



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

**August 5, 2010**

**AGENDA ITEM: 9.4**

**TOPIC: Memorandum of Understanding III  
Between Independent School District No. 831  
and The Forest Lake Education Association  
– Inclusion of ABE and ECFE in FLEA Agreement**

**BACKGROUND:** The attached agreement has been prepared per page 47 of the Agreement Between Independent School District 831 and The Forest Lake Education Association which states: "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."

**PROCESS:** School Board approval is required to enter into this Agreement.

**RECOMMENDATION:** Approval of this agreement.

**MEMORANDUM OF UNDERSTANDING III**  
**Between Independent School District No. 831**  
**and the Forest Lake Education Association**

**Inclusion of ABE and ECFE in FLEA 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 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 *Agreement Between Independent School District 831 and the Forest Lake Education Association* (agreement) unless specified in this memorandum of understanding. 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 the date of this agreement, but do not apply to teachers employed after the date of this agreement. The subjects of those articles and schedules either are not relevant to ABE and ECFE teachers or are described herein.

- I. 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.

- II. Evaluation Period: Teachers new to District #831 ECFE and ABE programs will be subject to performance reviews 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.

III. 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 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.

IV. 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 on the date of this memorandum 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.

ECFE: ECFE teachers employed by the District on the date of this memorandum 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 the date of this agreement shall be paid according to the Forest Lake ABE/ECFE Salary Schedule.

V. 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.

VI. Duration: This memorandum shall remain in full force and effect through June 30, 2011 and thereafter until modifications are made to the 2009-2011 agreement between the District and FLEA.

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  
\_\_\_\_\_, 2010

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010

**ABE/ECFE SALARY SCHEDULE  
2010-2011 SCHOOL YEAR**

(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 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