

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 831

AND

THE FOREST LAKE EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2025

2023-2025 Independent School District 831 and the Forest Lake Education Association Agreement

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AGREEMENT

ARTICLE I

PURPOSE

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

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

Section 2. Rights of Association as Exclusive Representative:

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

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

ARTICLE III

DEFINITIONS

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

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

Section 3. Teacher: "*Teacher*", as used in this Agreement, shall mean any person employed by the School District in a position included in this bargaining unit under the provisions of Minnesota law.

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

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

ARTICLE IV

SCHOOL DISTRICT RIGHTS

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

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

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

ARTICLE V

TEACHER AND ASSOCIATION RIGHTS

Section 1. Right to Views: Pursuant to the P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair or affect the right of any **teacher** or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative, if there be one, nor shall it be construed to require any teacher to perform labor or services against his/her will.

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

Section 3. Personnel Files:

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

Subd. 2. A **teacher** shall receive a copy of any deficiency notice, or other written memorialization of a discussion of the teacher's conduct if it is placed in his/her personnel file. The copy shall be mailed to or hand delivered to the **teacher** within ten (10) working days of placement in the personnel file. Such a letter may be emailed if the **teacher** agrees to receive such a letter via email.

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

Section 3. Request for Dues Check Off: **Teachers** shall have the right to dues check off in full for the Association, provided that dues check off shall not be allowed to the Association if it has lost its right to dues check off pursuant to the P.E.L.R.A. Questions of dues deductions are appropriately resolved between the union and the employee. Pursuant to such authorization, the School District shall deduct 1/16 of such dues from the **teacher's** regular salary check beginning with the second pay day in October and bi-monthly thereafter until fully paid, provided the School District is furnished authorization by the Union at least twenty (20) days prior to the first deduction date in October. However, new **teachers** hired after the first student contact day shall be placed on the deduction schedule within a reasonable period of time upon filing of said authorization form with the School District. The School District will deduct from the **teacher's** paycheck the dues that have been certified by the Association. Deductions shall be transmitted to the Association each pay period.

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

Section 5. Communications: The School District shall provide bulletin board space in each building in areas not normally accessible to students for use by the Association. The Association may use the School District mail service and teacher mailboxes for communications to teachers in quantities which do not interfere with regular School District mail service.

Section 6. Association Representative: Representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this activity shall not interfere with or interrupt school operations. Any representative of the Association not employed by the District, upon entering a school building, will check into the building in the usual procedure for visitors as established by the building or district.

Section 7. Information: The parties agree that the Association shall have access, upon written notice, to appropriate and available information necessary for the Association to exercise its responsibilities as exclusive representative.

Section 8. School Buildings and Facilities: The Association shall have the right, upon request, to reasonable use of school buildings and facilities subject to the right of the School Board to assess reasonable charges for additional custodian expenses or other additional operational expenses beyond normal maintenance costs resulting from such use provided further that said use shall not interfere with normal school activities or functions.

Section 9. Other Rights: Nothing contained herein shall be construed to deny or restrict to any **teacher**, rights he/she may have under the Minnesota School Laws or other applicable laws and regulations.

Section 10. Association Leaves: At the beginning of every school year, the Association shall be credited with eighty (80) days of paid leave to be used by **teachers** who are officers or agents of the Association. Such leave shall be used as authorized by the Association president. The Association agrees to notify the School District at least forty-eight (48) hours prior to the date of such leave. The School District will provide the substitute teachers made necessary by this section.

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

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

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

Section 11. Association President: The Association President or his/her designee shall be a voting member of the Administrative Council. Time needed to attend these meetings shall not be deducted from Association Leave.

ARTICLE VI

LENGTH OF SCHOOL YEAR

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

The length of the school year shall consist of 187 duty days for **teachers** including: student days, orientation and workshop days, and in-service training days as determined by the District. Effective July 1, 2024, the number of duty days in this provision is 186, as referenced above. **Teachers** new to the system shall report for four (4) additional duty days as scheduled by the district at the beginning of the year and/or as determined through the course of the school year. At least three of the four 'new teacher' duty days will be scheduled prior to the beginning of the school year, with the balance of the 4 days scheduled as partial days extending regular teacher duty days, as established by the district calendar.

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

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

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

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

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

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

ARTICLE VII

HOURS OF SERVICE

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

exercise discretion about the location of their completion of their professional duties. Exceptions to this 'discretionary location' provision are: work time scheduled during teacher workshop week prior to the start of school, and; work time scheduled on the final day of the duty year. The parties recognize that, during this discretionary time, teachers retain professional obligations that may require them to interact with other staff members and/or students. Teachers will make themselves available as required to serve student needs.

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

Section 3. Additional Activities: In addition to the basic school day, *teachers* may be required to reasonably participate in school activities beyond the *teacher's* basic day to attend to those matters requiring their attention including consultation with parents, faculty meetings, open houses, curriculum meetings and other professional teaching responsibilities, when such activities cannot reasonably be scheduled during the regular work day. Teachers may voucher for attending required meetings scheduled to start after the end of the duty day or at least 45 minutes before the start of the duty day at the miscellaneous rate of pay unless the duty giving rise to the meeting is covered by a stipend. Teachers may voucher for a meeting a teacher is required to attend that begins during the duty day but exceeds beyond the duty day by at least 45 minutes, at the miscellaneous rate of pay.

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

Section 5. Preparation Time and Assignments:

Subd. 1. Teaching and classroom assignments shall be designated by the Superintendent or his/her designee. Normally, the teacher's basic day will include a minimum preparation time during the student contact day which will approximate fifty (50) minutes per day. Teachers who are eligible for preparation time and who are assigned to work at multiple locations, levels, and/or programs will be scheduled for preparation time within the course of the student contact days at the various locations, levels, and/or programs. At the secondary level, one (1) class period will constitute the preparation time.

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

- A. Preparation time will be provided through the use of music and physical education teachers, as well as teachers licensed in other areas, including media or other fields. The District will endeavor to develop and select programs where teachers with Tier 2 or higher licenses are likely to be available and will seek to hire teachers with Tier 2 or higher licenses if teachers are available and suitable for hire.
- B. The District shall provide substitute teachers due to the absence of a teacher when that teacher's activities on that particular day(s) provide preparation time for the classroom teacher.
- C. A full-time elementary teacher shall receive a minimum of 225 minutes of instructional preparation time per week during the elementary student day [presuming a 5-day week].
- D. The School District will attempt, consistent with the needs of the program, to provide preparation time during the elementary day in usable blocks of not less than 30 consecutive minutes each.

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

ARTICLE VIII

BASIC COMPENSATION

Section 1. Rates of Pay:

Subd. 1. Schedules: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2023-2024 school year and the wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the 2024-2025 school year.

Subd. 2. Advancement: **Teachers** shall advance on the salary schedule one (1) step for the 2023-2024 school year, including advancement on the longevity schedule. **Teachers** shall advance on the salary schedule one (1) step for the 2024-2025 school year, including advancement on the longevity schedule. Minimum number of days worked to be eligible for step movement is governed by this Agreement, below.

Subd. 3. National Board Certification: A full-time (1.0 FTE) teacher who obtains a national board certification in a field germane to the teacher's license which meets all criteria below shall be paid a stipend of \$1000 per year and a part-time teacher who obtains such certification shall be paid a prorated portion of the full stipend based on the percentage of a full-time work schedule for which such part-time teacher is employed. If a teacher's national board certification terminates for any reason, this stipend will no longer be payable. The national board certification criteria are as follows:

- A. The national certifying board must be non-partisan to applicant group or individual.
- B. Certification must be beyond entry-level. Application eligibility must include language that stipulates that applicants must possess at least a baccalaureate degree and at least three (3) years of work experience in the field of certification.
- C. Certification process must be non-graduate credit earning and not eligible for salary schedule lane advancement.

Section 2. Status of Salary Schedule: The salary schedule shall not be construed to be a part of the **teacher's** continuing contract. In the event a successor Agreement is not entered into prior to the commencement of school in 2025, no adjustment shall be made in step position in a **teacher's** compensation, but horizontal lane changes shall be granted pursuant to this Agreement until a successor Agreement is negotiated.

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

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

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

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

Subd. 4. Content-Related Credits: Credits earned by a current District teacher counting toward lane change that are earned in any category listed on the District-maintained “Content-Related Continuing Education Table” will be applied at the rate of 2:1 toward lane change credit. (Example: a 3-credit course will earn six (6) credits toward applicable lane change.).

Subd. 5. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent or his/her designee in writing prior to the taking of the course. A **teacher** taking a course without receiving prior approval does so at his/her own risk.

Subd. 6. Career & Technical Education (CTE) Licensure: A teacher may advance lanes of the salary schedule through the development of the PELSB portfolio required for CTE licensure or through a PELSB-approved alternative licensure program.. For purposes of the lane advancement, completion of 1 portfolio shall be the equivalent of 5 semester credits. All portfolio work must be pre-approved by the superintendent or designee prior to the portfolio being completed to count for lane advancement. A teacher may earn 5 credits for the completion of a non-credit bearing alternative licensure program, that has been pre-approved by the superintendent or designee, for the purpose of obtaining “Core Skills for Teachers of Career and Technical Education (CTE license)” and may earn 5 credits for the completion of the content standards for licensure in a CTE field. Documentation showing licensure standards completion, and current CTE license, shall be provided to the superintendent or designee. If a teacher takes any classes in order to earn CTE credit, those credits shall count toward lane advancement as outlined in Subd. 4. provided written pre-approval by the superintendent or designee.

Subd. 7. Effective Date: The training level of the **teacher** as of July 30 or September 15 will be the basis of pay for that school year, except eligible credits submitted by March 15 shall be counted in determining the basis of pay for the second semester. Applications for a salary adjustment due to a change in the training level of a **teacher** shall be made to the Superintendent by the submission of an official transcript prior to July 30 or September 15 for first semester and prior to March 15 for second semester adjustment. If an official transcript is not available by these dates, other satisfactory evidence of the completion of a course will be recognized pending the receipt of the official transcript. However, the salary adjustment shall not be made until the official transcript is received, at which time the salary adjustment will be retroactive.

Subd. 8. Advanced Degree Program: A **teacher** shall be paid on an advanced degree lane only if the degree program is in the current teaching licensure and the degree program is approved in writing by the Superintendent or his/her designee in advance.

Subd. 9. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any **teacher** of any salary schedule placement already recognized and actually being paid.

Subd. 10. Prior Experience: Credit for prior teaching experience in school systems (including ISD #831 or other school system) or in other related fields of endeavor will be granted on the salary schedule as agreed between the School District and the **teacher**. A **teacher** with previous teaching experience in School District #831, if re-employed, will upon return to the system be placed on the salary schedule at least one (1) step above the step they occupied at the time they left the District provided the step advancement is consistent with operation of this Agreement for others in the bargaining unit who are similarly situated.

Subd. 11. Minimum Service: To receive a year of credit for experience for the purposes of step movement (if provided by the CBA) or a year toward experience for longevity compensation, a **teacher** must teach at least eighty-seven (87) days during a school year under contract in the School District. (NOTE: This standard for step movement may be different than the number of student service days necessary under Minnesota Statutes in order to satisfy a year of probation toward continuing contract status.)

Section 4. Regular Teaching Substituting:

Subd. 1. In those cases where regular substitutes are not available and a teacher serves as a substitute during his/her preparation time along with his/her regular duties, said teacher will be paid at the teacher's hourly rate of pay for each period substituted or prorata portion thereof. The teacher must submit a time sheet for payment for such substituting as soon as possible after such substituting and, in any event, within the same fiscal year. When a teacher is assigned students from another class because a substitute is not available, such teacher shall be paid at the teacher's hourly rate of pay per hour of substitute work or prorated portion thereof.

- A. For the purposes of this subdivision, 'class' shall be defined as the entire group of students normally assigned to another teacher during that time. If the group of students is divided between two or more teachers, the additional compensation due shall be divided among the number of teachers receiving additional students. The district will make reasonable efforts to consult with teacher(s) in receiving classroom(s) so as to minimize disruption to students and staff members.
- B. For the purposes of this subdivision and for the purposes of Article IX, Section 10, a teacher's hourly rate of pay shall be determined by dividing the teacher's annual salary rate, as found on the salary schedule (A or B) by the total number of duty days established in this Agreement, and then dividing by 8.

Section 5. Payroll Deduction: Whenever payroll deduction is necessary for absence without pay, 1/187 of the teacher's annual basic salary shall be deducted for each day's absence. Effective July 1, 2024, whenever payroll deduction is necessary for absence without pay, 1/186 of the teacher's annual basic salary shall be deducted for each day's absence.

Section 6. Schedule of Payment and Payment Practices:

Subd. 1. Number of Payments: The teacher's annual salary shall be payable in twenty-six (26) equal installments. All teachers will be paid in twenty-six (26) equal installments only. Teachers new to the system will receive their first payment on the second payroll of the school year, and will be paid 2/26 of their regular pay at that time.

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

Subd. 3. Summer Payrolls: All summer compensation amounts shall be deposited according to the normal direct deposit procedures to the teacher no later than the second payroll period in June.

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

ARTICLE IX

EXTRA COMPENSATION

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

Section 2. Noncurricular Compensation: The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Agreement for the 2023-2024 and 2024-2025 school years.

Section 3. Assignment of Noncurricular Duties: The School District may assign the teacher to noncurricular or other assignments, subject to established compensation for such services. An assignment shall not be made without agreement of the teacher except when no qualified teacher is willing to assume the assignment. In such case, the assignment shall be only on a year to year basis by letter of assignment until a qualified teacher is available to accept the assignment. In the event that involuntary

assignments are necessary, such assignments shall be rotated as equitably as practicable among the eligible teachers, giving consideration to a teacher's training, experience, aptitude, and teaching load.

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

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

$$\frac{\text{weeks worked}}{\text{weeks in a regular contracts year (37.4)}} \times \text{salary from schedule}$$

However, the salary as arrived at by such formula shall not exceed the miscellaneous rate of pay times 40 based on a regular day as defined in Article VII, Section 1. In the event the duty day is less than the regular duty day, the compensation and maximum shall be prorated accordingly.

Section 6. Compensation for Senior High/Community School Deans. Senior High and Community School Deans shall have additional compensation for the contract year with the following stipulations:

Subd. 1. Senior High School and Community School Deans shall have an additional \$6000 added to their base pay for the contract year.

Subd. 2. The additional compensation granted under this Section for assigned additional duties is in lieu of any other forms of compensation.

Subd. 3. Senior High and Community School Deans will be compensated for assigned extended employment weeks for the number of weeks as provided on an annual Notice of Assignment as defined in Section 5, above.

Section 7. Compensation for Middle School and Community School Counselors. Each Middle School Counselor and Community School Counselor shall have an additional \$2000 for the contract year added to their base pay.

Subd. 1. Middle School Counselors and Community School Counselors will be compensated for assigned extended employment weeks for the number of weeks as provided on an annual Notice of Assignment as defined in Section 5 above.

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

Subd. 1. Each Curriculum Coordinator shall have extended employment as provided on an annual Notice of Assignment as defined in Section 5 above.

Subd. 2. Each Curriculum Coordinator shall have an additional \$6000 added to their base pay for the contract year.

Subd. 3. The additional compensation granted under this Section for assigned additional duties is in lieu of any other forms of compensation.

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

Section 10. District Nurse/Licensed School Nurse Additional Compensation: Each District Nurse/Licensed School Nurse shall have an additional \$2000 for the contract year added to their base pay.

Subd. 1. District Nurses/Licensed School Nurses shall be paid their hourly rate for hours worked during the summer or summer school.

Section 11. Immersion Teachers: Immersion: Teachers are able to voucher for up to 10 hours per school year for translating materials at the miscellaneous rate of pay. Additional hours will be available when new curriculum is implemented. Hours will be approved by Teaching and Learning and immersion department chair.

Section 12. School Programs: A teacher who is assigned to a concert or school program outside the regular school day will be compensated at the teacher's hourly rate of pay, as determined via the method detailed in Art. VIII, Sec. 4, Subd. 1, up to a maximum of 2.5 hours per event, unless compensation for the activity is established under Schedule C of this Agreement. A teacher who is assigned to more than one open house per year (maximum of 2.5 hours per event) will also be paid at the teacher's hourly rate of pay for that time. In order to be eligible for compensation at the teacher's hourly rate of pay, the event must be identified in advance, in writing, as eligible for this rate of pay.

Section 13. Online Instruction: Any teacher who teaches a course in the District supplemental online program, provided the online course is not a part of the teacher's assigned FTE, will be paid \$450 per student enrolled in the class, up to a maximum of \$4500 per class.

ARTICLE X

GROUP INSURANCE

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

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

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

Subd. 2. Dependent Coverage: The School District shall contribute a sum not to exceed the following per month for dependent coverage in addition to the premium for single coverage for all full-time teachers employed by the School District who qualify for and are enrolled in the plan.

Effective at the beginning of the 2023-24 school year \$845.00

Effective at the beginning of the 2024-25 school year \$945.00

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

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

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

Subd. 2. Supplemental HRA Contribution: Teachers eligible for and enrolled in the district's Medical-Hospitalization Plan (Section 2 above) will receive \$850.00 (or prorata portion, thereof) contributed in equal

installments beginning with the first pay date in September to the employee's Medical-Hospitalization Plan HRA. This contribution will be made into the vested portion of the employee's account, referred to as the "rollover" account. For purposes of this provision, an "enrolled" employee includes the spouse of an employee who is characterized as a dependent of an employee who is the holder of the Medical-Hospitalization Plan, as long as the dependent employee is an eligible member of this bargaining unit. The payments will be made in equal installments beginning with the first pay date in September.

Subd. 3. Teachers eligible for the district's Medical-Hospitalization Plan (Section 2 above) who do not enroll in the insurance plan will receive \$850.00 (or prorata portion, thereof) to their individual Retirement Health Care Savings Account (RHCSA) (Section 5 below) in equal installments beginning with the first pay date in September. This employer contribution is separate from any contribution received under Section 5, below.

Subd. 4. Eligibility shall be governed by Section 9 of Article X, Group Insurance.

Section 5. Retirement Health Care Savings Account (RHCSA): The School District shall sponsor a RHCSA whereby 1% of a *teacher's* base salary will go into their RHCSA. This coverage becomes effective at the beginning of the 9th year of teaching in the District. This employee contribution is separate from any contribution received under Section 4, above.

Section 6. Dental Insurance:

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

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

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

Section 7. Income Protection Insurance:

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

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

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

Section 9. Eligible Teachers:

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

Subd. 2. Regularly contracted *teachers* employed less than .75 FTE but at least 600 hours per year shall be eligible for fifty (50%) percent of the School District contribution for medical-hospitalization and fifty (50%) percent of the School District contributions for dental insurance and fifty percent (50%) of the School District contributions to health care reimbursement as provided in Sections 2, 4, 5, and 6 of this article, but shall not be eligible for income protection insurance, Section 7, or life insurance, Section 8, of this article.

Regularly contracted **teachers** employed less than a full day but at least .75 FTE shall be eligible for seventy-five (75%) percent of the School District contribution for medical-hospitalization and seventy-five (75%) percent of the School District contributions for dental insurance and seventy-five percent (75%) of the School District contributions to health care reimbursement as provided in Sections 2, 4, 5, and 6 of this article, but shall not be eligible for income protection insurance, Section 7, or life insurance, Section 8, of this article.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

LEAVES OF ABSENCE

Section 1. Sick Leave:

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

Subd. 2. Unused sick leave days may accumulate according to the following schedules:

For employees hired prior to January 1, 1987: 320.

Employees hired after January 1, 1987 may accumulate a maximum of 300 sick days.

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

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

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

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

Subd. 7. Sick leave may also be used for illness of a **teacher's** child who is under 18 years of age or under 20 years of age and is still attending a secondary school or for a person under the teacher's legal guardianship. Sick leave may be used by an eligible teacher for other family members according to the terms of Minnesota statutes.

Subd. 8. Sick leave, up to five (5) days per year, may also be used for illness involving the **teacher's** spouse or parent. The specific amount of leave allowed under this section shall be within the discretion of the Superintendent. Sick leave may be used by an eligible teacher for other family members according to the terms of Minnesota statutes. These five (5) days also are available to a teacher who is becoming a new parent but has not given birth. Effective January 1, 2024 through December 31, 2025, a teacher may use up to twenty (20) days of accrued sick leave per year to attend to an illness of the teacher's spouse, parent or adult child.

Subd. 9. A **teacher** may utilize available sick leave subject to the provisions of this section and Section 6, hereof, for periods of disability relating to pregnancy, miscarriage, abortion or child birth. Such a **teacher** shall notify the Superintendent in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave and also, at such time shall provide a physician's statement indicating the estimated date of delivery of the child and estimated time of disability.

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

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

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

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

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

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

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

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

Section 3. Bereavement Leave:

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

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

Subd. 3. Days granted under this section shall not be deducted from sick leave.

Section 4. Military Leave: Military leave shall be granted to a teacher pursuant to M.S. Chapter 192 and other applicable law. Pursuant to Minn. Stat. 471.975:

Subd. 1. Subject to the limits of Subdivision 2, the District will pay to each eligible member of the National Guard or other reserve component of the armed forces of the United States an amount equal to the difference between the **teacher's** basic active duty military salary and the salary the **teacher** would be paid as an active District employee, including any adjustments the **teacher** would have received if not on leave of absence. The pay differential will be based upon a comparison between the **teacher's** daily rate of active duty pay, calculated by dividing the **teacher's** military monthly salary by the number of paid days in the month, and the **teacher's** daily rate of pay for the **teacher's** District salary, calculated by dividing the **teacher's** total District salary by the number of contract days. The **teacher's** salary as a District employee includes the **teacher's** basic salary and any additional salary the teacher earns from the District for noncurricular activities. The differential payment under this paragraph is the difference between the daily rates of pay times the number of District contract days the **teacher** misses because of military active duty. This payment will be made only to a **teacher** whose basic active duty military salary is less than the salary the **teacher** would be paid as an active District employee. Payments may be made at the intervals at which the **teacher** received pay as a District employee. Payment under this section will not extend beyond four years from the date the **teacher** reported for active service, plus any additional time the **teacher** may be legally required to serve.

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

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

Subd. 4. For purposes of this section, "active service" has the meaning given in Minnesota Statutes Section §190.05, subdivision 5, but excludes service performed exclusively for purposes of:

1. basic combat training, advanced individual training, annual training, and periodic inactive duty training;
2. special training periodically made available to reserve members; and
3. service performed in accordance with section 190.08, subdivision 3.

Section 5. Child Care Leave:

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

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

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

1. The continuity of the instructional program for the students. Child care leave dates should normally coincide with the start of the school year or the beginning of a marking period,
2. The desires of the **teacher**,
3. The specific employment duties of the **teacher** involved,
4. The health and welfare of the **teacher** or unborn child,
5. The recommendation of the **teacher's** physician,
6. Any other relevant criteria.

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

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

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

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

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

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

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

Section 6. Adoption Leave:

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

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

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

Subd. 4 Paid leave of up to ten (10) days per adoption may be granted to an adoptive parent. Such days must be used within 20 days of the date of adoption and shall be deducted from the **teacher's** sick leave balance.

Subd. 5 Paid leave of up to two (2) days per adoption shall be granted to adoptive parents for required court appearances prior to the adoption. Such leave shall be deducted from the **teacher's** sick leave balance. A teacher who must travel out of the United States to complete an adoption will be granted five (5) additional days with pay.

Section 7. Medical Leave:

Subd. 1 A continuing contract **teacher** who is unable to teach because of illness or injury and has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon written request, be

granted a medical leave of absence, without pay, up to one (1) year. The School District may, in its discretion, renew such a leave.

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

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

Section 8. Sabbatical Leave:

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

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

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

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

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

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

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

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

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

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

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

Section 9. Accrued Benefits: A **teacher** on unpaid leave shall retain such amount of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that any **teacher** is on leave under this section.

Section 10. Jury Duty Leave: A **teacher** who serves on jury duty shall be granted the day or days necessary, as stipulated by the court, to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event a **teacher** serves on jury duty pursuant to this section, the School District will compensate the **teacher** the difference between his/her regular salary and the amount received as jury duty pay. The **teacher** will retain mileage and expense allowances paid by the court.

Section 11. Personal Leave: At the beginning of every school year, each **teacher** shall be credited with two (2) personal leave days to be used at the discretion of the **teacher**. A full-time **teacher** with five (5) or more years of experience [starting in the 6th full year of employment] in the District shall be credited with one (1) additional personal leave day (3 days). A full-time **teacher** with fifteen (15) or more years of experience [starting in the 16th full-year of employment] in the District shall be credited with an additional personal leave day (4 days).

Subd. 1. Limitations:

1. No more than five (5) percent of the **teaching** staff will be approved for personal leave on a given day.
2. Requests for personal leave shall be made in writing to both the building principal and the human resources office at least five (5) days in advance except in emergencies. Approval of personal leave is contingent upon the availability of substitutes.
3. Leave will not be granted during the first five (5) days and last five (5) days of any school year unless mutually agreed by both parties.
4. Personal leave days may be taken in half or whole day increments.

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

Subd. 3. A teacher may carry over a maximum of five (5) personal leave days from a contract year into the following contract year.

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

Section 12. Eligibility: Leave benefits as outlined in this article shall apply to all **teachers** (defined in Article III, Section 3) as per the following stipulations:

Subd. 1. **Teachers** employed 186 full days shall be eligible for benefits as outlined in this article.

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

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

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

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

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

Section 13. Seniority: For purposes of seniority standing, a **teacher** on leave, pursuant to this article, shall continue to accrue seniority during such leave of absence.

Section 14. Deadline for Written Notice of Return: A **teacher** taking a leave under the following sections of this Article must give written notice of intention to return according to the following schedule. A **teacher** taking a leave under Sections 5, 6, 8 or any other nonmedical unpaid leave granted by the School District in which the leave ends at the end of a school year, must confirm in writing his or her intention to return the following school year by March 1 of the leave year. **Teachers** taking a leave under Minn. Stat. § 122A.46 must provide written notice pursuant to the statute. Failure to provide such written notice will result in an automatic renewal of the leave for the following year. If the **teacher** has been on a leave for two years, failure to provide written notice will result in a nonrenewal of the leave and may result in termination. The School District agrees to inform the **teacher** of the notice deadline upon approval of the leave by the School District.

Section 15. Paid Time Off: The following terms become effective July 1, 2022, and are effective for all employees hired on or after July 1, 2019. This system, for affected employees, replaces the sick leave, bereavement leave and personal leave sections in this agreement. All existing employees who move to the PTO system will have accrued sick leave time credited to their individual Major Illness Banks. These terms and this system will remain in effect for the duration of this contract. If the parties do not agree to continue it, all time in an employee's MIB will be credited as accrued sick leave. Existing employees' personal time will be held in abeyance through the trial period. If the parties do not agree to continue the system, the personal time will be reinstated. If the parties do agree to continue the system, each employee with previously-accrued personal time may elect payment for the personal time according to the terms in the Personal Leave section of this Agreement, or may elect to transfer the days to the employee's MIB.

Subd. 1. Each employee will be credited with the following number of available days of paid time off (PTO) according to each employee's years of service. Employees who work less than full time will be credited with the same number of days, with 'days' being interpreted as equivalent to the employee's FTE as assigned at the time.

<u>Length of Service</u>	<u>Days credited per year</u>
Upon initial employment	10
Beginning in 6 th year of employment	11
Beginning in 16 th year of employment	12

Effective July 1, 2024:

<u>Length of Service</u>	<u>Days credited per year</u>
Upon initial employment	11 days
Beginning in 6 th year of employment	12 days
Beginning in 16 th year of employment	13 days

Subd. 2. These days are used to cover absences for everything except jury duty, bereavement leave beyond the specifications listed below, or military leave. The employee must use accrued PTO days if they are available. The employee may only elect to take unpaid time if the employee is out of annually-credited PTO days and the situation does not cause the person to be eligible to access the MIB.

Subd. 2a. The employee may be absent due to death in the employee's immediate family (teacher's spouse, child, parent, parent-in-law, brother, sister, son/daughter in-law, grandparent, grandchild or a person under the teacher's legal guardianship) up to three days per incident without deduction from the employee's PTO time. In order to be eligible for this provision, the death must have occurred within eight (8) weeks of the proposed leave time.

Subd. 3. Each employee, at the beginning of employment, will also be credited with 15 days in an employee's Major Illness Bank (MIB). Any unused PTO days at the end of a year will be credited to the employee's MIB, until the MIB is fully stocked at 60 days. For the purposes of transition to the PTO system, all employees transitioning to the PTO system will be credited with at least 15 days into their MIB. [Thus, if an employee has only 10 days of accrued sick leave, the employee will be credited with 5 additional days to total 15.] If the PTO plan is discontinued, any days added to the employee's MIB to meet a minimum of 15 days for transition purposes will be deducted and will not be credited back to sick leave. For the 2023-2024 school year, there will be a one time 're-stock' of individual MIBs for employees who accessed their MIB during the 2022-2023 contract year. This one-time 're-stock' will be in the amount of either 10 days or until the person's MIB reaches 15 days, whichever is reached first.

Subd. 4. After an employee's MIB is fully stocked at 60 days, any unused PTO days at the end of a year will be paid at the following rates, according to an employee's years of service:

Effective at start of employment	\$200
Start of 10 th year of service	\$225
Start of 15 th year and thereafter	\$250

The payout of unused annual PTO days according to this subdivision will be split 50% into a Retirement Health Care Savings Account, and 50% as compensation through the payroll system.

Subd. 5. The annual credit of PTO days must generally be used first in any year, before the MIB can be accessed, unless the terms of access to the MIB apply. The employee may access her/his MIB if the employee or dependent or qualified family member experiences an FMLA-qualifying illness or injury or other FMLA-qualifying circumstance. Medical provider certification of such an illness or injury is required. If the employee accesses leave time from the MIB, the leave time must be restored to the MIB from annual PTO credits before any days of unused PTO may be paid out.

Subd. 6. Limitations: A maximum of 6% of FTEs to whom PTO applies may be scheduled to be gone on any given day. Absences covered by the MIB are included in the above counts, but absences for which a person qualifies for LTD are not. Additional absences for illness or injury on a day where the maximum is reached will require voice to voice communication with the teacher's responsible administrator. Leave will not be granted during the first five (5) days and last five (5) days of any school year unless mutually agreed by both parties.

Subd. 7. At the end of employment, days in MIB paid out at the then-current basic substitute rate of pay / day. 100% of the proceeds will be paid into the RHCSA. In order to be eligible for payout of the MIB, end of employment notice must be received no later than July 15, effective for the following school year. Any employee who gives notice after July 15, if such notice is accepted by the District, will receive payment as calculated at the time of the employee's departure, with the payment to be made on or about July 1 of the following year. This payment will not be available to any employee who is terminated for cause, or whose resignation the District accepts when the employee is under investigation for misconduct, unless the School Board agrees to this payment.

Subd. 8. There is no minimum component of usage of PTO time. The time used will be according to the time the employee is absent.

Subd. 9. No employee shall be eligible for a PTO MIB payout at the end of employment until said employee has completed a minimum of 5 years of service in the district.

ARTICLE XII

VACANCIES AND TRANSFERS

Section 1. Publishing of Vacancies:

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

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

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

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

Section 2. Transfers - Voluntary:

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

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

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

Section 3. Transfer - Involuntary:

Subd. 1. Notice of involuntary transfer shall be given to the teacher involved by June 1 whenever possible. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee. In identifying one or more teachers for involuntary transfer, the district will consider seniority in addition to other

factors relative to the educational needs of students, buildings, and programs. The district's decision regarding transfers will be final.

Section 4: Moving Classrooms: Any teacher who must move classrooms whether within a building or from one site to another will receive payment for up to one (1) contract day of time at the starting rate of the BA lane. This may occur either by release time or an additional paid day.

ARTICLE XIII

MEET AND CONFER

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

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

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

ARTICLE XIV

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

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

Section 2. Unused Sick Leave Pay for Severance:

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

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

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

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

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

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

In the event that application of eligible teachers submitted pursuant to this article would otherwise constitute a liability to the School District in excess of the limitations as contained in this section, the amount each teacher would be eligible to receive under the terms of this article shall be reduced to proportionate share of the School District's annual liability not withstanding Section 2, Subd. 2 of this Article. However, those teachers, if any, receiving a reduced proportionate share in one fiscal year will have priority to receive the reduced amount in the following fiscal years prior to any teachers resigning and eligible in the subsequent year.

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

$$\$800,000 / \$850,000 = (x)$$

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

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

Subd. 1. Amount of Days: At separation of service, any eligible sick leave days over the 187 days used for severance pursuant to Section 2 of this article, shall be placed in an unused sick leave account that may be used for reimbursement of medical benefits after retirement, up to a maximum of 98 days. The number of eligible unused sick leave days will be computed as of June 30 in the school year during which retirement is requested.

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

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

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

ARTICLE XV

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

Section 1. Eligibility for Severance Pursuant to this Article: Subject to M.S. 465.72, full time **teachers** who were hired after January 1, 1987, are at least fifty-five years of age and have either completed at least fifteen (15) years of continuous service with the School District or have completed at least twenty-five (25) qualifying years of teaching years of teaching service in Minnesota Public Schools (including not less than ten (10) years in the School District) shall be eligible for severance pay, pursuant to the provisions of

this Article, upon submission of a written resignation accepted by the School District. For the purposes of this section, “qualifying service” shall mean Minnesota teaching service as defined in Minnesota Statutes Section 354.05, Subd. 13 (TRA). Severance pay shall not be granted to any teacher who is discharged for cause by the School District under M.S. § 122A.40.

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

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

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

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

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

ARTICLE XVI

MATCHING 403(B) PLAN

Section 1. Eligibility: The district will maintain a 403(b) plan as long as such a plan is authorized by state and federal statutes. All **teachers** are eligible to participate in the district’s 403(b) plan without regard to eligibility for any district matching contribution to the **teacher’s** account. All **teachers** who are employed by the School District in positions of at least 600 hours per year and are participating in the School District’s 403(b) plan will be eligible to receive a matching annual contribution by the School District pursuant to M.S. 356.24 according to the provisions contained in this article and the School District 403(b) Plan documents. No teacher who has received a retirement or severance benefit from this district is eligible for the 403(b) match, but may contribute to the employee’s 403(b) account on his or her own.

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

<u>Years of service in School District</u>	<u>Amount of matching annual contribution</u>
Starting with the start of the 2 nd year –end of 5 th year	Up to \$750.00
Starting with the start of 6 th year -end of 10 th year	Up to \$1250.00
Starting with the start of 11 th year – end of 15 th	Up to \$1750.00
Starting with the start of 16 th year -end of 20 th	Up to \$2250.00
Starting with the start of 21 st year and thereafter	Up to \$2750.00

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

Section 3. Deduction From Severance for Employees Hired Prior to January 1, 1987: The School District’s total matching contribution to an individual teacher’s 403(b) plan will be deducted from any severance the individual teacher is eligible for pursuant to Article XIV Section 2. The teacher will receive any remaining severance amount.

ARTICLE XVII

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

Section 1. Purpose: The purpose of this article is to set forth a plan providing for unrequested leaves of absence (ULA) because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2. Establishment of Seniority List:

Subd. 1. Seniority applies only to continuing contract teachers, as defined by Minn. Stat. §122A.40, Subd. 1. An employee's seniority is defined as the initial date of employment involving continuous service. The initial date of employment for any teacher hired prior to the start of the duty year shall be designated as August 25. Teachers employed after that date and during any school year shall have a seniority date based upon their first day of teaching.

Subd. 2. Employment as a long-term substitute that is continuous with employment on a regular basis will be granted full seniority credit. The terms of this Subdivision do not alter the statutory probation period in any way.

Subd. 3. The seniority list will include all licensed employees as defined under M.S. §122A.40. *Teachers* who have not reached or are not eligible for continuing contract status, including Tier 1, Tier 2 and probationary teachers will be included on the list for informational purposes only but will not acquire seniority until completion of the probationary period, at which time the seniority date will be established as the original date of employment as a regular contract teacher.

Subd. 4. Each year, the School District shall prepare a seniority list (by name, date of employment, education level and subject matter or field) to be prepared from its records. The School District shall thereupon notify each teacher with a copy of the completed list.

Subd. 5. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty (20) working days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent or designee.

Subd. 6. Within twenty (20) working days after receipt of a written submission according to Subd. 5, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the Superintendent deems warranted. Any teacher affected by any change to the list will be notified by the Superintendent and have twenty (20) working days to respond to, or refute any documentation, proof, or any proposed change. A final seniority list shall thereupon be prepared by the School District, which list, as revised, shall be binding on the School District and any teacher. The School District, on December 15th, shall update the seniority list to reflect any addition or deletion of personnel due to retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Subd. 7. Tiebreakers: If two (2) or more teachers have the same employment date, then the following tiebreakers will apply, in the order listed, until there is no longer a tie.

1. The total cumulative years in the District will be deemed more senior.
2. Full-time is senior to part-time: A teacher who in the year of proposed leave placement occupies a full-time, full school year position, including one who is on authorized requested leave of absence, shall be deemed senior to one placed on leave from a less than full-time, full year position.
3. Lateral Placement: A greater number of earned credits, as they apply to the salary schedule will be deemed senior (Example: bachelor's +30 will be senior to bachelor's +15).
4. Cumulative total years of experience.
5. A greater number of licensed areas will be deemed more senior.

6. Determination by Superintendent and School District.

Subd. 8. Leaves of absence pursuant to Article XI shall not affect the seniority of a teacher.

Subd. 9. Seniority credit shall apply only to days of the regular school year, as defined in Article VI, and shall not apply to additional employment such as summer school and extended employment.

Section 3. ULA Procedure:

Subd. 1. Terms and Notice: The School Board may place on ULA such continuing contract teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Teachers placed on such leave shall receive notice to that effect by June 30 prior to the commencement of such leave with reasons for said placement.

Subd. 2. Placement: Teachers shall be placed on ULA in inverse order of seniority in the licensure field and subject matter employed, providing that remaining teachers are able to fulfill particular program needs, according to the terms of this Article. Such leave shall be effective no later than June 30 or at such earlier time as mutually agreed upon by the teacher and the School Board.

Subd. 3. Alternate Employment: Any teacher placed on such leave may engage in teaching or any other occupation during ULA. A teacher on ULA may be eligible for re-employment insurance if otherwise eligible for such compensation under that law. The seniority of a teacher on ULA will not be affected by placement on ULA.

Section 4. Limitations on Realignments and Displacements:

Subd. 1. Realignment: For purposes of placement on or recall from ULA, the District may, but is not required to, reassign any teacher into a position that requires the teacher to teach in a licensure field different from the field(s) in which the teacher taught immediately prior to the ULA. The Superintendent will make the decision of whether to realign or reassign a teacher, and will consider student and program needs, the opinions and desire of the teacher (this factor will include a conversation between the Superintendent and the teacher), the input of the school principal or program director, Director of Administration and Human Resources, the Director of Teaching and Learning, the Director of Special Education (if applicable), and any other relevant factors.

Subd. 2. The following positions are not able to be claimed by other bargaining unit members due to bumping, realignment, reassignment, or recall:

Dean of Students	CTE Coordinator	Academic Support Specialist
Curriculum Coordinator	Instructional Coach	Behavior School Psychologist
Q-Comp Coordinator	Innovation Specialist	
Q-Comp Peer Coach	Special Education Facilitator	

Subd. 3. Specialized Ability or Training: The school district will not be required to nonrenew a probationary teacher, or place a continuing contract teacher on ULA, or dismiss a Tier 1 or Tier 2 teacher if doing so would cause the School District to eliminate a class offering or program the School District would not otherwise have eliminated. In order for this subdivision to be effective, the probationary or less-senior teacher must hold a demonstrable ability / skill / certification / approval to teach in a program for which such a particularized ability / skill / certification / approval is necessary. *Such assignments include language immersion classes and College in Schools courses.* If a less senior or a probationary teacher is to be retained in order to continue to offer such classes, that teacher's assignment will also be eligible for retention so as to provide that teacher with the entire FTE allotment that the teacher held during the school year prior to the layoff.

Section 5. Dropping of License: A teacher may not exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights into another licensure area, but may be recalled to a position that requires the remaining licensure, subject to the limitations in this Article.

Section 6. Recall:

Subd. 1. Request for Recall: A teacher placed on such an unrequested leave of absence must file with the ISD 831 Director of Administration and Human Resources, by February 1st of each year, a written statement requesting recall. Any teacher on ULA who does not timely file such a statement with the District in any given year shall have no further recall rights.

Subd. 2. Recall to Positions: No new teacher shall be employed by the School District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been given leave or any other available positions in the School District in the fields in which they are licensed, subject to the limitations in this Article, as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA. However, if a vacancy occurs during the school year, and a teacher on ULA declines a recall pursuant to the terms in subd. 4, the School District may employ a different teacher in that license area.

Subd. 3. Comparable FTE: A teacher who meets the criteria in this Article to be eligible for recall to a position is eligible for recall for a position up to and including the FTE level the teacher held when the teacher was placed on ULA. If a position becomes available at a higher FTE than the teacher held when placed on ULA, the teacher may apply for the position. If selected, the teacher will resume employment at the new FTE level as if the employee were recalled from ULA. If the teacher returns at a lesser FTE than the teacher held when placed on ULA, the teacher will retain recall rights to an FTE up to that which the teacher held when placed on ULA for the duration of the ULA period provided in this Article.

Subd. 4. Notice of Recall: When placed on ULA, a teacher must file his/her address, email address, and telephone number to which any notice of reinstatement or availability of position shall be directed, with the School District Human Resources office. A notice of recall shall be sent to the email address on file with the District, and the District will also contact the person to be recalled by the telephone number on file. The District will retain a copy of the electronic record of the email as proof of service by the School District. The School District representative placing the telephone call shall also retain a notation of the date and time contact was attempted, and, if able to do so, will leave a message on the voice mail of that number requesting a return contact. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been emailed as provided in this article.

Subd. 5. Acceptance of Recall: A teacher who is eligible for recall shall have ten (10) calendar days from the date of such notice is emailed to the teacher to accept the reemployment. Failure to accept, in writing, within such ten (10)-day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights. However, if a teacher on ULA declines a recall because the teacher is employed in a different school district and cannot secure a release from contract within five (5) calendar days, the teacher will not lose the right of recall due to declining that recall.

Subd. 6. Reinstatement Rights: Reinstatement rights shall automatically cease *five (5)* years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified teacher.

Section 7. Filing of Licenses: In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually received in the Superintendent's office for filing as of *February 1* of such year

shall be considered for purposes of determining lay-off within areas of licensure for the following school year. A license filed after *February 1* shall be considered for purposes of recall but not for the current reduction.

Section 8. Procedure: Any challenge by a teacher who is proposed for placement on or recall from ULA shall be subject to review by the school board and shall not be subject to the grievance procedure.

ARTICLE XVIII

EARLY CHILDHOOD (ECFE) / ABE STAFF TERMS

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

Section 2. Limitations: Articles VI, VII, VIII, IX, XI Sections 1, 11, and 15, XII, XIV, XV, and XVII of the agreement do not apply to ABE and ECFE teachers. The subjects of those articles and schedules either are not relevant to ABE and ECFE teachers or are described herein.

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

Subd. 1 ABE Assigned Time:

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

Subd. 2 ECFE Assigned Time:

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

Subd. 3. For ABE and ECFE teachers, non-contact time shall include curriculum development during the school year, staff meetings, in-service meetings and preparation time. Teachers will be compensated at their regular hourly rate of pay for both contact and non-contact time. The District maintains the authority to set or modify program hours, reassign staff to areas of need in the ABE and ECFE programs, and to reduce or increase hours of employment in order to meet program needs.

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

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

Subd. 1. ECFE: Any layoffs shall be in inverse order of seniority and relevant licensure. If a recall opportunity occurs, the last person placed on layoff will be asked to return to work first. When it is necessary to reduce more than 33% of a teacher's assigned hours, that teacher shall have the option to reclaim up to the number of lost hours, as scheduling permits, in order of seniority and relevant licensure. Reclaimed hours would be generated from the first available hours in inverse order of seniority. Should it become necessary to eliminate positions, ECFE teachers will be placed on layoff in inverse order of seniority and relevant licensure.

Subd. 2. ABE: Any layoffs shall be in inverse order of seniority and relevant licensure. If a recall opportunity occurs, the last person placed on layoff will be asked to return to work first. The position of ABE Coordinator is an appointed position and no part of this position is eligible for bumping or reassignment based on seniority.

Section 2. Compensation: ABE and ECFE teachers are paid on an hourly basis and shall be compensated every other week based on the voucher submitted. This method of payment shall be continued during the summer for teachers who are employed during the summer months. The District and teachers agree that hours may vary from one pay period to the next. When subbing for another teacher in the program, an ABE or ECFE teacher will be compensated at their current hourly rate.

Subd. 1. The ABE Coordinator is eligible for a \$2,000 stipend per ABE year. ABE teachers shall be paid according to the Forest Lake ABE/ECFE Salary Schedule.

Subd. 2. ECFE: ECFE teachers shall be paid according to the Forest Lake ABE/ECFE Salary Schedule

Subd. 3. Schedule:

ABE/ECFE SALARY SCHEDULE
2023-2025 SCHOOL YEARS

<u>2023-2024</u>			
STEP	BA	BA+30	MA
1	27.52	28.93	31.91
2	28.32	29.78	32.85
3	29.15	30.67	33.81
4	30.01	31.56	34.81
5	30.88	32.48	35.83
6	31.80	33.43	36.88
7	32.73	34.43	37.98
8	33.71	35.45	39.11
9	34.70	36.50	40.26
10	35.72	37.57	41.44
11	36.78	38.67	42.67
12	37.85	39.81	43.95

<u>2024-2025</u>			
STEP	BA	BA+30	MA
1	28.65	30.12	33.22
2	29.48	31.00	34.19
3	30.34	31.93	35.19
4	31.24	32.85	36.24
5	32.15	33.81	37.30
6	33.11	34.80	38.40
7	34.08	35.84	39.53
8	35.09	36.91	40.72
9	36.12	37.99	41.91
10	37.18	39.11	43.14
11	38.29	40.26	44.42
12	39.41	41.44	45.75

Subd. 4. Step Movement: Minimum of 600 hours per fiscal year to be eligible for step movement on July 1. Those working less than 600 hours per year may be granted a step increase after two years of service. Step movements are subject to the same timing provisions as those found in Art. VIII, Section 1, Subd. 2.

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

Subd. 1. ECFE Sick Leave: For every 173 hours worked, 8 hours of sick leave will be available for use by the teacher. ECFE teachers assigned 600 hours or more per year shall be eligible for sick leave as described herein.

Subd. 2. ABE Sick Leave: ABE teachers shall earn 12 days of sick leave per year (one day per month). A day will be equal to the average number of hours worked in a day during the week. (Example 35 hours a week divided by 5 days would equal 7 hours sick pay for the sick day.) ABE teachers are eligible for 9 paid holidays per year (eight holidays and one day which is a floater). ABE teachers must work at least 34 weeks per year and at least fifteen hours per week to be eligible for any type of leave.

Subd. 3. Accrual: Eligible teachers under this Section may accrue sick leave from year to year up to a maximum of 1600 hours. An employee who is eligible to earn and use sick leave whose scheduled work hours subsequently drop below a level of eligibility shall retain accrued sick leave and shall resume eligibility to earn and use sick leave if her/his scheduled hours return to a level of eligibility.

Section 8. Emergency Leave:

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

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

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

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

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

Section 9. Insurance Eligibility: An ECFE or ABE employee will be deemed to be a full-time employee for the purposes of Insurance Eligibility according to Article X of this Agreement if the employee holds an assignment for the fiscal year in which the employee is anticipated to work at least 1403 hours.

Section 10. Inclement Weather: If programs are canceled for the day or are shortened because of inclement weather, an employee whose work time was unexpectedly reduced may make up lost work time. The employee must receive approval from her/his supervisor with respect to what duties will be assigned and when the make up time will occur.

ARTICLE XIX

PRESCHOOL EDUCATORS

Section 1. Applicability of Article: This Article applies to employees employed as Preschool Educators. The portions of this Collective Bargaining Agreement that apply to Preschool Educators are specified in this Article. If there is any conflict between portions of the CBA that do apply to Preschool Educators and the terms of this Article, the terms of this Article apply.

Section 2 Applicable Other Portions of CBA: The following DO apply to Preschool Educators: Articles I - V, Articles XX - XXII.

Section 3 Pay Rates:

2023-2024 Basic	2024-2025 Basic
26.36	27.44

Eligibility for Step System: To be placed on the following step system, the Preschool Educator must hold a valid Minnesota teaching license. If the Preschool Educator does not hold a valid teaching license then the rate of pay will be the Basic rate, above. A preschool educator who is placed on the licensed/step system must work a minimum of 600 hours in a fiscal year to be eligible for step movement on July 1. Those working less than 600 hours per year may be granted a step increase after two years of service. Step movements are subject to the same timing provisions as those found in Art. VIII, Section 1, Subd. 2.

2023-2024		2024-2025	
Step	Hourly Rate	Step	Hourly Rate
1	26.89	1	27.99
2	27.42	2	28.54
3	27.97	3	29.12
4	28.52	4	29.69
5	29.11	5	30.30
6	29.70	6	30.92
7	30.28	7	31.52
8	30.88	8	32.15
9	31.51	9	32.80
10	32.14	10	33.46
11	32.78	11	34.12
12	33.43	12	34.80

Section 4. Insurance:

Subd. 1. Selection of the Carrier: The selection of the insurance carrier and policy shall be made by the School District.

Subd. 2. Medical-Hospitalization Insurance Contribution:

Single Coverage: The School District shall contribute a sum not to exceed the following per month for all employees employed by the School District at least thirty-five (35) hours per week and a minimum of 170 days per year toward the cost of the premium for single medical-hospitalization insurance for each employee who qualifies for and is enrolled in the District's group medical-hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Effective 2023 - 2024: 80% of the current single premium

Dependent Coverage:

The School District shall contribute a sum not to exceed the following per month for all employees employed by the District at least thirty-five (35) hours per week and a minimum of 170 days per year toward the cost of the premium for dependent medical-hospitalization insurance for each employee who qualifies for and is enrolled in the District's dependent medical-hospitalization plan. The cost of the premium in excess of that contributed by the District shall be borne by the employee and paid through payroll deduction.

Effective 2023 - 2024: \$ 770.00

Effective 2024 - 2025: \$ 870.00

Subd. 4. Dental Insurance: The School District provides single dental insurance for each employee employed at least thirty-five (35) hours per week and a minimum of 170 days per year.

Dependent Dental Insurance: The School District agrees that an employee may pay the premium for dependent dental insurance if such an option is provided by the insurer.

Subd. 5. Life Insurance: The School District provides each regular employee employed at least twenty (20) hours per week and a minimum of 170 days per year with a \$50,000 term life insurance policy.

Subd. 6. Long-Term Disability Insurance: The School District will provide a long-term disability insurance plan to regular employees employed at least 15 hours per week and a minimum of 170 days per year. All employees eligible for the Long-Term Disability plan must participate in it. The plan shall include provisions for payment of 2/3 of the employee's base pay, with a 60-calendar day waiting period before benefits begin. The cost of the program shall be borne by the employee and paid through payroll deduction.

Subd. 7. Claims Against the School District: Any description of insurance benefits contained herein are Intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 8. Duration of Insurance Contribution: An employee is eligible for School District contributions as long as the employee is employed by the School District. Upon termination of employment, all School District contribution shall cease effective on the last working day.

Subd. 9 Continued Coverage: An employee is eligible to continue participation in the School District group hospitalization-major medical insurance plan, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance under the following circumstances:

- A. The employee retires and is at least 55 years of age and has completed at least ten (10) years of continuous service in the School District;
- B. The employee is on layoff; or,
- C. The employee either resigns or is terminated because they are medically unable to perform their duties and the employee has completed at least five (5) years of continuous service in the School District.

It is the responsibility of the employee to make arrangements with the School Payroll Office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The employee's right to continue participation in such group insurance, however, shall discontinue upon the employee reaching the age of 65. The right to participate pursuant is not retroactive in application.

Section 5. Time Off:

Subd. 1. Paid Time Off: Preschool Educators will accrue .0462 hours for each hour worked of paid time off. Unused PTO may not be carried over but will be paid to an employee based on his/her hourly rate of pay at the end of the school year.

Subd. 2. Jury Duty Leave: Leave of absence for jury duty will be granted by the School District for jury duty service and an employee will receive their regular rate of pay but must assign to the School District such compensation as they receive for serving on jury duty (excluding mileage allowance).

Section 6. 403(b) Employer Matching Contribution:

Subd. 1. Application: Eligible employees who are employed by the School District and are participating in the School District's 403(b) Plan will be eligible to receive a matching annual contribution by the School District pursuant to M.S. 356.24 according to the provisions included in this document and the School District 403(b) Plan documents. The School District will match the amount of the employee's annual contribution as determined by the schedule below and increments to be set by the plan documents. "Years of Service" shall mean years of continuous employment in the School District. Years of Service shall be measured as of the employee's employment date in a regular position.

1 through 10 years of service completed: \$1000

11 through 20 years of service completed: \$1500

More than 20 years of service completed: \$1750

The applicable amount will be divided by 20 and rounded to the nearest whole dollar to calculate the per pay period match amount.

Subd. 2. Lifetime Limits Regarding the School District's Matching Contribution: The School District's total employee lifetime matching contribution shall be limited to \$40,000 (forty thousand dollars) for each participating employee.

Subd. 3. Eligibility: Eligible employees are employees who are regularly employed at least one hundred and seventy (170) days per year and twenty (20) hours per week on a regular assignment. Employees employed less than one hundred and seventy (170) days per year and twenty (20) hours per week are not eligible for the employer match. Employees who are in two positions cannot combine the positions in order to be eligible.

ARTICLE XX

GRIEVANCE PROCEDURE

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

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

Section 3. Definitions and Interpretations:

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

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

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

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

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

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

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within **seven (7) days** after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within **ten (10) days** after receipt of the appeal. Within **ten (10) days** after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

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

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

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within **fifteen (15) days** following the decision in Level II, or within **fifteen (15) days** after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 of the grievance procedure.

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

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

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

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

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

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

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

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

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

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

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

ARTICLE XXII

MISCELLANEOUS

Section 1. Copies of Agreement: Copies of this Agreement, entitled "Agreement between the Independent School District 831 and the Forest Lake Education Association," shall be provided electronically to all **teachers** in the District. **Teachers** are permitted reasonable use of district technology to print copies of the Agreement.

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

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

Section 4. Summer Programs-Projects:

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

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

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

Subd. 3. Teachers may submit summer programs and/or projects to the Superintendent or his/her designee on a flat cost per program and/or project. Each project/or program shall include the same detail as stated in Section 4, Subdivision 1, of this article.

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

Section 6. Licensure: Teachers are responsible for maintaining appropriate licensure. Teachers without a valid license appearing on the Minnesota Professional Educator Licensing and Standards Board (PELSB) website will be placed on an unpaid leave until such time as the teacher's valid license appears on the Minnesota PELSB website.

ARTICLE XXIII

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2025 written notice of such intent as stated in Minnesota statutes.

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

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

Section 4. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Agreement or the application of any provision. The School District and the Association will meet no later than ten (10) working days after such determination to discuss the effects of such a determination.

2023-2025 Independent School District 831 and the Forest Lake Education Association Agreement

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

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

President

Chief Teacher Negotiator

Dated this _____ day of
_____, 20____

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

President

Clerk

Dated this _____ day of
_____, 20____

SCHEDULE A SALARY SCHEDULE 2023-24

BASED ON SEMESTER CREDIT SYSTEM

	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40	PhD/EdD
Step	1	2	3	4	5	6	7	8	9	10	11
B	42461	43150	43839	44432	45706	48718	49326	49917	50505	51096	52106
C	42631	43348	44063	44659	45952	49073	49670	50243	50820	51397	52407
D	43391	44147	44907	45545	46907	50140	50735	51313	51889	52468	53478
E	44250	45058	45861	46557	48010	51299	51894	52471	53049	53628	54638
F	44759	45608	46451	47365	49245	52572	53200	53810	54420	55031	56041
G	45521	46369	47205	48116	49986	53707	54333	54940	55548	56156	57166
H	46467	47315	48656	49567	51436	54908	55535	56140	56748	57355	58365
I	48141	48988	50329	51240	53109	56685	57310	57916	58524	59131	60141
J	50415	51262	52099	53516	55383	58959	59686	60292	60899	61510	62520
K	53707	54553	55390	56301	58171	61846	62473	63079	63687	64301	65311
L	56931	57796	58653	59583	61494	65147	65888	66506	67129	67758	68768
M	64102	64971	65831	66765	68683	72554	73197	73817	74442	75074	76088
N	66025	66920	67806	68768	70743	74731	75393	76032	76675	77326	78371
LONGEVITY IN INDEPENDENT SCHOOL DISTRICT #831											
			14:	3750							
			16:	2700							
			20:	2500							
			25:	1500							

SCHEDULE B SALARY SCHEDULE 2024-25

BASED ON SEMESTER CREDIT SYSTEM

	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40	PhD/EdD
Step	1	2	3	4	5	6	7	8	9	10	11
D (1)	45018	45803	46591	47253	48666	52020	52638	53237	53835	54436	55483
E (2)	45578	46410	47237	47954	49450	52838	53451	54045	54640	55237	56277
F (3)	46102	46976	47845	48786	50722	54149	54796	55424	56053	56682	57722
G (4)	46887	47760	48621	49559	51486	55318	55963	56588	57214	57841	58881
H (5)	47861	48734	50116	51054	52979	56555	57201	57824	58450	59076	60116
I (6)	49585	50458	51839	52777	54702	58386	59029	59653	60280	60905	61945
J (7)	51927	52800	53662	55121	57044	60728	61477	62101	62726	63355	64396
K (8)	54244	55099	55944	56864	58753	62464	63098	63710	64324	64944	65964
L (9)	57500	58374	59240	60179	62109	65798	66547	67171	67800	68436	69456
L.5 (10)	61683	62566	63440	64390	66340	70174	70878	71509	72145	72787	73818
M (11)	65865	66758	67641	68601	70572	74549	75210	75847	76489	77139	78180
N (12)	68501	69430	70349	71347	73396	77533	78220	78883	79551	80226	81310
LONGEVITY IN INDEPENDENT SCHOOL DISTRICT #831											
			8:	1100							
			14:	2650							
			16:	2700							
			20:	2500							
			25:	1500							

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

Step L.5 is added to the schedule beginning with the 2024-2025 contract year. Teachers who are currently employed as of the time of ratification as regular contract teachers who have already reached step I as of the 2023-2024 contract year will not progress from step L to step L.5 as they reach that stage of the salary schedule, but will progress to Step M. Teachers who have not yet reached Step I as of the 2023-2024 contract year or who are hired after ratification of the 2023-2025 Agreement will progress through Step L.5, regardless of step hired upon, unless hired above Step L.5.

SCHEDULE C 2023-2024 SUPPLEMENTARY PAY SCHEDULE

Group I	Group II	Group III	Group IV	Group V
11% of BA Step 1 Salary	8% of BA Step 1 Salary	6% of BA Step 1 Salary	4% of BA Step 1 Salary	3% of BA Step 1 Salary
Head \$4670 Asst \$3269 1 st Asst \$3269 2 nd Asst \$2802	Head \$3396 Asst \$2377	Head \$2547 Asst \$1782	Head \$1698 Asst \$1188	Head \$1273 Asst \$891 Elem \$509
Band HS Choir HS Ranger Sound HS/MS FFA HS LINK HS Nat'l Honor Society HS Orchestra HS Student Council HS Theater Musical HS Theater Plays HS	DECA HS	Band Pep HS FFA MS Jr Class Adv & Prom HS Student Council CS Student Council MS WEB MS Yearbook MS Fall Dance Team HS	Clay Target HS Environmental Club HS Fishing Club HS/MS International Club HS Investment Club HS SADD HS Speech MS Theater Plays MS Yearbook CS Healthy Minds HS	Band MS Band Jazz MS Choir MS * FPS Elem * Math Masters HOSA Knowledge Bowl Orchestra MS Pops Orchestra MS SADD MS/CS Strategy Club MS *Student Council Elem Weight Training MS * Yearbook Elem History Club HS Special Olympics HS • Fall • Winter • Spring * Head Rate

KEY:

HS = Senior High

MS = Middle School

CS = Community School

Elem = Elementary

Asst = Assistant

The Assistant / 1st Assistant rates are established at 70% of the applicable Head rate. The 2nd Assistant rate is established at 60% of the applicable Head rate. The Elementary rate in Group V is established at 40% of the Group V Head rate.

SCHEDULE C 2024-2025 SUPPLEMENTARY PAY SCHEDULE

Group I	Group II	Group III	Group IV	Group V
11% of BA Step 1 Salary	8% of BA Step 1 Salary	6% of BA Step 1 Salary	4% of BA Step 1 Salary	3% of BA Step 1 Salary
Head \$4951 Asst \$3465 1 st Asst \$3465 2 nd Asst \$2970	Head \$3601 Asst \$2520	Head \$2701 Asst \$1890	Head \$1800 Asst \$1260	Head \$1350 Asst \$945 Elem \$540
Band HS Choir HS Ranger Sound HS/MS FFA HS LINK HS Nat'l Honor Society HS Orchestra HS Student Council HS Theater Musical HS Theater Plays HS	DECA HS	Band Pep HS FFA MS Jr Class Adv & Prom HS Student Council CS Student Council MS WEB MS Yearbook MS Fall Dance Team HS	Clay Target HS Environmental Club HS Fishing Club HS/MS International Club HS Investment Club HS SADD HS Speech MS Theater Plays MS Yearbook CS Healthy Minds HS	Band MS Band Jazz MS Choir MS * FPS Elem * Math Masters HOSA Knowledge Bowl Orchestra MS Pops Orchestra MS SADD MS/CS Strategy Club MS *Student Council Elem Weight Training MS * Yearbook Elem History Club HS Special Olympics HS • Fall • Winter • Spring * Head Rate

KEY:

HS = Senior High

MS = Middle School

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Elem = Elementary

Asst = Assistant

The Assistant / 1st Assistant rates are established at 70% of the applicable Head rate. The 2nd Assistant rate is established at 60% of the applicable Head rate. The Elementary rate in Group V is established at 40% of the Group V Head rate.

ATHLETIC COACHES 2023-2024

Group I	Group II
19% of BA Step 1 Salary = Head Coach Rate 70% of Head = Asst Coach Rate 10% of BA Step 1 Salary = 9 th Grade Coach Rate 7% of BA Step 1 Salary = 7/8 Head Coach Rate 6% of BA Step 1 Salary = 7/8 Asst Coach Rate	15% of BA Step 1 Salary = Head Coach Rate 70% of Head = Asst Coach Rate 10% of BA Step 1 Salary = 9 th Grade Coach Rate 7% of BA Step 1 Salary = 7/8 Head Coach Rate 6% of BA Step 1 Salary = 7/8 Asst Coach Rate
Head \$8067 Asst \$5646 9 th Grade \$4246 7 th /8 th Grade Head \$2972 7 th /8 th Grade Asst \$2547	Head \$6369 Asst \$4458 9 th Grade \$4246 7 th /8 th Grade Head \$2972 7 th /8 th Grade Asst \$2547
*Auditorium Manager Baseball Basketball Football Gymnastics Hockey Softball Track Volleyball *Weight Room Wrestling * Full year positions paid at an annual rate of 19% of BA Step 1 salary	Cross Country Dance Team Debate Golf Lacrosse Skiing–Alpine Skiing-Nordic Soccer Speech Swimming Swimming–Synchronized Tennis–2 nd Asst Paid As 7 th /8 th Head

KEY:

HS = Senior High

MS = Middle School

Elem = Elementary

Asst = Assistant

ATHLETIC COACHES 2024-2025

Group I	Group II
19% of BA Step 1 Salary = Head Coach Rate 70% of Head = Asst Coach Rate 10% of BA Step 1 Salary = 9 th Grade Coach Rate 7% of BA Step 1 Salary = 7/8 Head Coach Rate 6% of BA Step 1 Salary = 7/8 Asst Coach Rate	15% of BA Step 1 Salary = Head Coach Rate 70% of Head = Asst Coach Rate 10% of BA Step 1 Salary = 9 th Grade Coach Rate 7% of BA Step 1 Salary = 7/8 Head Coach Rate 6% of BA Step 1 Salary = 7/8 Asst Coach Rate
Head \$8553 Asst \$5987 9 th Grade \$4501 7 th /8 th Grade Head \$3151 7 th /8 th Grade Asst \$2701	Head \$6752 Asst \$4726 9 th Grade \$4501 7 th /8 th Grade Head \$3151 7 th /8 th Grade Asst \$2701
*Auditorium Manager Baseball Basketball Football Gymnastics Hockey Softball Track Volleyball *Weight Room Wrestling * Full year positions paid at an annual rate of 19% of BA Step 1 salary	Cross Country Dance Team Debate Golf Lacrosse Skiing–Alpine Skiing-Nordic Soccer Speech Swimming Swimming–Synchronized Tennis–2 nd Asst Paid As 7 th /8 th Head

KEY:

HS = Senior High

MS = Middle School

Elem = Elementary

Asst = Assistant

2023-2025

ELEMENTARY AND SECONDARY DISTRICT DEPARTMENT HEADS

\$2784 per year

ELEMENTARY AND SECONDARY BUILDING DEPARTMENT CHAIRPERSONS

\$2227

Building Departments with two or more members shall be eligible for Department Chair pay on the schedule. Building Departments with less than two members will receive the miscellaneous rate of pay for each meeting that they are required to attend. If Department Heads are established for EL and/or ECSE programs, the employee designated as Department Head will be compensated at the Building Department Chairperson rate.

MISCELLANEOUS RATES OF PAY

EVENTS

Site Manger:

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

Crowd Supervision: \$75 per event

Table Workers:

Ticket Taker/Seller	\$50 per event
Announcer	\$75 for a varsity doubleheader or football

Scoreboard/Scorebook: \$50 for single varsity game/match
\$75 for doubleheader varsity or JV/varsity game or match (same day)

NOTE – Rate increases for Events are effective upon final ratification.

HOURLY RATES

Other Compensated Extra Duties

Miscellaneous Employment not covered by Article IX, Section 5	\$36*
Homebound Instruction (plus mileage reimbursement as per School District policy)	\$36*
Summer School Teaching	\$36*
Credit Recovery School Teaching	\$36*

* These rate changes are effective upon final ratification by both parties.

ATTACHMENT E GRIEVANCE REPORT FORM

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

Building Assignment Name of Grievant Date Filed

STEP I

A. Date Grievance Occurred

B. 1. Statement of Grievance

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

2. Relief Sought: _____

Signature

Date

C. Disposition by Principal _____

Signature

Date

D. Position of Grievant and/or Association: _____

Signature

Date

STEP II (IF NECESSARY)

A. Date Received by Superintendent or Designee _____

B. Disposition by Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III (IF NECESSARY)

A. Date Received by School Board _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP IV (IF NECESSARY)

- A. Date of Arbitration Request _____
- B. Date Submitted to Arbitration _____
- C. Disposition and Award of Arbitrator _____

Signature

Date

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

ATPPS Plan for School Year 2014-2015

This Memorandum of Understanding is entered into between the Forest Lake School District, ISD 831, ("the District") and Forest Lake Education Association ("FLEA"), to establish and implement an Alternative Teacher Professional Pay System (ATPPS) for the teachers of Forest Lake schools. All teachers, as defined by MN Stat. 122A.40 (the Continuing Contract law) and the Master Agreement, shall be eligible for and participate in this program.

ATPPS ("Q Comp") will commence with the 2014-15 school year. The District and the Union agree to the terms of this Memorandum of Understanding through the conclusion of the 2014-15 school year. The District and Union may mutually agree to minor revisions to ATPPS during the 2014-15 school year without renewing the entire ATPPS application ("the Application").

Should there be any change to the alternative teacher professional pay systems statutes (MN Stat. 122A.413-12A.415), both parties agree to discontinue all provisions of ATPPS unless an alternative agreement is reached. The discontinuation shall occur on June 30 with all funds accounted for as of that date. The district will make copies of the Application available to all staff on request.

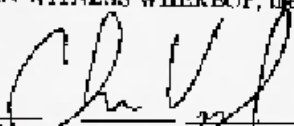
The ATPPS pay system for teachers shall be funded based on continuing revenue from the State and the local tax levy as specified in Minn. Statute § 122A.413 -122A.415.

The ATPPS pay system is a one-year program. It shall automatically sunset on June 30, 2015. The specific components and compensation amounts contained in the ATPPS pay system may be adjusted only through the collective bargaining process between the District and FLEA. Any unused ATPPS funds remaining after the disbursement of all expenditures and performance pay shall carry over to the next year and will remain dedicated to the ATPPS program.

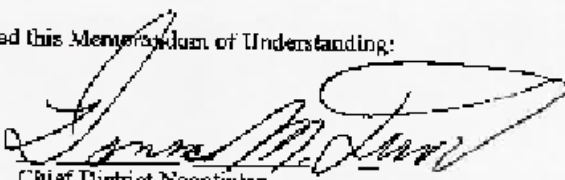
All positions in the FLEA bargaining unit shall be effectively integrated into the ATPPS pay system. Probationary teachers and teachers who have received letters of deficiency are eligible to participate in the ATPPS pay system; however, decisions regarding renewal of probationary teachers' contracts and/or progression on addressing performance concerns shall be made separately from the ATPPS pay system.

If, through plan error or changes to the master agreement, a portion of this plan is found to be inconsistent with the master agreement, the master agreement continues and this plan is suspended until inconsistencies are resolved and an amended plan is accepted by MDE, the District, and the general membership of FLEA.

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


Chief Teacher Negotiator

9/27/13
Date


Chief District Negotiator

9/25/13
Date

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

The Association and the School District will work toward the average compensation for teachers of the following comparison districts: Centennial, South Washington County, Hastings, Stillwater, White Bear Lake, Roseville, and Mounds View as well as in consideration of districts with per-pupil operations funding within 2% of the per-pupil funding of Forest Lake Area Schools, as determined by each district's per-pupil funding reports from MDE.