

**Board Approval January 12, 2010**

**AGREEMENT**

between

**INDEPENDENT SCHOOL DISTRICT 16  
1415 81<sup>st</sup> Avenue NE  
Minneapolis, Minnesota**

and

**SPRING LAKE PARK TEACHERS UNITED**

Exclusive Representative for Teachers

*Effective*

July 1, 2009 through June 30, 2011

## **AGREEMENT**

### **ARTICLE I PURPOSE**

- 1.01 PARTIES: THIS AGREEMENT is entered into between Independent District No. 16, Spring Lake Park, Minnesota (hereinafter referred to as the District) and the Spring Lake Park Teachers United, (hereinafter referred to as the Exclusive Representative) 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 during the duration of this Agreement.

### **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

- 2.01 RECOGNITION: In accordance with the P.E.L.R.A., the District recognizes the Exclusive Representative and acknowledges its rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.
- 2.02 APPROPRIATE UNIT: The Exclusive Representative shall represent all the teachers of the District as defined in this Agreement and by the P.E.L.R.A. as certified by the Commissioner of the Bureau of Mediation Services, hereinafter referred to as the B.M.S..
- 2.03 LIMITATIONS: Pursuant to the P.E.L.R.A., the District shall not meet and negotiate regarding the Agreement or meet and confer with any teacher or group of teachers who are at the time designated as a member or part of the teacher unit except through the Exclusive Representative.

### **ARTICLE III DEFINITIONS**

- 3.01 TERMS AND CONDITIONS OF EMPLOYMENT: "Terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits (except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired teachers 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 a District. The term in both cases is subject to the provisions of the P.E.L.R.A.
- 3.02 TEACHER: "Teacher" shall mean all persons in the appropriate unit employed by the District in a position for which the person must be licensed by the State of Minnesota, but shall not include the superintendent and any other licensed administrators who devote more than fifty (50%) percent of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees as excluded by law.
- 3.03 SUPERINTENDENT: "Superintendent" shall mean the superintendent or his/her designee.
- 3.04 DISTRICT: "District" shall mean the School Board or its designated representative.
- 3.05 OTHER TERMS: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

**ARTICLE IV  
DISTRICT RIGHTS**

- 4.01 INHERENT MANAGERIAL RIGHTS: The Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- 4.02 MANAGEMENT RESPONSIBILITIES: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the District.
- 4.03 EFFECT OF LAWS, RULES AND REGULATIONS: The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services, not inconsistent with this Agreement, as prescribed by the District and shall be governed by the laws of the State of Minnesota, and by District rules, regulations, directives and orders, issued by properly designated officials of the District. The Exclusive Representative also recognizes the right, obligation and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are lawful and not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.
- 4.04 RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all such management rights and management functions not expressly delegated in this Agreement are reserved to the District.

**ARTICLE V  
TEACHER RIGHTS**

- 5.01 APPLICATION: The provisions of this Agreement shall apply to all teachers defined in Article III, 3.02 of this Agreement.
- 5.02 RIGHT TO VIEW: Pursuant 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, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.
- 5.03 RIGHT TO JOIN: Teachers shall have the right to form and join labor unions and shall have the right not to form and join such unions. Teachers shall have the right to designate by secret ballot an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment.
- 5.04 DUES CHECK OFF: Teachers shall have the right to request and be allowed dues check off for the exclusive representative pursuant to the P.E.L.R.A. provided that dues check off and the proceeds thereof shall not be allowed any teacher union that has lost its rights to dues check off pursuant to the P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay the teacher union during the period provided in said authorization. Deductions may be terminated by the teacher by giving

thirty (30) days' written notice to the District payroll office to stop deductions. Deductions shall be made in equal installments, provided the Exclusive Representative presents to the District all proper and legally required documents prior to the first pay date in November, beginning with the second pay period in November and promptly transmitted to the appropriate teacher organization together with a list of names of the teachers from whose pay deductions were made.

- 5.05 PERSONNEL FILES: Pursuant to MS 122A, 40, Sub. 19, the contents of a teacher's personnel file shall be available to the teacher upon written request during regular District business hours. The teacher shall have the right to reproduce any of the contents of the file at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. A teacher may initiate a grievance through the grievance procedure as provided in Article XIII and request expunction from the teacher's file any material alleged to be false or inaccurate. The District may destroy files as provided by law. Teachers shall be informed prior to or at the time that evaluations, letters of correction, direction, reprimand or deficiency are placed in their personnel files.
- 5.06 PAYROLL DEDUCTIONS: Upon written request of a teacher, the District shall deduct from said teacher's salary the payments the teacher shall make to the Education Association and Federation Credit Unions. Each teacher is limited to two such deduction requests per credit union annually. Requests must be submitted to the payroll department at least 30 days prior to the time deductions are made. A teacher may discontinue deductions by providing 30 days' written notice prior to the date deductions are to cease. If the payroll department is not notified in writing to cease or change deductions, deductions shall continue per the teacher's last submitted request.
- 5.07 NOTIFICATIONS: The District shall notify the President of the Exclusive Representative when a new teacher is hired before or during the school year, when a long term substitute is hired, or when any new teacher becomes eligible for inclusion in the bargaining unit pursuant to the P.E.L.R.A.

**ARTICLE VI**  
**EXCLUSIVE REPRESENTATIVE RIGHTS**

- 6.01 BUILDINGS AND FACILITIES: The Teachers of the District shall have the right, in accordance with District rules and regulations, to the use of District buildings and facilities, providing such use does not interfere with District activities and/or functions. The District reserves the right to assess charges for such use consistent with said rules and regulations.
- 6.02 COMMUNICATION WITH MEMBERS: The District shall provide bulletin board space in each building for use by the Exclusive Representative and teachers in areas not normally accessible to students
- 6.03 INFORMATION: The Exclusive Representative shall have access, upon 15 days written notice, to appropriate and available public information necessary for the Exclusive Representative in the exercise of its responsibilities as exclusive representative.
- 6.04 LEAVE OF ABSENCE FOR EXCLUSIVE REPRESENTATIVE BUSINESS: Designees of the exclusive representative shall be granted up to seven (7) days of paid short-term leaves of absence for organizational business. The Exclusive Representative shall reimburse the District for all substitute costs for each absence. The parties agree, insofar as it is practicable, to schedule mediation or arbitration proceedings outside the regular teacher duty day.

- 6.05 COOPERATIVE PROGRAMS: The District agrees to involve the teachers in planning cooperative agreements and in developing new programs that will maintain or expand educational opportunities for students. The District also agrees to consider job security of District employees as a factor in implementing such agreements and/or programs. The teacher's Exclusive Representative will be provided membership in an advisory capacity on any committees and/or study groups established by the District to explore cooperative efforts between the District and other Districts.

**ARTICLE VII  
LENGTH OF THE SCHOOL YEAR**

7.01 TEACHER DUTY DAYS:

- (A) The District shall establish the 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 185 duty days for teachers. However, teachers who are new to the District, shall be required to report for 187 duty days. Teachers who are returning from a leave of absence of one full school year or more shall report for 186 duty days. At least five days shall be designated as orientation, workshop and in-service days as determined by the District. The number of student contact days, parent conference days and grading days included in the remaining days shall be determined by the District. Opportunity shall be afforded to the Exclusive Representative to meet and confer on the calendar prior to its adoption. Consideration will be given to setting aside days for grading and conference preparation.
- (B) Part time teachers are required to report to duty for the entire day on nonstudent contact days. Their contracts shall be prorated to compensate for the additional time.

7.02 MODIFICATIONS IN CALENDAR, LENGTH OF SCHOOL DAY:

- (A) In the event of an energy shortage, severe weather, or other emergency, the District reserves the right to modify the school calendar. If school is closed on a normal duty day(s), the teacher shall perform normal duties on such other day(s), in lieu thereof, if the District or its designated representative determines, any such days necessary.
- (B) In the event of an energy shortage, severe weather, or other emergency, the District may modify the duty day or duty week, but with the understanding that the total number of hours shall not be increased, (e.g. four {4} day week with increased hours per day, but the total weekly-hours not more than the regular five {5} day week).
- (C) Prior to adjusting the calendar, duty day, or duty week in paragraph hereof, the District shall afford the Exclusive Representative the opportunity to meet and confer on such matters.

**ARTICLE VIII  
HOURS OF SERVICE**

- 8.01 BASIC DAY: The basic teacher's day, inclusive of lunch, shall be eight (8) hours.
- 8.02 BUILDING HOURS: The specific hours at any individual building may vary according to the needs of the educational program of the District. Therefore, the specific hours for each building will be designated by the District. School days before holidays or vacations shall end at the regularly scheduled time.

- 8.03 ADDITIONAL ACTIVITIES: In addition to the basic school day, teachers shall be required to participate in a reasonable number of school activities beyond the basic teacher's day as is required by the District. The normal duties for teachers shall include a reasonable share of extracurricular, co-curricular and supervisory activities, as determined by the District. Such assignments shall be distributed initially on a voluntary basis, and then as equitably as practicable among the staff. An effort shall be made to schedule such activities taking into consideration the desires of the teacher.
- 8.04 DUTY FREE LUNCH: All teachers shall have a duty free lunch period of thirty (30) minutes except in cases of a short term emergency of 15 days or less, as determined by the District. The lunch period and the starting and ending time of the day may be adjusted for special situations such as an extended school day within the basic day defined herein.
- 8.05 ASSIGNMENTS:
- (A) Teaching Assignment: The normal teaching and classroom assignment for each teacher in the District will be designated by the District. That part of the basic school day during which a teacher does not have assigned classes or other assignments shall be used for preparation time. During this preparation time the teacher shall be available to students for individual help, for faculty, departmental or curriculum meetings, and such other teacher or teacher related activities as may be approved by the District. The District reserves the right to make changes and adjustments in teacher's assignments as the needs of the educational program arise.
- (B) Notice of Assignments: The District shall provide each returning teacher with a notice of assignment, including salary and extracurricular assignment, if any, by June 1. The District reserves the right to make such modifications in assignment as may be appropriate due to the needs of the District.
- (C) Elementary / Intermediate School(s):
1. An elementary teacher shall be available to teach regular teaching class assignments as scheduled by the District, but such assignment shall not include more than a daily average of five and one-half (5.5) hours of regular classroom teaching assignment time, except by mutual written agreement between the teacher and the District.
  2. Student contact time for elementary specialists shall be comparable to the student contact time of the regular classroom teacher.
  3. An elementary teacher shall be available for hallway and other supervisory assignments.
  4. If an elementary teacher is assigned to teach more than a daily average of five and one-half (5.5) hours of regular classroom teaching assignment time, the teacher shall receive additional compensation as provided in 9.06, Article IX, unless a voluntary waiver has been completed and signed prior to the assignment.
  5. A regular elementary classroom teacher will be given a forty-five (45) minute block of preparation time each day within the student contact day.

(D) Middle School:

1. A middle school teacher shall be available to teach an average of *six (6) every-other-day/or three (3) every-day block class assignments per trimester equaling no more than a total of eighteen (18) blocked every-other-day /or nine (9) every-day classes per year* a middle school teacher travels between schools in his/her teaching assignment, no lunchroom or supervisory duty, except the middle school advisory assignment, will be scheduled for that teacher during the trimester when he/she travels.
2. A middle school teacher shall not be required to teach more class *assignments than whose combined minutes will equal more than six (6) every-other-day/or three (3) every-day block class assignments* or its equivalent *per trimester* unless no other teacher is available with the proper certification. However, nothing shall prevent a middle school teacher from accepting more than *six (6) every other day or three (3) everyday block class assignments* or its equivalent *per trimester* provided he/she submits to the principal and the Exclusive Representative a signed statement accepting the extra assignments.
3. If a middle school teacher is assigned more than *six (6) every other day or three (3) everyday block class assignments or its equivalent per trimester*, that teacher shall receive additional compensation pursuant to 9.06 of Article IX unless a voluntary waiver has been completed and signed prior to the assignment.
4. In the event a middle school teacher volunteers to teach an additional subject class assignment in lieu of a supervisory assignment, the principal must provide a waiver form which must be signed by the teacher, principal and the Exclusive Representative.
5. All middle school teachers may be assigned to an advisor-advisee assignment in addition to the *six (6) every other day or three (3) everyday block class assignments* or its equivalent *per trimester*. The advisor-advisee assignment shall not count in subject matter class assignments as an overload pursuant to 9.06 of Article IX.
6. Middle school teachers may be assigned to hallway, locker room or lavatory supervision during the first five minutes or the last five minutes of their assigned instructional preparation time.
7. A middle school teacher shall be assigned two (2) periods for instructional planning per day. One period is for individual instructional preparation, and the other is for team instructional preparation.
8. Supervisory assignments during instructional preparation time shall be divided among all teachers in the building but shall not preclude a teacher from having thirty (30) minutes of duty free time for lunch.

(E) Senior High School:

1. A senior high school teacher shall be available to teach an average of five (5) subject class assignments per trimester and a total of fifteen (15) trimester class assignments or its equivalent per year. If a senior high school teacher travels between schools in his/her teaching assignment, no study hall, lunchroom duty or supervisory duty except the middle school advisory assignment will be assigned to that teacher during the trimester when he/she travels.

2. No senior high school teacher shall be required to teach more than one (1) trimester of six (6) class assignments or its equivalent per year unless no other teacher is available with the proper certification. However, nothing shall prevent a senior high school teacher from accepting more than one (1) trimester of six (6) class assignments or its equivalent per year provided he or she submits to the principal and the Exclusive Representative a signed statement accepting the extra assignments.
  3. A senior high school teacher shall be available to supervise two (2) study hall or lunchroom assignments per year with no more than one (1) assigned per trimester.
  4. A senior high school teacher shall be available for other supervisory duties such as monitoring hallways, lavatories, the resource center, subject areas, laboratories, etc. These duties, if assigned on an as needed basis, shall be assigned among all available teachers by the District.
  5. If a senior high school teacher is assigned more than fifteen (15) trimester class assignments or its equivalent per year, that teacher shall receive additional compensation pursuant to 9.06 of Article IX unless a voluntary waiver has been completed and signed prior to the assignment.
  6. If a senior high school teacher voluntarily, or through District assignment, teaches more than fifteen (15) trimester class assignments during a school year, that teacher shall be provided the option to choose between a study hall assignment or supervisory duty assignment during trimesters when five (5) or less trimester classes are assigned. The number of options shall be equal to the number of teaching assignments in excess of fifteen (15) trimester class assignments.
  7. A senior high school teacher shall be provided at least one (1) period of preparation time during the normal student day.
  8. In the event a senior high school teacher volunteers to teach an additional subject class assignment in lieu of a study hall assignment or supervisory assignment, the principal must provide a waiver form which must be signed by the teacher, principal, and the Exclusive Representative.
  9. A senior high school teacher who is assigned six class assignments during a trimester and fifteen (15) class assignments or its equivalent per year shall be assigned not more than one supervisory duty period during any trimester of less than five (5) class assignments. All preparation time is subject to Article VIII Section 8.05, Sub. A.
  10. All senior high school teachers may be assigned to an advisor-advisee assignment in addition to the five-(5) subject matter class assignments. The advisor-advisee assignment shall not count in subject matter class assignments as an overload pursuant to 9.06 of Article IX.
- (F) Curriculum Assignments: Curriculum planning and/or curriculum writing meetings assigned to teachers may be scheduled by the District to include hours during the teacher duty day and duty year or hours outside of the teacher duty day and duty year. If the meetings are scheduled outside of the teacher duty day or duty year, teachers assigned to do curriculum planning or writing shall be compensated per Salary Schedule C for the assigned meeting time as approved by the District.

(G) Shared Teaching Assignments: Tenured teachers may request to share a teaching position providing they 1) make a written request to do so by February 1 of each year 2) include in their written request a request for a part-time leave of absence from full-time employment. The written request shall be forwarded to the superintendent through the appropriate building principal. Hours to be worked by the teachers shall be as determined by the District taking into account the continuity of the instructional program and the desires of the teacher. A written response with a short explanation shall be given to the applicants by March 1. If approved by the District, a shared teaching position shall be for one school year only and may be renewed for a subsequent year providing a request is made and written approval is granted. Salary shall be pro-rated and insurance benefits shall be determined in accordance with Article XI.

8.06 STAFF TRAINING & COMMITTEE ASSIGNMENTS: Staff training and/or committee meetings assigned to teachers may be scheduled by the District to include hours during the teacher day and duty year, or hours outside of the teacher day and duty year. If the meetings are scheduled outside of the teacher duty day or duty year, and the assignment is required by a building or District administrator, the teacher shall be compensated per Salary Schedule C for the assigned meeting time as approved by the District. The District administration may, at its discretion, offer Board Credit at the rate of one (1) Board Credit per ten hours of work or alternate compensation for teachers at the MA60 level or higher. When both compensation and Board Credits are offered, the teacher will have a choice between the two options.

## **ARTICLE IX BASIC COMPENSATION**

9.01 SALARY SCHEDULE:

(A) The wages and salaries reflected in Schedule A, attached hereto, shall be part of this Agreement for the 2009-2010 school year. The wages and salaries reflected in Schedule B, attached hereto, shall be a part of this Agreement for the 2010-2011 school year. Teachers shall advance one step on the salary schedule, subject to the right of the District to withhold increases in the form of increments, lane changes, or other increases in individual cases for just cause. A salary increase shall not be withheld unless the teacher is notified in writing of the deficiency and given opportunity to correct such deficiency.

(B) Teachers who reach the BA+60 or MA+60 lanes and have earned an additional 15 credits prior to June 1, 2005, shall be paid an additional salary of \$500 for BA+75 or \$750 for MA +75.

9.02 STATUS OF SALARY SCHEDULE: The salary schedules shall not be construed to be part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to commencement of the subsequent school year, teacher shall be compensated according to the previous year's contracted salary until such time a successor Agreement is executed. This provision shall not be construed to affect retroactivity, which the parties recognize as a negotiable item.

9.03 PLACEMENT ON THE SALARY SCHEDULE: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

(A) All credits, which are applicable to salary schedule lane placement, shall be either "in-field" or "general education" credits that have been approved by the Superintendent in writing.

(B) "In-field Credits": are graduate or undergraduate credits earned from a National Council for the Accreditation of Teacher Education (NCATE) accredited school in the

licensed field in which the teacher teaches, except as provided in 9.04 A. At times credits may be approved as "in-field" credits in areas designated by the Superintendent as District-wide priority areas for periods of no less than one year. Board credits offered through the District's continuing education classes will also be considered "in-field" credits.

- (C) "General Education Credits": are graduate or undergraduate credits earned in an NCATE accredited school in the field of professional education except as provided in 9.04 A.
- (D) Credits earned after November 1, 1976 shall be permitted to earn salary schedule lane placement credits as follows:
  - 1. Any teacher having a bachelor's degree shall be permitted to earn a total of twenty-five (25) quarter hour credits of "general education" credits beyond the bachelor's degree. All other credits must be "in-field" credits. All credits must receive written pre-approval by the Superintendent before they can be applied to salary schedule lane placement.
  - 2. Any teacher having a master's degree shall be permitted to earn a total of twenty-five (25) quarter hour credits of "general education" credits beyond the master's degree. All other credits must be "in-field" credits. All credits must receive pre-approval from the Superintendent before they can be applied to salary schedule lane placement.
  - 3. Any teacher who has been admitted into an NCATE accredited graduate school and who has presented to the Superintendent for his/her approval, a graduate program consisting of 50% or more of "in-field" credits and which has been approved and signed by the teacher's major advisor shall be permitted to complete that program without any further pre-approval of credits except if the teacher desires to change any course(s) in the originally approved program.
- (E) Industrial Equivalency Credit shall be applicable in determining lane change placement for licensed teachers currently employed by the District in a field for which the District determines a need for Vocational Certification.
  - 1. "Industrial training" is defined to mean advanced technical training directly germane to the current teaching assignment, which has received written prior approval from the Superintendent. The formula for transposing clock hours as earned in industrial training shall be as follows: 15 class hours of approved industrial training shall be counted as one (1) credit for the purpose of salary advancement.
  - 2. Approved "work related experience" is defined to mean work experience for the purpose of obtaining vocational certification. Work related experience shall be approved in writing by the Superintendent prior to the beginning of work.
    - a. The formula for transposing clock hours as earned in approved work related experience shall be as follows: 50 hours of college approved and supervised work experience or 100 hours of work experience not college approved or supervised shall be counted as one (1) credit for the purpose of salary advancement.
    - b. In college approved and supervised work related experience, the teacher shall have the option of using either the earned college credits or the District approved work related experience credits, but not both, for salary advancement.

c. Work related experience credit for lane change purposes should be limited to a maximum of ten (10) hours per week when school is in session.

- (F) Prior Approval and Grade: All teachers are requested to submit their pre-approval credit request form to their building principal at least thirty (30) calendar days before the commencement date of the course in order to provide the District with adequate time to review, evaluate and approve or disapprove the request. Any teacher taking a course without the prior written approval of the Superintendent does so at his/her own risk. To be eligible for lane change consideration, all submitted credits are required to carry a grade of "B" or higher, (or pass if such a system is required), or meet the District standards for Board Credit.
- (G) Effective Date: Individual contracts will be modified to reflect qualified lane changes once each year retroactive to the beginning of the school year provided a college prepared transcript, grade statement, or grade report is submitted to the District Personnel Office no later than January 15. The modification of individual contracts for all teachers who qualify pursuant to this section shall take place during the month of February except as specified below. Credits submitted after that day, even though otherwise qualifying, shall not be considered until the following school year. In the event a college prepared transcript, grade statement, or grade report is not available through no fault of the teacher, other satisfactory evidence of successful course completion will be accepted pending receipt of same by the Personnel Office. Salary adjustment retroactive to the first duty day of the school year shall not be made until the appropriate information is received.
- (H) Advanced Degree Program: A teacher shall be paid on the masters degree lane only if 50% or more of the credits in the degree program are in-field credits as approved by the Superintendent and the general degree program is approved in writing by the Superintendent in advance.
- (I) Payment of Present Salary: Changes in rules contained herein relating to the application of credits on the salary schedule shall not be retroactive in application but shall govern all placement effective with the execution of the Agreement.
- (J) Prior Experience: 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 teacher and the District.
- (K) Experience Credit: For purposes of this Agreement, to obtain credit for a year of experience, a teacher must have been employed at least ninety-two (92) days during the school year. Teachers who teach less than ninety-two (92) days shall be given an experience increment every two (2) years.
- (L) Involuntary Transfer: A teacher shall not be reduced in salary lane if the teacher is involuntarily reassigned to a teaching position where his/her credits or degree are not germane.

#### 9.04 CREDIT APPLICATION:

- (A) Credits to apply to lanes beyond a particular degree lane must be earned subsequent to the earning of the degree and must be taken at an institution accredited by the National Council for the Accreditation of Teacher Education, except as otherwise approved as an exception by the Superintendent.
- (B) It is understood and agreed by both parties that credits not reported to the District within one (1) calendar year following completion of the courses for which the credits were earned shall not be considered applicable for lane change purpose.

- (C) Prior to the execution of the teacher's first teaching contract with the District as a licensed teacher, the teacher shall report to the District, in writing, all credits earned prior to the start of employment in the District beyond those required for the teacher's *initial license*. This report shall be made in the form of an official transcript from the college or university where these courses were completed. This report shall be made available to the District prior to final execution of the teacher's first contract with the District. Credits not reported in accordance with this requirement will not be eligible for consideration for lane change purposes. Any credits earned beyond a bachelor's degree, and required to obtain licensure, may be applicable to initial placement on the salary schedule upon approval of Superintendent.
- (D) For teachers employed prior to the final execution of this agreement, credits earned to acquire a teaching license shall not be applicable for lane change purposes unless earned at the written direction of the District. Credits earned to fulfill state licensure requirements shall be applicable for lane change credit providing written request is made to the Superintendent prior to enrollment in the course and same is approved. Credits may involve video courses, correspondence work, online courses, or self study at the sole discretion of the Superintendent.

- 9.05 DEDUCTIONS: In the event that a teacher employed for the regular 185 duty day year is absent without paid leave and a pay deduction is to be made for such absence, the amount of the deduction shall be 1/185 of the teacher's basic contract salary. In the event that a teacher's duty year is different than the regular 185 day year, the divisor will be adjusted accordingly. In the event the absence is for less than a full day, 1/8 of the daily rate shall be deducted for each hour's absence.
- 9.06 ADDITIONAL HOUR: In the event that a teacher is assigned an additional hour of student contact beyond the contract provided in Article VIII, Section 8.05 (C, D, E), the teacher shall be compensated additionally at the rate of \$4,200 per year.
- 9.07 SUBSTITUTE TEACHERS: Substitute teachers employed less than an average of ten (10) hours per week or ninety-two (92) days per year shall be compensated at a rate not less than current District policy.
- 9.08 PART-TIME TEACHERS: Part-time teachers employed less than an average of ten (10) hours per week or ninety-two (92) days per year shall be compensated at a rate not less than current District policy.

## **ARTICLE X EXTRA COMPENSATION**

- 10.01 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. However, existing individual contracts shall not be modified except pursuant to M.S. 122A.40.
- 10.02 EXTRACURRICULAR COMPENSATION: The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Agreement, payment to be made as agreed by the teacher and the Superintendent.
- 10.03 ASSIGNMENT OF EXTRACURRICULAR DUTIES:
  - (A) The District may assign the teacher to extracurricular assignments subject to established compensation for such services which exceed the teaching or non-teaching services prescribed in the basic contract. Said extracurricular assignment may or may not appear in the basic contract. The District may make

any additions or amendments to these assignments during the term of the school year as it deems are necessary.

- (B) The District may assign any teacher to non-teaching or extra-curricular duties on an equitable basis when the needs of the District so require.
- (C) Any new or replacement extra-curricular activity assignments shall be posted internally for current teaching staff before opening them up to applicants in the general public.

10.04 SUBSTITUTE TEACHING: A teacher having to assume another teacher's class during the school day, and during a time when such teacher does not have a scheduled class, shall be compensated at the rate of \$25.00 per class period *in the elementary, intermediate, and high schools and at the rate of \$50.00 per class period in the middle school*. During inclement weather which causes more than normal student absence or faculty absence, if two classes need to be combined during a teacher's scheduled class period for substituting purposes and that combined enrollment does not exceed the teacher's regular class membership by more than seven (7) students, no reimbursement shall be paid.

10.05 NEW POSITIONS: In the event of the addition of an extracurricular position not included in the present Agreement, the District shall negotiate the stipend with the Exclusive Representative. Pending completion of negotiations, the District may establish a temporary rate for such position.

10.06 NATIONAL CERTIFICATION (S): Any Teacher that earns certification from the National Board of Teaching (National Certification), national certification of Competence from the American Speech/Language Hearing Association, national certification as a Registered Occupational Therapist, national certification from the NCSP (National Certified School Psychologists), or earns an E.D.D. or P.H.D, shall be compensated One Thousand dollars (\$1000.00) annually for life of that certification. This amount shall be in addition to the amount the teacher is compensated according to Schedule A or B.

## **ARTICLE XI GROUP INSURANCE**

The selection of the insurance carrier and policy shall be made by the District as provided by law.

11.01 MEDICAL-HOSPITALIZATION INSURANCE:

(A) Single Coverage

1) Effective July 1, 2009, the District shall contribute a sum not to exceed \$485.72 per month toward the premium for single medical-hospitalization insurance coverage for full-time teachers employed by the District who qualify for and are enrolled in the District's group health and hospitalization plan.

2) Effective July 1, 2009, for any full-time teacher enrolled in the District's high deductible single medical insurance plan, the District shall pay the full single high deductible plan premium. In addition, the District shall contribute \$82.00 per month into a VEBA account in the employee's name.

3) Effective July 1, 2010, the district shall contribute a sum not to exceed \$460 per month of the single medical-hospitalization insurance coverage for full-time teachers employed by the District who qualify for and are enrolled in the District's group health

and hospitalization plan. For any full-time teacher enrolled in a District high deductible single medical insurance plan, the district shall contribute the difference between the premium and \$542 per month into a VEBA account in the employee's name. Any additional cost of the premium above \$460 per month shall be borne by the teacher and paid by payroll deduction.

(B) Family Coverage

1. Effective July 1, 2009, the District shall contribute a sum not to exceed \$785.00 per month toward the premium for family medical-hospitalization insurance coverage for full-time teachers employed by the District who qualify for and are enrolled in the District's group health and hospitalization plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

2. Effective July 1, 2009, any full-time teacher who enrolls in the District's high deductible family medical insurance plan shall have \$82.00 per month redirected from the District's contribution toward health insurance premiums and deposited in a VEBA account in the employee's name. Furthermore, the District will pay an additional \$40 per month to be deposited in a VEBA account in the employee's name.

3. Effective July 1, 2010, the District shall contribute a sum not to exceed \$785.00 per month toward the premium for family medical-hospitalization insurance coverage for full-time teachers employed by the District who qualify for and are enrolled in the District's group health and hospitalization co-payment plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

4. Effective July 1, 2010, the District shall contribute a sum not to exceed \$805.00 per month toward the premium for family medical-hospitalization insurance coverage for full-time teachers employed by the District who qualify for and are enrolled in a District group health and hospitalization high-deductible plan. Additionally, any full-time teacher enrolled in a District high deductible family medical insurance plan shall have \$82.00 per month redirected from the District's contribution toward health insurance premiums and deposited in a VEBA account in the employee's name. Furthermore, the District will pay an additional \$40 per month to be deposited in a VEBA account in the employee's name.

11.02 LIFE INSURANCE: The District shall provide a \$50,000 life insurance policy for each full-time teacher employed by the District and who qualifies for and is enrolled in the District's life insurance plan. The District will continue to make arrangements with the carrier to permit the individual teacher to purchase additional coverage at his/her own expense at such rates and limitations as are provided by the carrier and the District.

11.03 DENTAL INSURANCE: The District shall contribute a sum not to exceed \$35.00 per month toward the premium for dental coverage for full-time teachers employed by the District who qualify for and are enrolled in the District dental insurance plan. Any additional costs of the premium shall be borne by the teacher and paid by payroll deduction.

11.04 INCOME PROTECTION: District shall contribute 50% of the premium for purchase of the group income protection plan by the District for full-time teachers participating in the plan. Effective July 1, 2008 the employee shall contribute 100% of the premium for the group income protection plan provided by the District for full-time teachers participating in the plan. The District shall attempt to select a carrier and policy that provides

- (A) Payment to a teacher if the teacher is totally disabled and under regular care of a licensed physician as a result of accident or sickness.
- (B) Benefits to begin after sixty (60) consecutive days of total disability. The income benefit with total disability to be equal to 66-2/3% of the basic monthly earnings.
- (C) Full coverage of pre-existing physical and mental conditions will be fully covered.
- (D) The income benefit to be reduced by the amount of any benefits payable under Workers' Compensation or similar legislation, such as TRA, PERA, Social Security, or any other federal, state or municipal government plan.
- (E) The outline of provisions herein is subject to the master policy. If there is a conflict, the terms of the master policy shall govern. For more detailed information on the master policy, a teacher should seek this information through the School District Office.

11.05 CLAIMS AGAINST THE 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 District pursuant to this article. It is further understood that the 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 District as a result of a denial of insurance benefits by an insurance carrier.

11.06 DURATION OF INSURANCE AND INSURANCE CONTRIBUTION: Upon termination of employment, all District participation and contribution shall cease at the end of that month. However, any terminated teachers may continue coverage in the group plan, at their own expense, in accordance with state and federal law.

11.07 ELIGIBLE TEACHERS: The parties agree that only full-time teachers shall be eligible for full group insurance benefits as provided in this article. For purposes of this Article, a full-time teacher shall be one regularly contracted at least .8 FTE contract during regular school year or a teacher who is contracted by District 16 to replace one or more full-time teacher(s) during the school year and who works at least 92 full days during said year. Any teacher who is employed during the regular school year on a .5 to .79 FTE contract, or hourly teachers scheduled to work the equivalent of a .5 or more FTE contract during the regular school year shall receive one-half (1/2) of all group insurance contributions during the time such contract is in force. A teacher employed for a lesser period of time shall not be entitled to the benefits of this article.

11.08 INSURANCE APPLICATION: In the event of a teacher's death, the spouse/ family will be permitted to continue to participate in group insurance programs, if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the teacher's death. It is the responsibility of the spouse/family to make arrangements with the District Personnel Office to pay to the District the monthly premium amounts in advance and on such date as determined by the District. Failure to make such payment will result in cancellation of coverage. The right to continue to participate in such group insurance programs shall be governed by state statute.

11.09 PRE-TAXED SECTION 125 PLAN: The District will offer a comprehensive pre-taxed IRS section 125 plan and in-service each teacher annually prior to each renewal date. The teacher reserves the right to renew the plan annually. Once a teacher has elected to participate in the plan, that election is irrevocable for that year, unless the teacher's family status changes in one of the following ways: marriage, divorce, legal separation,

death of participant, change in number of dependents, change in the employment of teacher or spouse.

**ARTICLE XII  
LEAVES OF ABSENCE**

12.01 GENERAL PROVISIONS:

- (A) For the purpose of this article, a full-time teacher is a teacher regularly employed by the District at least 1100 hours (.8 FTE) during the regular school year. A part-time teacher is an hourly teacher or a teacher employed by the District at least 0.5 FTE but less than 1100 annual hours during the regular school year.
- (B) Any teacher who moves from full-time employment to part-time employment or vice versa shall be entitled to utilize all his/her accumulated leave days.
- (C) Leave days shall not accumulate while the teacher is on extended leave, unpaid leave, long-term disability, or any month during which the teacher does not perform duties on at least 50% of the scheduled duty days.
- (D) Leave days will not accrue, and a teacher will not be eligible to receive leave pay as long as such teacher is eligible for long-term disability compensation.
- (E) No leave days will be utilized or accrued during summer work.

12.02 LEAVE ACCRUAL AND USAGE:

(A) Full-time Teachers

- 1. Full-time Teachers shall be awarded 13 days per annum at the commencement of the regular school year less any appropriate reductions.
- 2. Unused leave days may accumulate to a maximum credit of 180 days. This clause is non-retroactive.
- 3. Wellness Incentive: Any full time Teacher with a minimum of fifty (50) days in their leave bank are eligible to participate in the incentive of selling back leave days at \$100 per day for contribution to their VEBA plan. The selling back of these days is not matched by the District. Leave days include all absences. The eligibility for conversion will be based on the following schedule.

<u>Leave Days Used In Previous Year</u>	<u>Number of days_ Allowed to Sell</u>
1 or less days	5 leave days at \$100 per day
Greater than 1 day, up to 3 days	3 leave days at \$100 per day

Leave days include any absence other than personal days when a deduction in leave occurs.

- 4. Eligible Teachers: The parties agree that only full-time teachers shall be eligible for all leave benefits as provided in this Article.

(B) Part-time Teachers:

- 1. A part-time teacher shall accrue annual leave days at the rate of 6.0 hours for each month of employment by the District during the regular school year up to a total of 60 hours per annum.
- 2. Unused leave days may accumulate to a maximum credit of sixty (60) days. This clause is non-retroactive.
- 3. A part-time teacher may use up to six (6) days (equal to the length of the teacher's regular workday) of their annual accrual, in advance of accrual, if

they have performed their regular duties for at least ten (10) working days of the then-current regular school year, including preschool workshop. In the event that such sick days are utilized prior to being earned, such days will be deducted from future personal days and leave accumulations. In the event a teacher who has been permitted to utilize sick leave in advance of accrual leaves the employ of the District, that teacher shall be liable to the District for any sick leave pay advanced beyond his/her earned accrual. That pay shall be deducted from the last paycheck that teacher receives from the District. Request must be made in writing to the Superintendent as soon as practicable.

4. Eligible Teachers: Part-time teachers shall be eligible for leaves under this Article except for interim sick pay, personal days, general leave, and jury duty. The District will observe the requirements of Federal and State Statute.

### 12.03 SHORT TERM LEAVE DAYS

- (A) Sick Days: Leave pay shall be allowed by the District whenever a teacher's absence is found to have been due to his/her illness which prevented his/her attendance at school and performance of duty on that day or days.

1. Teachers who have been absent from work for five (5) or more consecutive working days must furnish a physician's certificate indicating that such absence was due to illness and the teacher has returned to good health and is able to return to work in order to qualify for leave pay and in order to return to work.
2. The District may also require a physician's certificate for absence of shorter duration.
3. A teacher who fails to provide a required certificate will not receive leave pay.
4. Teachers may utilize sick days for illness involving the teacher's spouse, parents, children, or their own illness, as permitted by law.
5. Sick days allowed should be deducted from the accrued leave days earned by the teacher.

- (B) Personal Day(s): A full-time teacher shall be eligible for three (3) personal days per annum (non-accumulative):

1. Request for personal day(s) must be made to the supervising administrator, in writing, at least ten (10) working days prior to the day of planned absence.
2. The teacher does not need to provide a reason when requesting/taking personal day(s).
3. Personal day(s) shall be granted during any day of the school year except for the first or last five days of the student's school year, parent/teacher conference days, staff workshop days, or days with scheduled significant events at a particular school as determined by the Superintendent.
4. Personal day(s) shall be limited per day as follows: two (2) teachers per Elementary building, two (2) teachers for the Intermediate building, and three (3) for the Middle School and three (3) for the High School building. If requests exceed those limitations, priority shall be on a first-come first-served basis, based on the date the request was received by the supervising administrator.

5. Personal days may not be used for purposes of appearing before court, grievance arbitrator or other proceedings in which he/she is a participant individually or by membership in an organization in any action against the District.
6. Personal leave day(s) shall be deducted from the teacher's accumulated leave days.
7. At least the day before the absence, classroom plans and activities shall be provided for the substitute teacher.

(C) Emergency Days:

A teacher is eligible for emergency days at the discretion of the District. Emergency days are reserved for unanticipated, unforeseeable situations that require the teacher's personal attention which cannot be attended to when school is not in session and which are not covered under other short term leave days.

1. Unavoidable court appearances, accidents, catastrophes, and sudden acts of nature, are examples of situations where the District may grant emergency days upon the written approval of the Superintendent.
2. Request for emergency days must be made in writing to the Superintendent at least three (3) days in advance, or as soon as practicable. The request shall state the reason for proposed absences. The reason shall remain confidential with District officials. The District reserves the right to refuse to grant emergency days.
3. An emergency leave day shall normally not be granted for the day preceding or the day following holidays or vacations, or the first or last days of the school year.
4. Emergency days used will be deducted from personal days and accumulated leave days.

(D) Bereavement Days:

1. Up to five (5) days of bereavement leave per occurrence shall be granted for death in the family or deaths of people who were of personal significance to a teacher.
2. Bereavement Days used shall be deducted from accumulated leave days.

(E) Adoption Days:

1. The District shall grant adoption days to any teacher who makes a written application for such absence.
2. A teacher shall notify the Superintendent, in writing, when the teacher enters an adoption program.
3. Upon learning of the date of home placement, a teacher shall inform the Superintendent, in writing, the commencement date, return date, and that he/she plans to utilize up to ten (10) days of accrued sick leave days to accommodate the placement and adoption of the child.
4. Days used pursuant to this section shall be deducted from accumulated leave days.

- (F) Parental Days for Childbirth: Immediately preceding or following the anticipated birth of a child, a non-disabled parent may utilize up to ten (10) days of accumulated leave.
- (G) Jury Duty Days: A teacher who is called for jury duty will be reimbursed for the difference between the amount paid for such services and the teacher's regular salary during the period of service. Teachers will be expected to report for their regular duties when temporarily excused from the attendance at court.
- (H) Religious Days: Teachers shall be granted up to three (3) religious holidays during the school year, if the holidays occur at times other than normal breaks in the school calendar. The days used shall be deducted from leave days in accordance with State law.

12.04 EXTENDED LEAVES GENERAL PROVISIONS

- (A) Insurance Application:
  1. A teacher on unpaid leave under this article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but he/she shall pay the entire premium for programs he/she wishes to retain, commencing with the beginning of the leave. It is the responsibility of the teacher to make arrangements with the District to pay to the District the monthly premium amounts in advance and on such date as determined by the District. Failure to make such payments will result in cancellation of coverage. The right to continue participation in such group insurance programs following termination of employment will be as provided by law.
  2. Any continuing contracted licensed teacher shall be permitted to continue membership in the medical hospitalization insurance plan covered by this Agreement as long as all of the following conditions are met:
    - a. Teacher is employed annually for .5 FTE or more and
    - b. Teacher becomes disabled and continues to be disabled
    - c. Teacher is unable to teach while employed by the District
    - d. Teacher is not eligible to participate in any other group medical hospitalization insurance plan and
    - e. Teacher has ten (10) or more years of service with the District and
    - f. Teacher purchases such coverage at his/her own expense
    - g. The District insurance carrier permits such coverage.

The right to such participation shall extend until the teacher becomes qualified for Medicare.

- (C) Experience Credit: A teacher on unpaid leave under this article shall retain such amounts 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 while a teacher is on leave under this section.
- (D) Seniority: For purposes of seniority standing, a teacher on leave, pursuant to this article, shall accrue seniority during his/her first calendar year of such leave of absence. Seniority shall not accrue for teachers on continuous leave of absence beyond the first year of such leave.

- (E) Return Notification: Teachers on any leave of absence (except those specified in M.S. 122A.46 and short term leaves) shall each year notify the Superintendent in writing by March 1, of their intention to return to employment by the District. Failure to do so shall constitute waiver by the teacher to any further reinstatement or employment rights and also shall constitute forfeiture to any future employment rights.

#### 12.05 EXTENDED LEAVES

(A) Childcare Leave:

1. The District shall grant a childcare leave, subject to the provisions of this section, to one (1) parent of a natural or adopted child.
2. A teacher making application for childcare leave shall inform the Superintendent in writing of intention to take the leave. A teacher anticipating applying for childcare leave upon the birth of his/her baby shall notify the District 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.
3. In the event of pregnancy, a teacher may continue her duties until physically unable to perform the essential functions of her job and thereafter utilize sick leave with pay during the period of disability. Thereafter, a teacher may request a childcare leave. However, if the teacher requests a childcare leave to commence prior to the onset of disability, sick days can not be utilized. The District will observe the requirements of the Federal Family Medical Leave Act.
4. A beginning date and date of return from childcare leave shall be determined by mutual agreement between the teacher and the District.
5. In making a determination concerning the commencement and duration of a child care leave, the District shall not, in any event, be required to:
  - (a) Grant any leave more than twelve (12) months in duration.
  - (b) Permit the teacher to return to employment prior to the date designated in the request for childcare leave.
6. A teacher returning from childcare leave shall be re-employed in a position for which licensed unless previously discharged or placed on un-requested leave.
7. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the teacher mutually agree to an extension in the leave.
8. Childcare leave under this section shall be without pay.

(B) Family and Medical Leave: Teachers shall be eligible for Family and Medical Leaves pursuant to Federal and State Statutes.

(C) Medical Leave:

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

2. A request for leave of absence 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.
3. A teacher who fails to comply with the provisions of this section or who fails to seek a medical leave as provided in this section shall be terminated by the District. If a teacher is not granted a medical leave of absence or a renewal of a medical leave of absence, in the discretion of the District, such teacher's employment will be terminated.

(D) Interim Sick Pay:

1. "Interim sick pay" is defined as the difference in salary between the teacher's present base contract daily salary and the substitute salary for those days exceeding the expenditure of the accumulated sick leave and the time that long-term disability becomes effective, not to exceed sixty (60) working days.
2. Interim sick leave will be granted only to those full-time teachers who carry long-term disability insurance under the District's group plan.
3. Interim sick leave shall not exceed the number of working days remaining between the time the accumulated sick leave is used up and the time the long-term disability insurance commences. Long term disability insurance is effective sixty (60) calendar days after a teacher becomes disabled.
4. Interim sick leave will be granted only once to a teacher during any one (1) school year.
5. Application must be made on forms provided by the District and be submitted to the District with a physician's statement.
6. The District will approve interim sick leave pay requests if such requests meet the requirements set forth herein.

(E) Workers' Compensation:

1. Pursuant to M.S. Chapter 176, a teacher injured on the job in the service of the District and collecting workers' compensation insurance, may choose to draw leave pay and receive full salary from the 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 leave days.
2. In no event shall the additional compensation paid to the teacher by virtue of leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the teacher.
3. A teacher who elects to receive leave pay pursuant to this section shall submit his/her worker compensation check, endorsed to the District, prior to receiving payment from the District for this absence.

(F) Military Leave: Military leave shall be granted pursuant to applicable law.

(G) General Leaves of Absence:

1. Full-time teachers with a minimum of two (2) years experience in the District may apply for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the discretion of the District.

2. Written application for such leave must be made, in advance, to the Superintendent.
3. Such leave may be granted by the District for overseas teaching, Peace Corps, Vista, National Teacher Corps, extended illness in the teacher's family, civic activities, political office or other reasons deemed appropriate by the District.

### **ARTICLE XIII GRIEVANCE PROCEDURE**

- 13.01 GRIEVANCE DEFINITION A "grievance" shall mean an allegation by a teacher(s) resulting in a dispute or disagreement between the teacher(s) and the District as to the interpretation or application of terms and conditions of employment insofar as such matters are covered by this Agreement.
- 13.02 REPRESENTATIVE: The teacher(s), and the District may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf. However, the grievant(s) must be personally present and available for questioning at all grievance hearings. However, when five (5) or more teachers grieve the same issue, a minimum of five (5) grievants must be personally present and available for questioning at all grievance hearings. Grievance hearings shall be rescheduled and time limits extended per 13.03 (A) if parties involved cannot be present due to conflict with assignment schedules, illness, etc.
- 13.03 DEFINITIONS AND INTERPRETATIONS:
- (A) Extension: Time limits specified in this Agreement may be extended by mutual agreement.
  - (B) Days: Reference to days regarding time periods in this procedure shall refer to teacher duty days.
  - (C) Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.
  - (D) Filing and Postmark: The filing or service of any notice or document herein shall be Service within the time period.
- 13.04 TIME LIMITATION AND WAIVER: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred, or within twenty (20) days after the teacher, 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 level 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 District's designee.
- 13.05 ADJUSTMENT OF GRIEVANCE: The District and the teacher shall attempt to adjust all grievances that may arise during the course of employment of any teacher within the District in the following manner:

- (A) Level I: If the grievance is not resolved through informal discussions, the District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.
- (B) Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent shall set a time and meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within seven (7) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.
- (C) Level III: The School Board shall review any decisions issued under Level I and Level II at the written request of the grievant provided such appeal is filed in the office of the Superintendent within the (10) days after the receipt of the decision at Level II, or at its own instance, provided that the School Board or its representative notifies the parties of the intention to review within the (10) days after the decision at Levels I or II has been rendered. In the event the School Board reviews a grievance or hears an appeal under this section, it shall have the right to affirm, reverse, or modify such decision. At the option of the School Board, a sub-committee or representative(s) of the Board may be designated to hear the appeal at Level III and report any findings or recommendations, along with the written appeal from the grievant, to the School Board, which shall issue its decision within fifteen (15) days after the hearing. The School Board, or its representative, shall hear all appeals within twenty (20) days after their receipt.

13.06 WAIVER OF STEP: Upon mutual agreement of the parties, any step of this procedure may be waived and processed at a higher level.

13.07 DENIAL OF GRIEVANCE: Failure by the District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level. Nothing in this section shall relieve the District of its duty to issue a written decision at Level I and Level II.

13.08 ARBITRATION PROCEDURES: In the event that the teacher and the District are unable to resolve a grievance, the grievance may be submitted to arbitration as defined herein:

- (A) Intent to Arbitrate: An intent to submit a grievance to arbitration must be in writing signed by the aggrieved party and must be filed in the office of the Superintendent within twelve (12) days following the decision in Level III or within twelve (12) days after the decision of the School Board, if the School Board reviews a decision, pursuant to 13.05 (C) of the grievance procedure.
- (B) Prior Procedure Required: No grievance shall be considered by the arbitrator that has not been first duly processed in accordance with the grievance procedure and appeal provisions.
- (C) Selection of Arbitrator: If no agreement on an arbitrator is reached, either party may request the B. M. S. to appoint an arbitrator, pursuant to the P.E.L.R.A., providing such request is made within fifteen (15) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after receipt of said request. The failure to request an arbitrator from the B. M. S. within the time periods provided herein shall constitute a waiver of the grievance.
- (D) Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the

arbitrator, with a copy to the District, the submission of the grievance which shall include the written documents relating to Section 13.05 of the grievance procedure.

- (E) 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.
- (F) 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 of arbitration decisions as defined by the P.E.L.R.A.
- (G) Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator and any other expenses that 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 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.
- (H) 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.

13.09 ARBITRATION PROCEEDINGS: The parties agree that arbitration hearings shall not be held during the teacher's defined duty day except by mutual consent of the parties.

13.10 GRIEVANCE FORM: A form, which must be used for filing grievances, shall be provided by the District (Attachment A). Such form shall be readily accessible in all buildings.

13.11 ELECTION OF REMEDIES AND WAIVER: A teacher instituting any action, proceeding or complaint in a federal or state court of law, 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 form as outlined herein, the teacher shall waive his/her 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.

#### **ARTICLE XIV UN-REQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY**

14.01 PURPOSE: The purpose of this article is to implement the provisions of M.S. 122A.40, Sub. 10, and provide a definition of seniority and a plan for un-requested leave because

of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

#### 14.02 DEFINITIONS:

- (A) "Teacher" means a continuing contract teacher who is regularly employed at least an average of ten (10) hours per week and ninety-two (92) days per year. Any person employed less than an average of ten (10) hours per week or ninety-two (92) days per year, and substitute teachers, shall not acquire seniority.
- (B) There shall be two separate seniority lists for teachers. Teachers may accrue seniority on Seniority List A or Seniority List B, or both Seniority List, A and B as determined by the teacher's District assignment or assignments.
  - 1. Seniority List A: "Qualified" shall mean a teacher who is licensed to teach full-time, has been assigned by the District to a position requiring a specific state license, and has successfully performed the assignment for the District.
  - 2. Seniority List B: "Qualified" shall mean a teacher who is licensed to teach full-time, has been assigned by the district to a position not requiring a specific state license and has successfully performed that assignment for the district. Examples of these position assignments are Gifted Coord., Computer Resource Teacher, Title 1, etc.
- (C) "Seniority" means the number of days of continuous service during the regular school year, reduced by any days in excess of one calendar year on full-time leave of absence, (excluding summer sessions, extended employment, etc.), by a continuing contract teacher commencing with the first day of actual service in the District. "Seniority" shall exclude probationary teachers and those teachers who are acting incumbents for teachers on authorized military or other similar leaves of absence. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated, by action of the School Board and the teacher without interruption of regular service, shall retain his/her original seniority date.

#### 14.03 UN-REQUESTED LEAVES OF ABSENCE:

- (A) The District may place on un-requested leave of absence for a period not exceeding five (5) calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the District.
- (B) Teachers placed on such leave shall receive notice pursuant to M.S. 122A.40.
- (C) Teachers placed on un-requested leave shall be done in inverse order of seniority in positions for which teachers are qualified and covered by this Agreement. No teacher shall be placed on un-requested leave if there is any other qualified teacher with less seniority employed by the District. The District shall not be required to assign a more senior teacher to an assignment which is different from that which he/she is administratively assigned in order to accommodate the seniority claims of a less senior teacher.
- (D) The provisions herein shall not apply if application will result in any violation of the District's affirmative action program which shall include ethnic, race, color or sex, and any person employed in an affirmative action program may be retained in the

same field or subject matter of a teacher with greater seniority if it is necessary to effectuate the purposes of such affirmative action program.

- (E) In the event of a staff reduction, action affecting teachers who have equal seniority and whose first date of employment commenced on the same date, the selection of the teachers for purposes of discontinuance shall be determined by the date the teacher's contract was approved by the District. If equal seniority still exists, then the date that the teacher signed the contract shall be considered, the earliest date to be considered the senior teacher. If equal seniority still exists then the selection shall be at the sole discretion of the District.
- (F) Any teacher placed on such leave may engage in teaching or other occupations during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation and leave will not result in loss of credit for years of service in the district earned prior to commencement of such leave.

#### 14.04 REINSTATEMENT:

- (A) No new teacher shall be employed by the District in a specific position while any teacher qualified for that position is on un-requested leave of absence in positions covered by this Agreement. Teachers placed on un-requested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the District covered by this Agreement in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on un-requested leave.
- (B) Any teacher on un-requested leave of absence who is licensed in the field and subject matter for a vacant posted position, but who is not listed as qualified for the position, shall have rights to an interview for the position providing he/she makes application through the District Personnel Office in a timely manner.
- (C) When placed on un-requested leave, a teacher shall file his/her name and address with the District Personnel Office to which any notice of reinstatement or availability of position shall be mailed by certified mail. Proof of service by the person in the District depositing such notice to the teacher at the last known address shall be sufficient, and it shall be the responsibility of any teacher on un-requested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the District if any notice has been mailed as provided herein.
- (D) If a position becomes available for a qualified teacher on un-requested leave, the District shall mail the notice to such teacher who shall have fourteen (14) days from the date of such notice to accept the reemployment. Notwithstanding the fourteen (14) calendar day notice provided herein, it is understood and agreed by the parties that a teacher shall respond within five (5) calendar days of actual receipt of notice of the availability of a position, excluding weekends and regular holidays. Failure to reply in writing within such periods shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement, and the teacher shall forfeit any future reinstatement or employment rights.
- (E) Reinstatement rights shall automatically cease five (5) years from the date un-requested leave was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.
- (F) A teacher's right to reinstatement shall terminate if the teacher fails to file with the District by April 1 of each year, a written statement requesting reinstatement.

- (G) A teacher on un-requested leave of absence may refuse to accept an offer of employment to a position for which he/she is licensed but not listed as qualified and shall not lose seniority or reinstatement rights except as in (E) and (F) above. However, should a teacher refuse to accept an offer of employment in that area of licensure, the teacher shall have no further rights to an interview for that area of licensure.

14.05 ESTABLISHMENT OF SENIORITY LIST:

- (A) The District shall cause a seniority list (by name, adjusted date of employment (adjusted by any leaves of absence), actual date of employment, date of Board approval, date recommended, qualified for, and licensed for subject matter or field) to be prepared from its records as of December 1st. It shall thereupon post such list in an official place in each school building of the District no later than December 15 of each year.
- (B) Any teacher whose name appears on such list and who may disagree with the findings of the School Board and the order of seniority in said list shall have until February 1<sup>st</sup> to supply written documentation, proof and request for seniority change to the School Board.
- (C) Within ten (10) working days thereafter, the District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the District deems warranted. A final seniority list shall thereupon be prepared by the District, which list as revised shall be binding on the District and any teacher. Each year thereafter the District shall cause such seniority list to be updated to reflect any addition of or deletion of teachers caused by retirement, death, resignation, other cessation of services, or new teachers. Such yearly revised list shall govern the application of the un-requested leave of absence procedure until thereafter revised.
- (D) Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause and the letter of agreement dated January 3, 1992, in which the January 1991 seniority list was frozen and the District's practice of prorata seniority for part-time service was discontinued by mutual agreement. This article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or any other Master Agreement affecting such licensed employee.

**ARTICLE XV  
EARLY RETIREMENT AND SEVERANCE**

- 15.01 ELIGIBILITY: Subject to Minnesota Statutes 465.72, full-time teachers who have completed at least fifteen (15) years of continuous service with the District and who are at least fifty-five (55) years of age, and were first employed by the District prior to July 1, 1996, shall be eligible for early retirement and severance pay pursuant to the provisions of this Article, upon submission of a letter of intent to retire by January 1st, and a written resignation, submitted to the superintendent on or before March 1. Teachers hired on or after July 1, 1996, shall remain eligible to receive the benefits outlined in section 15.08. Teachers submitting letters of intent and resignation for early retirement and severance pay purposes shall be granted the benefits of this article in order of seniority until the early retirement and severance pay funds allocated by the District for teachers retiring in that fiscal year have been depleted. If more teachers apply, by January 1, for early retirement and severance pay benefits than Subdivision 15.07 funds allow, the teacher(s) with the lowest seniority shall be permitted to exercise one of two options:

1. The teacher(s) may retire and defer the current calculated early retirement and severance payment to the following year or;
2. The teacher(s) may elect to retire the following year and will receive first priority prior to other subsequent applicants in order of their seniority on the retirement list provided they reapply by January 1 of the following year.

Options 1 and 2 above shall not prohibit the District from exercising its option to provide early retirement and severance pay funds above the yearly amounts as referenced in Subdivision 15.07. Early retirement and severance pay shall not be granted to any teacher who is terminated or discharged by the District, pursuant to M.S. 122A.40, Subd. 9 or 13.

15.02 DEFINITION: This article shall apply only to teachers whose service has been at least one half of full time (.5) as defined in this Agreement.

15.03 NUMBER OF DAYS:

(A) An eligible teacher shall receive, as early retirement and severance pay upon retirement, the amount obtained by multiplying the teacher's daily rate of pay as defined in 15.04 by the number of accumulated and unused leave days, but in any event not to exceed one hundred sixty (160) days' pay.

(B) If during the last five (5) years before retirement, a teacher's contract is reduced to less than 1.0, but remains at least .5 or more, the early retirement pay and severance pay shall be computed on the basis of a 1.0 contract.

15.04 DAILY RATE OF PAY: In applying these provisions, the daily rate of pay shall be per the attached severance schedule Z and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

15.05 PAY RESTRICTIONS: Teachers serving on acting incumbent basis, sabbatical leave, or any type of leave except legislative leave, jury duty leave, or those leaves resulting from being recalled to active military service shall not accrue any credit toward early retirement and severance pay while on any such leave. All credit to apply toward early retirement and severance pay must be full-time, except according to 15.03B above.

15.06 PAYMENT OPTION: Subject to Section 15.07, 35% will be paid to a VEBA in the year of retirement. 65% will be paid in four (4) equal installments in each January following the date of retirement. The four (4) equal installments will be paid to the employee's 403(b) plan. If a teacher eligible for early retirement and severance pay should die before all or a portion of the payments as provided in this article have been disbursed, and that teacher had submitted a resignation and application for early retirement and severance pay, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.

15.07 FINANCING: For the first school year of this Agreement, an amount not to exceed \$400,000.00, shall be available for the District to fund early retirement and severance pay benefits for teachers. For the second school year of this Agreement, the amount shall not exceed \$400,000.00 plus 60% of the unused portion of the amount designated for the first school year of this Agreement, and the remaining 40% of that amount may be used upon District approval. The District, at its discretion, may provide early retirement and severance pay funds above the yearly stated amounts.

15.08 INSURANCE APPLICATION: A teacher taking early retirement and severance pay pursuant to this article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. Teachers who retire after execution of

this Agreement shall be provided a monthly District contribution toward group health and hospitalization insurance in the amount as shown in severance Schedule Z, for a period of 96 months or until the teacher qualifies for Medicare, whichever occurs first, at which time such District contribution will cease. Teachers shall pay the remaining balance due on premiums for such programs as they wish to participate in commencing with early retirement. It is the responsibility of the teacher to make arrangements with the District to pay to the District the remainder of the monthly premium in advance and on such date as determined by the District. Failure to make such payments will result in cancellation of coverage. At the end of 96 months the teacher may continue to participate in the group insurance plans and shall pay the entire cost of the premiums for those plans.

15.09 REIMBURSEMENT: The teacher shall receive the benefits of this article; and the reimbursement if any, received from the State of Minnesota shall accrue to the District to help offset the cost of this article.

15.10 RETIREMENT: At retirement, the District will pay \$100 per day for all sick days accumulated over 160 up to a maximum of 20 days. This amount will be paid to the employee's 403B plan within 60 days of retirement.

**ARTICLE XVI  
TEACHER RETIREMENT TRUST**

16.01 TEACHER RETIREMENT TRUST (403(B) AND VEBA PLAN)

The purpose of the Teacher Retirement Trust is to encourage employees to develop a financial plan for their future by providing funding, which would have otherwise been available at retirement, for investment during the course of employment with the District. This plan will require participation by the employee coupled with a matching contribution from the District. The objective of the plan is to develop a long-term solution to the concept of early retirement (severance) as outlined in Article XV. Such plan shall be conducted under the rules of I.R.C. 403(b).

16.02 ELIGIBILITY: Teachers shall be eligible to participate in the plan in the following manner:

Sub. 1: Teachers shall be eligible to receive matching funds upon their attainment of tenure in the District.

Sub.2: Eligible teachers must make application for participation in the 403(b) annuity matching program by September 1 for that school year. Once an eligible teacher elects to participate in the 403(b) annuity matching program said election is for that school year and will continue each subsequent year unless modified by the teacher.

Sub. 3: Any teacher on unpaid leave of absence shall not be eligible to participate in the plan.

16.03 AMOUNT OF MATCHING CONTRIBUTION:

The District shall match up to the first \$750.00 (seven hundred fifty dollars) of the teacher's contribution to the 403(b) plan per school year. Commencing July 1, 2008 the amount of District contribution to 403B and VEBA accounts shall be according to the following table:

Upon tenure, years of experience as granted on the salary	Employee Contribution (up to)	District 403B Match (up to)	VEBA contribution match (up to)
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schedule (step)			
2 - 19	\$750	\$750	
20 +	\$750	\$750	\$750

16.04 MAXIMUM DISTRICT CONTRIBUTION: The amount the District shall contribute to any teacher's 403(b) plan shall not exceed thirty five thousand dollars (\$35,000.00) during the time of the teacher's employment with the District.

**ARTICLE XVII  
VACANCIES AND POSTING**

17.01 PUBLISHING OF NOTICES OF VACANCY

- (A) The District shall publish written notice of vacancies with qualifications required for professional positions within the bargaining unit that occur in the District. Copies of the notice shall be posted in at least two (2) appropriate locations in each school building. The District will establish a posting hotline when school is not in session. The District may fill vacancies temporarily pending the posting and processing of applications.
- (B) Any teacher possessing the necessary qualifications may apply for a vacancy, and all qualified applications shall be considered.
- (C) In determining its subsequent year's instructional staffing, the District shall identify existing vacancies, post said vacancies and permit all the District's teachers to indicate the vacant positions to which they desire to be assigned. After the District assigns staff members to the initially posted vacancies, the District shall identify and post the newly created vacancies and permit the District's teachers a second opportunity to indicate to which of those vacancies they would desire to be assigned.

17.02 TRANSFERS - VOLUNTARY:

- (A) Any teacher desiring a transfer shall submit a written request to the Superintendent stating the specific assignment or nature of the assignment desired.
- (B) Such transfer request will be considered by the District in staffing decisions.

17.03 TRANSFERS - INVOLUNTARY:

- (A) Notice of involuntary transfer shall be given to the teachers as soon as practicable. A list of open teaching positions in the District shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may apply for positions, in order of preference, to which they desire to be transferred.
- (B) The preference and seniority of teachers, along with other relevant factors, shall be considered by the District in staffing decisions.

17.04 DECISIONS: Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the District.

**ARTICLE XVIII  
MISCELLANEOUS**

18.01 TEACHER LICENSURE: To obtain teacher pay, teachers must have teaching licenses on file in the Superintendent's office on the date of the issuance of the first payroll in September. New teachers who are employed during the school year must have their

teaching license within thirty (30) days of employment. It is the responsibility of each teacher to maintain a current license on file in the Superintendent's office.

- 18.02 INDIVIDUAL CONTRACTS: Individual contracts shall be issued to each teacher in accordance with applicable laws. Such individual contracts shall be in a form that is not inconsistent with the terms of this Agreement.
- 18.03 COPIES OF THIS AGREEMENT: Copies of this Agreement shall be reproduced at the expense of the District after the Agreement is signed and shall be presented to all teachers now employed or hereafter employed or offered employment by the District. Further, the District shall furnish fifteen (15) copies of this Agreement to the Exclusive Representative for its use.
- 18.04 MILEAGE ALLOWANCE: An allowance for authorized use of personal cars in connection with District business shall be paid at the IRS allowable rate in effect on July 1 of each fiscal year for each mile of authorized travel, including travel between schools for a teacher whose assignment involves more than one school, for all driving between arrival at the first location at the beginning of the work day and the location of the teacher's last assignment. Mileage will not be paid for travel from the teacher's home to the first location at the beginning of the work day, nor for travel from the last location to his/her home.
- 18.05 COMMUNICATION ALLOWANCE: A monthly allowance per District policy may be paid to a teacher to have a cellular phone available for school business. The allowance is to pay expenses for the purchase and maintenance of a phone and monthly charges. Teachers required to have a cell phone are to give their cellular phone numbers to their office and to the District Office Staff. They are required to have their cellular phone with them when away from their district building during district hours, or at district related events.
- 18.06 SABBATICAL LEAVE: Sabbatical leave shall be as outlined in the District 16 Policy Manual. The District agrees, however, not to make any changes in sabbatical leave without affording opportunity to the Exclusive Representative to meet and confer regarding any proposed changes.
- 18.07 RETROACTIVITY: Except as otherwise provided within the 2009-2011 Master Agreement, and as soon as administratively practical after execution of this Agreement, the District shall provide retroactive pay to the beginning of the 2009-2010 school year to all teachers employed as of the date of execution of this Agreement for compensation as outlined in Schedule A, Schedule D, and under provisions of Sections 10.06, 11.01(A), 11.01(B), 11.03 and Schedule C.

## **ARTICLE XIX DURATION**

- 19.01 TERMS AND REOPENING NEGOTIATIONS: This Agreement shall remain in full force and effect for a period commencing upon its date of execution through June 30, 2011, and thereafter pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2011, it shall give written notice of such intent no later than April 1, 2011. Unless otherwise mutually agreed, the parties shall not commence negotiations earlier than February 1, 2011.
- 19.02 EFFECT: This Agreement constitutes the full and complete Agreement between the District and the exclusive representative representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

- 19.03 **FINALITY:** Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.
- 19.04 **SEVERABILITY:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

## **ARTICLE XX**

### **Early Childhood Family Education and Adult Basic Education Teachers**

The parties wish to recognize all persons in the appropriate unit employed by the District in a position for which the person must be licensed by the State of Minnesota, but shall not include those who devote more than 50% of their time to administrative or supervisory duties. It is agreed that persons, meeting these criteria, employed by the District in the positions of Early Childhood Family Education (ECFE) and Adult Basic Education (ABE) teachers shall be included with the teachers' bargaining unit. ECFE and ABE teachers identified under this section shall not have continuing contract status and provisions of the SLPTU Master Agreement pursuant to MS 122A.40.

The parties recognize that the employment of ECFE/ABE teachers is unique and market driven, and accordingly, requires particular consideration in the Agreement.

#### **THE PARTIES, THEREFORE, AGREE TO THE FOLLOWING:**

20.01 **DEFINITIONS:** Early Childhood Family Education and Adult Basic Education hereinafter referred to as ECFE and ABE respectively, are excluded from all terms and conditions of the July 1<sup>st</sup>, 2009 through June 30<sup>th</sup>, 2011 Agreement except as contained in this Appendix and/or the following Articles, sections are included by reference:

*Article I: Purpose*

*Article II: Recognition of Exclusive Representative*

*Article III: Definitions*

*Article IV: District Rights*

*Article V: Teacher Rights*

*Article VI: Exclusive Representative Rights*

*Article VII: 7.02 Modifications in Calendar, Length of School Day*

*Article XI: Group Insurance*

*Article XII: Leaves of Absence*

*Article XIII: Grievance Procedure*

*Article XVII: Vacancies and Posting*

*Article XVIII: Miscellaneous*

*Article XIX: Duration*

20.02 **DUTY DAYS AND ASSIGNMENTS:**

Subd. 1: Effective January 1, 2010, ABE and ECFE teachers will be provided a minimum of 5 minutes of preparation time for every 25 minutes of instructional time in one or two uninterrupted blocks during the student day. Preparation time is to be used for lesson planning, classroom set up, parent/student contact time, phone calling, individual student/parent assistance, faculty or team meetings, staff and curriculum development, or conferences and follow-up time as appropriate and determined by the manager/supervisor consistent with its staff policies and procedures.

- Subd. 2: Recognizing the unique, changing and irregular nature of the ECFE and ABE programs, the hours of assignment (service, basic day, and work year shall) be assigned by the School District and modified from time to time based upon the needs of the program.
- Subd. 3: When additional hours are available, the Director of Community Education or his/her designee shall determine which of the staff is the best fit to teach the course based on professional preparation, background, and area of expertise and this decision is not subject to arbitration.
- Subd. 4: ECFE and ABE programs will be conducted over the period of a fiscal year on a calendar different from that of the K-12 teaching staff. The fiscal year shall be defined as July 1 through June 30.
- Subd. 5: Upon completion of registration, in the Fall and again in the Spring, ECFE and ABE teachers will be given a notice of assignment which will indicate the number of classes and the hours of each class to be offered.
- Subd. 6: Due to the market driven nature of the ECFE program, when it is necessary to cancel a class, the Director of Community Education or his/her designee shall determine which of the staff is the best fit to teach any and all courses remaining on the schedule based on professional preparation, background, and area of expertise in order to protect the integrity of the program, this decision is an inherent managerial right that is not subject to arbitration.
- Subd. 7: For the purposes of this agreement, a full-time ECFE or ABE teacher is defined as a teacher regularly employed by the District at least 1100 hours (.8 FTE) during the fiscal year. A part-time teacher is defined as an hourly teacher or teacher employed by the District at least 740 hours (.5 FTE) but less than 1100 annual hours during the fiscal year. Teachers employed less than an average of ten (10) hours per week or ninety-two (92) days per year shall be compensated at a rate not less than current District policy.

#### 20.03 SALARY STEP ADVANCEMENT:

Subd. 1: The wages and salaries reflected in Schedule D, attached hereto, shall be part of this Agreement for the 2009-2010 school year. The wages and salaries reflected in Schedule E, attached hereto, shall be a part of this Agreement for the 2010-2011 school year. Teachers shall advance one step on the salary schedule, subject to the right of the district to withhold increases in the form of increments, lane changes, or other increases in individual cases for just cause. A salary increase shall not be withheld unless the teacher is notified in writing of the deficiency and given opportunity to correct such deficiency.

Subd. 2: The salary schedule shall not be construed to be part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to commencement of the subsequent school year, teacher shall be compensated according to the previous year's contracted salary until such time a successor Agreement is executed. This provision shall not be construed to affect retroactivity, which the parties recognize as a negotiable item.

Subd. 3: A new employee shall be hired in the appropriate classification and on such step as agreed between the employer and the employee dependent upon the employer's evaluation of the new employee's background and experience. Such an employee shall be eligible for step advancement on July 1, if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in the starting salary on July 1, but shall not be eligible for step advancement until the following July 1.

20.04 EXTRA COMPENSATION: Extra assignments associated with additional compensation shall not be construed to be part of any future contract that may be extended unless expressly so provided in the individual contract. Effective January 1, 2010, other duties to be

compensated at the amounts reflected in Schedule F shall include, but not be limited to the following: marketing and outreach coordination and screening coordination; if conducted by someone other than the ECFE Coordinator.

20.05 RETIREMENT TRUST:

Subd. 1 RETIREMENT TRUST (403 (B) plan): The purpose of the Community Services Trust is to encourage employees to develop a financial plan for their future by providing funding. This plan will require participation by the employee coupled with a matching contribution from the District.

Subd. 2 AMOUNT OF MATCHING CONTRIBUTION: Commencing July 1, 2009, the District shall match up to the first \$750 (seven hundred fifty dollars) of the employee's eligible contribution to the 403 (B) plan annually.

Subd 3 ELIGIBILITY:

- A. For the purpose of this Article, an eligible employee shall be one regularly employed for at least thirty (30) hours per week and at least 175 days per year or 1100 hours per year.
- B. Employees who previously contributed to the Community Services Trust shall be eligible to receive matching funds as described in Section 5, Subdivision 2 of this agreement effective July 1, 2009. Any new ECFE or ABE teachers hired new to the district after July 1, 2009 shall be eligible to receive matching funds upon completion of the probationary period described in Section 6, Subdivision 1 of this agreement.
- C. Eligible teachers must make application for participation in the 403 (B) annuity matching program by July 1. Once an eligible teacher elects to participate in the 403 (B) annuity matching program, said election is for the school year and will continue each subsequently year unless modified by the District.

Any teacher on unpaid leave of absence shall not be eligible to participate in the plan.

20.06 SENIORITY and LAYOFFS:

In the event the District determines to reduce positions, employees shall be laid off in the inverse order of seniority. A senior employee shall not be placed on a layoff while a junior employee occupies the same position, providing the senior employee has the qualifications, including experience, ability, and training to satisfactorily perform the job as determined by the Community Outreach Director or his/her designee.

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

**FOR:**

**SPRING LAKE PARK TEACHERS UNITED  
1415 81<sup>st</sup> Avenue NE  
Minneapolis, MN 55432**

**FOR:**

**INDEPENDENT SCHOOL DISTRICT 16  
1415 81<sup>st</sup> Avenue NE  
Minneapolis, MN 55432**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Clerk

Dated this \_\_\_\_\_ day

Dated this \_\_\_\_\_ day

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

of **January** \_\_\_\_\_, 2010

**GRIEVANCE REPORT FORM  
INDEPENDENT DISTRICT NO. 16**

**NAME:** \_\_\_\_\_ **BUILDING** \_\_\_\_\_

**GRIEVANCE OCCURRED:** (Date): \_\_\_\_\_

**STATEMENT OF FACTS:**

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**SPECIFIC PROVISIONS OF AGREEMENT ALLEGEDLY VIOLATED:**

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**PARTICULAR RELIEF SOUGHT:**

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\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Copies to: Superintendent  
Supervisor

**SALARY SCHEDULE A****SALARY SCHEDULE A**  
**2009-2010**

<b><u>ST</u></b>	<b><u>BA/BS</u></b>	<b><u>BA/BS</u></b>	<b><u>BA/BS</u></b>	<b><u>BA/BS</u></b>	<b><u>BA/BS</u></b>	<b><u>MA/MS</u></b>	<b><u>MA/MS</u></b>	<b><u>MA/MS</u></b>	<b><u>MA/MS</u></b>	<b><u>MA/MS</u></b>
		<b><u>+15</u></b>	<b><u>+30</u></b>	<b><u>+45</u></b>	<b><u>+60</u></b>		<b><u>+15</u></b>	<b><u>+30</u></b>	<b><u>+45</u></b>	<b><u>+60</u></b>
<b>1</b>	33,800	34,590	35,390	36,180	36,980	38,770	40,570	42,360	44,150	45,940
<b>2</b>	34,990	35,790	36,580	37,380	38,180	39,970	41,760	43,550	45,340	47,140
<b>3</b>	36,180	36,980	37,780	38,570	39,370	41,160	42,960	44,750	46,540	48,330
<b>4</b>	37,380	38,180	38,970	39,770	40,570	42,360	44,150	45,940	47,730	49,530
<b>5</b>	38,570	39,370	40,170	40,960	41,760	43,550	45,340	47,140	48,930	50,720
<b>6</b>	39,770	40,570	41,360	42,160	42,960	44,750	46,540	48,330	50,120	51,920
<b>7</b>	40,960	41,760	42,560	43,350	44,150	45,940	47,730	49,530	51,320	53,110
<b>8</b>	42,160	42,960	43,750	44,550	45,340	47,140	48,930	50,720	52,510	54,310
<b>9</b>	43,350	44,150	44,950	45,740	46,540	48,330	50,120	51,920	53,710	55,500
<b>10</b>	43,350	45,340	46,140	46,940	47,730	49,530	51,320	53,110	54,900	56,700
<b>11</b>	43,350	45,340	47,340	48,130	48,930	50,720	52,510	54,310	56,100	57,890
<b>12</b>	43,350	45,340	47,340	49,330	50,120	51,920	53,710	55,500	57,290	59,080
<b>13</b>	43,350	45,340	47,340	49,330	54,550	56,340	58,140	59,930	61,720	63,510
<b>17</b>	46,240	48,240	51,240	54,240	58,240	60,040	61,830	63,620	65,410	67,200
<b>20</b>	49,930	51,930	54,930	57,930	61,930	63,730	65,520	67,310	69,100	70,900
<b>24</b>	54,930	56,930	59,930	62,930	66,930	68,730	70,520	72,310	74,100	75,900
<b>25</b>	54,930	56,930	59,930	62,930	66,930	68,730	70,520	72,310	74,100	75,900

STEP 17, 20, 24, AND 25 ARE CAREER INCREMENTS TO BE PAID DURING THE 17<sup>TH</sup>, 20<sup>TH</sup>, 24<sup>TH</sup>, AND 25<sup>TH</sup> YEARS OF TEACHING EXPERIENCE AS GRANTED WHEN PLACED ON THE SALARY SCHEDULE. IN NO EVENT SHALL A TEACHER'S EXPERIENCE CREDIT FOR SERVICE IN OTHER SCHOOL DISTRICTS OR IN OTHER FIELDS OF ENDEAVOR EXCEED THE MAXIMUM NUMBER OF EXPERIENCE STEPS IN THE LANE THE TEACHER WAS PLACED ON IN EXISTENCE ON THE SCHOOL DISTRICT'S SALARY SCHEDULE AT THE TIME THE TEACHER WAS EMPLOYED.

SALARY SCHEDULE B\_

**SALARY SCHEDULE B\***  
**2010-2011**

*\* Advancement of Steps and Lanes shall be deferred until March 1, 2011 per Memorandum of Understanding of even date for teachers occupying Steps 1-23 at the close of the 2009-10 school year.*

<b>ST</b>	<b><u>BA/BS</u></b>	<b><u>BA/BS</u></b>	<b><u>BA/BS</u></b>	<b><u>BA/BS</u></b>	<b><u>BA/BS</u></b>	<b><u>MA/MS</u></b>	<b><u>MA/MS</u></b>	<b><u>MA/MS</u></b>	<b><u>MA/MS</u></b>	<b><u>MA/MS</u></b>
		<b><u>+15</u></b>	<b><u>+30</u></b>	<b><u>+45</u></b>	<b><u>+60</u></b>		<b><u>+15</u></b>	<b><u>+30</u></b>	<b><u>+45</u></b>	<b><u>+60</u></b>
<b>1</b>	33,800	34,590	35,390	36,180	36,980	38,770	40,570	42,360	44,150	45,940
<b>2</b>	34,990	35,790	36,580	37,380	38,180	39,970	41,760	43,550	45,340	47,140
<b>3</b>	36,180	36,980	37,780	38,570	39,370	41,160	42,960	44,750	46,540	48,330
<b>4</b>	37,380	38,180	38,970	39,770	40,570	42,360	44,150	45,940	47,730	49,530
<b>5</b>	38,570	39,370	40,170	40,960	41,760	43,550	45,340	47,140	48,930	50,720
<b>6</b>	39,770	40,570	41,360	42,160	42,960	44,750	46,540	48,330	50,120	51,920
<b>7</b>	40,960	41,760	42,560	43,350	44,150	45,940	47,730	49,530	51,320	53,110
<b>8</b>	42,160	42,960	43,750	44,550	45,340	47,140	48,930	50,720	52,510	54,310
<b>9</b>	43,350	44,150	44,950	45,740	46,540	48,330	50,120	51,920	53,710	55,500
<b>10</b>	43,350	45,340	46,140	46,940	47,730	49,530	51,320	53,110	54,900	56,700
<b>11</b>	43,350	45,340	47,340	48,130	48,930	50,720	52,510	54,310	56,100	57,890
<b>12</b>	43,350	45,340	47,340	49,330	50,120	51,920	53,710	55,500	57,290	59,080
<b>13</b>	43,350	45,340	47,340	49,330	54,550	56,340	58,140	59,930	61,720	63,510
<b>17</b>	46,240	48,240	51,240	54,240	58,240	60,040	61,830	63,620	65,410	67,200
<b>20</b>	49,930	51,930	54,930	57,930	61,930	63,730	65,520	67,310	69,100	70,900
<b>24</b>	54,930	56,930	59,930	62,930	66,930	68,730	70,520	72,310	74,100	75,900

STEP 17, 20, AND 24 ARE CAREER INCREMENTS TO BE PAID DURING THE 17<sup>TH</sup>, 20<sup>TH</sup>, 24<sup>TH</sup>, YEARS OF TEACHING EXPERIENCE AS GRANTED WHEN PLACED ON THE SALARY SCHEDULE. IN NO EVENT SHALL A TEACHER'S EXPERIENCE CREDIT FOR SERVICE IN OTHER SCHOOL DISTRICTS OR IN OTHER FIELDS OF ENDEAVOR EXCEED THE MAXIMUM NUMBER OF EXPERIENCE STEPS IN THE LANE THE TEACHER WAS PLACED ON IN EXISTENCE ON THE SCHOOL DISTRICT'S SALARY SCHEDULE AT THE TIME THE TEACHER WAS EMPLOYED.

**SALARY SCHEDULE C  
2009-2011**

<b>HOURLY SALARIES</b>	<b>2009-10</b>	<b>2010-11</b>
Summer School Teaching	\$25.00	25.00
Homebound	\$25.00	25.00
Driver Education Classroom	\$25.00	25.00
Curriculum Writing	\$25.00	25.00
Required Staff Training/Committee	\$25.00	25.00
Secondary / Elementary School Club or Activities Advisor	\$25.00	25.00
Secondary / Elementary School Club or Activities Supervisor	\$25.00	25.00
Elementary Activity Asst. Supervisor	\$25.00	25.00
Detention Supervision	\$25.00	25.00

**ATHLETIC ACTIVITIES**

**Senior High Athletics** **2009-10**   **2010-11**

**Group I: (Football, Basketball, Swimming, Diving, Hockey, Gymnastics, & Wrestling):**

Head Coach	\$5,600	5,600
Asst. Varsity	\$3,810	3,810
JV Coach / B Squad	\$3,810	3,810
JV Asst. Coach / C Squad	\$3,450	3,450
(.5) Dive Coach	\$1,910	1,910

**Group II: (Baseball, Softball, Soccer, Track ,Volleyball).** **2009-10**   **2010-11**

Head Coach	\$4,200	4,200
JV Coach / B Squad / Asst. Coaches	\$3,020	3,020
C Squad	\$2,670	2,670
Coed Track Head Coach	\$5,600	5,600

**Group III: (Cross Country, Nordic Skiing, Golf and Tennis)** **2009-10**   **2010-11**

Head Coach	\$3,360	3,360
JV Coach / B Squad / Asst. Varsity	\$2,450	2,450
Coed Cross Country Head Coach	\$4,200	4,200

**Middle School Athletics** **2009-10**   **2010-11**

**Middle School 7<sup>th</sup> & 8<sup>th</sup> Grade Athletics) (Football, Track, Volleyball, Basketball, Wrestling, and Tennis)**

Head 7 <sup>th</sup> / 8 <sup>th</sup> Grade Coach	\$2,170	2,170
Asst. 7 <sup>th</sup> / 8 <sup>th</sup> Grade Coach:	\$1,880	1,880

**Miscellaneous Activities** **2009-10**   **2010-11**

Equipment Manager	\$4,700	4,700
Band Activities Co-Director	\$4,700	4,700
Weight Training Coordinator	\$4,700	4,700
Dance Team	(Head Coach) \$3,120	3,120
	(Asst. Varsity) \$2,760	2,760
Cheerleading	(Head Coach) \$3,120	3,120
	(Asst. Varsity) \$2,760	2,760
Ticket Sales Manager	\$1,620	1,620

**SCHEDULE C - Page 2**

The School District may divide or combine coaching positions to best meet the needs of its students by providing improved staffing, specialty staffing, certified coaches or other special needs. In the event any positions are divided or combined, the total dollar amount of the new position(s) shall equal the contracted amount of all the original positions involved in the change.

Any such division or combination shall be made only on a yearly basis. Compensation for a divided or combined position shall be a proportional amount of the original contracted position(s).

Examples of such divisions or combinations could be: co-head coaches, specialty coaches such as diving (part of assistant swim coach position) and 9th grade or junior varsity coaches (part of varsity assistant position).

**NON-ATHLETIC ACTIVITIES / DISTRICT WIDE**

<b><u>ACTIVITY</u></b>	<b><u>POSITION</u></b>	<b><u>2009-10</u></b>	<b><u>2010-11</u></b>
<u>Competitive Grant Activities</u>		According to Approved Grant	
<u>School Bus Loading Supervisor</u>	(All levels)	\$1,390	1,390
<u>Elementary Street Patrol</u>		\$ 520	520
<u>National Honor Society Advisor</u>		\$ 890	890
<u>Student Council Advisor</u>	Senior High	\$3,180	3,180
	Middle School	\$2,630	2,630
<u>American Field Service</u>	Senior High Advisor	\$1,350	1,350
<u>Year Book</u>	Senior. High Advisor:	\$2,750	2,750
	WWMS Advisor:	\$1,320	1,320
	Elem. Memory Book Advisor	\$ 320	320
	Memory Book Asst. Advisor	\$ 250	250
<u>Sandpiper</u>	Senior High Advisor	\$2,140	2,140
<u>Mirage</u>	Senior High Advisor	\$1,000	1,000
<u>Panther Mentor</u>	Senior High	\$2,000	2,000
<u>Math Teams</u>	Senior High Coaches	\$1,260	1,260
	Middle School Coach	\$1,250	1,250
<u>High School Quiz Bowl</u>		\$1,250	1,250
<u>Middle School Mock Trial</u>		\$1,000	1,000
<u>OEC Advisor</u>		\$2,900	2,900
<u>Middle School Store</u>		300	300
<u>Senate Advisors</u>	Freshman/Sophomore	\$ 840	840
	Junior Class	\$1,340	1,340
	Senior Class	\$1,080	1,080
<u>Required Voc Ed Clubs</u>	Senior High	\$1,900	1,900
<u>Building Trades</u>	Senior High Advisor	\$2,240	2,240
	SH Assistant Advisor	\$ 790	790

**SCHEDULE C Page 3**

<b>ACTIVITY</b>	<b>POSITION</b>	<b>2009-10</b>	<b>2010-11</b>	
<u>Drama/Music</u> (Senior High)	Band Activities Co-Directors	\$4,700	4,700	
	Performing Choir	\$2,220	2,220	
	Fall Play Director	\$2,500	2,500	
	Spring Musical Director	\$3,000	3,000	
	Assistant Musical Director	\$2,000	2,000	
	Senior High 1 Act Play	\$1,500	1,500	
	Production Manager	\$1,140	1,140	
	Fine Arts Design Artist	\$1,450	1,450	
	(Middle School)	Fall Play Co-Directors	\$1,600	1,600
		Spring Musical Co-Directors	\$1,600	1,600
MS Choir/Band Concert		\$ 820	820	
Middle School 1 Act Play		\$ 800	800	
7 <sup>th</sup> /8 <sup>th</sup> Grade Jazz Band		\$ 950	950	
6 <sup>th</sup> Grade Jazz Band		\$ 425	425	
7 <sup>th</sup> / 8 <sup>th</sup> Grade Drum Line		\$ 950	950	
7 <sup>th</sup> / 8 <sup>th</sup> Grade Encore Choir		\$ 950	950	
6 <sup>th</sup> Grade Soundtrack Choir		\$ 950	950	
(Elementary)	Elem. (K-3) Night Perform	\$ 410	410	
	Grade 4 Night Performance	\$ 615	615	
	Grade 5 Choir	\$ 820	820	

<b>ACTIVITY</b>	<b>POSITION</b>	<b>2009-10</b>	<b>2010-11</b>
<u>Department Heads/Chair</u>	Dept. Heads (Flat Rate)*	\$1,110	0
	Gr. 6 Dept. Chair*	\$1,110	0
	Member Curriculum Task Forces	\$ 350	350
	LET Members not serving as Curriculum Leads	\$ 0	500
	Curriculum Lead:		
	Secondary- OEC, Business, FACS, Music, Art, IT, Counselor*	\$ 350	350
	District/School*	\$1,110	1,110
	District Re-certification Chair	\$1,000	1,000

*\*Amount reflects total annual stipend. Due to discontinuance and addition of certain positions, employees will be compensated proportionally for work performed.*

**SALARY SCHEDULE D  
2009-2010**

- A) \$22.35
- B) \$22.88
- C) \$23.51
- D) \$24.08
- E) \$24.66
- F) \$25.25
- G) \$25.83
- H) \$26.60

**SALARY SCHEDULE E  
2010-2011**

- A) \$22.80
- B) \$23.34
- C) \$23.98
- D) \$24.56
- E) \$25.16
- F) \$25.75
- G) \$26.34
- H) \$27.13

**SALARY SCHEDULE F  
EXTRA ASSIGNMENTS  
2009-2011**

Marketing & Outreach Annual Stipend\* \$1,110  
Screening Coordination Annual Stipend\* \$1,110  
PDLA Classes: 1 Board Credit = \$200 Stipend  
Screening = Contracted Hourly Rate

*\* Amount reflects total annual stipend. Due to discontinuance and addition of certain positions, employees will be compensated proportionally for work performed.*

**SEVERANCE SCHEDULE Z**  
Severance pay-out for retirees

<b>Year</b>	<b>BA</b>	<b>BA15</b>	<b>BA30</b>	<b>BA45</b>	<b>BA60</b>	<b>MA</b>	<b>MA15</b>	<b>MA30</b>	<b>MA45</b>	<b>MA60</b>	<b>Health Monthly</b>
<b>2007-2008</b>	<b>Daily Rate As Per Salary schedule</b>										160
<b>2008-2009</b>	220	230	245	260	285	295	300	310	320	330	150
<b>2009-2010</b>	180	190	205	220	245	255	260	270	280	290	130
<b>2010-2011</b>	140	150	165	180	205	215	220	230	240	250	115
<b>2011-2012</b>	100	110	125	140	165	175	180	190	200	210	100
<b>2012-2013</b>	60	70	85	100	125	135	140	150	160	170	85
<b>2013-2014</b>	20	30	45	60	85	95	100	110	120	130	70
<b>2014-2015</b>	0	0	0	20	45	55	60	70	80	90	55
<b>2015-2016</b>	0	0	0	0	5	15	20	30	40	50	40

Teachers who reach the BA+60 or MA+60 lanes and have earned an additional 15 credits prior to June 1, 2005, shall be paid an additional \$5.00 to their daily rate salary per Schedule Z for BA+75 and MA +75.

# EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

## Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

## Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

## Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

## Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

## Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

## Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

## Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

