

**WORKING
AGREEMENT
BY AND BETWEEN**

**ANOKA-HENNEPIN
INDEPENDENT
SCHOOL
DISTRICT NO. 11
SCHOOL BOARD**

AND

**ANOKA-HENNEPIN
EDUCATION
MINNESOTA**

July 1, 2005 thru June 30, 2007

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ARTICLE I

RECOGNITION

In accordance with the PELRA-71, as amended, the School Board, hereinafter referred to as the Board, recognizes the Anoka-Hennepin Education Minnesota, hereinafter referred to as the AHEM, as the Exclusive Representative of TEACHERS employed by the School Board of Anoka-Hennepin Independent School District No. 11. The terms Board and AHEM shall include authorized officers, representatives, and agents. Despite references herein to Board and AHEM as such, each reserves the right to act hereunder by designated representatives.

ARTICLE II

LAWS, RULES AND REGULATIONS

The parties agree to abide by the State and Federal Laws, rules established by the Minnesota Department of Education and reasonable rules and regulations established by the Board. Such Board rules and regulations will not be in conflict with this Agreement.

ARTICLE III

DEFINITION

Section 1. The term "teacher" shall mean any person employed by the District in a position for which licensure is required by the Board of Teaching or the Minnesota Department of Education, or in a position of physical therapist or occupational therapist, audiologist, American Sign Language teacher, social worker, school nurse, school psychologist, except superintendent, assistant superintendents, confidential employees, principals and assistant principals and others who devote more than 50% of time to administrative or supervisory duties, and an individual who renders part-time teaching service for less than 300 hours in a fiscal year as an instructor in an adult vocational education program.

The term "teacher" shall include an employee hired by the Board to replace an absent teacher for more than 30 working days, and an employee hired by the Board for a teaching position created by increased enrollment, curriculum expansion, courses which are a part of the curriculum whether offered annually or not, or other appropriate reason.

Job Sharing: The term job sharing shall mean the practice of two (2) or more persons employed by the District to share a full-time teacher position. The following conditions shall apply:

Subd. 1. Eligibility: A request to job share must be submitted to **Employee Services** prior to March 1st of each year. Teachers assigned to job sharing must be tenured and must be able to assume full-time positions if vacancies occur in the other portion(s) of their job share positions. The District shall have the right to request as a condition of assignment, that tenured part-time teachers waive their rights to full-time tenure in the event that their job-share positions become full-time positions created by unforeseen vacancies in the other portions of their assignments.

Subd. 2. Job Share Agreement: All teachers assigned to job share positions will sign an agreement with the District defining their employment and specific duties for the duration of their assignments.

Subd. 3. Renewal: Job shares are approved on a one-year-only basis and may be renewed on a yearly basis by agreement of the teacher, principal, and **Employee Services Department**.

Subd. 4. Duties: Duties will include shared responsibilities for service normally provided by full-time contracted teachers, including service on all District-defined student days and additional service on such non-student days (conferences, workshops, in-service planning days, etc.) as mutually agreed. Service of job share partners must be scheduled to permit coverage of the full assignment.

Subd. 5. Incumbency: It is understood that for District approved job shares for teachers from different buildings, each teacher's entitlement will be within the building in which the job share takes place based on the teacher's contract entitlement which immediately preceded the job share. Therefore, when the job share ends, each teacher will have his/her contract entitlement within the building to the extent their District seniority and licensure hold and the current Working Agreement language shall apply during the staffing process.

Subd. 6. Compensation and Benefits: Compensation for each teacher participating in the job share will be based on the rate established in the teachers' Working Agreement for that teacher's appropriate lane and step on the teacher salary schedule. Days of service in this assignment will accrue toward future salary step advancement as defined in the teachers' Working Agreement. For purposes of employee benefits, the position will be allocated the equivalent of one full-time position to be divided between the teachers serving on a part-time-basis in

accordance with their defined duty schedule. Sick leave and other leaves are available on a pro-rata basis rounded to the nearest half day.

Section 2. Full-year Teacher

A full-year teacher shall be defined as teaching at least 187 days or having at least 1340 hours of employment.

Section 3. Full-time Teacher

A full-time teacher shall be defined as working at least an average 7 hours, 10-minute duty day.

Section 4.

The vocational license is defined in Chapter 3515 of Rules of State Board of Education.

ARTICLE IV

TEACHERS' RIGHTS

Section 1. The AHEM shall have the right to use school buildings before or after school hours for meetings, scheduling such use with the Principal of the school, providing that this shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the AHEM in accordance with Board policy.

Section 2. Duly authorized representatives of AHEM shall be permitted to discuss matters pertaining to AHEM business with District personnel on campus at all reasonable times at the discretion of the Principal, provided that this shall not interfere with or interrupt normal operations.

Section 3. The AHEM shall have the right to place appropriately identified notices and other material on designated school bulletin boards and in teachers' mailboxes.

Section 4. The Board agrees to make available such information, statistics and records as are necessary for the proper enforcement of this Agreement.

Section 5. Payroll Deductions: Teachers shall have the right to have their membership dues deducted for the Exclusive Representative on a payroll deduction plan. This shall be the exclusive right of AHEM and shall not be granted to any other organization competing to represent teachers in collective bargaining. Upon receipt of a dues deduction authorization for a teacher, the Board shall continue such deductions in succeeding years until notified by AHEM to cease. In addition, all teachers as defined in PELRA-71 as amended who are

not members of AHEM may be required by said AHEM to contribute a fair share fee as defined in PELRA-71 as amended. The employer, upon notification by AHEM of such employees shall be obligated to check off said fee from the earnings of the employee and transmit the same to AHEM. The notification for "fair share" fee must be given to the Board at least thirty (30) calendar days before it will be implemented.

Section 6. The Board will meet with AHEM to discuss policies and matters of concern on a monthly basis if requested and at least every four months. This right shall not be granted to any other organization competing to represent teachers in collective bargaining.

Section 7. AHEM shall have a designated mailbox at the District Office located adjacent to other school mailboxes.

Section 8. Teacher participation in extracurricular and other duties scheduled after normal duty hours shall be voluntary. Accommodation for open house attendance shall be made on an individual building basis. Teachers wishing to cease participating in duties for which compensation is received shall notify the Principal by April 1, so that the teacher shall be relieved of such duties for the following year.

Section 9. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, provided it does not interfere with the instructional program of the school.

Section 10. Teachers shall not be disciplined, reprimanded, reduced in rank or compensation without just cause. Whenever possible, the supervisor will discuss with the teacher those activities of the teacher which would normally lead to a written disciplinary action and shall offer suggestions for correction. A copy of the written disciplinary action shall be given to a teacher before it is placed in the personnel file.

Teachers shall be entitled to have an AHEM representative present at an investigatory interview which the teacher reasonably believes might result in a record of disciplinary action against the teacher. Such a meeting must be held within 48 hours after the teacher is notified.

If the District takes action to suspend or discharge a teacher, the District shall notify the teacher in writing with specific reasons. When it is necessary to remove a teacher from the classroom, the teacher shall receive immediate oral notification of the reason(s) for the action followed promptly by written notification.

Section 11. No visitor other than School District officials and parents of the students enrolled in the teacher's class shall be allowed in the classroom without prior notification to the teacher.

Section 12.

Subd. 1. All evaluations and files in the School District relating to each individual teacher shall be available during regular school business hours to each individual teacher upon the teacher's written request to the appropriate supervisor or the **Director of Employee Services**. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein; provided, however, the School District may destroy such files as provided by law. A teacher shall be notified if any negative information is put in the teacher's file. Likewise the teacher shall have the right to challenge (according to MS 122A, Subd. 19, standards) any material in the teacher's file.

Subd. 2. Teachers shall be evaluated according to state law, school board policy, and administrative procedure by the appropriate assigned supervisor.

Section 13. AHEM Leave: AHEM shall be allowed 100 days per year for AHEM business with AHEM reimbursing the School District for required substitute cost. Any unused AHEM days at the end of the school year may be accumulated for use the next year. The following rules shall apply:

Subd. 1. Notification to the principal or supervisor shall be made as soon as the employee is aware of the use of an AHEM day.

Subd. 2. Notification of days used shall be made to the **Labor Relations/Benefits Department by AHEM on a semester by semester basis.**

Subd. 3. Payment for days used shall be made to the District on January 10 and July 10.

Subd. 4. AHEM leave will be deducted in full or half days only.

Subd. 5. AHEM will not be required to reimburse the substitute cost for AHEM days used by AHEM negotiation team members during non-student contact days.

Section 14. The Board shall give each teacher a letter defining the teacher's salary, step and lane placement for the school year.

Section 15. Entitlement: A teacher shall be deemed to have continuing contract entitlement rights as established by the most recent employment contract between the teacher and the District. If the teacher's entitlement is adjusted (full-time to part-time or visa versa), a new contract shall be signed by both the teacher and the District. Contracts shall include references to any entitlement retention rights from approved voluntary contract reductions as set forth in Article XV, Section 10, or due to a teacher obtaining a non-licensed District assignment outside of the bargaining unit as set forth in Article XV, Section 11.

Subd. 1. Part-time teachers in the Student Support Programs, Supplemental Programs, or Alternative Programs not on continuing contract who work less than 536 hours per school year do not have continuing contract entitlement rights.

Section 16. Copyrights: Any teacher who develops courseware and teaching materials of any nature in any media form shall retain full ownership and rights to such courseware and teaching materials.

The employer agrees to permit author(s) to copyright or patent any material produced or created by an employee.

This section refers only to those materials in courseware that are developed on the teacher's own time, with the teachers own resources, and for which no District compensation has been paid. A teacher may pilot a program in the classroom with District approval and the District would have the option to purchase the program at cost.

Section 17. Committees: Teachers shall be offered representation on each District-wide advisory committee. A majority of those teachers will be appointed by the exclusive representative and shall be a part of the recommendation-making process of the committee. Should the exclusive representative fail to appoint teachers as per this provision, appointments may be made by the administration.

Section 18. Site-based Decision Making: The District and its employee organizations will work together to implement site-based decision making in Anoka-Hennepin schools. A District advisory board to assist site councils will consist of administrators, community members, and representative licensed and non-licensed staff. Each employee organization shall be responsible for selecting its representatives for this board.

Employees who serve on the site council will be selected by a method chosen by the building staff. Participation of employees will be voluntary.

No Contractual provision will be waived without the express written consent of the appropriate AHM officers.

ARTICLE V

BOARD RIGHTS

Section 1. Inherent Managerial Rights: AHM recognizes that the Board 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.

Section 2. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Contract are reserved to the School Board.

ARTICLE VI

LENGTH OF THE SCHOOL YEAR

Section 1. Duty Days

Subd. 1. There shall be 187 days of service for teachers. The duty year for new teachers (probationary first year and new probationary third year) shall include an additional three days of orientation prior to the commencement of the school year and the equivalent of one additional day outside the normal duty day during the school year for new teacher induction activities; the duty year for second and third year returning probationary teachers shall include the equivalent of three days outside the normal duty day for new teacher induction/mentoring activities as determined by the District. The training and development may include Board Credits for Lane Advancements.

Subd. 2. The work year for guidance counselors shall be a minimum of 197 days. This shall normally include five (5) days the week before and five (5) days the week after other teachers' school year. The ten additional days shall be paid for at the teacher's pro rata rate of pay over the regular pay periods.

Section 2. Emergency Closings: Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. If a school is closed or dismissed for students due to emergency conditions beyond the control of the District, teacher attendance will only be required for orderly dismissal of students and protection of District property. There shall be no loss in teacher's salary. The Board reserves the right to make up any loss of student class time due to emergency closing.

Section 3. School Calendar

Subd. 1. On or before February 1, the Board shall meet and confer with AHEM concerning the calendar for the following year.

School shall not be in session during the Education Minnesota Professional Conference. Between November 1 and April 30 there shall be fifteen days or more during which school shall not be in session (exclusive of Saturdays and Sundays).

Subd. 2. In the event it would be necessary to change the school calendar due to unusual circumstances and/or program changes, the School Board will meet and confer with AHEM prior to any school calendar change.

ARTICLE VII

HOURS OF SERVICE

Section 1. Basic Duty Day

Subd. 1. The duty day shall be 7 hours and 40 minutes in length, **including** the equivalent of 1/2 hour before and 1/2 hour after school and **a minimum** of a 25-minute duty free lunch. The remaining 375 minutes shall include a minimum daily average of 50 minutes for preparation to be provided on a weekly basis in middle and high schools and over a 5-day digital schedule in elementary schools. Teachers shall receive a minimum of 5 minutes preparation time for every 25 minutes of instructional time. Every effort will be made to provide preparation time in a continuous block, but at no time shall a block be less than 30 minutes. The remaining time shall be used for passing students, supervision, I.E.P. preparation, team planning, traveling, advisor-advisee meetings, and other assigned non-instructional duties. Special Education teachers may be released from supervision responsibilities to attend required due process meetings or student assessments.

Teacher requests to fulfill parent-teacher conference duty time obligations outside of regular paid duty days and at times other than scheduled parent-teacher conferences may be approved by the principal.

The Transition Plus Program, Early Childhood Intervention, Student Support Programs, Supplemental Programs, or Alternative Programs 7 hour and 40 minute duty day shall be continuous with classes beginning at 7 AM and ending at 10 PM. Any variation in the continuous day or normal start time in these buildings/programs shall be by mutual agreement of the teacher and the District; along with mutual notification to AHEM of any variation.

Subd. 2. Attendance at in-service meetings and non-compensated committee meetings scheduled other than the school duty day is voluntary. Accommodations for required meetings with parents will be made on an individual building basis.

Subd. 3. In cases where special teachers are used, the regular teacher shall not be required to remain in the classroom while the special teacher conducts class.

Subd. 4. On notification to the office, teachers may leave the building for unusual situations during their planning periods.

Section 2. Professional responsibility: The application of this policy provides an opportunity for the administration and curriculum staff to call meetings reasonable in number and length which extend beyond the defined duty day where such meetings are necessary in order to conduct the educational programs of the School District.

ARTICLE VIII

INITIAL PLACEMENT ON SALARY SCHEDULE

Section 1. Teachers

Subd. 1. New Teachers: The qualifications of teachers selected for the first time shall be those fixed by the Minnesota Department of Education. In 2001-02 a maximum of twelve (12) years of previously gained years of service in other schools will be credited for teachers employed for the first time by District No. 11 any time during the

effective dates of this Contract. In 2002-03, the maximum credit shall be thirteen (13) years of previously gained years of service.

This provision is not retroactive to previous contracts. In order to receive step placement credit at the beginning of a school year, employment records and transcripts must be received within sixty (60) calendar days of employment; the effective date for step placement credit for records and transcripts received after 60 days will be subject to Article IX, Section 2.

Subd. 2. Long-term substitutes, if appointed to a full-time position, shall be granted experience credit for their long-term substitute work as follows: one semester or greater will be the equivalent of one year of experience; **effective July 1, 2006, 60 contract days will be the equivalent of one year of experience.** The maximum experience credit shall be based on the guidelines set forth in Subd. 1 of this Article.

Subd. 3. Employment of Retired Teachers: See Article X, Section 5, Subd. 3.

Subd. 4. Effective 7/1/2001, the only teachers eligible for a lane change into the BA60 lane are those teachers who were on Career II Step as of June 30, 2000.

Subd. 5. District teacher licensed employees who are placed into the teachers' bargaining unit shall receive previously gained years of service for out of District as well as in District employment pursuant to District guidelines for salary schedule step and lane placement.

Section 2. Nurses, social workers, and vocational **industrial** technical teachers shall be granted experience credit for relevant non-school work experience with 2000 verified hours equaling one year/one step with the maximum experience credit based on the guidelines set forth in Subd. 1 of this Article. This provision is not retroactive.

ARTICLE IX

CONTINUING EDUCATION FOR LANE ADVANCEMENT

Section 1. Purpose

Subd. 1. The main purpose of the interim lanes to the MA lane is to encourage staff members to obtain advanced degrees. It is usually desirable, therefore, that all of these credits be graduate credits.

However, upon the approval of the Superintendent, a maximum of one-third of these credits may be undergraduate credits earned in a teacher's field, in a closely related field, or in education. All credits counted for the above classifications must be earned after the BA Degree has been received.

Subd. 2. The main purpose of the MA Lane and beyond is to encourage teachers to complete academic study which enhances their content area knowledge and instructional skills. The master's degree and credits earned beyond the master's degree should be in the subject the teacher teaches, education, curriculum, instruction, or a similar concentration normally offered through the graduate program of a college of education.

Subd. 3. Course work primarily intended to prepare a teacher for another profession or trade outside of education will not be applied toward any lane change. Exceptions may be granted by the Superintendent after a review of the individual circumstances.

Subd. 4. For purposes of lane placement, all references to credits are quarter credits; one semester credit is equivalent to one and one-half quarter credits.

Section 2. Rules

Subd. 1. A statement from the registrar of the institution attended certifying the course taken, credits allowed and grade received shall be submitted in the following manner:

A. Credits earned prior to September 1 and received in the **Employee Services** Department by October 31, shall become effective from the start of the school year.

B. Credits earned prior to November 1 and received in the **Employee Services** Department by January 14 shall be applied on the last three quarters of the teacher's contracted basic salary. Credits earned prior to January 15 and received in the **Employee Services** Department by March 31 shall be applied on the last half of the teacher's contracted basic salary. Credits earned prior to April 1 and received in the **Employee Services** Department by June 1 shall be applied on the last quarter of the teacher's contracted basic salary. Weekend dates revert to the previous Friday.

C. A teacher who earns credits to qualify for the next higher classification on the Salary Schedule will move directly across, horizontally, to the corresponding step in the new lane.

D. All credits counted toward the salary lanes above the Master's Degree shall be on the graduate level and shall be earned after the Master's Degree has been awarded.

E. A grade equivalent of "C" or higher, or "P" when pass/fail method of grading is used, is required to apply toward step-lane advancement.

Transcripts: Application for lane advancement need only be accompanied by official transcript(s) covering the actual total credits being used for this lane advancement.

Effective July 1, 2001, the only teachers eligible for a lane change into the BA 60 lane are those teachers who were on Career II Step as of June 30, 2000.

Section 3. District Credits for Lane Advancements:

Subd. 1. Graduation Standards Training: Teachers may earn one District credit for successful completion of each of the District sponsored Graduation Standard training courses Part 1 and Part 2.

Subd. 2. Work Study on the Job Experience: Upon prior approval and recommendation from the Vocational Education Director, teachers within the vocational education program who have successfully completed job training experience may earn one District credit.

ARTICLE X

BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedules: The salaries reflected in the schedules of Appendix A shall be a part of the letter of employment given to each teacher in the bargaining unit (unless an exception is made in this Article). Teachers hired for less than full time or for less than a full year will be paid a prorated salary according to time worked (one hour = 1/7.1667 full **day**, one day = 1/187 of full year).

Section 2. Status of Salary Schedule: The annual increment shall be contingent upon satisfactory service and evidence of growth on the part of staff members.

The School Board may, upon administrative recommendation, withhold increases in salary if work is not satisfactory.

Section 3. Compensation schedules for extracurricular activities in Appendix B, attached hereto, are a part of the Agreement.

Section 4. Paychecks

Subd. 1. Paychecks will be issued every second Friday.

Subd. 2. Effective July, **2005**, the first payroll date shall be July **15, 2005**. Effective July, **2006**, the first payroll date shall be July **14, 2006**.

Subd. 3. Paychecks shall be subject to deductions under the law for the State Teachers' Retirement and/or other authorized deductions.

403(b) deductions shall be transferred, following the pay schedule as closely as possible.

In the event of overpayments to a teacher, paychecks will also be subject to deduction.

Subd. 4. Teachers

A. All returning teachers will annually be afforded the opportunity to select a 22 or 26 payment pay plan. This will be done by authorization card before May 1. The plan chosen, **including year end payoff options**, will continue in effect in succeeding years unless changed by a new authorization card.

New teachers shall be afforded the opportunity to select either a 22 or 26 payment plan when hired.

B. All teachers returning from leave and new teachers whose completed employment forms and signed contracts are received in the payroll department at least two weeks prior to the first regular pay date shall be paid on the first regular pay date after returning to work.

C. The balance due on the Contract will be paid in full on the final regular pay date following the end of the school year except for those individuals who chose a 26 pay period option without a payoff.

Subd. 5. Teachers may also elect to have their checks mailed on every payday Friday during the summer months rather than having a balance due on the Contract on the last day of school.

Section 5.

Subd. 1. Long-term Substitute Teachers: Long-term substitute teachers who teach continuously for more than thirty (30) days on the same assignment (replacing one individual teacher) shall be paid according to their appropriate lane and step on the Teacher's Salary Schedule. The maximum experience credit shall be based on the guidelines set forth in Article VIII, Section 1, Subd. 1. This provision is not retroactive.

Subd. 2. Building Relief Teachers: Building Relief Teachers hired to work a normal duty year of 174 student contact days and three staff development days will receive pro-rata of BA Step 1 for each school year. All other provisions of the collective bargaining agreement apply.

Subd. 3. Employment of Retired Teachers: Retired teachers may be re-employed only after the District has attempted to fill positions pursuant to its normal posting and selection processes and procedures. Notification of the re-employment of retired teachers shall be given to the Union.

Retired teachers re-employed into regular teaching assignments and/or long-term substitute assignments will receive their pro-rata daily rate of pay applicable at the time of retirement. Retired teachers will not be eligible or entitled to receive any benefits set forth in Article XI-XV and XVIII of the working agreement. Retired teachers shall be eligible to receive two non-cumulative days of sick leave pay per quarter pro-rated to his/her daily assignment. Retired teachers will be paid for student contact days, conference time, staff development, prep time and/or supervision time within each quarter's assignment on a pro-rated daily basis. At the end of the assignment, the position the retiree has filled shall be re-posted.

Section 6. Summer School Teachers, Miscellaneous Hourly Rates of Compensation: Summer school pay shall be determined on this formula:

$$\frac{\text{School Year Salary}^*}{(187 \text{ days} \times 7.1667 \text{ hours/days})} = \text{hourly wage rate}$$

The maximum hourly wage determined by this method shall be **\$31.26** for **2006** and **\$31.88** for **2007**.

*The school year salary to be used here is the one used for the year immediately preceding the summer school session.

The salary of curriculum writing teams and/or rates of pay for hours to be compensated and not otherwise set forth in this Article shall be determined in the same manner as the pay of summer school teachers.

Section 7. Student Support Programs, Supplemental Programs, and Alternative Programs Teachers:

Subd. 1. Teachers whose primary assignment is in the Student Support Programs, Supplemental Programs or Alternative Programs will be placed on the appropriate lane and step schedule as outlined in Appendix A based on their educational degree based on District guidelines set forth in Article VIII, Section 1.

Subd. 2. Part-time teachers in the Student Support Programs, Supplemental Programs or Alternative Programs not on continuing contract for less than 536 hours per school year are not entitled to benefits, sick leave, or continuing contract entitlement.

Subd. 3. Teachers hired to perform part-time assignments in the Alternative Night School Program, **or homebound, teleteaching and Supplemental Programs outside of the duty day** will be compensated at his/her hourly rate up to the maximum hourly rate as set forth in Section 6 of this Article.

Section 8. Leadership Compensation

<u>Compensation Levels:</u>	<u>2005-06</u>	<u>2006-07</u>
Level A	1900	1900
Level B	1675	1700
Level C	1650	1650
Level D	1000	1650
Level E	1000	1000
Level F	750	1000

Subd. 1. High School Department Leaders:

Level A:

- Department Leaders in English, Social Studies, Math, and Science

Level B:

- Department Leaders in Art, Business Education, ESL, Family and Consumer Science, World Language, Guidance, Industrial Technology, Music, Physical Education
- Building Technology Coordinator

Level C:

- **Chemical Hygiene Officer, Media/AV, Nurse, Health, Reading**

Subd. 2. Middle School Department Leaders:

Level B:

- **Art, English, ESL, Family and Consumer Science, Math, World Language, Industrial Technology, Music, Physical Education, Science, Social Studies**
- **Building Technology Coordinator**

Level C:

- **Media/AV, Nurse, Health, Reading**

Level E:

- **Middle School Team Leaders, Chemical Hygiene Officer**

Subd. 3. Crossroads Alternative High School / Alternative Site Department Leaders:

Level B:

- **Art/Technology, English/Reading, Family and Consumer Science, Health/Physical Education, Math, Science, Social Studies, Special Education**

Level C:

- **Chemical Hygiene Officer**

Subd. 4. Special Education Department:

Level B: A Department Leader at each High School, Middle School

Level C: Transition Plus Program, Bell Center, and MSI Program at Bridges, ECSE **Programs**, and District Evaluation Team

Subd. 5. Vocational Department:

Level B: A Department Leader at each High School and the STEP Program.

Subd. 6. Elementary Building Leaders:

**Level D: ILA Leader
Math and Science Leader
Special Education Child Study Team Leader**

**Level F: Social Studies Leader
Talent Development Leader
Principal designated Building Lead Teacher
ESL Building Program Leader**

Elementary Technology Leader: Elementary buildings will be allocated up to \$1,500-\$1,900 per building (depending on size) for teachers in technology leadership positions.

Subd. 7. District Teachers on Special Assignment (TOSA) in Central Services **shall be paid at Level B.**

Subd. 8. Elementary Targeted Services Coordinator: Teachers designated as Elementary Targeted Services Coordinator shall receive \$800-\$1,200 per year depending on size of program.

Subd. 9. Days of extended school year work for District TOSA may be available during the summer. Approval of summer work may be granted by the Associate Superintendent upon receipt from the TOSA of an agenda for the requested day(s). Pay shall be on a daily basis prorated from the TOSA's teaching salary of the previous school year.

Section 9. Secondary Vocational: A teacher with a secondary vocational license teaching in an assignment for which a secondary vocational license is required shall be paid an additional \$780.00 **per year.**

Section 10. Information and Training Workshops

Subd. 1. Teachers designated by the District to voluntarily attend information or training workshops on non-duty days shall be compensated at the rate of **\$183.00** per day for **2006** and **\$187.00** per day for **2007** in addition to any expenses incurred. Attendance at in-service or training workshops on a duty day but beyond the time for a normal duty day will be compensated up to the maximum hourly rate set forth in Section 6 of this Article.

Subd. 2. Workshops of one-half day on non-duty days will be compensated at one-half daily rate.

Subd. 3. Teachers who request and receive District approval to attend workshops, clinics, and seminars sponsored by either the District or outside agencies will be reimbursed by the District for approved expenses incurred (e.g. registration, travel, meals, lodging).

Subd. 4. Teachers who are presenters at District staff development training shall be compensated an additional \$15.00/hour for the actual hours of presenting; in addition, they will be paid their hourly rate up to the maximum hourly rate set forth in Section 6 of this Article for an equivalent number of hours to prepare, outside their normal duty day, for the presentation.

Section 11. Miscellaneous

Subd. 1. A teacher who voluntarily teaches an additional class period during their prep time on an extended basis (excludes occasional substitute situation in Section 12, subd. 3) will be compensated on the following pro rata basis:

A. The fourth class period overload assignments in a 4 period day schedule shall receive .29 of the teacher's daily rate for **each day of service, including** conference days. The sixth class period overload assignments in a 7 period day schedule **and/or Crossroads Alternative High School** shall receive .17 of the teacher's daily rate for **each day of service, including** conference days.

B. If the assignments are in schools with different schedule period systems, then the pro-rata hourly rate of pay for each student contact day taught will be determined by taking the difference between the total percentage of the teaching assignments and .7143 if the teacher's greater assignment is a seven period day, or .750 if the teacher's greater assignment is a four period day.

C. Elementary teachers who voluntarily agree to teach during their prep time on an extended basis shall be compensated on a pro-rata basis.

Subd. 2. A secondary teacher assigned to two or more buildings shall be given travel time instead of before or after school duties, unless otherwise agreed to between the teacher and principal/program supervisor. An elementary teacher who travels between buildings during the duty day shall be given a minimum of 1/2 hour reduced student contact time and shall not be assigned to before or after school supervisory duties, unless otherwise agreed to between the teacher and

principal/program supervisor. Teachers who travel are guaranteed preparation time as defined in Article VII, Section 1.

Subd. 3. If a teacher is requested by a Principal to teach during his/her preparation time **on a casual basis**, and accepts, he/she will be compensated at the rate of **\$19.08 in 2005-06** and **\$19.46 in 2006-07** for an elementary school or for one class period for those schools on a six or seven period day, and **\$28.60 in 2005-06**, and **\$29.17 in 2006-07** for one class period for those schools on a four period day.

Subd. 4. In the event a substitute teacher is not available to fill the absence of an elementary teacher, and through initiation of the principal, students are placed into other elementary teacher classrooms, those teachers will be compensated at the beginning substitute rate divided by the number of elementary teachers absorbing the students. Where Early Childhood/Special Education (EC/SE) teachers team teach, and a replacement teacher is not available to fill the absence of an EC/SE teacher for a half day or a full day, the other EC/SE teacher will be compensated at the beginning substitute rate.

Subd 5. In the event a part-time teacher's primary assignment ends and he/she is requested by the Principal to serve as a substitute, and he/she accepts, he/she will be compensated at his/her hourly rate up to a maximum hourly rate as set forth in Section 6 of this Article.

Subd. 6. A teacher who is not provided with a car and who is authorized to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at the IRS approved rate.

Subd. 7. Effective January 3, 2006, special education and regular education teachers who are required to attend special education due process meetings outside the duty day and have received prior approval from their supervisor/principal shall be compensated at his/her hourly rate up to the maximum as designated in Article X, Section 6.

Section 12. A teacher, who achieves National Board of Professional Training Standards (NBPTS), or Certificate of Clinical Competence (CCC) will qualify for an additional \$1,500.00 for each year the certification is in effect. Other recognized national certification or advanced doctorate or specialty degrees will be considered as mutually agreed by the Union and District.

ARTICLE XI

GROUP INSURANCE

Section 1. Eligibility

Subd. 1. Teachers eligible for insurance coverage shall be defined as those teachers who are considered full time on a 187 day contract or 1340 hours of duty time.

Subd. 2. Eligible and enrolled employees hired after the signing of this agreement shall have their insurance coverage begin on the first day at work. The basic health and hospitalization plan, dental, long term disability insurance, life insurance and Workers' Compensation are effective the first day at work. For purposes of this subdivision, probationary teachers terminated and then rehired before the start of the school year will have coverage effective the first day of work.

Subd. 3. Long Term Substitutes

A. Long-term substitute teachers hired for less than a semester during a school year shall not be eligible for District contribution for insurance plans. These employees may enroll in the District health and hospitalization plan by paying the entire premium.

B. Long-term substitute teachers whose term of employment equals or exceeds a semester become eligible for District contribution for insurance plans. They will be reimbursed for any health and hospitalization plan premiums they have paid which the District contributes for other teachers in the bargaining unit.

Subd. 4. Voluntary Participation: Participation by an eligible employee in insurance programs under Article XI is voluntary. Eligible employees who choose not to participate shall receive no additional compensation in lieu of not participating.

Subd. 5. Part-time: Upon the employee providing the carrier proof of insurability, effective September 1, 1993, a teacher who teaches less than full-time but greater than or equal to the following: a) A contract for teachers on regular **yearly** contracts **for 40% or greater and teaching at least one class per quarter**; b) A 40% contract each year for Student Support Programs, Supplemental Programs or Alternative Program Teachers shall be eligible for prorated District contribution for negotiated insurance plans as described in the Working Agreement, provided the teacher elects to pay the remaining premium. The premium paid by the District shall be in the same proportion as the teacher's

contract or number of hours worked / 1340 hours. If the contract hours increase during the year, the District's contribution shall be increased one time only at the beginning of the next quarter. Teachers in this category who elect to participate in the dental insurance must commit themselves to participate in the plan for one full year.

Section 2. Hospitalization - Medical-Major Medical

Subd. 1. Single Coverage: The Board shall contribute 100% of the premium cost.

Subd. 2. Family Coverage: Effective September 1, **2005**, the Board shall contribute a maximum of **\$768/month** of the premium cost for all full-time teachers employed by the District who are enrolled in the School District health and hospitalization plan. Effective September 1, **2006 the contribution will be \$870/month; thereafter**, the District contribution will increase by the same dollar amount as the increase in single coverage.

Subd. 3. Dependent Only Coverage: When both husband and wife work for the School District and are eligible for insurance coverage and enrolled in the District plan, the District will contribute 100% of the premium cost.

Section 3. Long-term Disability - Income Protection: The Board shall provide this insurance plan at no cost to the employee. The maximum monthly benefit for qualified teachers shall be equal to two-thirds of current annual salary not including extra services compensation.

Subd 1. Sick Leave Bank: The AHEM and the District agree to establish a sick leave bank for those teachers who have exhausted sick leave before qualifying for Long-Term Disability. Teachers who have exhausted sick leave as a result of illness or injury and must undergo continuing treatment by a health care provider for cancer (chemotherapy, radiation) or kidney disease (dialysis) but will not qualify for Long Term Disability, may apply to the Sick Leave Bank Committee for days up to a maximum of 5 days per year.

Section 4. Term Life - Accidental Death and Dismemberment

Subd. 1. The District shall provide \$50,000 for this plan, effective March 1, 1986.

Subd. 2. Effective July 1, 1986, teachers may purchase, subject to the eligibility requirements of the carrier, additional supplemental life insurance in aggregates of \$10,000.

Section 5. Workers' Compensation: The District shall provide Workers' Compensation insurance as required by law with the following guidelines.

Subd. 1. For the employee who is absent from work as a result of a compensable injury, the District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave (unless the employee requests that sick leave not be utilized). The School District will make a payroll deduction for monies received by the employee from the Workers' Compensation insurance coverage.

Section 6. Liability Insurance: The District will carry liability insurance on all teachers to the maximum required by law.

Section 7. Dental Insurance: Effective September 1, **2005**, the District shall contribute 100% of the premium to a maximum of **\$65/month**. Effective September 1, **2006**, the District shall contribute 100% of the premium to a maximum of **\$68/month**. Effective **September 1, 2005**, maximums will be **\$1,500** for basic care and **\$1,250** for orthodontia coverage.

Section 8. Teachers on Leave of Absence: Teachers on approved leave of absence shall be allowed to continue participation in any group insurance plan available for teachers (except Long-term Disability and Workers' Compensation) provided they pay the premium themselves. Teachers participating in any of the insurance plans available shall prepay the District on a quarterly basis. Teachers who cancel their participation shall not be eligible for the insurance until they return to work. Teachers choosing to take benefits under the Federal Family and Medical Leave Act should contact the District insurance department for clarification.

Section 9. Teachers on Long-Term Disability

Subd. 1. Teachers who are on a long-term disability shall be allowed to continue participation in any group insurance plan in which they participated prior to going on long-term disability.

Subd. 2. The District shall contribute an amount equal to that contributed for active employees for single health/hospitalization coverage **up to Medicare eligibility**. Dependent coverage contribution by the District shall continue at the amount in effect at the time of disability and shall cease two years from the time of long-term disability eligibility.

Subd. 3. The District shall contribute the full premium for life insurance until the waiver of premium commences; if the waiver is not approved by the carrier, the employee may continue the term life by paying the full premium during the leave of absence.

Subd. 4. Dental insurance may be secured by employee payment of the entire premium in effect for active employees.

Section 10. Flexible Fringe Benefit Plan: Effective July 1, 1988, the District shall set up a Flexible Benefit Account for every eligible teacher pursuant to Section 1 subds. 1 and 5 of this Article.

Subd. 1. The District contribution shall be in accordance with above Section 2, 3, 4, and 7.

Subd. 2. Each eligible teacher who participates in the plan shall have the opportunity to purchase via payroll deduction, i.e., salary reduction, additional coverage for optional benefits as provided for in the plan.

Section 11. Post-Retirement Insurance: See Article XVIII

ARTICLE XII

MATERNITY LEAVE OF ABSENCE

The District shall comply with the provision of the federal Family and Medical Leave Act. Teachers shall receive insurance benefits and leaves under the federal Family and Medical Leave Act or under the contract.

Section 1. Upon learning of her pregnancy, a teacher shall notify her principal/supervisor and the **Employee Services** Department of her expected date of confinement no later than the fourth month of her pregnancy.

Said teacher shall notify her principal/supervisor and the **Employee Services** Department of her intention to take such leave, or resign at least forty (40) duty days prior to the date on which the leave is to begin, except in emergency cases. This notification will also indicate whether the teacher is taking a maternity leave, a child care leave returning at the start of a school year, a child care leave returning on the first day of the third marking period, or a combination of a maternity leave followed by a child care leave. The leave shall be granted for the requested date unless the teacher's physical condition interferes with performance of teaching duties and responsibilities.

Section 2. Maternity Leave: A maternity leave shall not normally exceed thirty (30) days. "Days" shall be considered duty days except after the end of the school year and before the start of the next school year. In this instance, "days" shall be week days. Exceptions requested through the **Employee Services** Department for longer leaves may be granted by the Board for delivery dates that are near the start or end of the school year as well as for unusual medical problems.

Section 3. Rules:

Subd. 1. Start of Maternity Leave: A maternity leave shall begin no later than the birth date of the child.

Subd. 2. Maternity Leave

A. Employees selecting and completing a maternity leave during the school year shall be assigned the same position they left.

B. Employees selecting and completing a maternity leave during the non-school months shall have the same rights of assignment as other returning teachers.

C. A teacher selecting a maternity leave shall be allowed to use accumulated sick leave, as provided in Subd. 4, for any duty days of disability due to pregnancy or childbirth, during the term of the leave.

Subd. 3. Insurance Benefits

A. District contribution for insurance will continue for those employees using sick days and/or as provided for under FMLA.

Subd. 4. Disability

A. A teacher may choose to use earned sick leave for the regular duty days she is disabled up to and including thirty (30) duty days, upon submitting a written request to the **Labor Relations/Benefits** Manager. This disability shall begin no later than the birth date of the child. Disability as determined by the teacher of more than ten (10) duty days prior to the birth date of the child may require certification of the disability by her physician.

B. Disability due to pregnancy more than thirty (30) duty days must be certified by the teacher's physician and may be subject to an examination for confirmation by the District's physician.

Subd. 5. Sick Leave Days

A. A teacher **shall continue to accrue** sick leave while on **paid** maternity leave. A teacher may only use sick leave days earned up to the date of the leave of absence.

ARTICLE XIII

PARENTAL AND/OR ADOPTION LEAVE OF ABSENCE

The District shall comply with the provision of the federal Family and Medical Leave Act. Teachers shall receive insurance benefits and leaves under the federal Family and Medical Leave Act or under the contract at the teacher's option.

Section 1. Parental Leave: A parental leave is defined as an unpaid leave of absence for the period of time a teacher intends for the convenience and comfort of the teacher as well as the care of the child. Although this leave need not be taken in conjunction with a birth and/or adoption of a child, it is intended for the care of pre-school and kindergarten age children. The specific length of leave will be conditional on a return date at either the start of a school year, or on the first day of the third marking period if the leave is within the school year.

Subd.1. Employees selecting a parental leave, intending to return at the start of the school year, must notify the **Employee Services** Department of their intention to return by March 1. If the employee has not notified the **Employee Services** Department by March 1, the District will notify the employee as soon as possible that they will be considered terminated fifteen (15) days after receipt of this notification if the employee fails to respond.

Subd. 2. As part of District staffing processes, teachers may request extension of parental leaves, with notification to **Employee Services** by March 1. While the District reserves its right to approve or deny requests, lengths of consecutive leaves shall not normally extend beyond 5 consecutive years.

Subd. 3. Return rights: See Article XVI, Section 1, Subd 3 and 4.

Subd. 4. Insurance: For teachers who are on FMLA leave, the District shall pay its portion of group health insurance pursuant to the provisions of FMLA. Teachers who are on approved parental leaves beyond twelve weeks of FMLA, or who do not qualify for FMLA but are on approved parental leaves, and who wish to continue health, dental, life,

or supplemental life plans may do so by paying the group rate costs. Teachers participating in any of the insurance plans available shall prepay the District on a quarterly basis. Teachers who cancel their participation shall not be eligible for the insurance until they return to work.

Section 2. A father, following the birth of his child, or a mother and/or father following the adoption of a child may use up to **fifteen (15)** days sick leave. The leave must commence within the first twelve months of the birth or adoption.

ARTICLE XIV

SICK-PERSONAL/EMERGENCY LEAVE

The District shall comply with the provision of the federal Family and Medical Leave Act. Teachers shall receive insurance benefits and leaves under the federal Family and Medical Leave Act or under the contract.

Section 1. Full-time teachers will be granted 12 days leave of absence at the start of each school year for personal illness, serious illness of a member of the immediate family or on account of death of a member of the immediate family. The immediate family shall include husband, wife, children, mother, father, sister, brother, grandparents and in-laws of similar degree of relationship.

Subd. 1. The 12 days allowed include personal leave, under Section 2 of this Article.

Subd. 2. The 12-day allowance will be granted at the beginning of the school year; however, a teacher may only use sick leave earned to date when going on an approved leave.

Subd. 3. A full-time teacher employed during the school year shall be granted twelve (12) full days of sick leave. Teachers with job share and teachers with part-time contracts will be granted pro-rata days of sick leave; however, part-time teachers in the Student Support Programs, Supplemental Programs or Alternative Programs not on continuing contract who work less than 536 hours per school year are not entitled to sick leave.

Subd. 4. Teachers terminating employment during the school year shall be required to reimburse the District for sick leave days taken but not earned.

Subd. 5. Sick leave shall accumulate to an unlimited amount.

Subd. 6. Sick and personal leave may be taken for a full or one-half day.

Subd. 7. Teachers who have accumulated thirty (30) days of sick leave and who use less than half of the year's allotted sick leave may cash in up to five days (six (6) days for teachers with less than 10 years seniority) of unused sick leave in June of each year, such days to be exchanged at a rate of \$132.00 for **2005-06** and \$134.00 for **2006-07** per day by notification to the **Labor Relations/Benefits** Department.

Teachers who have sold days to the District, and due to serious illness(s) have used their reserve, may purchase days from the District at a rate of \$132.00 per day for **2005-06** and \$134.00 for **2006-07** to the limit that they have sold.

Subd. 8. Upon the District's initiative removing a teacher from his/her assignment, the teacher's sick leave days may be deducted for the time period necessary to obtain an appropriate health professional review/assessment regarding the teacher's physical or mental health to perform his/her job. Days deducted shall be credited back in the event the assessment determines the teacher was able to perform his/her job during the time period to obtain the assessment.

For a teacher who is out on sick leave or returning from a leave of absence, the credit back of sick days is not applicable for the time period necessary by the District to address the teachers' ability to perform his/her job which includes the assessment of medical information or the necessity of accommodation. Both the District and teacher recognize that reasonable efforts to expedite the process is in the mutual interest of both parties.

Section 2. Personal Leave and Seniority Days: Three non-cumulative personal leave days deducted from sick leave shall be granted each year at the teacher's discretion. Teachers with 10 years or more seniority may request one additional personal leave day on a first-requested, first-granted basis to be deducted from their accumulated sick leave. The following guidelines shall be followed:

Subd. 1. No more than 7% of teachers within a building or program may take personal leave or their seniority day on a given day.

Subd. 2. Personal leave may not be taken the first five (5) days of the school calendar year, or the last five (5) days of the school calendar year, and, commencing on May 1 and continuing until the end of the school year, no more than five percent of the building staff may take

personal leave or seniority day on Mondays (Tuesday of Memorial weekend) or Fridays except in emergency situations.

The 10-year seniority day may be used in the first five (5) days or the last five (5) days of the school calendar year but is limited to the percent limitations within the building.

Subd. 3. Only one personal leave day and the seniority day may be taken adjacent to a scheduled break without a substitute deduction. If additional personal leave days are requested adjacent to a scheduled break, the teacher will be required to pay the rate of \$132.00 per day for **2005-06** and \$134.00 per day for **2006-07** for the days taken regardless of whether a substitute is actually hired. **Teachers and/or principals do not have discretion to arrange days during an extended break for the purpose of avoiding a substitute deduction.**

Subd. 4. Teachers may request personal leave days on a first requested, first-granted basis. In cases where two or more teachers submit their requests at the same time and the building's 7% or 5% would be exceeded, district-wide seniority shall be used to break the tie (the most senior teacher shall be granted leave).

Subd. 5. A five day notice shall be given, except in emergencies when a phone call to the principal shall be made. Notice is a filed, signed Teacher Personal Leave Form.

Subd. 6. Principal/Supervisors have discretion to approve or deny requests for exceptions to the personal leave day limits established in Subdivisions **1, 2, 4, and 5** of this Section.

Subd. 7. If a teacher takes three (3) personal leave days (excluding seniority day) pursuant to this section, he/she shall not be eligible for the sick leave buy back that year. Teachers may take two (2) personal leave days and the seniority day and still be eligible for sick leave buy back.

Section 3. Absence without pay may be granted by the Principal or the teacher's immediate supervisor at the discretion of the Principal or immediate supervisor. Written notification of the response must be provided within three (3) days following receipt of the request by the Principal.

Section 4. Teacher absence due to injury by a student or a non-student while performing school business that is not provoked by the teacher shall not be charged against the teacher's sick leave days.

Section 5. Family Medical Leave: Subject to District policies, teachers may request leaves to care for the teacher's dependent child, regardless of age, subject to approval at the District's discretion, for unpaid leaves of absence beyond twelve weeks of FMLA.

ARTICLE XV

OTHER LEAVES OF ABSENCE

Unless otherwise specifically denoted within a section, all requests for leaves of absence or returns from leaves of absence including leave requests for reduced or modified contracts must be submitted to **Employee Services** prior to March 1st of each year.

Teachers who are unable to return from previously approved leaves of absence must provide advance notice as soon as practical, to **Employee Services** to determine the teacher's employment status. Individual teachers who have been absent for more than one year due to physical and/or mental impairments may be subject to the provisions of Minn. Stat. § 122A.40, subd. 13.

Section 1. Sabbatical Leave - Teachers: Sabbatical leave will be available and may be granted under the following conditions:

Subd. 1. It shall be for professional study.

Subd. 2. A teacher shall be in the seventh year of **consecutive** employment by Independent School District No. 11 before the teacher may request leave.

Subd. 3. Request for such leave shall be submitted in writing to the appropriate director or curriculum coordinator at the earliest possible date, but in no case shall this be after January 31 of the year previous to the year for which the request is made. Requests for sabbatical leave will be evaluated and recommended or rejected by an evaluation committee no later than March 15. Individuals will normally be limited to sabbatical leave no more than once every seven years. A written response shall be given to all applicants rejected by the committee. This committee shall be made up of the following:

- A. Director of Curriculum, Instruction & Assessment
- B. TOSA in the teacher's related field

C. One representative chosen by the teacher from his/her department or grade level.

Subd. 4. The granting of such leave shall be limited to .8 % of the teaching staff in the school year in which the request is made. If a teacher approved for sabbatical leave decides to reject the leave and so notifies the District before June 30, previously rejected applicants shall be eligible for this leave.

Subd. 5. Prior to March 1 of each year of sabbatical leave, the teacher who has been granted such leave shall inform the **Employee Services Department** of his/her teaching intentions regarding the school year immediately succeeding the year of sabbatical leave.

Subd. 6. If the teacher has worked in the District for at least seven **consecutive** years the reimbursement for sabbatical leave shall be one-half of the teacher's salary for the year of leave, or, if the teacher chooses, three-fourths salary for the year of the leave and three-fourths salary for the year following the leave. This reimbursement shall be paid on the condition that the teacher returns to teach in District No. 11 during the year immediately following the year of leave. If the teacher does not return to teach in District No. 11 after the year of sabbatical leave, the teacher shall be obligated to refund all the money received for the year of leave.

Subd. 7. Sabbatical leave may be available and granted for periods of less than one year.

Subd. 8. The following policies apply to a staff member on sabbatical leave:

A. Retirement: Deductions from salary will be made for retirement and Social Security. The retirement deduction will be based on the full salary that would have been paid if the teacher were not on a sabbatical leave. The District must so notify teachers requesting sabbatical leave of TRA rules prior to the granting of such leave.

B. Sick Leave: One-half of the days normally allowed will be credited for the year of sabbatical leave. These days are added to the days already in the leave bank.

C. Salary Schedule Movement: The sabbatical year counts as a year of service to the School District. The teacher on sabbatical leave goes to the next salary step for the year following the leave.

D. Insurance Coverage: Health, Life and Dental insurance policies shall continue to be provided.

Subd. 9. Return rights: See Article XVI, Section 1, Subd. 3 and 4.

Section 2. Leaves for Educational Growth: It shall be the policy of District No. 11 to grant leaves of absence of one year for educational growth under the following conditions:

Subd. 1. The teacher must have served in the system for at least two full years.

Subd. 2. The teacher shall present the teacher's program for educational growth to the appropriate director and obtain approval and recommendation by March 1 of the school year prior to the leave.

Subd. 3. The teacher must inform the **Employee Services Department** prior to March 1 of his/her intention to return to the school system or the teacher shall be terminated at the end of the school year.

Subd. 4. Leaves of absence of one year may be extended for one year at a time. Application for this extension must be submitted to the **Employee Services Department** by March 1, and this request will be granted or denied no later than April 1.

Subd. 5. Teachers under this provision who desire to retain insurance benefits at group rates shall assume the costs. Notice shall be submitted to the District Insurance Office by May 15 prior to the leave.

Subd. 6. Return rights: See Article XVI, Section 1, Subd. 3 and 4.

Subd. 7. Experience credit for this educational growth will be evaluated by the **Employee Services Department**. A recommended step placement will be made in accordance with the policies of the School District.

Section 3. Organization Leave

Subd. 1. Definition: A teacher who is elected and/or appointed to an executive position in AHEM at the local, state and/or national level shall be granted a leave under the conditions specified in MS 179A.07, Subdivision 6. Benefits under Article XV, Section 3, Subdivision 5 shall apply.

Subd. 2. Return rights: See Article XVI, Section 1, Subd. 3 and 4.

Subd. 3. A teacher on this leave shall have:

A. Seniority accrue.

B. Sick leave will continue to be accrued and will be reimbursed by AHEM at the daily rate of pay of AHEM President.

C. Continuance of payroll retirement, and fringe benefits. AHEM is to reimburse these costs.

Subd. 4. AHEM president shall accrue salary schedule increments.

Section 4. Leaves for Jury Duty: When requested, a teacher may serve on jury duty. The Board shall pay the teacher his/her full salary provided that such teacher agrees to return to the Board all wages received for serving on jury duty. This does not include mileage.

Section 5. Leaves for Court Hearings: Court leave with pay shall be granted to teachers for the time necessary to make appearance(s) in any court proceeding resulting from "teacher activities." This shall not apply to court cases initiated by the teacher or teacher organizations against the District.

Section 6. Leaves for Court Hearings: Teachers who are served subpoenas to appear at a court hearing who have used all Personal/Emergency Leave and where Section 6 is not in conflict with Section 5 above may be given special consideration for pay upon submitting evidence of absence to the **Labor Relations/Benefits** Manager.

Section 7. Leave for Professional Visitations: Teachers who wish to study a program or method that appears to be of value to District No. 11 shall discuss this with the Principal. Professional leaves may be granted at the discretion of the Principal. The teacher shall make a report of the visit in duplicate to the Principal. Guidelines regarding this leave shall be included in the school district handbook. Requests for professional leave which require substitutes must be received by the Principal at least two weeks prior to the date of the leave. Exceptions to the two-week notice may be granted by the principal. Requests will be considered according to the availability of substitute teachers.

Section 8. Military Leave: Teachers shall be granted military leave as required or allowed by federal and state statutes.

Section 9. National Board Certification Grants: A teacher in the seventh year of continuous employment with the District may request a matching grant of up to \$1,000 for the purpose of earning a National Board for Professional Teaching Standards certification. Requests and approval will be coordinated by the Director of Curriculum, Instruction & Assessment. A grant recipient who fails to

satisfactorily complete the certification process within 24 months or fails to continue to teach in the District shall be obligated to refund the amount of the matching grant.

Section 10. Voluntary Contract Reduction: A request for voluntary contract reduction in a teacher's current assignment must be submitted in writing to **Employee Services** prior to March 1st of each year. Requests must be submitted by the teacher and approved by the District on an annual basis. Teachers retain, for a period of up to five years, the continuing contract entitlement, which existed prior to any contract reduction. Teachers choosing to return to their entitlement which existed prior to any contract reduction must notify **Employee Services** in writing by March 1 for an assignment the following year.

Section 11. Assignments Outside the Bargaining Unit: Teachers who accept District offers for non-licensed position assignments outside the bargaining unit may retain, for a period of up to five years, the continuing contract entitlement which existed prior to obtaining the new assignment. Teachers choosing to return to the bargaining unit must notify **Employee Services** in writing by March 1st for an assignment the following year.

Section 12. Extended Leaves of Absence: Teachers may seek extended leaves of absence pursuant to the provisions of Minn. Stat. §122A.46. Absent extenuating circumstances, the District shall not consider extended leave requests for teachers who are currently scheduled to return from other leaves of absence. Teachers who take a teaching position in another Minnesota school district while on an extended leave shall be deemed to have voluntarily resigned their employment in the District and will therefore be subject to termination.

Section 13. Except for Organization Leaves set forth in Section 3 of this Article, any combination of leaves of absence (excluding disability) and/or voluntary contract reductions may be approved up to a maximum of five (5) consecutive years.

ARTICLE XVI

POSTINGS & TRANSFERS

Section 1. The Board shall post known vacancies as they open during the year. In the spring of each year, the Board shall determine the number of authorized positions for the following school year. New positions created or open positions available after placements of all continuing contract teachers returning from leaves of absence, shall be posted. Official postings will be at the Educational Services Center. To the extent possible, copies will be posted at each building and will be made available on the 'job line', and/or the web site.

Subd. 1. Teachers may apply for any posted opening for which they are licensed.

Subd. 2. Internal applicants will be considered before outside applicants are interviewed.

Subd. 3. Teachers returning from the following leaves of absence will return to their same position or a comparable position in the same building if available: maternity leaves, medical leaves of absence less than the school year, FMLA leaves, sabbatical leaves, parental leaves less than the school year.

Subd. 4. Teachers who have notified the School District by March 1 of their intent to return for the following school year from the following leaves of absence will be placed in positions for which they are qualified, hold a license, and have taught with the following priorities: organizational and medical leaves of absence greater than the school year, parental leaves of absence greater than the school year, personal leaves, educational leaves, 5-year leaves of absence.

Subd. 5. Teachers on Special Assignment (TOSA): Effective July 1, 2002, for staffing purposes, teachers who will no longer be in a District assigned TOSA position and have been in a District TOSA position for five school years or less will be placed back to their building/program assignment which preceded the District TOSA position; if a teacher has been assigned to the District TOSA position for more than five school years, he/she will be provided choices from posted vacancies as set forth in Section 2, Subd. 2 and 3 of this Article.

Subd. 6. Administrative Interns: Teachers hired as administrative interns shall remain in the building/program following the end of the assignment unless mutually agreed to do otherwise.

Section 2. Involuntary Transfers

Subd. 1. Involuntary transfers due to discontinuance of positions, lack of pupils, financial limitations, merger of classrooms due to consolidations of School Districts, school pairing, District reorganization, or new building construction shall be based on total District seniority. If it becomes necessary to transfer teachers due to any of the above conditions, the reduction within a school building will be accomplished by the teacher with the least seniority in the following manner:

Elementary School - license area K or K - 5
Middle School - subject (license) area or 6th grade
High School - subject (license) area

If it becomes necessary to transfer other teachers not specifically assigned to one of the above categories and/or buildings, the reduction shall be done according to the same criteria. Special education speech clinicians with an assignment of .6 or greater and special education high school psychologists with an assignment of .6 or greater assigned to buildings will be considered to be part of the building staff; all other special education itinerants are staffed and assigned at the discretion of the District.

This process covers continuing contract teachers who are involuntarily transferred prior to June 30. Teachers who are involuntarily transferred will be notified by July 1 of their assignment for the following school year, unless a later date is mutually agreed upon by the teacher and the appropriate associate superintendent.

Subd. 2. All continuing contract teachers who are to be involuntarily transferred shall complete a District form, which prioritizes three choices from the list of officially posted vacancies. The preferences shall be within the field of licensure in which the teacher is currently or has been previously employed within the District. The District shall make a good faith effort to list all available vacancies. Interviews are not required, but interested teachers may contact building principals for information about any of the posted openings.

Subd. 3. Involuntarily transferred teachers shall be placed in positions before voluntary transfers or outside applicants are interviewed, unless there is mutual agreement between the District and Union to delay the decision.

Subd. 4. If a tie in seniority should occur between two or more teachers, the tiebreaking criteria set forth in Article XVII, Section 3, shall be followed.

Section 3. Voluntary Transfer: Teachers who wish to be considered for other positions in the District shall notify in writing the principal of the building to which they are seeking transfer with a copy to the **Employee Services Department**. This should be done both for positions that are currently open and for positions that may open in the future. Requests for transfer shall be considered by the Principal(s) involved.

Qualifications for the position will be the major consideration. If the qualifications are equal, seniority will also be an important factor. Once all full-time teacher applicants have been considered, part-time licensed teacher applicants for transfer shall be considered. The following factors shall be included in the process:

Subd. 1. Notification

A. Notification of receipt of transfer request must be made to the applicant within five working days of District receipt.

B. Notification of hiring decision must be made to all teachers interviewed and to AHEM within ten working days of the decision.

Subd. 2. Interviews

A. Teachers who have had continuous contracts in the District of eight (8) years or more without a voluntary transfer within the last eight (8) years and who request specific positions shall be interviewed. In that request, teachers have the responsibility to document years of service.

When specific positions are posted, internal applicants will be considered before outside applicants are interviewed.

Subd. 3. Teachers who drop their license in the subject area they are teaching and have a valid license in another subject area will be considered voluntary transfers prior to July 1. After July 1, the School District will place the continuing contract teacher in a position pursuant to their license, contract entitlement, and seniority.

Section 4. Interschool Exchange Transfer: A teacher wishing to transfer to another building may notify the District, through the building principal, of his/her desire to do so. Teachers may contact other teacher(s) interested in exchanging teaching assignments. If an agreement can be made by two teachers, the principals involved and the appropriate associate superintendent, a transfer takes place.

Section 5. Administrative Transfer

Subd. 1. Administrative transfer of a teacher may be initiated to improve the teacher's working conditions. The assignment shall be mutually agreeable to the associate superintendent, the building administrators, the teacher and AHEM.

Subd. 2. Administration reserves the right to transfer a teacher from one building to another when a vacancy exists which is .6 or less and a teacher in need of placement for the same amount of time is available.

Section 6. Middle School Alternative Site Voluntary Transfers: Teachers who obtain positions at Middle School Alternative Sites, pursuant to District posting and hiring staffing processes, will be treated as if on a leave of absence from their current building. As such, in the event the teacher chooses to return to the same building that they were in prior to the move to the alternative site, the teacher shall be offered the same position (or if not possible, a comparable position) based on seniority and licensure in their original building.

As with normal staffing processes, prior to March 1st of the relevant school year, the teacher must inform **Employee Services** of his/her intentions to return to his/her original building for the following school year. However, rights to return to the previous building will be limited to two school years.

Section 7. Teachers may request a voluntary contract reduction when seeking another position under this Article; such requests are subject to District approval. For future staffing purposes, the teacher will be assigned to a position, pursuant to his/her license, contract entitlement, and seniority, within the building /program to which he/she has transferred.

ARTICLE XVII

UNREQUESTED LEAVE

Section 1. The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of Districts. The unrequested leave shall be effective at the close of the school year. In placing teachers on unrequested leave, the Board shall be governed by the following provisions:

Subd. 1. The Board may place probationary teachers on unrequested leave first in the inverse order of their employment. No teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed;

Subd. 2. Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed in the inverse order in which they were employed by the School District. In the case of merger of classes caused by consolidation of

Districts or in the case of equal seniority, the order in which teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed shall be negotiable;

Subd. 3. Notwithstanding Subdivision 1 and 2, if either the placing of a probationary teacher on unrequested leave before a teacher who has acquired continuing rights or the placing of a teacher who has acquired continuing contract rights on unrequested leave before another teacher who has acquired continuing contract rights but who has greater seniority would place the District in violation of its affirmative action program, the District may retain the probationary teacher or the teacher with the lesser seniority;

Subd. 4. Teachers placed on unrequested leave of absence shall be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the School District in fields in which they are licensed. Reinstatement shall be in the inverse order of placement on leave of absence. The order of reinstatement of teachers who have equal seniority and who are placed on unrequested leave in the same school year shall be negotiable;

Subd. 5. Part-time teachers have seniority rights to the limit of their assignment. The District shall not be required to create part-time positions from existing full-time positions. However, if there is only a full-time position available when the part-time teacher is eligible for placement and the part-time teacher is licensed for that position, the full-time position shall be offered to the part-time teacher. This right to a full-time position is open only to part-time teachers on contract and does not apply to hourly rate teachers as defined in Article X, Section 7 of this contract. Hourly rate teachers shall be on the seniority list and be entitled to an hourly assignment equal to their maximum level of employment in the District pursuant to agreed-upon guidelines. If a part-time contract position becomes available for which the hourly rate employee is licensed and makes application, the employee shall be considered for the part-time position.

Subd. 6. No appointment of a new teacher shall be made while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy, unless the teacher fails to advise the School Board within 15 days of the date of notification that a position is available to the teacher, that he/she may return to employment and that he/she will assume the duties of the position to which appointed on a future date determined by the Board;

Subd. 7. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave;

Subd. 8. The unrequested leave of absence shall not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service;

Subd. 9. The unrequested leave of absence of a teacher who is not reinstated shall continue for a period of five years after which the right to reinstatement shall terminate;

Subd. 10. The same provisions applicable to terminations of probationary or continuing contracts in Minn. Stat. § 122A.40 Subdivisions 5 and 7 shall apply to placement on unrequested leave of absence;

Subd. 11. Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible. Any teachers on leaves of absence whose position on the seniority list will necessitate being placed on unrequested leave of absence will be notified by the Board.

Section 2. Seniority lists shall be established by the following procedures:

Subd. 1. Seniority in the District shall be computed on the basis of a teacher's continuous employment from the first day of actual work with the District.

Subd. 2. Teachers shall continue to accrue seniority while on Board approved leaves (with the exception of long-term disability after one year).

Subd. 3. Only service during normal school day, as defined in the Working Agreement, will count toward seniority.

Subd. 4. Teachers leaving the teachers' bargaining unit, but remaining an employee of the District, shall retain but not accrue seniority as a teacher.

Section 3. Tie Breaking: If a tie in seniority should occur between two or more teachers, the following criteria shall be used sequentially to determine the order of placement on unrequested leave of absence or recall:

Subd. 1. In the event of a tie in seniority, a full-time teacher for the school year as defined in the Working Agreement shall have seniority over a part-time teacher. Part-time teachers shall have seniority over

other part-time teachers to the degree of their assignments (i.e. three-fourths over half-time).

Subd. 2. In the event of a tie in contracted time, the teacher having the higher current step placement on the salary schedule shall be more senior;

Subd. 3. In the event of a tie in step placement, the teacher having the higher lane placement on the salary schedule as of the effective date of the updated seniority list set forth in Section 4, Subd. 1, of this Article shall be the most senior.

Subd. 4. In the event of a tie in lane placement, the teacher with the largest last four (4) digits of the Social Security Number shall be the most senior.

Subd. 5. In the event a tie still remains, the District and AHEM shall meet and negotiate a tiebreaker for the parties involved.

Section 4. Seniority Lists:

Subd. 1. The School District shall maintain a seniority list which shall be updated yearly by February 15 of each year.

Subd. 2. Such list will include the following information:

1. Teacher's name
2. Teacher's first day of work in School District No. 11 (excluding pre-service orientation, but including Teacher Workshop)
3. Teacher's current teaching assignment
4. Teacher's license number
5. Areas in which teacher is fully licensed by the Minnesota Department of Education.

Subd. 3. A copy of the most current list in Section 4, Subd. 2, above will be provided to AHEM and to each building.

Section 5. Access to Benefits: Teachers placed on unrequested leave will continue to have access to all benefits available to teachers on other leaves of absence, with costs to be borne by the teacher.

Section 6. Recall and Termination of Rights

Subd. 1. As positions for which they are licensed become available, teachers shall be recalled to employment in the inverse order of layoff,

provided, however, that no full-time teacher shall be required to accept recall to less than a full-time position.

A teacher may accept a recall offer for a contract of less than the amount of time for which previously employed and continue to retain the right to recall to a position equal to the amount of time for which previously employed.

Subd. 2. Part-time teachers on unrequested leave of absence have recall rights to a position equal to the amount of time for which they were previously employed. This provision does not require the District to create part-time positions from existing full-time positions. However, if there is only a full-time position available when the part-time teacher is eligible for recall and the part-time teacher is licensed for that position, the full-time position shall be offered to the part-time teacher. This right to a full-time position is open only to part-time teachers on contract and does not apply to hourly rate teachers as defined in Article X, Section 7 of this contract. Hourly rate teachers shall be on the seniority list and be entitled to an hourly assignment equal to their maximum level of employment pursuant to agreed-upon guidelines. If a part-time contract position becomes available for which the hourly rate employee is licensed and makes application, the employee shall be considered for the part-time position.

Subd. 3. Notification of recall shall be by registered delivery mail with return receipt requested.

Subd. 4. Notification shall be to the last known address provided by the teacher to the office of the **Employee Services Department**.

Subd. 5. Teachers shall have up to fifteen (15) days from the date of receipt of notification or recall during which to notify the **Employee Services Department** in writing of their intent to accept the Board's offer of reemployment or to indicate in writing their intent to waive their option to be reemployed in the position offered.

Subd. 6. If a teacher waives his or her right, reemployment in the position offered, the position shall be offered to the teacher with the next greatest seniority, provided that teacher is licensed for the position.

Subd. 7. Any teacher who refuses four recall offers shall be considered to have voluntarily removed his or her name from the seniority list, provided, however, that a teacher may refuse recall to a position which is not equal to the amount of time for which the teacher was previously employed. Such refusal shall not count as a refusal to recall for purposes of this subdivision.

Subd. 8. The right to recall shall cease with the retirement of the teacher.

Subd. 9. A teacher may by prior designation waive recall to specified positions. Such waiver will not count as a refusal to recall for purposes of this section.

ARTICLE XVIII

RETIREMENT

All teachers hired on or after July 1, 1994 are not eligible for Section 1. Severance.

Section 1. Severance: Eligible teachers who notify the District of intended retirement by March 1st of the relevant school year will qualify for a payment of up to 103 unused sick days times the teacher's daily rate of pay (and less any District contribution to a matching 403(b) plan as set forth in Section 2. 403(b) of this Article). **Upon retirement of part-time teachers, pro-rata days of sick leave accumulated will be converted to full days of sick leave prior to the application of the severance and health insurance provisions, if eligible.**

Eligible teachers must have a seniority date prior to June 30, 1994, ten years seniority, and ten years active service on contract in the District, eligible for a Minnesota State retirement pension, and the total potential District contributions for an eligible teacher under Section 2. 403(b) of this Article has not exceeded \$35,000.

Subd. 1. The severance payment shall be made as a lump sum payment upon retirement. Deductions, such as state and federal income tax, Social Security, or T.R.A. shall be made only as required by law.

Subd. 2. This section shall not apply to any teacher who is discharged for cause by the School District.

Subd. 3. For purposes of this section, active service includes FMLA leaves of absences and excludes all other unpaid leaves of absence.

Section 2. 403(b):

Subd. 1. All full-time teachers and part-time teachers who are eligible for insurance as set forth in Article XI, Section 1, Subd. 5, are eligible for this benefit.

Subd. 2. Effective **September 1, 2005**, the District shall establish a matching contribution, for each relevant school year, of up to \$500.00 per school year in a 403(b) program for all teachers with a seniority date prior to June 30, **2002**, up to \$1,000.00 per school year for all teachers with a seniority date prior to June 30, **1997**, and up to \$1,500.00 per school year for all teachers with a seniority date prior to June 30, **1986**.

Effective September 1, 2006, the District shall establish a matching contribution, for each relevant school year, of up to \$1000.00 per school year in a 403(b) program for all teachers with a seniority date prior to June 30, 2004, up to \$1,500.00 per school year for all teachers with a seniority date prior to June 30, 1999, and up to \$2,000.00 per school year for all teachers with a seniority date prior to June 30, 1988.

Subd. 3. The maximum individual lifetime matching contribution by the District shall be \$35,000.

Section 3. Health and Dental Insurance: Teachers eligible for retirement as established in this Article may elect to continue to participate in **the District's Health and Dental insurance program**. The value of sick leave not paid as severance in this Article for **insurance benefit eligible** teachers under Section 1, shall **be allocated to the Health Care Savings Plan for the individual teacher**.

For **insurance benefit eligible** teachers hired on or after July 1, 1994, and eligible to retire under this Article, but not eligible for severance **payment as** set forth in Section 1, the value of unused sick leave days less the value of 103 days **shall be allocated to the Health Care Savings Plan for the individual teacher**.

Section 4. Severance and retirement health benefits shall be available only once in a teacher's employment with the District.

Section 5. Effective Date: To qualify for severance pay under the Article a teacher must notify the District of the intended retirement by March 1 of the relevant school year. Generally, a teacher's retirement will be the end of the school year. District approval of requests to retire during the school year will be driven by the semester date.

If a teacher seeks a retirement date prior to end of the first semester, the teacher may choose to work through the end of the quarter or semester at the District's discretion, or commence a leave of absence prior to the beginning of the school year up to the teacher's actual retirement date.

If the retirement date is after the end of the first semester, then the teacher may choose to commence a leave of absence prior to beginning of the school year up to the teacher's actual retirement date, or work through the end of the first semester and commence a leave of absence up to the actual retirement date, or work through the end of the third quarter or the remainder of the school year, at the District's discretion.

Section 6. Teachers who are eligible for a Minnesota State retirement pension but are not eligible for severance or unused sick leave credit as set forth in this Article may seek insurance continuation which may be available pursuant to the provisions of Minn. Stat. § 471.61, Subd. 2b.

Section 7. Mandatory Retirement: Retirement shall be mandatory only to the extent required by law.

ARTICLE XIX

GRIEVANCES

Section 1. Definitions

Subd. 1. A grievance is any controversy between the Board and the AHEM or between the Board and an employee or group of employees as to 1) interpretation of this Agreement, 2) a charge of violation of this Agreement, or 3) an alleged violation involving wages, hours or working conditions resulting in unnecessary hardship.

Subd. 2. Employee is an employee or employee organization that is certified as an appropriate unit in the School District and not classified as confidential, supervisory, or Principal/Assistant Principal as defined in PELRA-71 as amended.

Subd 3. First Level Supervisor shall mean Supervisor/Principal/Assistant Principal or the person to whom the employee reports.

Subd 4. Second Level Supervisor shall mean the Assistant/Superintendent/ Director/Supervisor or the person to whom the first level supervisor reports.

Subd. 5. Days shall be considered "working" days as defined for the employee except at the end of the school year. The days in this instance shall be week days.

Section 2. Procedure: Grievances as defined in Section 1 shall be settled in the following manner and the steps set forth must be followed in the order listed within the time limits prescribed.

Step 1. The grievance shall be orally presented to the employee's first level supervisor within ten (10) days after employee knew or should have known of violation. No settlement in this Step 1 shall be made in violation of the written Contract.

If a settlement is not reached within two (2) days after oral presentation to the first level supervisor the grievance shall be reduced to writing on form number G-1 with a clear statement of the issues involved. This shall be presented to the first level supervisor who shall promptly transmit the written grievance to the **General** Counsel for handling in accordance with Step 2.

Step 2. The **General** Counsel shall establish a Step 2 hearing with the aggrieved and the appropriate second level supervisor. The Step 2 meeting shall be held within five (5) days after the employee has filed the written grievance. The time and place for meetings under Step 2, shall be at the discretion of the **General** Counsel. The employee shall be allowed a reasonable number of representatives at the meeting.

The **General** Counsel shall prepare a report of the meeting, together with a written disposition of the matter and forward copies thereof to the employee and to AHEM within five (5) days after the Step 2 hearing.

If settlement is not reached in Step 2 within three (3) days of the date of the disposition, the grievance is referred to Step 3.

Step 3. Grievances referred to Step 3 shall be discussed between AHEM and the **General** Counsel. This discussion shall take place within five (5) days after the grievance has been referred to Step 3.

If agreement is reached as a result of this meeting, the **General** Counsel shall issue a disposition of the matter which shall be final and binding. If agreement is not reached, the grievant shall, within ten (10) days after the Step 3 meeting, notify, in writing, the **General** Counsel that arbitration is required.

Step 4. Arbitration: In cases referred to Step 4, unless otherwise agreed, the parties shall request within ten (10) days a list supplied by the American Arbitration Association or Bureau of Mediation Services, in rotation order. After the parties have received the list, they shall alternately strike names until there is one arbitrator remaining who shall preside over the hearing.

The arbitrator shall set the time and place for the Step 4 hearing, the method of procedure and make all necessary rulings.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement or to any agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as described in this Article. The decision of the arbitrator, if within the scope of his/her power, shall be binding on both parties with the limitations of PELRA-71 as amended. The expense and fees of the arbitrator shall be borne jointly by the Board and AHEM.

Section 3. Rules: Any loss of time by the employee and his/her representatives to attend Step 4 in the grievance procedure shall not be compensated unless AHEM Leave Days are used. These days must be taken in minimums of half days.

The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual written consent. The failure of an aggrieved person to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

The failure of an administrator to communicate his decision or hold a meeting within the specific time limits shall permit the aggrieved to proceed to the next step in the grievance procedure.

Grievance cases shall be as confidential as possible. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

ARTICLE XX

DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, **2005** through June 30, **2007** and thereafter until modifications are made pursuant to the PELRA-71 as amended. If either party desires to modify or amend this Agreement commencing on July 1, **2007**, it shall give written notice of such intent no later than May 1, **2007**. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Anoka-Hennepin Education Minnesota. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with the provisions.

Section 3. Finality: It is further agreed that 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.

Section 4. 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 provisions of this Agreement or the application of any provisions thereof under different circumstances.

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

Anoka-Hennepin
Education Minnesota

Anoka-Hennepin Independent
School District No. 11

Sandra Skar
Negotiator

Michael Bell
School Board

John Bequedio
Negotiator

Alan Nor
School Board

Tom W. Vol
Negotiator

Thomas A. [unclear]
School Board

Carl A. [unclear]
Negotiator

Scott Wenzel
School Board

Sandra Skar
President

Jersey Newton
School Board

Lisa Sorenson
Vice President

John Hoffmann
School Board

David B. Kurlin
EM Field Representative

John [unclear]
General Counsel

12/12/2005
Date

187 days 2005-06 K - 12 TEACHERS SALARY SCHEDULE

LANE	3	4	5	6	7	8	9	10	11	12
STEP	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60
1	34,621	35,262	35,939	36,675	NONE	38,499	39,459	40,059	41,149	41,672
2 & 3	35,606	36,414	37,137	37,968	NONE	40,302	41,058	42,122	42,825	44,018
4	36,600	37,610	38,425	39,317	NONE	42,032	43,021	44,053	45,096	45,929
5	38,391	39,475	40,480	41,486	NONE	44,199	45,396	46,669	47,728	49,104
6 & 7	39,771	40,965	41,992	43,068	44,014	46,535	47,691	49,245	50,336	51,737
8	40,995	42,305	43,422	44,624	45,744	48,718	50,049	51,680	52,776	54,423
9	42,037	43,684	44,848	46,163	47,466	50,935	52,406	54,077	55,619	57,134
10 & 11	43,442	45,089	46,278	47,689	49,200	53,084	54,863	56,632	58,303	60,076
12	45,783	47,447	48,626	49,824	51,562	55,209	57,340	59,308	60,944	62,923
13	49,435	51,200	52,238	53,432	55,171	58,576	60,292	61,836	63,490	65,580
14 - CI	50,759	52,711	53,944	55,382	57,335	60,711	62,570	64,428	66,493	68,558
CII - pre 1986	52,916	54,766	56,102	57,437	59,492	62,879	64,841	66,700	68,765	71,243
CIII - pre 1983					60,298	64,118	66,493	68,352	70,933	73,514

- Career I is for teachers on Step 13&14 in 2004-05 and eligible for step movement;
or for teachers on 15-CI in 2004-05 who are not eligible for step movement to Career II.
- Career II is for teachers on 15-CI in 2004-05 whose seniority date is prior to 12-31-1986;
or for teachers on 15-CI in 2004-05 whose step placement plus seniority is prior to a 12-31-1986 date;
or for teachers on Career II in 2004-05 who are not eligible for step movement to Career III.
- Career III is for teachers on Career II in 2004-05 whose seniority date is prior to 12-31-1983 and Masters degree or BA+60;
or for teachers on Career II in 2004-05 whose step placement plus seniority is prior to a 12-31-1983 date and Masters degree or BA+60.

187days 2006-07 K - 12 TEACHERS SALARY SCHEDULE

LANE	3	4	5	6	7	8	9	10	11	12
STEP	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60
1 & 2	35,962	36,778	37,508	38,348	NONE	40,705	41,469	42,543	43,253	44,458
3 & 4	36,966	37,986	38,809	39,710	NONE	42,452	43,451	44,494	45,547	46,388
5	38,775	39,870	40,885	41,901	NONE	44,641	45,850	47,136	48,205	49,595
6	40,169	41,375	42,412	43,499	NONE	47,000	48,168	49,737	50,839	52,254
7 & 8	41,405	42,728	43,856	45,070	46,201	49,205	50,549	52,197	53,304	54,967
9	42,457	44,121	45,296	46,625	47,941	51,444	52,930	54,618	56,175	57,705
10	43,876	45,540	46,741	48,166	49,692	53,615	55,412	57,198	58,886	60,677
11 & 12	46,241	47,921	49,112	50,322	52,078	55,761	57,913	59,901	61,553	63,552
13	49,929	51,712	52,760	53,966	55,723	59,162	60,895	62,454	64,125	66,236
14 - CI	51,774	53,765	55,023	56,490	58,482	61,925	63,821	65,717	67,823	69,929
CII - pre-1987	53,974	55,861	57,224	58,586	60,682	64,137	66,138	68,034	70,140	72,668
CIII - pre 1984					61,504	65,400	67,823	69,719	72,352	74,984

- Career I is for teachers on Step 13 in 2005-06 and eligible for step movement;
or for teachers on 14-CI in 2005-06 who are not eligible for step movement to Career II.
- Career II is for teachers on 14-CI in 2005-06 whose seniority date is prior to 12-31-1987;
or for teachers on 14-CI in 2005-06 whose step placement plus seniority is prior to a 12-31-1987 date;
or for teachers on Career II in 2005-06 who are not eligible for step movement to Career III.
- Career III is for teachers on Career II in 2005-06 whose seniority date is prior to 12-31-1984 and Masters degree or BA+60;
or for teachers on Career II in 2005-06 whose step placement plus seniority is prior to a 12-31-1984 date and Masters degree or BA+60.

APPENDIX A RULES:

Subd. 1. Nothing contained herein shall be construed to prohibit the Board from offering an extended contract to an individual teacher.

Subd. 2. Step Advancement: Teachers on contract with a .25 contract or greater shall be given credit for one year step advancement; teachers with greater than a .16 contract, but less than a .25 contract will advance one step after two years. Teachers employed on an hourly letter of agreement shall move to the next step if they work **536** or more hours in a school year; teachers with greater than 215 hours but less than **536** hours will advance one step after two years. **Effective 7/1/06, teachers on contract for 60 days or greater in the previous school year shall be given credit for one year step advancement; teachers on contract for 30 days or greater, but less than 60 days, will advance one step after two years.**

Subd. 3. Step advancement will only take place at the start of the year.

APPENDIX B

The following shall be the extracurricular Salary Schedule for the **2005-07** school years.

Section A. SENIOR HIGH SCHOOL Extracurricular Athletics and Activities

Subd. 1. Athletics

LEVEL A. Football, Basketball, Hockey, Wrestling

LEVEL B. Baseball, Gymnastics, Swimming, Soccer, Softball, Track, Volleyball,

LEVEL C. Cross Country Skiing, Downhill Skiing, Golf, Intramural, Tennis, Cross Country Running, Weight Room, Adaptive Soccer, Adaptive Hockey, Adaptive Softball, **Cheerleading (per season), Adaptive Bowling**

<u>COMPENSATION</u>	<u>2005-06</u>	<u>2006-07</u>
<u>Level A - Head Coach</u>	5,408	5,516
<u>Level B - Head Coach</u>	5,278	5,383
First Asst. (F.B.)	3,936	4,014
<u>Level A & Level B Asst. Coaches</u>	3,680	3,754
<u>Level C - Head Coach</u>	4,049	4,130
<u>Level C - Asst. Coaches</u>	2,977	3,036
Equipment Manager (Includes pre and post school work)	4,049	4,130
Assistant Equipment Manager	1,863	1,900
Concession Manager	1,863	1,900
District Adapted Athletics Coordinator	1,809	1,845
Dance Team Season 1		
Coach	2,285	2,330
Assistant	1,858	1,895

APPENDIX B (cont.)

Dance Team Season 2		
Coach	4,018	4,098
Assistant	2,960	3,019

Head coaches in the following activities will receive an additional **\$250** if they are in their fifth consecutive year or more of work in the same activity within the District: Basketball, gymnastics, hockey, wrestling, football, swimming, soccer, track, baseball, softball, volleyball, tennis, cross country, cross country skiing, downhill skiing, golf.

Total Budget		
	<u>2005-06</u>	<u>2006-07</u>
<u>Subd. 2. Theatre</u>		
Musical Director	3,981	4,060
Others	4,142-7,233	4,225-7,378
Pit Director	1,200	1,224
Three Act Play Director	3,079	3,140
Others	1,034-2,379	1,055-2,427
One Act Play Director	1,366	1,393
Others	187-913	191-931
	<u>2005-06</u>	<u>2006-07</u>
<u>Subd. 3. Speech Contests</u>		
Head Coach	2,379-4,246	2,426-4,330
Each Assistant	1,137-3,078	1,160-3,140

The amount listed in Subd. 2 and 3 will be flexible. A lesser amount may be paid if two positions are combined, Director does not carry a full load, rehearsals held during class time, etc. The amount will be determined by the Principal and the Director. The flexibility does not, however, mean that listed budget can be exceeded. The number of coaches must have the final approval of the Associate Superintendent.

	<u>2005-06</u>	<u>2006-07</u>
<u>Subd. 4. Debate</u>		
Head Coach (200 rounds or more)	4,556	4,647
Assistant Coach	3,193	3,257
(Both salaries prorated for fewer rounds)		

APPENDIX B (cont.)

	<u>2005-06</u>	<u>2006-07</u>
<u>Subd. 5. Music</u>		
Fall Marching Band	4,893	4,990
Asst. Band if Assigned	3,000	3,060
Summer Marching Band Director	350/event up to 3,500 max	
Summer Marching Band Assistant	200/event up to 2,000 max	
Band Director	4,049	4,130
Orchestra Director	4,049	4,130
Choir Director	4,049	4,130
Pep Band Director	200/event up to max of 2,400	

1. All full time get rate.

2. All part time get proportion of rate.

3. Performance Incentive: For athletic teams that advance to a state tournament, the coach and assistant coach shall receive an additional \$100 bonus; music band directors and assistants who perform at these events shall also be eligible for the bonus.

	<u>2005-06</u>	<u>2006-07</u>
<u>Subd. 6. Miscellaneous Activities</u>		
Student Council	1,251	1,276
Annual Advisor	3,439	3,508
Newspaper Advisor	3,439	3,508
Prom Advisor	768	784
National Honor Society	995	1,015
Math Club	1,640	1,673
Annual Business Advisor	1,863	1,900
Newspaper Business Advisor	1,863	1,900
LINK Crew Coordinator	1,500	1,530
LINK Crew Advisor	250	255

Subd. 7. Driver Education Behind-the-Wheel Salaries: Teachers of driver education shall be paid at the rate of:

<u>2005-06</u>	<u>2006-07</u>
\$24.79 per hour	\$25.29 per hour

APPENDIX B (cont.)

Subd. 8. Each high school with 2600 students or less as determined on October 1 of the respective school year shall receive **\$7,500** in **2005-06** and **\$7,500** in **2006-07** allotted for additional academic extracurricular activities. That base amount shall be increased by **\$2.95** per pupil for each student beyond the 2600 pupil base in **2005-06** and **\$3.00 per pupil beyond 2,600 pupils in 2006-07**. Specific amounts for determining compensation for academic extra curriculums will be determined by the building principal and faculty representatives following the criteria set forth at the beginning of this Appendix. **The STEP program shall receive \$2360 for 2005-06 and \$2400 for 2006-07.**

Section B. MIDDLE SCHOOL Activities

	<u>2005-06</u>	<u>2006-07</u>
<u>Subd. 1. Theatre</u>		
Musical		
Total Budget	4,142	4,224
Three Act Play or		
Total Budget	2,380	2,428
One Act Play Total Budget	913	931

The amount expended in each of the above categories will be determined by the principal.

	<u>2005-06</u>	<u>2006-07</u>
<u>Subd. 2. Oral Presentations</u>		
Mainly for students who are involved in the various orations	1,035	1,056

	<u>2005-06</u>	<u>2006-07</u>
<u>Subd. 3. Student Government Leadership</u>		
Not for a debate club but for an organized debate program which includes competition by the schools	1,035	1,056

	<u>2005-06</u>	<u>2006-07</u>
<u>Subd. 4. Miscellaneous Activities</u>		
Annual Advisor	2,231	2,275
Newspaper Advisor	1,827	1,863
Video Production	1,325	1,351
Math League Advisor	1,005	1,025
WEB Facilitator	1,325	1,351
Band Director	1,500	1,530

APPENDIX B (cont.)

Orchestra Director	1,500	1,530
Choir Director	1,500	1,530

1. All full time get rate.
2. All part time get proportion of rate.

Subd. 5. Each middle school with 1450 students or less as determined on October 1 of the respective school year shall receive **\$7,500** in **2005-06** and **\$7,500** in **2006-07** allotted for additional academic extracurricular activities. That base amount shall be increased by **\$2.65** per pupil for each student beyond the 1450 pupil base in **2005-06** and **\$2.75 per pupil beyond 1,450 pupils in 2006-07**. Specific amounts will be determined by the building principal and faculty representatives following the criteria set forth at the beginning of this Appendix.

Section C. ELEMENTARY Activities

Subd. 1. Each Elementary school including Peter Enich Kindergarten Center and Park View Early Childhood Center, with 650 students or less as determined by October 1st of the respective year shall receive **\$7,500** in **2005-06** and **\$7,500** in **2006-07** per year allotted for additional academic extracurricular activities as well as grade level/curriculum contact representative leadership positions. The base amount shall be increased by **\$2.10** per pupil for each student beyond the 650-pupil base in **2005-06** and **\$2.25 per pupil beyond 650 pupils in 2006-07**. The specific amounts will be determined by the building principal and faculty representatives following the criteria set forth at the beginning of this Appendix. However, the following elementary school leadership and extracurricular compensation amount and guidelines are recommended to continue as follows:

- School Patrol - \$550
- Music Programs and Director - \$225 per event
- Others \$60.00 per event
- Science Fair - \$270
- Art Exhibit/demonstrations - \$175
- Physical Education Programs - \$175
- OM Coach - \$405.00 per team

Deviations from these amounts for activities may be approved by the Associate Superintendent, Elementary Education.

APPENDIX B (cont.)

Section D. Assignments

Subd. 1. All extracurricular payments listed in Sections A and B are contingent upon carrying a full teaching schedule. Adjustments in teaching schedules may be made in lieu of extra payments for extracurricular assignments.

Subd. 2. Regularly, no more than two Senior High coaching assignments or three Junior High coaching assignments shall be made to any individual. Exceptions will be made when there are no other qualified staff members available.

Subd. 3. Reasonable effort will be made to fill all extracurricular vacancies with the teaching staff within the building. Failing that, other District 11 teachers will be given the opportunity to fill these vacancies.

Subd. 4. Known vacancies in coaching and extracurricular positions that cannot be filled from within the school staff will be posted District wide on or about October 1, January 15, and May 1.

Subd. 5. In the event of a Minnesota State High School League mandated change of season length no salary change will result. Coaches will be notified of the change in writing and will have the right to resign their coaching position at that time. Resignations must be received by the Building Principal within seven working days of the notice of change. If the District desires to change season lengths, such change must be negotiated with the exclusive representative. The right to resign remains the same as above.

Subd. 6. When participant numbers warrant the hiring of an additional coach, the building teaching staff shall be immediately notified, and reasonable effort will be made to fill that position as soon as possible.

Subd. 7. Coaches who coach less than the full season shall have their compensation pro rata, based on the full season. Examples are late start, early end or prolonged absence.

APPENDIX C

ABE and ECFE Community Education teachers defined under this section are excluded from all terms and conditions of the July 1, **2005** through June 30, **2007** Working Agreement except as contained in this Appendix and/or the following sections are included by reference:

Article II:	Laws, Rules, and Regulations
Article IV:	Teachers' Rights
Article V:	Board Rights
Article VI, § 2:	Emergency Closing
Article IX, § 1 & § 2:	Continuing Education for Lane Advancement
Article X, § 2:	Status of Salary Schedule
Article, X § 4:	Paychecks
Article XII:	Maternity Leave of Absence
Article XIII:	Parental and/or Leave of Absence
Article XV, §§ 2-8:	Other Leaves of Absence
Article XIX:	Grievances
Article XX:	Duration

- I. Recognition: It is agreed that persons employed by the District in the positions of Early Childhood Family Education and Adult Basic Education teachers shall be included within the teachers' bargaining unit except those who devote more than 50% of time to administrative or supervisory duties.

- II. Duty Year / Duty Day / Assignment: The duty days, hours, and assignments for ECFE/ABE teachers shall be established and assigned by the District from July 1st through June 30th of the relevant contract year. The specific duties and scheduled assignments will be determined by Community Education Manager/Supervisor during the times of day and days of the week which meet the needs of the particular program. ECFE/ABE Teachers will be allocated time for preparation and set-up, staff and curriculum development, staff meeting and parent/student contact time, phone calling, conferences and follow-up time as appropriate and determined by the manager/supervisor consistent with its staff policies and procedures.

- III. Probationary Period: The length and term of employment for teachers is based on the number of duty days for the position assignment during the applicable fiscal year beginning July 1st and ending June 30th. New teachers will be subject to a position performance review period of up to 120 workdays for determination of continuation through the remaining position assignment. Following the probationary period, teachers may

only be disciplined or discharged for just cause. ECFE/ABE teachers are not subject to continuing contract laws as set forth in Minn. Stat. § 122A.40.

- IV. Seniority: ECFE and ABE teachers in assigned positions of 1044 hours or more shall be placed on separate seniority lists; one list for those teachers in positions of 1340 hours or more as well as one list for those teachers in positions of 1044 hours or more and less than 1340 hours. Seniority is defined as the teacher's original continuous employment in ECFE and/or ABE programs in a licensed position. ECFE and ABE teacher seniority lists shall be separate and apart from any seniority lists for all other teachers covered under the Working Agreement with no bumping or recall rights between the groups.
- V. Reduction in Position (Days and/or Hours): Teachers will be assigned to a position of 1340 hours or more, or a position of 1044 or more hours and less than 1340 hours, or a position of less than 1044 hours; an individual teacher's hours within a category may fluctuate from year to year. When it is necessary to eliminate positions (days and/or hours) equal to or greater than 1340 hours, the reduction of positions shall be in order of seniority and relevant licensure; the teacher(s) shall be offered a position equal to or greater than 1044 hours and less than 1340 hours. When it is necessary to eliminate positions (days and/or hours) equal to or greater than 1044 hours and less than 1340 hours, the reduction of positions shall be in order of seniority and relevant licensure.

If a teacher has been reduced from a 1340 or more hour position or a position of more than 1044 hours and less than 1340 hour position, then in the event positions are subsequently added back into those categories, the positions will be offered by reverse seniority and relevant licensure.

The District will make every effort to notify teachers of their continuing employment by June 1st of the year preceding the next fiscal year and/or to notify any teacher at least thirty (30) calendar days in advance if the teacher is proposed to be placed on layoff or reduced in hours. Teachers who have been laid off or reduced in hours shall continue right of recall for up to two (2) years. Upon notification, recalled teachers have up to fifteen (15) calendar days from the date of receipt of notification to notify the **Employee Services Department** in writing to accept the offer of re-employment or additional hours. Teachers who either accept or reject a notice of recall to the same category or to a reduced hour category position will nevertheless retain the right of recall to the teacher's original category for the two (2) years. A teacher who

refuses two recall offers to the same category shall be considered to have removed his/her name from the seniority list.

VI. Compensation: Effective July 1, **2005-07**, ECFE/ABE teachers shall be paid an hourly rate of pay based on the following wage schedule.

Step Movement	<u>2005-06</u>	<u>2005-06</u>	Step Movement	<u>2006-07</u>	<u>2006-07</u>
Hourly Rate	<u>BA</u>	<u>MA</u>	Hourly Rate	<u>BA</u>	<u>MA</u>
Step 1	\$20.86	\$21.89	Step 1	\$21.28	\$22.32
Step 2 & 3	\$21.99	\$23.02	Step 2	\$22.43	\$23.48
Step 4	\$23.22	\$24.25	Step 3 & 4	\$23.69	\$24.73
Step 5	\$24.56	\$25.58	Step 5	\$25.05	\$26.10
Step 6	\$25.79	\$26.82	Step 6	\$26.31	\$27.35
Step 7	\$26.46	\$27.49	Step 7	\$26.99	\$28.04
Step 8	\$27.18	\$28.20	Step 8	\$27.72	\$28.77

*Those teachers assigned as ECFE leads will receive an additional \$.30/hour.

1. Step Placement: Dependent upon teaching experience and training based on the following:

Step 1-less than one year of teaching experience. Step 2-5-more than one year of relevant teaching experience. One step per year can be given up to a maximum of step 5. One year of teaching experience is a minimum of instruction totaling 500 hours or more per year.

2. Step Movement: Minimum of 500 hours per fiscal year to be eligible for step movement on July 1. Those who work less than 500 hours each fiscal year may be granted a step increase after two years. Only one-step per year.

Workshops: Teachers designated by the District to attend workshops shall be paid the employee's hourly rate for duty time in attendance up to eight (8) hours per day.

VII. Benefits: **Effective September 1, 2005**, teachers who work in assigned positions of 1340 hours or more per year shall be eligible for 100% District paid contributions for single coverage health insurance. **Effective September 1, 2005, the Board shall contribute a maximum amount of \$768.00/month for family coverage; effective September 1, 2006, the District contribution shall be \$870.00/month. Effective September 1, 2005, the District shall**

contribute \$65.00/month for Dental Insurance; **effective September 1, 2006, the contribution shall be \$68.00/month.** In addition, the **District shall provide** District Term Life-Accidental Death and Dismemberment Insurance of \$50,000.00, District paid Long Term Disability insurance with a maximum monthly benefit for a qualified teacher equal to two-thirds of current annual base salary not including extra service compensation. Teachers who work in assigned positions of more than 1044 hours or more per year but less than 1340 hours per year shall be eligible for a prorated District contribution for Health Insurance, Dental Insurance, and Term Life-Accidental Death and Dismemberment Insurance provided the teacher elects to pay the remaining premium and will also be eligible for Long Term Disability Insurance.

VIII. Leaves:

- Sick Leave: Teachers in assigned positions of 1340 hours or more will accrue 12 days sick leave per year; teachers in assigned positions of more than 500 hours and less than 1340 hours will be prorated.
- Sick Leave Buy Back: Teachers who have accumulated thirty (30) days of sick leave and who use less than half of the year's allotted sick leave may cash in up to five (5) days of unused sick leave in June of each year, such days to be exchanged at the rate of **\$21.00** per hour by notification to the **Labor Relations/Benefits** Department.
- Personal Leave: Teachers in positions of 500 hours or more and less than 1044 hours may use one (1) pro-rata day of personal leave during each duty year at the teacher's discretion without salary deduction. Teachers in position of 1044 hours or more and less than 1340 hours may use two (2) pro-rata days of personal leave during each duty year at the teacher's discretion without salary deduction. Teachers in positions of 1340 hours or more may use three (3) pro-rata days of personal leave during each duty year at the teacher's discretion without salary deduction. A request for personal leave must be submitted in writing in advance. The days used will be deducted from the teacher's accrued sick leave. Although the district has discretion to approve additional requests, the Community Education Manager/Supervisor may limit personal leave to no more than one personal leave day per program per day on a first-come first serve basis; if requests occur at the same time, seniority shall be the tie breaker. ECFE teachers may not use personal leave days during the first three weeks of the semester.
- Family Medical Leave: Teachers may apply for Family Medical Leave in accordance with state statute, federal law, and School District policy.

- Effective September 1, 2002, ABE/ECFE teachers will be able to participate in the sick leave bank set forth in Article XI, Section 3, Subd. 1 of the Working Agreement.

IX. Retirement: Severance pay shall be available to those teachers hired prior to July 1, 1994, who have at least ten (10) years of District No. 11 Community Education experience, are immediately eligible for a state retirement benefit, and notify the District of the intended retirement by March 1st. For the purpose of this section the school year shall begin with July 1st of one year and end on June 30th of the following year.

1. Severance pay base will be determined by taking the unused sick leave days times the daily wage rate (and less any District contribution to a matching 403(b) plan as set forth in paragraph X of the Article).
2. Teachers shall be eligible upon retirement, subject to all subdivisions of this section, for severance pay, of up to **103** days.
3. The severance payment shall be made as a lump sum payment upon retirement. Deductions such as State and Federal Income Tax, Social Security or PERA/TRA shall be made only as required by law. If the teacher dies before the severance payment has been made, the balance due shall be paid to a named beneficiary or lacking same, to the estate of the deceased.
4. This section shall not apply to employee who is discharged for cause by this School District.
5. **Health and Dental Insurance**: Teachers eligible for retirement as established in this Article may elect to continue to participate in the District's Health and Dental insurance program. The value of sick leave not paid as severance in this Article for insurance benefit eligible teachers under Section 1, shall be allocated to the Health Care Savings Plan for the individual teacher.

For insurance benefit eligible teachers hired on or after July 1, 1994, and eligible to retire under this Article, but not eligible for severance payment as set forth in Section 1, the value of unused sick leave days less the value of 103 days shall be allocated to the Health Care Savings Plan for the individual teacher.

6. This benefit is available only once in an individual's employment with the District.

7. Teachers who are eligible for a Minnesota State retirement pension but are not eligible for severance or unused sick leave credit as set forth in this Article may seek insurance continuation which may be available pursuant to the provisions of Minn. Stat. § 471.61, Subd. 2b.

X. 403(b): All full time and part time ABE/ECFE teachers who are eligible for insurances as set forth in Appendix C, Section VII will be eligible for the following benefit: Effective September 1, 2005 the District shall establish a matching contribution for the **2005-06** school year of up to \$500 per school year in a 403(b) Program for all eligible ABE/ECFE teachers with a seniority day prior to June 30, 2002; and up to \$1000 for all eligible ABE/ECFE teachers with a seniority date prior to June 30, 1997; **and up to \$1,500 per school year for all teachers with a seniority date prior to June 30, 1986.**

Effective September 1, 2006, the District shall establish a matching contribution for each relevant school year of up to **\$1,000.00** per school year in a 403(b) program for all teachers with a seniority date prior to June 30, 2004, up to **\$1,500** per school year for all teachers with a seniority date prior to June 30, 1999, and up to **\$2,000.00** per school year for all teachers with a seniority date prior to June 30, 1988.

The maximum individual lifetime matching contribution by the District shall be \$35,000.

XI. When specific positions are posted, internal candidates will be given consideration prior to consideration of outside applicants. It is also understood that the District may offer additional hours to individual teachers on a limited short-term basis; such arrangements shall be memorialized in writing.

WRITTEN GRIEVANCE

Grievance No _____

Aggrieved _____ Classification _____

Grievance: State in clear terms the violation, people involved and other relevant information.

Relief sought:

Date

Signature

(To be filled out by the First Level Supervisor with copies to the Aggrieved and the **General** Counsel)

Disposition of Step I:

Date

Signature

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