1,000.00
16-20	Up to \$1,200.00
21 and thereafter	Up to \$2,000.00

* Effective July 1, 2012, the eligibility for this level of contribution will read: "One year of completed service."

Section 2. Years of Service: "Years of service" shall mean years of experience in the School District. Years of service shall be measured as of July 1, each year.

Section 3. Limits Regarding the School District's Matching Contribution: The School District's total teacher lifetime matching contribution shall be limited to \$40,000.00 (forty thousand dollars) for each participating teacher.

Section 4. Deduction From Severance for Employees Hired Prior to January 1, 1987: The School District's total matching contribution to an individual teacher's 403(b) plan will be deducted from any severance the individual teacher is eligible for pursuant to Article XIV Section 2. The teacher will receive any remaining severance amount.

ARTICLE XVII

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

Section 1. Unrequested Leave: The parties ~~have failed to reach agreement on a complete unrequested leave plan and, therefore,~~ acknowledge that both parties are governed by applicable Minnesota Statutes, M.S. 122A.40, except as otherwise modified or agreed to herein.

Section 2. Seniority List: The seniority list shall be completed pursuant to the following:

Subd. 1. Seniority will be based on the initial date of employment involving continuous service.

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The initial date of employment shall be designated as August 25. Teachers employed after that date and during any school year shall have a seniority date based upon their first day of teaching. For the purposes of this subdivision, teacher shall be defined as in M.S. §122A.40.

Subd. 2. Employment as a long-term substitute that is continuous with employment on a regular basis will be granted full seniority credit.

Subd. 3. Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

Subd. 4. Probationary teachers are on the list for informational purposes only and will not acquire seniority within the meaning of M.S. §122A.40, Subd. 11, until completion of the probationary period, at which time the seniority date will relate back to the original date of employment as a regular contract teacher.

Subd. 5. The School District shall cause a seniority list (by name, date of employment, qualification and subject matter or field) to be prepared from its records. The School District shall thereupon notify each teacher with a copy of the completed list.

Subd. 6. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty (20) working days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent or designee.

Subd. 7. Within twenty (20) working days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the Superintendent deems warranted. Any teacher affected by Subd. 6 will be notified by the Superintendent and have twenty (20) working days to respond to, or refute any documentation, proof, or any proposed change. A final seniority list shall thereupon be prepared by the Superintendent, which list, as revised, shall be binding on the School District and any teacher. The Superintendent, on December 15th, shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Subd. 8. Teachers shall be placed on the seniority list in accordance with the following criteria:

1. The most recent date of employment as an individually contracted teacher. If two (2) or more teachers have a similar employment date, then item 2 will apply.
2. The total cumulative years in the District will be deemed more senior. If seniority is still equal, then item 3 will apply.
3. Full-time is senior to part-time: A teacher who in the year of proposed leave placement occupies a full-time, full school year position, including one who is on authorized requested leave of absence, shall be deemed senior to one placed on leave from a less than full-time, full year position. If seniority is still equal, then item 4 will apply.
4. Lateral Placement: A greater number of earned credits, as they apply to the salary schedule will be deemed senior (Example: B.S. +30 will be senior to B.S. +15). If seniority is still equal, then item 5 will apply.

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5. Cumulative total years of experience. If seniority is still equal, then item 6 will apply.
6. A greater number of licensed areas will be deemed more senior. If seniority is still equal, then item 7 will apply.
7. Determination by Superintendent and School District.

Subd. 9. Leaves of absence shall not affect the seniority of a teacher pursuant to Article XI.

Subd. 10. The seniority list will include all licensed employees as defined under M.S. §122A.40.

Subd. 11. Seniority credit shall apply only to days of the regular school year, as defined in Article VI, and shall not apply to additional employment such as summer school and extended employment.

Subd. 12. In any year in which a reduction of teaching staff is occurring and the School District is placing teachers on unrequested leave of absence, only those licenses actually received by the Superintendent's office for filing as of February 1 of such year shall be considered for purposes of determining lay off within areas of licensure for the following school year. A license filed after February 1 shall be considered for purposes of recall, but not in the current reduction.

Section 3. Teacher: For purposes of this article, "teacher" means a continuing contract *teacher* who is employed at least an average of fourteen (14) hours per week and 100 days per year. A *teacher* employed less than an average of fourteen (14) hours per week and 100 days per year and casual substitute teachers shall not acquire seniority.

Section 4. Limitations on Realignments and Displacements:

Subd. 1. Effective July 1, 2012, notwithstanding the terms of Minn. Stat. § 122A.40, the following positions are not able to be claimed by other bargaining unit members due to bumping, realignment, or reassignment:

Dean of Students

Curriculum Coordinator

Early Childhood Coordinator

Junior High School Activities Director

Subd. 2. Immersion Programs: Notwithstanding the terms of Minn. Stat. § 122A.40, positions which have been previously designated as requiring a specialized skill irrespective of licensure shall not be claimed by another bargaining unit member unless that member both meets the licensure criteria and is able to satisfactorily demonstrate, as defined by the School District, that s/he holds the specialized skill required for such a position. If only a portion of a teacher's assignment requires the specialized skill, the entire assignment shall be subject to the terms of this subdivision.

ARTICLE XVIII

EARLY CHILDHOOD (ECFE) / ABE STAFF TERMS

(NOTE: The incorporated terms were established by MOU in the previous agreement. Changes to those terms are underlined.)

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Section 1. Applicability of Agreement: Unless otherwise specified, ABE teachers will be defined as those who teach in the Adult Basic Education Program and ECFE teachers will be defined as those teachers who are Early Childhood Teachers or Parent Educators in Family Center programs and licensed by the Minnesota Department of Education, as required by the Minnesota Board of Teaching. Terms and conditions for Adult Basic Education (ABE) and Early Childhood Family Education (ECFE) teachers will be the same as those agreed upon between FLEA and District #831 in the remainder of this Agreement unless specified in this Article.

Section 2. Limitations: Articles VI, VII, VIII, IX, XI *Sections 1 and 12*, XII, XIV, XV, and XVII of the agreement do not apply to ABE and ECFE teachers. Schedules A and B do apply to teachers employed prior to August 5, 2010, but do not apply to teachers employed after that date. The subjects of those articles and schedules either are not relevant to ABE and ECFE teachers or are described herein.

Section 3. Duty Year/Duty Day: The parties agree that specific duties, scheduled assignments, duty days, hours, and calendar for ABE and ECFE teachers shall be determined by the Director of Community Education (Director). The parties also agree that the ABE and ECFE programs will be conducted over the period of a fiscal year on a calendar different from that of the K-12 teaching staff.

ABE Assigned Time:

- Contact time shall be defined as class time.
- Non-contact time will be assigned each year by the Director.
- Assigned time shall be defined as contact time plus non-contact time.

ECFE Assigned Time:

- Contact time shall be defined as: Class time + .25 hours for any class two hours or less. For class time of more than two hours, contact time shall equal class time.
- Non-contact time shall be defined as: class time x 0.48.
- Assigned time shall be defined as contact time plus non-contact time.

For ABE and ECFE teachers, non-contact time shall include curriculum development during the school year, staff meetings, in-service meetings and preparation time. Teachers will be compensated at their regular hourly rate of pay for both contact and non-contact time. The District maintains the authority to set or modify program hours, reassign staff to areas of need in the ABE and ECFE programs, and to reduce or increase hours of employment in order to meet program needs.

Section 4. Evaluations: Teachers new to District #831 ECFE and ABE programs will receive performance evaluations for a period of three (3) years. During this three (3) year period, such teachers' contracts may or may not be continued as the School Board sees fit. Following this three (3) year period, teachers will receive regular performance reviews and may be disciplined or discharged for just cause or laid off for programmatic or economic reasons. ABE and ECFE teachers are not subject to continuing contract provisions as set forth in Minn. Stat. § 122A.40.

Section 5. Seniority: Seniority will be based on the earliest date of hire for continuous employment in ABE and ECFE programs in a licensed position. Upon completion of the evaluation period, ABE and ECFE teachers shall accrue seniority dated back to their first day of continuous service. ABE and ECFE seniority lists shall be separate and apart from any K-12 seniority lists with no bumping or recall rights between groups. ABE and ECFE seniority lists shall be independent of each other.

ECFE: Any layoffs shall be in inverse order of seniority and relevant licensure. If a recall opportunity occurs, the last person placed on layoff will be asked to return to work first. When it is necessary to reduce more than 33% of a teacher's assigned hours, that teacher shall have the option to reclaim up to the number of lost hours, as

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scheduling permits, in order of seniority and relevant licensure. Reclaimed hours would be generated from the first available hours in inverse order of seniority. Should it become necessary to eliminate positions, ECFE teachers will be placed on layoff in inverse order of seniority and relevant licensure.

ABE: Any layoffs shall be in inverse order of seniority and relevant licensure. If a recall opportunity occurs, the last person placed on layoff will be asked to return to work first. The position of ABE Coordinator is an appointed position and no part of this position is eligible for bumping or reassignment based on seniority.

Section 6. Compensation: ABE and ECFE teachers are paid on an hourly basis and shall be compensated every other week based on the voucher submitted. This method of payment shall be continued during the summer for teachers who are employed during the summer months. The District and teachers agree that hours may vary from one pay period to the next. When subbing for another teacher in the program, an ABE or ECFE teacher will be compensated at their current hourly rate.

ABE: ABE teachers employed by the District as of August 5, 2010 shall be compensated by the District at an hourly rate equal to the ABE teacher rate paid by the Anoka-Hennepin School District, the fiscal agent for the Metro North ABE Consortium. ABE teachers employed after the date of this agreement shall be paid according to the Forest Lake ABE/ECFE Salary Schedule. The ABE Coordinator is also eligible for a \$2,000 stipend per ABE year. ABE teachers employed after August 5, 2010 shall be paid according to the Forest Lake ABE/ECFE Salary Schedule.

ECFE: ECFE teachers employed by the District as of August 5, 2010 shall be paid an hourly rate of pay based on the master contract salary schedule. The hourly rate for ECFE teachers so employed will be calculated according to the following formula: (salary schedule cell/187days)/8.0 hours = hourly wage). ECFE teachers employed after August 5, 2010 shall be paid according to the Forest Lake ABE/ECFE Salary Schedule.

ABE/ECFE SALARY SCHEDULE

2010-2011 2011-2013 SCHOOL YEARS

(Applicable to ABE/ECFE teachers hired after August 5, 2010)

STEP	BA	BA +30	MA
1	23.17	24.39	26.95
2	23.87	25.12	27.76
3	24.58	25.88	28.59
4	25.32	26.65	29.45
5	26.08	27.45	30.33
6	26.86	28.27	31.24
7	27.67	29.12	32.18
8	28.50	30.00	33.15
9	29.35	30.90	34.14
10	30.23	31.82	35.16
11	31.14	32.78	36.22
12	32.07	33.76	37.31

Step 1 BA, BA+30 and MA based on K12 schedule

Step Movement: Minimum of 600 hours per fiscal year

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to be eligible for step movement on July 1. Those working less than 600 hours per year may be granted A step increase after two years of service.
Step movements for the 2011-12 year are subject to the same timing provisions as those found in Art. VIII, Section 1, subd. 2.

Section 7. Sick Leave: Sick leave for ECFE and ABE teachers is established in this Section. Usage and application of sick leave is governed by Article XI, Section 1, subdivisions 3-11 of this Agreement.

ECFE Sick Leave: For every 173 hours worked, 8 hours of sick leave will be available for use by the teacher. ECFE teachers assigned 600 hours or more per year shall be eligible for sick leave as described herein.

ABE Sick Leave: ABE teachers shall earn 12 days of sick leave per year (one day per month). A day will be equal to the average number of hours worked in a day during the week. (Example 35 hours a week divided by 5 days would equal 7 hours sick pay for the sick day.) ABE teachers are eligible for 9 paid holidays per year (eight holidays and one day which is a floater). ABE teachers must work at least 34 weeks per year and at least fifteen hours per week to be eligible for any type of leave.

Section 8. Insurance Eligibility: An ECFE or ABE employee will be deemed to be a full-time employee for the purposes of Insurance Eligibility according to Article X of this Agreement if the employee holds an assignment for the fiscal year in which the employee is anticipated to work at least 1403 hours.

Section 9. Inclement Weather: If programs are cancelled for the day or are shortened because of inclement weather, an employee whose work time was unexpectedly reduced may make up lost work time. The employee must receive approval from her/his supervisor with respect to what duties will be assigned and when the make up time will occur.

ARTICLE XVIII XIX

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher, group of teachers, or the Association that there has been a violation or disagreement as to the interpretation or application of any term or terms of this Master Agreement.

Section 2. Representative: The teacher, administrator, exclusive representative, or School District may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A "working day" is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by

2011-2013 Independent School District 831 and the Forest Lake Education Association Agreement

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.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 5. Formal Grievance: A grievance shall be considered a formal grievance when it is reduced to writing and presented to the School District.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the teacher's immediate supervisor, except if another School District representative is designated by the School District, setting forth the fact(s) and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within **twenty (20) days** after the date the first event giving rise to the grievance occurred, or within **twenty (20) days** after the grievant(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the teacher's immediate supervisor, except if another School District representative is designated by the School District.

Section 5. Adjustment of Grievance: The parties shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through discussion, the School District designee shall give a written decision on the grievance to the parties involved within **seven (7) days** after receipt of the written grievance.

Subd. 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 **seven (7) days** after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within **ten (10) days** after receipt of the appeal. Within **ten (10) days** after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure at the request of the grievant or at its own instance, provided the School District or the grievant provides written notice within **ten (10) days** after a decision in Level I or Level II has been rendered. In the event the School Board determines to review a grievance, it shall hold a hearing and issue a decision within twenty (20) working days after the written notice. The Association shall receive written advance notice as to the date of said hearing. In the event of such review, the School Board reserves the right to affirm, reverse, or modify such decision. At the option of the School Board, a committee or representatives 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.

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Section 7. Denial of Grievance: Failure by the School District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the grievant(s) and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 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 **fifteen (15) days** following the decision in Level II, or within **fifteen (15) days** after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within **ten (10) days** after the request to arbitrate, attempt to agree upon the selection of any arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to forward a panel of five (5) arbitrators, providing such request is made within **twenty (20) days** after request for arbitration. The selection of a single arbitrator shall then be made by the parties by the alternate striking process. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 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. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Scheduling of Grievance Matters: Scheduling of grievance hearings pursuant to Section 5, Subd. 1 (Level I) and Subd. 2 (Level II) shall be during the duty day but outside of the student day whenever practicable, and teachers participating in such meetings with the School District shall not suffer loss of wages. Arbitration proceedings shall be scheduled during non-duty hours except if otherwise agreed by the parties. In the event the parties agree to schedule such arbitration proceedings during the regular duty day, teachers shall not lose wages due to their necessary participation within the following limitations:

- a. The School District will compensate a number of teachers equal to the number of persons participating in the grievance procedure on behalf of the School District, or
- b. If the number of persons participating on behalf of the School District is less than three (3), three (3) teachers may still participate in the proceedings without a loss of wages.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within **thirty (30) days** after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations on arbitration decisions as provided by the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration,

2011-2013 Independent School District 831 and the Forest Lake Education Association Agreement

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 the fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or 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 article. Upon instituting a proceeding in another forum as outlined herein, the grievant(s) shall waive his/her/its right to initiate a grievance pursuant to this article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

Section 10. Grievance Form: A form which must be used for filing grievances shall be provided by the School District (Attachment E). Such form shall be accessible in all school buildings.

Section 11. Grievance Procedure: Failure to agree on a grievance procedure in a successor Agreement will result in return to the Bureau of Mediation Services' grievance procedure provided by law.

ARTICLE ~~XIX~~ XX

MISCELLANEOUS

Section 1. Copies of Agreement: Copies of this Agreement, entitled "Agreement between the Independent School District 831 and the Forest Lake Education Association," shall be printed at the expense of the School District within forty-five (45) calendar days after the Agreement is ratified and presented to all teachers in the District. Further, the School District shall furnish twenty-five (25) copies of the Agreement to the Association for its use.

2011-2013 Independent School District 831 and the Forest Lake Education Association Agreement

Section 2. Individual Contract: Any individual contract between the School District and an individual teacher, hereinafter executed shall be subject to, and shall not be inconsistent with, the terms and conditions of this Agreement. ~~Any individual contract hereafter executed shall be in the form as provided in Attachment D.~~ If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

~~Section 3. New Teachers: A new teacher's commencement of service in the District is contingent upon prior medical certification of his/her satisfactory health. Such physical examination shall be at the teacher's expense and shall be reported on appropriate forms provided through the office of the Superintendent.~~

~~Section 4. Tuberculin Test: All teachers shall have the required tuberculin test(s) as provided by law, at the direction and the expense of the School District.~~

~~Section 5 3. Mileage Allowance: A mileage allowance shall be paid for authorized use of personal cars in connection with School District business. The mileage allowance shall be paid pursuant to School District policy.~~

~~Section 6. Tax Sheltered Annuities: Teachers will be eligible to participate in a tax sheltered annuity plan established pursuant to M.S. 123B.02, Subd. 15.~~

Section 7 4. Summer Programs-Projects:

Subd. 1. All teachers shall submit summer programs and/or projects in writing to the Superintendent or his/her designee to be considered for approval by the School Board. Each summer project and/or program shall include the following:

1. Objectives and goals,
2. Cost to the District (budget),
3. Number of students to be involved,
4. Method used in selecting students,
5. Evaluation procedures.

Subd. 2. All duties and hours will be assigned by the Superintendent or his/her designee. Extra pay will not begin until the regular scheduled school year for teachers has expired. All summer work will be paid by the hour. The normal work week will be thirty-five (35) hours. The rate of pay shall be the miscellaneous rate of pay.

Subd. 3. Teachers may submit summer programs and/or projects to the Superintendent or his/her designee on a flat cost per program and/or project. Each project/or program shall include the same detail as stated in Section 7, Subdivision 1, of this article.

Section 8 5. New Positions: If new positions are created involving supplementary pay, Schedule C, the School District will meet and negotiate with the Association regarding rates of pay for such new positions.

Section 9 6. Licensure: Teachers are responsible for maintaining appropriate licensure. Teachers without a valid license appearing on the Minnesota Department of Education (MDE) website will be placed on an unpaid leave until such time as the teacher's valid license appears on the MDE website.

2011-2013 Independent School District 831 and the Forest Lake Education Association Agreement

ARTICLE XXI

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on ~~July 1, 2009, through June 30, 2011~~ July 1, 2011, through June 30, 2013, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, ~~2011~~ 2013, it shall give written notice of such intent as stated in Minnesota statutes.

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

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement in accordance with Minnesota statutes except by mutual agreement.

Section 4. Severability: No provision of this Agreement shall be in conflict with state and federal laws or rules promulgated under law or resolutions, provided that the rules and resolutions are consistent with this chapter.

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

For _____
Forest Lake Education Association
6100 North 210th Street
Forest Lake, MN 55025

For _____
Ind. School District No. 831
6100 North 210th Street
Forest Lake, MN 55025

President

President

Chief Teacher Negotiator

Clerk

Dated this _____ day of _____, 20____

Dated this _____ day of _____, 20____

2011-2013 Independent School District 831 and the Forest Lake Education Association Agreement

Schedule A

**SALARY SCHEDULE 2009-2010
BASED ON SEMESTER CREDIT SYSTEM**

<u>Step</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>BA+40</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+40</u>
-1	32500	33096	33686	34211	35235	37803	38380	38939	39497	40058
-2	33500	34121	34741	35285	36447	39122	39697	40254	40815	41375
-3	34500	35154	35808	36369	37577	40433	41009	41569	42127	42687
-4	35600	36294	36987	37565	38818	41842	42421	42976	43536	44095
-5	36800	37533	38269	38888	40207	43340	43917	44478	45036	45597
-6	38000	38783	39561	40236	41644	44832	45407	45966	46527	47088
-7	39300	40124	40941	41826	43648	46530	47138	47729	48321	48913
-8	40600	41422	42232	43115	44927	48092	48700	49287	49877	50466
-9	42200	43021	43832	44715	46526	49793	50400	50987	51576	52165
10	44600	45421	46232	47115	48926	52293	52900	53487	54076	54665
11	47000	47821	48632	49515	51326	54693	55300	55887	56476	57067
12	49440	50261	51072	51955	53766	57133	57740	58327	58916	59512

LONGEVITY IN INDEPENDENT SCHOOL DISTRICT #831

-14:	3000
-16:	2700
-20:	2500
-25:	1500

2011-2013 Independent School District 831 and the Forest Lake Education Association Agreement

Schedule B A

~~SALARY SCHEDULE 2010-2011~~ 2011-2012
 BASED ON SEMESTER CREDIT SYSTEM

<u>Step</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>BA+40</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+40</u>
1	32500	33096	33686	34211	35335	37803	38380	38939	39497	40058
2	33500	34121	34741	35285	36447	39122	39697	40254	40815	41375
3	34500	35154	35808	36369	37577	40433	41009	41569	42127	42687
4	35600	36294	36987	37565	38818	41842	42421	42976	43536	44095
5	36800	37533	38269	38888	40207	43340	43917	44478	45036	45597
6	38000	38783	39561	40236	41644	44832	45407	45966	46527	47088
7	39300	40124	40941	41826	43648	46530	47138	47729	48321	48913
8	40600	41422	42232	43115	44927	48092	48700	49287	49877	50466
9	42200	43021	43832	44715	46526	49793	50400	50987	51576	52165
10	44600	45421	46232	47115	48926	52293	52900	53487	54076	54665
11	47000	47821	48632	49515	51326	54693	55300	55887	56476	57067
12	50190	51011	51822	52705	54516	57883	58490	59077	59666	60262

LONGEVITY IN INDEPENDENT SCHOOL DISTRICT #831

14:	3000
16:	2700
20:	2500
25:	1500

The indicated longevity increments, above, become effective upon the start of the teacher's indicated number of years of service within ISD 831. (At the beginning of the teacher's 14th year of service within ISD 831, the 14-year longevity increment becomes applicable to that teacher.) In order to receive credit for a year of service toward longevity, the teacher must have performed services on at least the number of duty days within a school year to meet the terms for eligibility for a step movement, as provided in this agreement. The increments are cumulative. NOTE: Because clarifying terms were added to this 2011-13 Agreement, no teacher shall be deemed retroactively ineligible for any longevity increment previously received, irrespective of number of duty days worked in any year prior to 2011-12.

2011-2013 Independent School District 831 and the Forest Lake Education Association Agreement

Schedule B

SALARY SCHEDULE 2012-2013
 BASED ON SEMESTER CREDIT SYSTEM

Step	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>BA+40</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+40</u>
—1	32500	33096	33686	34211	35335	37803	38380	38939	39497	40058
—2 <u>A</u>	33500	34121	34741	35285	36447	39122	39697	40254	40815	41375
—3 <u>B</u>	34500	35154	35808	36369	37577	40433	41009	41569	42127	42687
—4 <u>C</u>	35600	36294	36987	37565	38818	41842	42421	42976	43536	44095
—5 <u>D</u>	36800	37533	38269	38888	40207	43340	43917	44478	45036	45597
—6 <u>E</u>	38000	38783	39561	40236	41644	44832	45407	45966	46527	47088
—7 <u>F</u>	39300	40124	40941	41826	43648	46530	47138	47729	48321	48913
—8 <u>G</u>	40600	41422	42232	43115	44927	48092	48700	49287	49877	50466
—9 <u>H</u>	42200	43021	43832	44715	46526	49793	50400	50987	51576	52165
—10 <u>I</u>	44600	45421	46232	47115	48926	52293	52900	53487	54076	54665
—11 <u>J</u>	47000	47821	48632	49515	51326	54693	55300	55887	56476	57067
—12 <u>K</u>	50190	51011	51822	52705	54516	57883	58490	59077	59666	60262
(+3) <u>L</u>	<u>51190</u>	<u>52011</u>	<u>52822</u>	<u>53705</u>	<u>55516</u>	<u>58883</u>	<u>59490</u>	<u>60077</u>	<u>60666</u>	<u>61262</u>

LONGEVITY IN INDEPENDENT SCHOOL DISTRICT #831

14:	3000	<u>3750</u>
16:	2700	
20:	2500	
25:	1500	

The indicated longevity increments, above, become effective upon the start of the teacher's indicated number of years of service within ISD 831. (At the beginning of the teacher's 14th year of service within ISD 831, the 14-year longevity increment becomes applicable to that teacher.) In order to receive credit for a year of service toward longevity, the teacher must have performed services on at least the number of duty days within a school year to meet the terms for eligibility for a step movement, as provided in this agreement. The increments are cumulative. NOTE: Because clarifying terms were added to this 2011-13 Agreement, no teacher shall be deemed retroactively ineligible for any longevity increment previously received, irrespective of number of duty days worked in any year prior to 2011-12.

2011-2013 Independent School District 831 and the Forest Lake Education Association Agreement

SUPPLEMENTARY PAY SCHEDULE

Schedule C

2009-2011

2011-2012

Group I	Group II	Group III	Group IV	Group V
11% of BA Step 1 Salary	8% of BA Step 1 Salary	6% of BA Step 1 Salary	4% of BA Step 1 Salary	3% of BA Step 1 Salary
\$3575 - Head \$2502 - Asst \$2502 - 1 st Asst \$2145 - 2 nd Asst	\$2600 - Head \$1820 - Asst	\$1950 - Head \$1820 1365 - Asst	\$1300 - Head \$ 910 - Asst	\$975 - Head \$682 - Asst \$390 - Elem
Band HS Choir HS Drumline HS FFA HS Nat'l Honor Society HS Orchestra HS Student Council HS Theater Musical HS Theater Plays HS Yearbook HS	Band Summer JH Newspaper HS	Band Pep HS Jr Class Adv & Prom HS LINK Nat'l Honor Society HS Student Council JH Video Club HS & JH Yearbook JH	Academic Awards HS Concessions HS DECA HS Environmental Club HS Foreign Exchange HS FPS JH International Club HS Lego League JH Model Rocket Club JH Open Minds JH Ski Club JH Speech JH Theater One Act HS Theater Plays JH Yearbook ALC	Adaptive Athletics HS -Fall & Spring Art Club HS & JH Art/Lit Magazine HS Band Jazz HS Band JH Band Jazz JH Chess Choir JH Choir Gen Music Elem * DI Elem * FPS Elem * Math Masters Newspaper JH Orchestra JH POPS Orchestra JH SADD HS/JH/ALC *Student Council Elem *Yearbook Elem *Head Rate

~~These coaches or advisors with a higher salary rate in the 2008-09 school year will remain at the 2008-09 salary rate for the duration of this contract. Newly hired coaches will be compensated at the rates listed above.~~

KEY:
HS = Senior High
JH = Junior High
Elem = Elementary
Asst = Assistant

2011-2013 Independent School District 831 and the Forest Lake Education Association Agreement

2012-2013

Group I	Group II	Group III	Group IV	Group V
11% of BA Step 1 Salary	8% of BA Step 1 Salary	6% of BA Step 1 Salary	4% of BA Step 1 Salary	3% of BA Step 1 Salary
\$3685 - Head \$2579 - Asst \$2579 - 1 st Asst \$2211 - 2 nd Asst	\$2680 - Head \$1876 - Asst	\$2010 - Head \$1407 - Asst	\$1340 - Head \$ 938 - Asst	\$1005 - Head \$703 - Asst \$402 - Elem
Band HS Choir HS Drumline HS FFA HS Nat'l Honor Society HS Orchestra HS Student Council HS Theater Musical HS Theater Plays HS Yearbook HS	Band Summer JH Newspaper HS	Band Pep HS Jr Class Adv & Prom HS LINK Student Council JH Video Club HS & JH Yearbook JH	Academic Awards HS Concessions HS DECA HS Environmental Club HS Foreign Exchange HS FPS JH International Club HS Lego League JH Model Rocket Club JH Open Minds JH Ski Club JH Speech JH Theater One Act HS Theater Plays JH Yearbook ALC	Adaptive Athletics HS -Fall & Spring Art Club HS & JH Art/Lit Magazine HS Band Jazz HS Band JH Band Jazz JH Chess Choir JH Choir Gen Music Elem * DI Elem * FPS Elem * Math Masters Newspaper JH Orchestra JH POPS Orchestra JH SADD HS/JH/ALC *Student Council Elem *Yearbook Elem *Head Rate

KEY:
 HS = Senior High
 JH = Junior High
 Elem = Elementary
 Asst = Assistant

2011-2013 Independent School District 831 and the Forest Lake Education Association Agreement

ATHLETIC COACHES

~~2009-11~~

2011-2012

Group I	Group II
19% of BA Step 1 Salary = Head Coach Rate 70% of Head = Asst Coach Rate 10% of BA Step 1 Salary = 9 th Grade Coach Rate 7% of BA Step 1 Salary = 7/8 Head Coach Rate 6% of BA Step 1 Salary = 7/8 Asst Coach Rate	15% of BA Step 1 Salary = Head Coach Rate 70% of Head = Asst Coach Rate 10% of BA Step 1 Salary = 9 th Grade Coach Rate 7% of BA Step 1 Salary = 7/8 Head Coach Rate 6% of BA Step 1 Salary = 7/8 Asst Coach Rate
\$6175 - Head \$4323 - Asst \$3250 - 9 th Grade Head \$2275 - 7 th /8 th Grade Head \$1950 - 7 th /8 th Grade Asst	\$4875 - Head \$3413 - Asst \$3250 - 9 th Grade Head \$2275 - 7 th /8 th Grade Head \$1950 - 7 th /8 th Grade Asst
*Auditorium Manager Baseball Basketball Football Gymnastics-5 th Asst Paid As 7 th /8 th Head Hockey *Jr. High Activities Coordinator Soccer-9 th Grade Head Only Softball Track Volleyball *Weight Room Wrestling * Full year positions paid at an annual rate of 19% of BA Step 1 salary	Cross Country Dance Team Debate Golf Lacrosse Skiing-Alpine Skiing-Nordic Soccer Speech Swimming Swimming-Synchronized Tennis-2 nd Asst Paid As 7 th /8 th Head

~~These coaches or advisers with a higher salary rate in the 2008-09 school year will remain at the 2008-09 salary rate for the duration of this contract. Newly hired coaches will be compensated at the rates listed above.~~

KEY:
 HS = Senior High
 JH = Junior High
 Elem = Elementary
 Asst = Assistant

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ATHLETIC COACHES

2012-2013

Group I	Group II
19% of BA Step 1 Salary = Head Coach Rate 70% of Head = Asst Coach Rate 10% of BA Step 1 Salary = 9 th Grade Coach Rate 7% of BA Step 1 Salary = 7/8 Head Coach Rate 6% of BA Step 1 Salary = 7/8 Asst Coach Rate	15% of BA Step 1 Salary = Head Coach Rate 70% of Head = Asst Coach Rate 10% of BA Step 1 Salary = 9 th Grade Coach Rate 7% of BA Step 1 Salary = 7/8 Head Coach Rate 6% of BA Step 1 Salary = 7/8 Asst Coach Rate
\$6365 - Head \$4456 - Asst \$3350 - 9 th Grade Head \$2345 - 7 th /8 th Grade Head \$2010 - 7 th /8 th Grade Asst	\$5025 - Head \$3518 - Asst \$3350 - 9 th Grade Head \$2345 - 7 th /8 th Grade Head \$2010 - 7 th /8 th Grade Asst
*Auditorium Manager Baseball Basketball Football Gymnastics-5 th Asst Paid As 7 th /8 th Head Hockey *Jr. High Activities Coordinator Soccer-9 th Grade Head Only Softball Track Volleyball *Weight Room Wrestling * Full year positions paid at an annual rate of 19% of BA Step 1 salary	Cross Country Dance Team Debate Golf Lacrosse Skiing-Alpine Skiing-Nordic Soccer Speech Swimming Swimming-Synchronized Tennis-2 nd Asst Paid As 7 th /8 th Head

KEY:

HS = Senior High
 JH = Junior High
 Elem = Elementary
 Asst = Assistant

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2009-11
<u>2011-2013</u>

ELEMENTARY AND SECONDARY DISTRICT DEPARTMENT HEADS

\$2784 per year

ELEMENTARY AND SECONDARY BUILDING DEPARTMENT CHAIRPERSONS

\$2227 per year

Building Departments with two or more members shall be eligible for Department Chair pay on the schedule. Building Departments with less than two members will receive the miscellaneous rate of pay for each meeting that they are required to attend.

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MISCELLANEOUS RATES OF PAY

EVENTS

2009-11 2011-2013

Site Manager:

- Football \$400 for the season
- Gymnastics \$480 for the season
- Basketball \$1080 for the season
- Volleyball \$640 for the season
- Wrestling \$450 for the season
- Soccer \$500 for the season
- Saturday Tournaments \$20 per hour as needed
- All other events as needed \$40 per event

Crowd Supervision: \$35 per event

Table Workers:

- Ticket Taker/Seller \$35 per event
- Announcer \$35 for a varsity game or match

Scoreboard/Scorebook:

\$35 for single varsity game/match
\$50 for doubleheader varsity or JV/varsity game or match
(same day)

HOURLY RATES

Miscellaneous Employment not covered by Article IX, Section 5	\$27.50
Homebound Instruction (plus mileage reimbursement as per School District policy)	\$30.50
Summer School Teaching	\$30.50
Alternative School Teaching	\$30.50
Elementary Honor Band Teaching	\$30.50
Summer Music Lessons	\$30.50

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NOTICE OF ASSIGNMENT

August, 2009

~~Please Read: This is a negotiations year, thus, YOUR STEP has not been advanced. Once negotiations are completed, you will receive service credit for 2009-10 along with any salary improvements.~~

~~TO: _____~~

~~FROM: _____
Superintendent of Schools~~

~~SUBJECT: Notice of Salary and Assignment(s) for the 2009-10 School Year
(Please check carefully and call Diane Borle at 651/982-8104 with any questions.)~~

~~1. Your basic assignment for the 2009-10 school year is:~~

~~_____~~

~~2. Pursuant to the provisions of the Teachers' Master Agreement, your salary for the 2009-10 school year for basic service is:~~

~~_____~~
~~Base Salary + Longevity = Salary~~

~~You have a continuing contract for the following:~~

~~FTE: _____ STEP: _____ LANE: _____~~

~~3. In addition, you have accepted the following extra assignment(s) at the specified additional compensation, for the 2009-10 school year:~~

~~\$0.00 _____~~
~~\$0.00 _____~~
~~\$0.00 _____~~

~~4. Your total salary, exclusive of fringe benefits, for basic service and extra assignment(s) is:~~

~~\$ _____~~

~~5. The School District reserves the right to make any modifications or adjustments in these assignments during the school year.~~

~~6. Please click on myView on the TIES website (<http://asp.ties.k12.mn.us/>) for your total compensation package including fringe benefits.~~

GRIEVANCE REPORT FORM

Attachment E

Grievance # _____ Distribution Form: 1-Supt. 2-Prin. 3-Assn. 4-Tchr.

Building _____ Assignment _____ Name of Grievant _____ Date Filed _____

STEP I

A. Date Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Specific Provisions of Agreement Allegedly Violated
(Article, Section, Subd.) _____

3. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature of Principal

Date

2011-2013 Independent School District 831 and the Forest Lake Education Association Agreement

D. Position of Grievant and/or Association _____

Signature Date

STEP II (IF NECESSARY)

A. Date Received by Superintendent or Designee _____
B. Disposition by Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP III (IF NECESSARY)

A. Date Received by School Board _____
B. Disposition by Board _____

Signature Date

C. Position of Grievant and/or Association _____

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Signature

Date

STEP IV (IF NECESSARY)

A. Date of Arbitration Request _____

B. Date Submitted to Arbitration _____

C. Disposition and Award of Arbitrator _____

Signature

Date of Decision

2011-2013 Independent School District 831 and the Forest Lake Education Association Agreement

MEMORANDUM OF UNDERSTANDING I
between Independent School District No. 831
and the Forest Lake Education Association

- 1- The following individuals will be eligible for severance pursuant to Article XIV if they retire prior to July 1, 2011:

Diane Hipkins
Diane Retzlaff
Geraldine Seaburg
Sandra Staub

Severance for these individuals will be subject to the \$800,000 cap pursuant to Section 5 of Article XIV. The District agrees to discuss eligibility for severance pursuant to Article XIV for individuals who do not meet the eligibility requirements of Article XIV for retirement prior to July 1, 2011 notwithstanding the individual's hire date.

- 2- ~~Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the retiree's special retirement pay plan account. The retiree will not receive any direct payment from the school district for severance pay.~~

~~The school district's annual contribution into the retiree's special retirement pay plan account must not exceed the IRS contribution limit. If the amount calculated exceeds the available limits in the year of separation, the school district will make a contribution up to the IRS maximum into the retiree's special retirement pay plan account in the following year(s).~~

~~The school district contribution(s) (into the retiree's special retirement pay plan account) will be made according to the same timeline as was provided for the direct payment of severance pay.~~

- 3- ~~This memo is to provide clarification regarding Article XIV, Section 5, specifically the following sentence: "In the event that application of eligible teachers submitted pursuant to this article would otherwise constitute a liability to the School District in excess of the limitations as contained in this section, the amount each teacher would be eligible to receive under the terms of this article shall be reduced to proportionate share of the School District's annual liability."~~

~~For example, if the total dollars which are payable for severance is \$850,000 the following formula would determine the percentage of the total severance pay each teacher would receive:~~

$$\frac{\$800,000}{\$850,000} = \frac{x}{\text{full amount of eligible severance for an individual}}$$

~~x = proportional amount~~

- 4- The Association and the School District will work toward the average compensation for teachers of the following comparison districts: Centennial, South Washington County, Hastings, Stillwater, White Bear Lake, Roseville, and Mounds View.

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5. ~~The Association and the School District will work during the duration of this contract to create a Schedule C appeals process to be implemented in the 2011-13 contract.~~

~~IN WITNESS WHEREOF, The parties have executed this Memorandum of Understanding:~~

Chief Teacher Negotiator

Chief District Negotiator

Dated this _____ day of _____

Dated this _____ day of _____

_____, 20__

_____, 20__

2011-2013 Independent School District 831 and the Forest Lake Education Association Agreement

~~MEMORANDUM OF UNDERSTANDING II
Between Independent School District No. 831
And the Forest Lake Education Association~~

~~Inclusion of Early Childhood, Adult Basic Education,
And School Readiness in FLEA Agreement~~

~~A task force of FLEA and administrative personnel will study the implications of including Early Childhood, Adult Basic Education, and School Readiness in the FLEA Agreement. Such study should be completed in the 2009/10 school year with the results of the study being implemented in the 2010/11 school year as a separate memo of understanding.~~

~~IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding:~~

~~_____
Chief Teacher Negotiator~~

~~_____
Chief District Negotiator~~

~~_____
Date~~

~~_____
Date~~