

Teachers Agreement

Independent School District No. 318
820 NW 1st Avenue
Grand Rapids, Minnesota 55744

2011-2012

2012-2013

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Article I

Purpose of Agreement

This Agreement, entered into between Independent School District No. 318, Grand Rapids, Minnesota (hereinafter referred to as the District), and Education Minnesota 1314 (hereinafter referred to as the Exclusive Representative), pursuant to and in compliance with the Public Employment Labor Relations Act as most recently amended (hereinafter referred to as P.E.L.R.A.) is to provide the terms and conditions of employment for teachers during the term of this Agreement. The term teacher as used herein shall have that meaning as defined in Article III of this Agreement.

Article II

Recognition of Exclusive Representative

In accordance with P.E.L.R.A., the District recognizes the Education Minnesota 1314 as the Exclusive Representative of teachers employed by Independent School District No. 318. Education Minnesota 1314, as Exclusive Representative, shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

Article III

Definitions

SECTION 1. Terms and Conditions of Employment: The terms "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the District.

SECTION 2. Teacher:

Subd. 1. The term "teacher" when used hereinafter in the Master Agreement shall mean all persons in the appropriate unit employed by the District in a position for which the person must be licensed by the State Board of Education, whether compensated annually as per Salary Schedule A – first year of the contract period and Salary Schedule B – second year of the contract period, or on a per diem, hourly, or class rate basis, specifically including but not limited to

1. Classroom teachers
2. Counselors
3. Librarians
4. Vocational education teachers
5. Teachers employed under federal programs
6. Speech therapists
7. Substitute teachers who work more than 30 days for a specific teacher in the District
8. School nurses

Subd. 2. Categories, Teacher:

1. Full-time teacher: A full-time teacher shall be defined as a licensed employee under contract with the District for full-time employment.
2. Part-time teacher: A part-time teacher shall be defined as a licensed employee under contract with the District for less-than-full-time employment.
3. Long-term substitutes: A long-term substitute shall be defined as a licensed employee under contract with the District whose employment is caused by conditions which occur after the beginning of the school year. A long-term substitute may be considered full or part-time.
4. Casual Substitutes: A casual substitute shall be defined as a non-contract, licensed employee hired by the District on a day-to-day basis who does not exceed 30 days substituting for a specific teacher in the District in a given school year.
5. Program teachers: A program teacher shall be defined as a licensed employee hired by the District to teach special classes not necessarily offered on a regular or an annual basis.

Subd. 3. Exclusions: The term "teacher" as used herein shall not include the superintendent, assistant superintendents, principals, and assistant principals who devote more than 50 percent of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and others as excluded by P.E.L.R.A. and defined by the Bureau of Mediation Services. District No. 318 teachers whose time is purchased from District No. 318 by other school districts or educational institutions shall not lose contract benefits of District No. 318.

SECTION 3. Gender: All words used in any gender shall extend to and include either gender.

SECTION 4. Vacancy: A vacancy is any teaching position that does not have a teacher listed for that position.

SECTION 5. Other terms: Terms not defined in this agreement shall have those meanings as defined by P.E.L.R.A. In the event that P.E.L.R.A. or any provision of P.E.L.R.A. is discontinued, negotiations between the Teacher's Bargaining Unit and the District shall be conducted as though P.E.L.R.A. in its entirety were still in effect to the extent that such practice is not contrary to law.

Article IV

School Board Functions

SECTION 1. The Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

SECTION 2. The Exclusive Representative recognizes the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

SECTION 3. The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the professional services including teaching, supervising, and inservice work as determined in the Master Agreement, Article X, and prescribed by the District and shall be governed by the laws of the State of Minnesota, and by District rules, regulations, directives, and orders issued by properly designated officials of the District. The Exclusive Representative also recognizes the right, obligation, and duty of the District and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the District insofar as such rules, directives, and orders are not inconsistent with the terms of this Agreement.

SECTION 4. It is further understood that the foregoing enumeration of District functions shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and the District expressly reserves all management rights and management functions not expressly delegated in the Agreement.

SECTION 5. The Exclusive Representative recognizes that the District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education and valid rules, regulations, and orders of State and Federal governmental agencies. Any provision of this Agreement herein found to be in violation of any such laws, rules, regulations, or orders shall be null and void and without force and effect.

Article V

Teacher Rights

SECTION 1. Right to Views: Nothing contained in the Agreement shall be construed to limit, impair, or affect the right of the teacher 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 designated 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 is one. It should in no way be construed to limit other rights provided by law.

SECTION 2. Right to Join: 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 District of such unit.

SECTION 3. Meet and Confer: Public employees who are professional employees as defined by 179A.03 of P.E.L.R.A. have the right to meet and confer with public employers regarding policies and matters not included under 179A.03, Subd. 19, pursuant to 179A.06, Subd. 4 of P.E.L.R.A. Representatives of the District and the Exclusive Representative will meet if requested by either party quarterly of each school year.

SECTION 4. Dues and Fair Share Fees Check-off:

Subd. 1. Teachers shall have the right to request and be allowed dues check-off as stipulated in M.S. 179A.06, Subd. 6, of P.E.L.R.A. Such authorization shall continue in effect from year to year unless revoked in writing to the business office by the participant. Employee organizations will advise the business office of any changes in dues rate by October 1 of each year.

Subd. 2. The Exclusive Representative, after January 1, 1975, shall have the right to certify to the District a fair share of services rendered and the fair share fee shall be checked off of employee earnings in accordance with P.E.L.R.A., M.S. 179A.06, Subd. 3. This check-off is for one year only and will be discontinued at the end of each school year by the business office until a new certification is made.

SECTION 5. Personnel Files:

Subd. 1. There shall be only one official file for each teacher which shall be maintained in strictest confidence at the administrative office. A teacher shall have the right to inspect and obtain copies of all materials within the personnel files in the District and to submit for inclusion in the file written information in response to any such material, as provided by Minnesota Statute 122A.41, Subd. 15.

Subd. 2. Identification and/or advance notification shall be required before access is given to any file.

Subd. 3. All material received for inclusion in the personnel file shall be stamped with date received for filing. The teacher shall be notified when any material which questions or challenges said teacher's character, conduct, or service is placed in the personnel file, except that which pertains to initial employment. Copies will be sent upon request. The cost of these copies shall be paid by the teacher at the going rate of reproduction. The teacher may read, date, and sign this material; said signature shall indicate only that the teachers has read the material and not indicate approval or disapproval.

Subd. 4. Notification to the teacher (per Subd. 3) shall consist of the teacher signing the document(s) going into their file. The signature will only indicate acknowledgment of receipt of the document(s) and not agreement with the contents. If the teacher refuses to sign indicating acknowledgment EdMinn 1314's President or Vice-president will verify appropriate notification.

SECTION 6. Grievance File: After an official grievance filed by any teacher or the Exclusive Representative has been resolved, the grievance shall be placed in a special grievance file with all names expunged.

SECTION 7. Position Vacancies:

Subd. 1. Realignment of teachers who have been displaced due to reduction of positions shall occur prior to transfer. Teachers shall be placed in available positions in a manner consistent with the terms of this section to the extent that such placements can be accommodated.

Subd. 2. Vacancies Filled by Voluntary Transfer:

A. Teaching and coaching vacancies will be posted in all buildings in which teachers are employed as well as; in the Administrative Services Building and the school district website.

B. Generally, postings shall be made no less than 15 days before filling the vacancy unless the position is filled by transfer from the present staff, in which case the position will be posted five days prior to being filled.

C. A three person teacher-selection committee composed of two teachers licensed similar to the vacant position and from the school site of the vacant position, and a principal or other appropriate supervisor shall participate in screening all applicants for the vacant teaching position and will interview those finalists selected by the committee. One of the two teachers on the committee will be selected by the Exclusive Representative and one will be selected by a member of the Administration.

D. In buildings or departments in which there are not enough teachers with the required license, the Exclusive Representative and the building principal will jointly select the committee.

E. Teachers will be given preference in order of seniority in the selection process as follows:

Highest Priority – All tenured staff will be interviewed for positions they apply for if they are properly licensed.

Second Priority – Non tenured staff will be interviewed if the committee determines to do so.

Lowest Priority – Teachers applying from outside the District may be interviewed.

F. The teacher-selection committee shall recommend the names of no more than three candidates suitable to fill a vacancy. Said recommended candidates may be prioritized by the committee in order of preference. The administrator shall recommend one name from this list to the administration.

G. In the event that the position is filled by other than the most senior qualified applicant at the highest priority level (See E. above), all tenured applicants with more seniority or at a higher priority level than the teacher selected to fill the position shall, upon request, be furnished in writing by the committee the reasons for not being selected.

Subd. 3. Involuntary Transfers:

A. Reductions in staff from a given building shall be done by voluntary transfer if anyone applies.

B. If no teacher applies, the vacancy shall be filled by the least senior teacher acceptable to the Superintendent or a designee.

C. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or a designee, at which time the teacher shall be informed in writing of the reasons for the transfer.

D. At the time of employment, the District shall explain the terms of involuntary transfer to the teacher.

E. Generally, involuntary transfers will be made by June 1. If involuntary transfers must be made after June 1, the teacher shall be compensated for six hours at the rate paid for summer-school teaching.

F. Voluntary transfers will not be restricted because of the terms of this subdivision.

G. Except for changes in a teacher's home base, the provisions of this subdivision do not apply to itinerant teachers with multiple assignments.

H. No tenured teacher will be involuntarily transferred to a school site more than 20 miles from their school site when a substitute teacher is employed to replace them at their former school site.

I. Teachers who are involuntarily transferred into an area that requires the use of a different license than they have used within the past three years will have the opportunity to request support from a mentor. The involuntarily transferred teacher and the mentor may submit a claim for work done outside of the normal work year and / or work day. The pay rate will be as described in Appendix B Part 1 Section 1 Extra Duty Assignments. The involuntarily transferred teacher may submit a claim for actual hours worked up to, but not exceeding 20 hours. The mentor may submit a claim for actual hours worked up to, but not exceeding 10 hours.

J. Only teaching licenses *on record* prior to March 1 of a given year, will be considered in determining realignment of staff for the following year. Licenses will be considered on record based on the print date of the license listed on the MDE licensing web site. Licenses on record on or after March 1 will be considered for open posted jobs.

Subd. 4. Vacancies Filled by Newly Hired Teachers:

A. A three person teacher-selection committee composed of two teachers licensed similar to the vacant position and from the school site of the vacant position, and a principal or other appropriate supervisor shall participate in screening all applicants for the vacant teaching position and will interview those finalists selected by the committee. One of the two teachers on the committee will be selected by the Exclusive Representative and one will be selected by a member of the Administration.

B. In buildings or departments in which there are not enough teachers with the required license, the Exclusive Representative and the administration will jointly select the committee.

C. The teacher-selection committee shall recommend to the administrator the names of no more than three candidates suitable to fill a vacancy. The administrator shall recommend one name from this list to the administration.

D. Members of the teacher-selection committee shall serve as the members of the Instructional Effectiveness Team (IET) for the probationary period of non-tenured teachers hired under this section according to the provisions of Section 12, Evaluation of Non-Tenured Teachers.

SECTION 8. Establishment of Seniority List:

Subd. 1. Seniority Definition: "Seniority" means the number of years of continuous service prorated at the percentage of full time commencing with the first day of service to the District through June 30, 1995. "Seniority" for continuous service after June 30, 1995, shall be earned at one year of seniority for one year of service regardless of percentage of full time. Probationary teachers are excluded.

Subd. 2. Seniority List:

A. By November 15 of each school year the District shall cause a seniority list to be prepared from its records. Teachers will be listed by name in order of seniority. Ties in seniority will be broken as follows:

1. That teacher having the greater number of credits beyond a B.S. degree shall be senior. For purposes of this clause, the M.A. degree shall be equivalent to B.A. 60.
2. If still unbroken, that teacher having their earlier initial date of continuous employment shall be senior.
3. If still unbroken, that teacher having the lower license file folder number shall be senior.
4. The District will also prepare a similar list of non-tenured teachers which provides the same information.

B. Continuous service shall not be deemed broken because of any leave allowed in the contract.

C. In determining seniority, a teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by action of the District and the teacher without interruption of regular service, shall retain the original seniority date.

Subd. 3. Any teacher whose name appears on such list and who may disagree with the said listing (Subd. 2) shall have ten (10) working days from date of posting of said list to protest the order of seniority or to challenge any other information, to provide written documentation as proof, and to request changes by the District.

Subd. 4. Final Posting of the Seniority List and Non-Tenured Teacher List: Corrected copies shall be posted in all buildings no later than the first day of the second semester. The seniority list shall continue in full force and effect until the first day of the second semester of the following year.

SECTION 9. Unrequested Leave of Absence:

Subd. 1. Purpose: The purpose of this clause is to implement the provisions of M.S.122A.40, Subd. 10, and shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Subd. 2. Definitions:

A. For purposes of this clause, the terms defined shall have the meanings respectively ascribed to them.

B. "Qualified" shall mean a teacher in the bargaining unit who presently holds a valid state license.

C. "Seniority" means:

(1) The number of years of continuous service with the District prorated at the percentage of full time commencing with the first day of service to the District through June 30, 1995. "Seniority" for continuous service after June 30, 1995, shall be earned at one year of seniority for one year of service regardless of percentage of full time.

(2) Continuous service shall not be deemed broken because of any leave allowed in this contract.

(3) In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by action of the District and the teacher, without interruption of regular service, shall retain the original seniority date.

Subd. 3. Procedure for Unrequested Leave of Absence:

A. The District may place a teacher on unrequested leave of absence for a period of five calendar years from the time such leave commenced, without pay or fringe benefits. Such leave shall commence at the close of the school year or at such earlier time as mutually agreed between the teacher and the District.

B. The notice of intent to place a teacher on such leave shall be given by April 15.

C. Order of Unrequested Leave of Absence:

(1) No teacher who has acquired continuing contract rights shall be placed on unrequested leave while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is qualified.

(2) Both full-time and part-time teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed in inverse order of seniority.

(3) No teacher shall be placed on unrequested leave of absence while less senior teachers are retained in positions for which the more senior teacher is qualified, as cited in Section 9, Subd. 2, B.

(4) In cases of equal seniority, that teacher with the fewest credits beyond the B.S. which are applicable to the salary schedule shall be placed on unrequested leave first, followed by those with more credits in order of number of credits.

(5) Any tie that is not resolved according to the provision in (4) shall be resolved by considering the following in this order: (a) initial date of continuous employment, (b) license file folder number with lower number being senior.

(6) The provisions herein shall not place the District in violation of affirmative action programs as required by law.

D. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation, and such leave will not result in a loss of credit for years of service in the District.

Subd. 4. Reinstatement:

A. No new teacher shall be employed by the District while any qualified teacher is on unrequested leave of absence in the same field and subject matter. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave or any other available position in the District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

B. When placed on unrequested leave, a teacher shall file by April 1 of each year with the District personnel office an address to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the District depositing such notice to the teacher at the last known address shall be sufficient, and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the District if any notice has been mailed as provided herein.

C. If a position becomes available for a qualified teacher on unrequested leave, the District shall mail (certified) the notice to such teacher who shall have 30 days from the date of such notice to accept re-employment. Failure to reply in writing within such 30 day period shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

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

SECTION 10. Right to Accompaniment in Conference: When required to confer with an administrator or supervisor regarding terms and conditions of employment, a teacher shall have the right to be accompanied by a designee of the Exclusive Representative.

SECTION 11. Eligibility for Benefits:

Subd. 1. Eligibility for fringe benefits and leaves is explained in the appropriate articles and sections.

Subd. 2. Substitute teachers are ineligible for District fringe benefits or leaves.

SECTION 12. Evaluation of Non-tenured Teachers

Subd. 1. Purpose: The purpose of this Article shall be to set forth procedures for the evaluation of non-tenured licensed staff pursuant to M.S. 122A.40. The parties agree that the primary purpose of any evaluation shall be to improve instructional effectiveness.

Subd. 2. Instructional Effectiveness Team (IET)

A. The IET shall be composed of the building principal and the two teachers who served on the teacher-selection committee for the newly-hired teacher.

B. Prior to or during the fall workshop the IET shall meet to develop a process for the observation of the non-tenured teacher according to the provisions of this Article. Extra duty time shall be allowed as necessary.

C. The IET shall select one of the two teachers, or if more appropriate, another teacher, as a mentor for the non-tenured teacher who shall:

- (1) serve as a counselor and resource person for the non-tenured teacher.
- (2) make formal, written observations at least once during each of the teacher's probationary years if a member of the IET. This provision shall in no way limit the number of required observations made by principals.
- (3) make unannounced, informal observations of the non-tenured teacher.

(4) supervise the IET correctional plan, if any, and report to the IET.

Subd. 3. Evaluation:

A. Non-tenured teachers shall be observed and have a written evaluation of such observations at least three times in each of their first three years of teaching pursuant to M.S. 122A.40, Subd. 5. and the provisions of this Article.

B. Each member of the IET shall observe and make a minimum of one written evaluation each year during the teacher's probationary period. At least one observation by a member of the IET shall occur prior to the end of the first quarter of the school year.

C. Teachers shall have a minimum one-day advance notice from the evaluator and pre-observation conference shall occur at least one day before any formal classroom visitation requiring a written evaluation shall take place. Informal classroom visitations shall be made by the building principal and the mentor and will not require advance notice.

D. Each written evaluation shall be signed by the observer and the non-tenured teacher. Copies will be given to the mentor, the principal, and the nontenured teacher prior to the post-evaluation conference.

E. The non-tenured teacher and/or the mentor may respond in writing to any comments made on the observation form.

F. Signed copies of the written evaluation and any responses in writing will become a part of the non-tenured teacher's official file.

Subd. 4. Post-evaluation conference:

A. Following the formal classroom visitations, the observer, the non-tenured teacher, and the mentor teacher shall have a conference within five school days.

B. Following any discussion of alleged deficiencies, a written plan for the correction of such deficiencies shall be developed by the non-tenured teacher and the IET. This plan shall become a part of the non-tenured teacher's official file.

(1) The non-tenured teacher shall be allowed a reasonable period of time, established by the IET, to correct such deficiencies.

(2) If a non-tenured teacher does not wish to participate in this option, the District may pursue whatever course of action it deems necessary within the parameters of the law.

C. The non-tenured teacher may be accompanied in the post-evaluation conference by a member of the IET or a designee of the Exclusive Representative who is acceptable to the non-tenured teacher.

Subd. 5. Observation Form

A. The form of observation shall be developed by the Administration and the Exclusive Representative. Groups with special needs, such as L.D., nurses, counselors, etc., shall develop a suitable form of observation in cooperation with Administration and the Exclusive Representative.

B. All evaluations shall be done in accordance with the appropriate format.

Subd. 6. Withholding of Tenure Status:

A. If after a reasonable period of time, as established by the IET, the non-tenured teacher does not make the improvements that bring instructional practice to an acceptable level, the District may, upon recommendation of the IET, proceed without benefit of records or prejudice with whatever course of action it deems necessary within the parameters of the law.

B. The non-tenured teacher shall be advised of the District's decision in a conference during which the non-tenured teacher shall be accompanied by a designee of the Exclusive Representative.

Subd. 7. Mentor

A. Teachers who previously earned tenure in a Minnesota school district shall have a mentor selected by the IET and shall be observed according to the provisions of this Article for the first year of teaching in this District.

B. Teachers in the District who have earned tenure and who transfer to another grade level, subject, or building shall have a mentor for the first year of the new assignment upon request of the teacher or principal. The mentor will serve as a resource person to the transferred teacher and will not make observations unless requested by the transferred teacher.

Subd. 8. Teacher members of the IET shall be relieved of duties for the time necessary to perform the responsibilities listed in this Article.

Subd. 9. Non-tenured teachers shall be relieved of duties for the time necessary to observe in the classrooms of other teachers six times per year or as the IET directs.

Subd. 10. Staff Development for this Article:

A. An inservice training session for teachers and principals who are members of the IET shall be held prior to or during the first month of the school year. The inservice will be designed by the District and Exclusive Representative.

B. All new teachers shall attend an orientation workshop prior to the beginning of school. This workshop shall be provided by the District and/or the Exclusive Representative.

SECTION 13. Professional Development.

Subd. 1. The purpose of this section shall be to implement Staff Development.

Subd. 2. Staff Development Committee:

A. A staff development committee shall be established to plan and/or coordinate all District-funded teacher inservice.

1. The committee shall be composed of a majority of teachers representing various grade and department areas.

2. Staff vacancies on the committee shall be filled by an election in the building or area to be represented.

3. The current chair and vice-chair will serve as the nominating committee for future chairpersons who will be approved by the committee.

B. The responsibilities of the committee shall be:

1. To plan the fall inservice workshop

2. To plan inservice, if any, for workshop days at the end of academic quarters within the limitations set forth in Article X, Section 5, including Subd. 1 and Subd. 2

3. To request staff input in the pre-planning stage to determine areas of interest and need

4. To oversee building or department staff development committees in developing goals, planning inservices, and preparing a budget

5. To prepare a District staff development plan and budget to be submitted to the Board

SECTION 14. Extra-District Agreements: The parties agree that the primary provider of educational services is Independent School District 318, and any cooperative venture agreements between District 318 and other school districts, consortiums of districts, or other agencies shall be subservient to this Teachers Master Agreement and individual contracts generated by M.S. 122A.40.

The parties agree that prior to entering into any such cooperative venture, the intention must be brought to the Exclusive Representative for meet and confer discussions. Any area of that discussion which impacts on job security and/or the working conditions of the existing staff shall be referred to the negotiation committee of the Exclusive Representative with the possibility of entering into addendum agreements to the Master Agreement.

SECTION 15. Maintenance of teaching license:

Subd. 1. Beginning with the 1999-00 school year, teachers must retain license(s) in the area in which they are currently teaching. Relinquishing a license(s) in an area in which the teacher is currently teaching will be considered a violation of contract and will result in a reduction of contract equivalent to the amount of contract relating to the relinquished license(s).

**Article VI
Basic Rates of Pay**

The parties agree that the wages and salaries to be effected by this agreement are accurately presented in the Schedules in Appendix A.

**Article VII
Extra Compensation**

SECTION 1. Extra Curricular Salaries and Extra Duty Assignments: The parties agree that the Extra Duty Assignments and Extracurricular salaries to be effected by this Agreement are accurately presented in the Schedule, Appendix B, which includes summer school (teaching, related summer school non-teaching, curriculum work, etc.), adult education, homebound instruction, department heads, drivers education, special events (ticket taking, etc.) and extracurricular salaries.

SECTION 2. Mileage Reimbursement: All teachers required to teach in more than one building and on official school business who use privately owned vehicles, shall be reimbursed at the current District No. 318 mileage rate. Such payments require prior approval.

**Article VIII
Group Insurance**

SECTION 1. Health and Hospitalization Insurance Contributions:

A. District contributions for teachers' medical insurance shall be as follows: The District shall contribute 100% of the premium cost for each single coverage subscriber and 90% of the premium cost for each family coverage subscriber, except that at no time shall the District be responsible for contributions toward the cost of any such premium for family coverage in an amount exceeding 100% of the cost of such premium during the immediately preceding year. Premium costs beyond the contribution of the District shall be borne by the subscriber.

B. Teachers employed less than seven-tenths (7/10) time may receive district contributions toward medical insurance in a percentage of full-time district contributions consistent with their percentage of full-time employment.

SECTION 2. Health and Hospitalization Insurance:

Subd. 1. *Single Coverage:*

A. The District shall contribute as indicated in section 1, toward the premium for individual coverage for all teachers employed seven-tenths (7/10) or more by the District who qualify for and are enrolled in the School District Group Health and Hospitalization Plan as indicated in section 1. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Employees whose contract salaries are divided into twenty equal payments shall have the subscriber share of the premium deducted from payroll in ten equal monthly installments, and those whose salaries are divided in twenty-four payments shall have the subscriber share of the premium deducted in twelve equal monthly installments.

B. Teachers employed under District 318 contract at .5 (5/10) or more during the 98/99 School year and continually employed (defined as actively teaching, on Board approved leave, or Unrequested Leave of Absence) under contract since the 98/99 school year will continue to qualify for the District Contribution as indicated in section 1, Part A.

C. Teachers employed less than seven-tenths (7/10) will be eligible for prorated health contributions from the District as indicated in section 1, Part B.

Subd. 2. *Family Coverage:*

A. The District shall contribute as indicated in section 1, toward the premium for family coverage for all teachers employed seven-tenths (7/10) or more by the District who qualify for and are enrolled in the School District Group Health and Hospitalization Plan and who qualify for family coverage as indicated in section 1. "Family" is defined as stated by the health and hospitalization plan currently in force. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Employees whose contract salaries are divided into twenty equal payments shall have the subscriber share of the premium deducted from payroll in ten equal monthly installments, and those whose salaries are divided in twenty-four payments shall have the subscriber share of the premium deducted in twelve equal monthly installments.

B. Teachers employed under District 318 contract at .5 (5/10) or more during the 98/99 School year and continually employed (defined as actively teaching, on Board approved leave, or Unrequested Leave of Absence) under contract since the 98/99 school year will continue to qualify for the District Contribution as indicated in section 1 Part A.

C. Teachers employed less than seven-tenths (7/10) will be eligible for prorated health contributions from the District as indicated in section 1 Part B.

Subd. 3. *New Teachers:* New teachers must make individual application for such insurance within 30 days of their employment by the District in order to qualify for membership with no health questionnaire necessary. If application is made after the 30 day period, a health questionnaire will be required for the teacher and all dependents. Any changes from one coverage to another must be applied for by the individual.

Subd. 4. A new teacher subscribing to the School District Medical Insurance may elect to be covered from the first day of employment. The new subscriber may elect to commence coverage on the first day of the second month of employment. Should the new subscriber elect to be covered from the first day of employment, the deduction for the entire first month premium shall be made from the teacher's first monthly check, together with the deduction for the teacher's contribution for the subsequent month. The deduction shall continue through the last month of employment, and coverage shall be extended for a period of one month following the last monthly contribution by the teacher.

Subd. 5. *Contribution:* Health and Hospital Insurance Contribution does not become part of contract salary and only that portion of the premium which the teacher pays can be applied for deduction on the teacher's income tax.

Subd. 6. Retired Teachers:

Group II – Teachers hired for the 2007-2008 school year and in the future.

A.

Beginning July 1, 2007 the district will not provide post retirement health care benefits to any teacher hired for the 2007-2008 school year and beyond.

Retirees in this group (Group II) will be allowed to continue in the district health insurance by bearing the entire cost of the appropriate premium if covered by District group medical insurance at the time of retirement.

B.

District Contributions will be made to a Health Care Savings Plan for Group II teachers in the following manner:

Upon completion of 5 years of service as a teacher in ISD #318 - the district will contribute \$1,000.00 annually (pro-rated to 1.0 FTE) to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) account for the teacher. This contribution will be prorated each year based on 1.0 FTE. This contribution will continue annually for the duration of active employment as a teacher in ISD #318.

Group I- Teachers hired prior to the 2007-2008 school year

A. Beginning September 1, 1994, District contributions for retirees' medical insurance shall be as follows: the District shall contribute 100% of the premium cost for each single coverage subscriber and 90% of the premium cost for each family coverage subscriber, except that at no time shall the District be responsible for contributions toward the cost of such family coverage premiums in an amount exceeding 100% of the cost of such premium during the immediately preceding year. Premium costs beyond the contribution of the District shall be borne by the subscriber. Changes negotiated in active employees' medical coverage shall also apply to retirees' coverage, except that no reduction in coverage shall apply to coverage of employees who have already retired.

B. For purpose of this subdivision "Retiree" shall mean a teacher who has severed employment with District 318 by submitting a retirement letter to the Board, filed a retirement letter with TRA, qualifies to receive an annuity from TRA, and who has either opted to receive the annuity or has deferred the annuity to a later date.

C. Retired teachers will receive prorata contributions according to Article VIII, Subdivision 1, Parts A, B, and C and Article VIII, Subdivision 2, Parts A, B, and C.

In order to participate in this program, retirees must meet the following criteria:

(1) Teachers first contracted prior to the 2004/05 school year must have served the District for at least 10 years (need not be consecutive years), in active service as a contracted member of the teacher's bargaining unit, prior to retirement. Teachers first contracted during the 2004/05 school year or after must have served the District in active service delivered as a contracted member of the teacher's bargaining unit, prior to retirement for either:

a) at least 15 years, 7/10 or more (need not be consecutive)

or

b) the equivalent of 15 full time years if some of the years were less than 7/10 (need not be consecutive)

(2) The teacher must have retired after July 1, 1965.

(3) The retiree must be a member of the Health and Hospitalization Insurance Plan immediately preceding retirement.

(4) Contributions by the District from eligible retirees under age 55 will begin at age 55, except for retirement due to medical reasons.

(5) Retirees must maintain continuous membership in the Health and Hospitalization Insurance Plan to receive a contribution by the District.

(6) These criteria are not withstanding subdivision 10 of this section.

Subd. 7. Extended Coverage: Employees whose services have been terminated or who are placed on unrequested leave are entitled to coverage as allowed by law.

Subd. 8. Teachers working less-than-half time are encouraged to and shall have the right to join the group and bear the cost of the premium.

Subd. 9. Surviving Spouse Allowed to Remain in Medical Insurance Group: After the death of an active or retired member, the surviving spouse, if covered by District group medical insurance at the time of the member's death, may remain in the group by bearing the entire cost of the appropriate premium.

Subd. 10. If a teacher is determined ineligible for District Group Medical Insurance and is not covered under spouse's insurance, an amount not to exceed the current applicable District contribution will be paid directly to that teacher's medical insurance carrier on a monthly basis.

Subd. 11. Continuation of medical insurance for teachers ceasing service with the District is governed by COBRA.

SECTION 3. Income Protection Insurance: An Income Protection plan is available to all full time teachers. The District will pay the total premium. Income protection insurance terminates upon cessation of employment with the District.

SECTION 4. Life Insurance: The district will provide a \$50,000 life insurance plan to all full-time teachers. Additional insurance may be purchased by the teacher. Life Insurance terminates upon cessation of employment with the District. Under Minnesota Statute employees shall have the right to continuation of conversion and their life insurance at their own expense.

SECTION 5. Vehicle Insurance: The District will provide liability coverage for District teachers transporting students for school-related activities. The District has no responsibility to pay liability insurance premiums on privately-owned automobiles.

SECTION 6. Physical Examinations: The District will pay for required physical examinations for teachers driving school vehicles where special licenses are mandated.

SECTION 7. District No. 318 Teachers' Medical and Dental Reimbursement Plan: The District's yearly contribution to the District No. 318 Teachers' Medical and Dental Reimbursement Plan shall be as follows:

2011-2013\$500.00 per teacher

Amounts shall be proportionate for those teachers employed less-than-full time.

SECTION 8. Flex Benefit Plan: ~~Beginning with the 1992-93 school year~~ The District will sponsor a pre-tax Flex Benefit Plan consistent with rules and regulations as authorized by Congress and regulated by the IRS.

Subd. 1. Set-Aside: Prior to July 1 of each year a teacher may specify to the District Business Office a pre-tax amount to be deducted from payroll for the purpose of paying certain eligible expenses. Such deductions shall be withheld from the teacher's earnings in equal semi-monthly installments. Any changes allowed during the plan year due to a major change in family or employment status must be made within 30 days and in accordance with law.

Subd. 2. Flex Benefit Plan Fund: The District shall deposit such withheld funds in an account maintained for that purpose. Any interest earned in this account shall accrue to the District.

Subd. 3. Eligible Expenses: Flexible Benefit funds may be used by the teacher to pay two types of expenses, as follows:

- A. Dependent/Child Care expenses
- B. Miscellaneous Medical/Health related expenses

Subd. 4. Medical Insurance Premiums: Teacher contributions toward group health insurance premiums will be included in the Flexible Benefit Plan automatically. Said contributions will be deducted monthly and deposited directly into the established District Health Insurance account unless specifically waived by the teacher.

Subd. 5. Unused Funds: Any funds not used by the employee within the year shall revert to the District.

Subd. 6. Cost of Administration: Administrative costs of the program shall be borne by the District.

Subd. 7. The Flexible Benefit Plan year runs from July 1 through June 30.

Article IX Leaves of Absence

SECTION 1. Except as otherwise stated in Section 9, Sabbatical Leave and Section 11, Political Leave, any teacher on leave who has taught 120 days or more during any one school year will earn one year's advancement on the salary schedule.

Subd 1. Teachers employed less-than-full time will be granted a proportionate amount of leave under the terms of this section. Those teachers who work full days for a portion of the year may elect to take leave either as the correct portion of a workday each year or as a full day after a full day's leave has been earned.

SECTION 2. Sick Leave:

Subd. 1. Sick leave covers all teachers under contract.

Subd. 2. Sick leave with pay is allowed for teacher's personal illness or illness of the teacher's immediate family, defined as spouse, child, parent, and sibling.

Subd. 3. Sick leave is determined as follows: Staff members on the standard teaching year are allowed 10 days per year. Staff members on 11-month contracts are allowed 11 days per year. Staff members on 12-month contracts are allowed 12 days per year. Teachers working less-than-full time shall accumulate sick leave in proportion to actual time worked. If a teacher working full time begins work at less-than-full time, sick leave time accumulated at full time shall be weighted as full time days earned. A teacher who earns sick leave days at less-than-full time and assumes a full-time position shall receive proportionate credit for the days previously earned.

Subd. 4. Sick leave shall accumulate without limitation. Sick leave available for the entire year shall be available on the effective date of the contract. Sick leave which has not been earned over the contractual period will be deducted from the teacher's next pay period.

Subd. 5. Sick leave acquired during the school year may be used during summer employment but additional sick leave days are not gained by teaching summer school.

Subd. 6. Sick leave cannot be taken in lieu of any other leave.

Subd. 7. In cases in which a teacher has excessive absenteeism, the District, at its expense, can demand an examination by a physician of its choice.

Subd. 8. Notification of accumulated sick leave days will be provided regularly to each teacher.

Subd. 9. A teacher who is unable to teach because of illness or disability shall be granted a leave of absence without pay for one year renewable annually for four years. During this period, the teacher will retain seniority rights and salary schedule placement, and may participate in fringe benefits by bearing the total cost of premiums. An attempt will be made to place the teacher returning from such a leave in the same or similar position as determined by the Superintendent's Office.

SECTION 3. Emergency Leave:

Subd. 1. Teachers may be granted one day of leave per school year without salary deduction for unusual or emergency circumstances. Valid reasons for emergency leave shall be left to the discretion of the Superintendent's Office.

SECTION 4. Other Leave:

Subd. 1. When a teacher is granted a leave for any reason other than those enumerated in this Article and a pay deduction is made for said leave, the annual salary divided by the number of teacher duty day's shall be deducted for each day's absence.

Subd. 2. Generally, requests for such a leave must be made in advance on approval forms provided by the Superintendent's Office one week prior to the date of absence.

Subd. 3. A teacher taking a leave without permission shall be considered to have violated this Agreement.

SECTION 5. Funeral Leave:

Subd. 1. Leave is allowed for funerals of a teacher's relatives as follows: Spouse, child, spouse's child, sibling, parents, grandparents, spouse's parents, spouse's sibling, and grandchildren.

Subd. 2. The amount of funeral leave is determined by the Superintendent or designee according to each individual case depending upon distance and related factors.

Subd. 3. Effective July 1, 2011 requests for funeral leave for other than those mentioned above will be deducted from the teacher's sick leave balance.

SECTION 6. Court Duty Leave: A teacher elected for jury duty or a teacher appearing in court under subpoena will be paid an amount which, together with salary received for jury duty or witness fees, will be equal to said teacher's regular wage in accordance with State law. The teacher, when a defendant or plaintiff, shall be granted a day of emergency leave, if unused, without loss of pay. At the Superintendent's discretion, additional time off may be granted without a loss of pay for necessary court appearances. If the teacher's absence is caused by litigation between the teacher and the District and/or administrators, the requested time off and the salary deduction for the absence will be handled as described in Section 4, Subd. 1. of this Article.

SECTION 7. Business Leave:

Subd. 1. School business leave is a teacher's approved absence from teaching duties because of official school business.

Subd. 2. Generally, requests to be absent from work must be made in advance on approval forms provided by the Superintendent's Office one week prior to date of absence.

Subd. 3. The District shall reimburse the necessary traveling expenses according to the adopted schedule, and no deductions of salary shall be made for time absent from duty.

SECTION 8. Professional Organization Leave:

Subd. 1. Professional organizations are those that are voluntary as to membership, such as Education Minnesota, and other teachers' organizations.

Subd. 2. The Exclusive Representative Unit shall be allowed up to 20 paid absence days annually for leadership to attend Education Minnesota Organization events. Absence requests will be submitted for approval to the Superintendent or designee no later than 2 days prior to the absence.

Subd. 3. Generally, requests to attend professional organization meetings must be made in advance on approval forms provided by the Superintendent's Office one week prior to date of meeting.

Subd. 4. The teacher is responsible for all expenses involved for such meetings, but no salary deduction will be made for the time that the teacher was absent.

Subd. 5. Not more than two teachers are allowed to be absent from school duties to represent such local teachers' organizations at any state or regional meeting.

Subd. 6. Teachers holding national or state office positions are excluded from and not counted in the allowable representations for state or regional meetings. Qualified office positions are President, Vice-President, Secretary, Treasurer, Members of Executive Board, or other such Board of Directors.

SECTION 9. Sabbatical Leave:

Subd. 1. One year's sabbatical may be granted by the District to professional staff members for the purpose of approved study.

Subd. 2. To be eligible for sabbatical leave, an individual must have taught seven full years in the District and be less than sixty years of age.

Subd. 3. An individual may be granted no more than one year's sabbatical leave while employed with the District.

Subd. 4. Applications for sabbatical leave must be submitted to the Superintendent's Office by March 31, for leaves beginning the following fall. Applicants will be notified by the Superintendent's Office regarding the granting or rejection of leaves by April 30.

Subd. 5. The allowance granted to a teacher on sabbatical leave shall be based on one-half the contract salary of the individual for the school terms during which the leave occurs. It also includes one-half of all applicable fringe benefits. For periods of less than one year, allowance shall be pro-rated. Salary payments will be received at regular pay periods.

Subd. 6. No more than 1 percent, to the nearest whole number, of the professional staff may be on sabbatical leave in any school year. If the number of requests exceeds the limitations, priority shall be given on the basis of the following criteria and in the following order: 1) working on advanced degree (Evidence must be furnished substantiating the fact that a program of study has been planned leading toward an advanced degree and the candidate has been or will be accepted to the graduate school), 2) length of service in the district, 3) availability of a replacement.

Subd. 7. A teacher who is granted a sabbatical leave must agree to return to the District for a period of time that is equal to twice the length of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach or by mutual agreement with the district before the expiration of the period of time that is equal to twice the length of the leave, said teacher shall repay to the District a prorata part of the sabbatical allowance not yet paid back by way of service rendered.

Subd. 8. A year of sabbatical leave shall be counted as a year of experience on the salary schedule.

Subd. 9. A teacher on leave may augment sabbatical salary with aids, fellowships, scholarships, or other stipends up to an amount that will not exceed the full amount of basic salary. Amounts which exceed basic salary, excluding reserve service pay, will be deducted from salary for the year following the sabbatical. A statement of such earnings for the sabbatical year will be required.

Subd. 10. Full-time employment during the sabbatical voids the conditions of the sabbatical and all money received becomes immediately repayable to the District.

Subd. 11. Part-time employment during the sabbatical must receive prior approval by the Superintendent.

Subd. 12. Upon satisfactory completion of a sabbatical leave, the teacher will be assigned to a position commensurate with one occupied prior to the leave.

Section 10. Leave of Absence:

Subd. 1. The granting of a leave of absence is based upon the nature of each individual request. Generally, request for leaves of absence must be submitted to the Superintendent's Office prior to March 31. Granting of leaves of absence may depend upon the purpose of the leave and the ability to fill the position vacated. When a teacher is granted a leave for any reasons other than those enumerated elsewhere in the Article, the teacher's salary shall be deducted on a per diem basis for the time absent. Per diem will be based on the length of the school term; that is, the actual number of days that teachers are required to be on duty.

Subd. 2. A teacher on a Section 10 Leave of Absence must notify the Superintendent's Office, in writing, prior to March 1. The notification must clearly indicate their intent regarding returning to work or not, at the end of their leave.

Subd. 3. To gain a year of experience on the salary schedule, a teacher must have prior approval from the Superintendent's Office. The leave must be for approved study or work in the teacher's field.

Subd. 4. A teacher on a leave of absence shall not be eligible for fringe benefits at District expense during the leave period, but may participate at the teacher's own expense.

Subd. 5. Prior to, during, and upon returning from a leave of absence, the teacher may request and receive information concerning placement in the District. An attempt will be made to place the teacher in the same or a similar position as determined by the Superintendent's Office.

Subd. 6. A teacher, upon returning from a leave of absence, will be notified of official assignment by August 15. After that date, reasons for any assignment changes will be stated in writing.

SECTION 11. Political Leave:

Subd. 1. Any political leave shall be without salary or fringe benefits or costs to the District except that a teacher on political leave may participate in fringe benefits by bearing the full cost of premiums for one term of office.

Subd. 2. The leave may be granted to any teacher upon the application for the purpose of campaigning for, or serving, a public office. Political leave, if granted to an elected official, shall be for the full term of office.

Subd. 3. Teachers successfully elected to a position who have been employed one-third (1/3) of the school year prior to assuming office, shall be allowed one year's experience on the salary schedule.

SECTION 12. Military Leave: In compliance with State Law, a copy of the military orders shall be submitted to the District Office.

SECTION 13. Child Care Leave:

Subd. 1. A child care leave may be granted by the District subject to provisions of this section. Child care leave without salary or fringe benefits may be granted because of the need to prepare for and provide parental care for a child or children of the teacher for an extended period of time, providing such parent is caring for the child on a full-time basis.

Subd. 2. A teacher making application for child care leave shall inform the Superintendent in writing of the intention to take the leave at least one calendar month before commencement of the intended leave. The teacher and the Superintendent will discuss the several possible dates for the beginning of the child care leave to consider and select the date which best serves the needs of the teacher and the District. If the request for child care leave is due to pregnancy, the teacher will also provide a statement from her physician indicating the estimated date of confinement.

Subd. 3. When the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of this Agreement during a period of disability. However, a teacher shall not be eligible for sick leave during the period of time covered by a child care leave. (This may be altered in case of complications through a conference between the physician, teacher and administration.) If requested by the pregnant teacher, the beginning of the child care leave may be scheduled after the medical disability associated with the birth.

Subd. 4. The District may adjust the proposed ending date of a child care leave to coincide with some natural break in the school year.

Subd. 5. The District shall not be required to permit the teacher to return to employment prior to the agreed upon return date unless mutually agreed to by the District and the teacher, and shall not, in any event, be required to grant any leave more than 12 months duration.

Subd. 6. A teacher returning from child care leave shall be placed in a position commensurate with the position occupied prior to the leave, unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the teacher mutually agree to an extension of the leave.

Subd. 8. The parties agree that the applicable period of probation for teachers as set forth in Minnesota Statutes is intended to be a period of actual service enabling the District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, the periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A teacher who returns from child care leave within the provisions of this section shall retain all previous credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave.

Subd. 10. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate in accordance with Article VIII, Subd. 6., if the teacher does not return to the District pursuant to this section.

SECTION 14. Religious Leave: Any teacher who observes a religious holiday on a day which does not fall on a Saturday, Sunday or legal holiday, shall be entitled to a day off from employment for such observance with prior approval from the Superintendent's Office. The day off shall be taken without pay unless the teacher has unused emergency leave, and in that case, that day shall be charged against emergency leave. The procedure found in Article IX, Section 3, will be used to apply for religious leave.

SECTION 15. Statutory Leaves:

Subd. 1. Extended leaves of absence: M.S. 122A.46 provides for leaves of absence of three to five years for full-time teachers who have been employed in their current districts for at least five years and have at least ten years of service in public elementary, secondary, and/or area vocational-technical schools in Minnesota. A teacher may, in accordance with M.S. 354.094 and 354.091 elect to continue employee contributions to the teacher's retirement fund. Employer contributions may be paid by an agreement reached between the employee and the District. The District shall not be obligated to reinstate any teacher who is on an extended leave of absence pursuant to M.S. 122A.46 unless the teacher advises the District of the intention to return by February 1 in the school year preceding the school year in which the teacher wishes to return.

Subd. 2. In accordance with M.S. 354.66 teachers with three (3) or more years of service in the State's elementary or secondary schools may be assigned to part-time teaching. Teachers must state the number of years the leave is requested for and changes to the request is subject to Board approval.

SECTION 16. Personal Leave:

Subd. 1. All teachers in the District shall be eligible for three personal leave days per year which may accumulate to seven days.

Subd. 2. Teachers employed less-than-full time shall be granted a proportionate amount of leave under the terms of this section. Those teachers who work full days for a portion of the year may elect to take leave either as the correct portion of the three days each year or as a full day after a full day's leave has been earned.

Subd. 3. A teacher shall remain eligible for the emergency leave even if that teacher has not used the personal leave days.

Subd. 4. Generally, a request for personal leave must be made using the automated substitute/absence system at least two days, prior to the date of the requested absence. Approval of the request- is contingent on the availability of substitute teachers.

Subd. 5. Within each building, at least one teacher but no more than ten percent of the staff shall be granted leave on any one day. Leaves will be granted according to the order of receipt of applications. Those teachers granted leaves on any day that has an excessive number of applicants will be put into the "rotation system" in future years. Attendance at activities of a direct family nature, such as graduation of a child, wedding of a family member, athletic or academic event when a child is an active participant, etc. will not be included in the 10% maximum.

Subd. 6. All personal and professional leave requests during the last seven (7) teacher days must have prior approval of the principal and may, at the discretion of the principal, be denied. Requests for attendance at activities of a direct family nature, such as graduation of a child, wedding of a family member, athletic or academic event when a child is an active participant, etc. will be approved if submitted at least 5 school days in advance, if possible, and a substitute teacher is available.

Subd. 7. Teachers shall automatically be compensated for any unused personal leave days in excess of four at the short-term substitute rate of pay. Such compensation shall be paid no later than July 31.

Article X Hours of Service

SECTION 1. Duty Day: The teacher's duty day shall be the hours necessary to conduct and/or perform the job assigned to the satisfaction of the school administration and District.

SECTION 2. Duty Hours: Generally, teachers will be in their areas of responsibility between the hours of 8:00 a.m. and 3:30 p.m.

SECTION 3. Variation in Hours: The specific hours at any individual building may vary according to the educational needs of the District so long as the total number of hours does not exceed seven and one-half, except as in Section 4.

Subd. 1 An individual teacher may, at their request, and with the approval of the Building Administrator alter the instructional day (i.e. starting and ending times) for educational reasons.

SECTION 4. Time Beyond the Duty Day:

Subd. 1. Full-time teachers will be required to participate in workshops, inservice sessions, faculty meetings, and parent-teacher clubs which require a reasonable amount of out-of-school time beyond the teacher's duty day. Part-time teachers are encouraged to participate in workshops, inservice sessions, faculty meetings, and parent-teacher clubs which require a reasonable amount of out-of-school time beyond the teacher's duty day.

Subd. 2. Teachers contracted for five-tenths (.5) time or more are required to participate in all parent teacher conferences. Teachers contracted for seven-tenths (.7) time or more are required to participate in all-day training or in-service workshops.

SECTION 5. Quarter-End Workshops: The District shall provide one-day workshops at the end of each quarter to be used for doing work necessary to end one quarter and begin another, except that up to one-half of such workshop may be used for necessary meetings, inservice sessions, or other related activities.

Subd. 1. To the greatest possible extent, no meetings or inservice sessions will be scheduled for elementary teachers after the first hour of the workday on the workshop day at the end of the first quarter of each school year.

Subd. 2. To the greatest possible extent, no meetings or inservice sessions will be scheduled for secondary teachers after the first hour of the workday on the workshop at the end of the first semester of each school year.

SECTION 6. Duty-Free Lunch: Teachers shall be provided with a duty free lunch period scheduled in accordance with the policy at the school in which teachers are working.

SECTION 7. Prep Time: Secondary teachers will have a day consisting of five class periods, one supervisory period, and one prep period, except as provided in Article X, Section 10. Elementary prep time will be equal to the amount of time secondary teachers get daily, in no more than two blocks of time per day during the time that classes are in session. Building principals shall attempt to schedule one period of prep time.

SECTION 8. Flexible Duty Day: The building administrator, assistant superintendent, exclusive representative, and teacher may develop a duty day which will be a variation from that described in Section 7, if agreed to by all parties.

SECTION 9. Prep Time - Itinerant Teachers: Travel time of itinerant teachers will not infringe on their prep time or on the prep time of another teacher. If this occurs the affected teacher(s) will receive a daily payment of \$25 until the situation is corrected and follows contract language. The District will not be held responsible for any payment for days in excess of 10 working days prior to notification by the teacher.

SECTION 10. On Line Learning:

This section applies only to on line learning as provided directly by ISD #318.

Subd. 1. Definition

On Line learning is defined as the teaching of students using the communication of information transmitted or received primarily by electronic means.

On Line learning classes shall be offered for students needing credit recovery, homeschooling, or low incidence (enrollment) offerings or when special circumstances necessitate the need for participation.

Subd. 2. Compensation

Teaching one on line course/class is the equivalent of teaching one class period during the regulation day. One semester course/class will be considered one tenth of a full time teachers contracted year.

Subd. 3. Overload

If an on line course/class is taught as an overload, it shall be compensated at prorata pay. Prorata will be defined as 1/7 (1/14 per semester class). Overload is defined as teaching a 6th class during prep time.

Subd. 4. Equipment

The district shall be responsible for the repair and maintenance of telecommunications classroom equipment. Teachers are not required to maintain telecommunications equipment.

Subd. 5. Grading

District grading and make up policies shall prevail for on line courses/classes.

Article XI

Length of School Year

SECTION 1. Length of School Year: The contract year shall be 180 days including all student days, workshop days, and staff development days. The number of days in the calendar can be changed only by mutual agreement between the District and the Exclusive Representative. Teachers shall perform services on those days, including legal holidays, as presented in the adopted calendar on which the District is authorized to conduct school, and pursuant to such authority, has determined to conduct school.

Subd. 1 An individual teacher may, at their request, and with the approval of the Building Administrator and Exclusive Representative, alter the school calendar, to teach a course in the summer either as an additional class or part of their normal class load as described in Article X Section 7. If a summer class is part of the teacher's normal class load, then the remaining classes, prep, and supervision conducted during the school year will be contiguous.

SECTION 2. Emergency Closings: In the event a student day or a teacher duty day is lost for any emergency, the teacher shall perform duties on that day or other such day in lieu thereof as the District or its designated representative shall determine, if any.

SECTION 3. Calendar: Prior to March 1 of each year, the Superintendent's office shall provide a calendar for the following year.

Subd. 1. The calendar may be altered a reasonable amount for emergencies providing the length of the school year remains the same.

Subd. 2. Holidays on which teachers are required to teach as presented in the Superintendent's calendar for the second year of the contract period shall remain the same as in the first-year calendar unless otherwise agreed between the parties and stated in a signed memorandum of agreement.

SECTION 4. Flexible Schedule: In the event that the District deems it necessary for the delivery of educational program that a teacher work on days other than those specified in the adopted calendar, the District will first attempt to fill the position through mutual agreement with a qualified teacher. If this attempt is not successful, the Exclusive Representative shall meet with the Superintendent or designee to determine how the need can best be satisfied. Based upon this determination, the Exclusive Representative and the District shall develop the necessary waiver(s) to this Master Agreement to allow the District to fill the position. The position shall be posted first internally with the deviation from standard calendar specified in the posting. If no one applies for the position, any teacher whose unrequested leave may be caused by filling the position through hiring from outside the District shall be so notified and given an opportunity to accept the position. If the teacher declines the position, the District may proceed with filling the position from outside even though such action will cause placing a tenured teacher on unrequested leave.

This process shall include only those teachers who are appropriately licensed to fill the position in question. Provisions of the Strand/Westgard decisions will be set aside for this specific purpose.

SECTION 5. Extended Year: Beginning June 1, 2007 teachers who teach in programs which are mandated by state or federal authority to continue beyond the length of the regular contract year shall have the right of first refusal to teach during the extended year portion or the work assignment which is greater than the regular contract year at pro-rata pay. If said teacher(s) decline(s) the position, the District may offer the position to other currently employed, qualified, properly licensed teachers at a pro-rata pay. If declined, then to non-currently employed, qualified, and properly licensed teachers at the current 'extra duty hourly rate'.

SECTION 6. Counselors: Beginning with the summer of 2002, licensed counselors at Grand Rapids High School and Bigfork High School will work, if scheduled, up to fifteen (15) days in the summer and be compensated at pro-rata pay. Building administrators reserve the right to schedule counselors' non-contract (summer) days. Building administrators will meet with counselors prior to May 15 annually to schedule these days. While scheduling is a right reserved by the building administration, they are encouraged to work toward a mutually agreeable schedule. July days will not be scheduled.

SECTION 7. Retirement Recognition: The District will sponsor and finance a retirement event for all retirees.

Article XII Grievance Procedure

SECTION 1. Definitions:

Subd. 1. Grievance: Grievance shall mean an allegation by a teacher or group of teachers in a dispute or disagreement between a teacher or teachers and an administrator or the District as to the application or interpretation of the terms and conditions of employment as found in this Agreement. Said allegation must be filed within 50 days after the incident to be a grievance.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall mean any day that school is in session, including summer school.

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.

Subd. 4. Postmark: The filing or service of any notice or document herein shall be timely if it is sent by certified or registered mail and such mail bears a postmark within the time period.

Subd. 5. Decisions: Failure by the administrator or the District to render a written decision within the time limit automatically moves the grievance to the next step unless the time limits are extended by mutual agreement.

Subd. 6. Time Limits: Failure by the grievant to adhere to the time limits constitutes a forfeiture of the grievance unless the time limits are extended by mutual agreement, prior to that particular deadline.

Subd. 7. Resolution: Except after the initial informal meeting, any resolution of the grievance shall be in writing and signed by a representative of the District and the Exclusive Representative.

Subd. 8. Wages: Employees shall not lose wages due to their necessary participation in grievance hearings held during working hours.

Subd. 9. Exclusive Representative: Exclusive Representative in this procedure shall mean a three-member grievance committee appointed by and/or resource persons retained by the Exclusive Representative of the teachers.

SECTION 2. Procedure:

Subd. 1. By mutual consent, there may be a waiver of steps in the grievance procedure.

Subd. 2. Large Groups: This procedure is to apply when the grievance is district-wide or in more than one school building. Within 15 days of becoming aware of the grievance, the Exclusive Representative shall file the grievance, in writing, with the Superintendent's Office. Thereafter, the procedure will follow the outline below beginning with Step 3 (b).

Subd. 3. Small Groups or Individuals:

Step 1: Within 15 days of becoming aware of the grievance, the grievant(s) shall meet on an informal basis with the concerned principal or immediate supervisor and try to resolve the matter.

Step 2: If the matter is not resolved within 5 days after the meeting the Exclusive Representative shall file the grievance in writing with the concerned principal or immediate supervisor who will, within 5 days, submit a decision in writing to the employee. Copies of this decision will be sent at the same time to the Superintendent's Office and the Exclusive Representative.

Step 3:

(a) Within five days of the receipt of the written decision, the Exclusive Representative may present the grievance in writing to the Superintendent.

(b) Within five days of the receipt of the written decision, the Superintendent or a designee shall meet with the Exclusive Representative and attempt to resolve the grievance.

(c) If the grievance is not resolved within five days of this meeting, the Superintendent's Office will submit a decision in writing to the Exclusive Representative.

Step 4: Within 5 days of the receipt of the written decision from the Superintendent's Office, the Exclusive Representative may submit an unresolved grievance to the School Board chair or clerk.

Step 5: Within 7 days of receipt of the grievance, the School Board or its' designee(s) shall meet with the Exclusive Representative and attempt to resolve the grievance. If the grievance is not resolved, the School Board has 10 days from this meeting to submit a written decision to the Exclusive Representative.

Step 6: Within 7 days of receipt of the School Board's written decision, the Exclusive Representative may submit the grievance to final and binding arbitration.

SECTION 3. Arbitration: The District and the Exclusive Representative shall have ten (10) days to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, they shall request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five names. The parties shall alternately strike names from the list of five arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. The parties shall have no more than ten (10) days after the receipt of the list of five names to select an arbitrator. Each party shall be equally responsible for compensating the arbitrator for fees and necessary expenses.

The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have the power to make appropriate awards of compensatory reimbursement, if any. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

SECTION 4. Compensatory Reimbursement: If the arbitrator in a grievance arbitration determines that the grievant is entitled to compensatory reimbursement due to assignment in excess of a teacher's standard workload, the rate of compensation for the excess shall be the amount stated in Appendix B, Part 1, Section 1 of the Master Agreement.

Article XIII

SEVERANCE AND POST RETIREMENT BENEFITS

SECTION 1. Severance:

Subd. 1. Severance pay shall be granted to all teachers with a minimum of 15 years of active teaching experience within District 318 upon resignation or retirement or death except as in Subd. 2., Option II. "Active teaching experience" shall include any full-paid leave, but shall exclude unpaid leaves or partially-paid leaves of more than two quarters in any school year

Such severance pay shall be payable on the first pay day of the subsequent calendar year unless otherwise approved by the Superintendent of Schools.

I. Severance pay is calculated in the following manner as of June 30 of each school year:

A. First 15 years of District 318 teaching service (15 minimum) \$7,220 and years of teaching service beyond 15 years at \$300 each year

B. Accrued sick leave in excess of 40 days to maximum of 180 days times \$68

II. Conditions:

- A. If a teacher who participates in the severance program is rehired by the District under terms of this contract, all such severance payments shall be returned to the District.
- B. In no event shall severance pay for an employee leaving employment exceed an amount equivalent to one year of pay.
- C. Severance for part-time teachers shall be pro-rated.

Examples:

Years of Experience:	15	20	25	30 (No limit on years of service)
\$7,220 + \$300/yr. after 15 years	7,220	8,720	10,220	11,720
41 to 180 sick days	7,480	9,520	9,520	9,520
Maximum	14,700	18,240	19,740	21,240

Section 2. Teachers Matching Program:

I. Option 1 for those hired prior to July 1, 1985.

- A. At the time of severing employment with the District, teachers who have participated in the Minnesota Deferred Compensation Plan will be paid the severance amount shown in Subdivision 1 of Section 13 less the accumulated amount of the matching contributions.
- B. Teachers who elect to participate in the Minnesota Deferred Compensation Plan will be eligible to begin when the teacher has completed 5 years of service and may continue until such time as the District has contributed an accumulated value of \$24,240 as determined in part B. The District's contribution will follow the schedule below.

<u>Year of Service</u>	<u>District Contributions</u>
6 - 14.....	\$ 400
15 - 19.....	\$ 600
20 - 24.....	\$ 800
25 - 29.....	\$1000
30 plus	\$1250

- C. Beginning with the 04/05 school year, teachers who elect to participate in the Minnesota Deferred Compensation Plan will be eligible to begin when the teacher has completed 3 years of service and may continue until such time as the District has contributed a total of \$24,240. The District's contribution will follow the schedule below.

<u>Year of Service.....</u>	<u>District Contributions</u>
4 - 14.....	\$ 500
15 - 19.....	\$ 700
20 - 24.....	\$ 900
25 - 29.....	\$1100
30 plus	\$1350

II. Option 2 for those hired after July 1, 1985.

- A. Teachers who elect to participate in the Minnesota Deferred Compensation Plan will be eligible to begin when the teacher has completed 5 years of service and may continue until such time as the District has contributed a total of \$17,000. The District's contribution will follow the schedule below.

<u>Year of Service.....</u>	<u>District Contributions</u>
6 - 14.....	\$ 400
15 - 19.....	\$ 600
20 - 24.....	\$ 800
25 - 29.....	\$1000
30 plus	\$1250

B. Beginning with the 04/05 school year, teachers who elect to participate in the Minnesota Deferred Compensation Plan will be eligible to begin when the teacher has completed 3 years of service and may continue until such time as the District has contributed a total of \$24,240. The District's contribution will follow the schedule below.

<u>Year of Service.....</u>	<u>District Contributions</u>
4 - 14.....	\$ 500
15 - 19	\$ 700
20 - 24	\$ 900
25 - 29	\$1100
30 plus	\$1350

III. The District will pay its share of FICA and TRA as provided for by the Minnesota Deferred Compensation Plan.

IV. The Deferred Earnings Plan is subject to the rules of the Minnesota Deferred Compensation Plan under Section 352.96 and 356.24.

Article XIV

Duration

SECTION 1. The agreement shall remain in full force and effect for a period commencing on July 1, 2011, through June 30, 2013, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement after July 1, 2013, it shall give written notice of such intent no later than May 1, 2013. Unless otherwise mutually agreed, the parties shall not commence negotiations before April, 2013.

SECTION 2. This Agreement constitutes the full and complete agreement between the District and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

SECTION 3. It is further agreed that any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed by the Exclusive Representative and the District.

SECTION 4. The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof under different circumstances.

SECTION 5. Violation of the Master Agreement will be dealt with according to the laws of the State of Minnesota.

**School District 318
Itasca County
Grand Rapids, Minnesota**

**2011-2012
Teacher's Salary Schedule**

<u>Quarter Credits</u>	Base	+15	+30	+45	<u>MA Base</u> +60	+15 +75	+30	+45
<u>Semester Credits</u> Steps	Base	+10	+20	+30	<u>MA Base</u> +40	+10 +50	+20	+30
1	\$32,338	\$33,996	\$35,652	\$37,308	\$38,966	\$40,622	\$42,279	\$43,936
2	\$34,820	\$36,476	\$38,133	\$39,790	\$41,446	\$43,103	\$44,760	\$46,417
3	\$37,300	\$38,958	\$40,614	\$42,271	\$43,928	\$45,584	\$47,241	\$48,897
4	\$39,782	\$41,438	\$43,095	\$44,752	\$46,408	\$48,065	\$49,722	\$51,379
5	\$42,262	\$43,919	\$45,576	\$47,233	\$48,889	\$50,546	\$52,203	\$53,859
6	\$44,744	\$46,400	\$48,057	\$49,713	\$51,371	\$53,027	\$54,683	\$56,341
7	\$47,225	\$48,881	\$50,538	\$52,195	\$53,851	\$55,509	\$57,165	\$58,821
8	\$49,705	\$51,363	\$53,019	\$54,675	\$56,333	\$57,989	\$59,646	\$61,303
9	\$52,187	\$53,843	\$55,500	\$57,157	\$58,813	\$60,470	\$62,127	\$63,784
10	\$54,667	\$56,325	\$57,981	\$59,637	\$61,294	\$62,951	\$64,608	\$66,264

Any teacher who has taught in the District for at least 15 years shall receive an annual longevity increment according to the following schedule:

Teacher has completed	15 - 19 years	\$ 836
Teacher has completed	20 - 24 years	\$1,371
Teacher has completed	25 - 29 years	\$1,907
Teacher has completed	30 or more years	\$2,442

Less-than-full-time teachers shall receive the correct proportional amount based upon the percentage of full-time employed during each year for which the longevity increment is received.

**School District 318
Itasca County
Grand Rapids, Minnesota
2012-2013
Teacher's Salary Schedule**

<u>Quarter Credits</u>	<u>Base</u>	<u>+15</u>	<u>+30</u>	<u>+45</u>	<u>MA Base</u>	<u>+15</u>	<u>+30</u>	<u>+45</u>
					+60	+75		
<u>Semester Credits</u>	<u>Base</u>	<u>+10</u>	<u>+20</u>	<u>+30</u>	<u>MA Base</u>	<u>+10</u>	<u>+20</u>	<u>+30</u>
<u>Steps</u>					+40	+50		
1	\$32,662	\$34,336	\$36,009	\$37,681	\$39,355	\$41,028	\$42,701	\$44,375
2	\$35,168	\$36,841	\$38,514	\$40,188	\$41,861	\$43,534	\$45,208	\$46,881
3	\$37,673	\$39,347	\$41,020	\$42,693	\$44,367	\$46,040	\$47,713	\$49,386
4	\$40,180	\$41,853	\$43,526	\$45,200	\$46,873	\$48,546	\$50,220	\$51,892
5	\$42,685	\$44,358	\$46,032	\$47,705	\$49,378	\$51,052	\$52,725	\$54,398
6	\$45,191	\$46,864	\$48,537	\$50,210	\$51,884	\$53,557	\$55,230	\$56,904
7	\$47,697	\$49,370	\$51,044	\$52,717	\$54,390	\$56,064	\$57,737	\$59,410
8	\$50,202	\$51,876	\$53,549	\$55,222	\$56,896	\$58,569	\$60,242	\$61,916
9	\$52,709	\$54,382	\$56,054	\$57,728	\$59,401	\$61,074	\$62,748	\$64,421
10	\$55,214	\$56,888	\$58,561	\$60,234	\$61,907	\$63,581	\$65,254	\$66,927

Any teacher who has taught in the District for at least 15 years shall receive an annual longevity increment according to the following schedule:

Teacher has completed	15 - 19 years	\$ 836
Teacher has completed	20 - 24 years	\$1,371
Teacher has completed	25 - 29 years	\$1,907
Teacher has completed	30 or more years	\$2,442

Less-than-full-time teachers shall receive the correct proportional amount based upon the percentage of full-time employed during each year for which the longevity increment is received.

Appendix A Salary Schedules

SECTION 1. 2011-2013 Salary Schedule: The wages and salaries in effect for the **2011-2013** school years.

SECTION 2. Status of Salary Schedule: A single salary schedule prevails based on experience and training, with an incentive plan, Appendix A, (Section 3, 4, and 5), providing additional pay for additional training.

Subd. 1. The salary schedule is based on the official school calendar, the length of the school year, and the hours of service as provided in the Master Agreement.

Subd. 2. The District reserves the right to withhold an individual's annual salary increment for unsatisfactory service. If the District considers withholding a teacher's increment, the teacher is to be notified in writing and given written reasons for the proposed action. The teacher then will be given until the beginning of the next school year to correct the alleged deficiencies. The case shall be reviewed at the first September School Board meeting, and a decision made. If an increment is withheld, the teacher is to be notified in writing within five days of the Board's decision. Withholding action may be appealed through the grievance procedure.

SECTION 3. The Incentive Plan: The plan provides teachers with an opportunity to advance laterally on the salary schedule by pursuing further training.

Subd. 1. Prior to employment by the District, the prospective teacher's credits will be evaluated in respect to position for appropriate placement on the salary schedule.

Subd. 2. Subsequent courses to be taken must have prior approval by submitting, in advance, forms provided by the Superintendent's Office prior to registration.

Subd. 3. Adjustments of salary due to incentive credits will be made upon receipt of a grade report from the institution attended and submitted to the Superintendent's Office by October 15 of each year.

SECTION 4. Work Experience Plan: The plan provides teachers with an opportunity to experience unusual varieties of work while employed by the District.

Subd. 1. A maximum of six incentive credits may be allowed for approved work experience.

Subd. 2. The work experience must be of an unusual nature directly related to the teacher's school responsibilities.

Subd. 3. Six weeks of work experience shall be required for three incentive credits. Shorter work experiences will be allowed credit accordingly.

Subd. 4. Regardless of the number of weeks worked, a maximum of only three work experience credits may be earned in one summer.

Subd. 5. A maximum of three work experience credits may be earned from one work experience.

Subd. 6. Work experience for incentive credits must receive prior approval on forms provided by the Superintendent's Office.

Subd. 7. Upon completion of the work experience, a written report describing the work experience must be filed with the principal and one copy filed in the Superintendent's Office.

SECTION 5. Federal Government Institutes, etc.: If teachers are chosen to attend Federal Government-sponsored summer institutes, or institutes or seminars sponsored by education, industrial, or business institutes (which have prior approval from the Superintendent's Office) for which no credit is given, evaluation will be made on course content and time involved in comparison to credits given for regular college summer courses of similar nature.

SECTION 6. Placement on Salary Schedules: The following rules shall be applicable in determining placement of teachers on the appropriate salary schedules:

Subd. 1. Newly hired teachers shall be given full credit for a maximum up to five years of teaching experience (Step 6). Teachers previously employed by the District and rehired within three years shall be given all experience previously held within the District.

Subd. 2. Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the District.

Subd. 3. Credits to apply on the salary schedule beyond the bachelor's degree must be approved in advance by the Superintendent's Office and carry a passing grade. If these criteria are not met, salary advancement will not be considered. No more than ten (10) quarter credits earned through video tapes will be applied beyond the bachelor's degree unless specifically approved by the Superintendent or the Superintendent's designee.

Subd. 4. Adjustments of salary, without reduction, due to credits earned will be made upon receipt of a grade report from the institution attended, to the Superintendent's Office by October 15 of each year. Adjustments of salary, with a fifty (50) % reduction, due to credits earned will be made upon receipt of a grade report from the institution attended, to the Superintendent's Office by February 15 of each year.

Subd. 5. A teacher shall be paid on the master's degree lane or higher degree lane only if the degree program is directly related to the teaching assignment as approved in advance by the Superintendent's Office.

Subd. 6. 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 for the current year.

SECTION 7. Pay Periods:

Subd. 1.

Salary payments for teachers will start approximately two weeks following the beginning of the school year. Teachers may elect either 20 or 24 payments.

Subd. 2.

Teachers electing to receive pay through August of each year must submit a request in writing prior to July 1 preceding the school year in which they wish to receive the extra pay periods.

Subd. 3.

The selected number of pay periods will remain in effect until a new request is submitted.

Subd. 4.

The selected number of pay periods cannot be changed during the school year.

Subd. 5.

All salary and wage payments due to teachers initially contracted after January 1, 2002, will be done through direct deposit (electronic transfer) except for instances of written objection per M.S. 177.23, Subd 4.

SECTION 8. Extra Duty Assignment Pay: All Extra Duty Assignments will be paid according to the salary schedule found in Appendix B, (Part 1). Payments will be in the regular semi-monthly check upon the approval of a special claim submitted to the Superintendent's Office. Payment for extra duty assignments shall be made within thirty days of receipt of an approved claim form in the payroll office.

SECTION 9. Extracurricular Assignment Pay: All Extracurricular Assignments will be paid according to the salary schedule found in Appendix B, (Part II). Claims will be accepted for full payment upon completion of the activity. Checks will be issued for completed assignments nearest to November 1, March 1 and June 1.

SECTION 10. Special Earnings: If special earning is paid from more than one source, the teacher may fill out a special form requesting a breakdown of special earnings.

SECTION 11. Longevity Increment: After June 30, 1994, any teacher who has taught in the District for at least 15 years shall receive an annual longevity increment according to the following schedules:

2011-2013		
Teacher has completed	15 - 19 years	\$ 836
Teacher has completed	20 - 24 years	\$1,371
Teacher has completed	25 - 29 years	\$1,907
Teacher has completed	30 or more years	\$2,442

Less-than-full time teachers shall receive the correct proportional amount based upon the percentage of full-time employment during each year for which the longevity increment is received.

SECTION 12. ECFE Teachers: ECFE teachers shall be contracted for a projected FTE. When ECFE teachers are contracted for less than full-time and additional hours are required to deliver the program during the regular school year, the additional hours will be compensated at contract pro-rata pay. Additional hours for full-time staff during the school year and all hours outside of the regular school year for ECFE teachers will be compensated at current Extra Duty Assignment rate listed in Appendix B.

Appendix B Extracurricular Services

Position Statement for All Extracurricular Services

1. Extracurricular contracts are not to be construed as a part of the teachers' continuing contract.
2. Teachers withholding extracurricular contracted services will be interpreted as breaching the extracurricular contract and the action automatically voids the extra-curricular agreement.
3. Extracurricular contracted services will be added or deleted by the District due to participation demands. Contracts will be granted by the District as per adopted salary schedule.

Part 1 Extra Duty Assignments

SECTION 1. Extra Duty Assignments: These assignments are: Staff Development, Summer School Teaching, Counselors, Media (Audio Visual/Librarian), Driver Education, Adult Education, After School Supervision, Homebound Instruction, Summer Curriculum Research, Mentoring, and Non-instructional pay for repair work if in a supervisory capacity.

Pay scale for Community Education shall not be restricted by these pay scales. However, in no event shall a teacher be required to teach in a Community Education program for any amount less than:

2011-13 Pay Scale \$22.00 per hour

SECTION 2. Special Events:

- (1) \$15.00 for trips up to 35 miles
- (2) \$20.00 for trips 36 to 65 miles
- (3) \$30.00 for trips 66 to 125 miles
- (4) Trips over 125 miles, only tournaments, will be \$30.00 plus ticket, plus per diem.
- (5) Chaperons are to submit their claims through the building principal.
- (6) Ticket taking, patrolling at athletic events (local):

2011-2013 Pay Scale \$24.00 per event

(Free complimentary tickets in all activities if the teacher participates.)

SECTION 3. Department Heads:

Subd. 1. Selection: Department heads will be elected by the teachers in the department or grade level.

Subd. 2. Department Head Duties: Department head duties shall include assisting principals or administration in the requisitioning of supplies and equipment. They shall be responsible for supplying department members with current curriculum developments and information pertinent to that department.

Subd. 3. Department Head Reimbursement: The amount of pay for each recognized department head shall be as follows:

7 members and above	\$250.00
3 members and above	\$200.00
Less than 3 members	\$100.00

Subd. 4. The Elementary Schools, Middle School, and Senior High Schools shall have department heads in the following areas if requested by the department and/or principal, except that there shall be no department head in any department of only one teacher:

School Subject

Senior High	Science, Industrial Arts & Voc. Ed, Communications, Family Life Sciences, Mathematics, Guidance, Social Studies, Physical Education, Business, Art
Bigfork	Science, Industrial Arts, Communications, Social Studies, Mathematics
Middle	Science, Industrial Arts, Communications, Home Economics, Mathematics, Guidance, Social Studies, Art, Physical Education/Health, Grade 5
Elementary	Grade Level, Physical Education/Health
All District	Vocal Music, Foreign Language, Instrumental Music, Nurses, LD, MMI/MSMI, Speech Pathology, EBD, Early Childhood/ Special Ed., Area Learning Centers

SECTION 4. Student Teacher Supervisory Pay:

Subd. 1. All staff that accept student teachers as assigned by the administration shall be reimbursed 100 percent of the amount paid to the District by the participating colleges.

Subd. 2. Any combination assignment shall be paid on a pro-rated basis as recommended by the principal.

SECTION 5. Extra Duty Pay for Non-Remediation Classes for Credit: Summer school non-remediation classes for credit to be paid pro-rata.

Part II

Extracurricular Activities

This schedule is for extracurricular activities established by the District which require work over and above the regular school day. Salary remuneration for extracurricular activities will be granted after the completion of the activity season.

1. All salaries for head coaches and activities supervisors shall be an established percentage of the base figure which is arrived at by calculating 12% of the BA maximum teaching salary.
2. All salaries for assistants shall be an established percentage of the head coaches salary for each respective activity.
3. All positions, head and assistant, are on a five-step schedule with the fifth step maximum listed below.

Step 1 - 80% of maximum	Step 4 - 95% of maximum
Step 2 - 85% of maximum	Step 5 - 100% of maximum
Step 3 - 90% of maximum	

4. Coaches and activities supervisors hired before January 15, 1992 are placed on Step 5 of the Extracurricular Activities Schedule.

5. Newly hired coaches and activities supervisors shall be given full credit for a maximum up to three years of coaching experience (Step 4 placement on the salary schedule). Teachers previously coaching or supervising activities in District 318 and rehired in coaching or supervising within three years shall be given all experience previously held within the district.

6. An Activities Assessment Council established by the Exclusive Representative of the Teachers and the School Board will meet as needed to review district extracurricular activity programs for the purpose of recommending salary placements and adjustments.

Grand Rapids High School Coaching Positions

	2011/12	2012/13
Baseball		
Head Coach 85%	\$5,576	\$5,632
Assistant Coach 65% of 85%	\$3,624	\$3,661
7 th Grade Coach 40% of 85%	\$2,230	\$2,253
8 th Grade Coach 40% of 85%	\$2,230	\$2,253
Basketball		
Head Coach 100%	\$6,560	\$6,626
Assistant Coach 65%	\$4,264	\$4,307
7th Grade Coach 40%	\$2,624	\$2,650
8th Grade Coach 40%	\$2,624	\$2,650
Football		
Head Coach 100%	\$6,560	\$6,626
Assistant Coach 65%	\$4,264	\$4,307
B Squad Coach 60%	\$3,936	\$3,975
B Assistant Coach 55%	\$3,608	\$3,644
9th Grade Coach 50%	\$3,280	\$3,313
7th Grade Coach 40%	\$2,624	\$2,650
8th Grade Coach 40%	\$2,624	\$2,650
Hockey		
Head Coach 100%	\$6,560	\$6,626
Assistant Coach 65%	\$4,264	\$4,307
B Squad Coach 60%	\$3,936	\$3,975
Soccer		
Head Coach 60%	\$3,936	\$3,975
Assistant Coach 40% of 60%	\$1,574	\$1,590
Softball		
Head Coach 85%	\$5,576	\$5,632
Assistant Coach 65% of 85%	\$3,624	\$3,661
7th Grade Coach 40% of 85%	\$2,230	\$2,253
8th Grade Coach 40% of 85%	\$2,230	\$2,253
Swimming		
Head Coach 85%	\$5,576	\$5,632
Assistant Coach 65% of 85%	\$3,624	\$3,661
Middle School Coach 40% of 85%	\$2,230	\$2,253
Tennis		
Head Coach 60%	\$3,936	\$3,975
Middle School Coach 40% of 60%	\$1,574	\$1,590
Track		
Head Coach 85%	\$5,576	\$5,632
Assistant Coach 65% of 85%	\$3,624	\$3,661
B Squad Coach 60% of 85%	\$3,346	\$3,379
Middle School Coach 50% of 85%	\$2,788	\$2,816

	2011/12	2012/13
Wrestling		
Head Coach 100%	\$6,560	\$6,626
Assistant Coach 65%	\$4,264	\$4,307
9th Grade Coach 50%	\$3,280	\$3,313
Volleyball		
Head Coach 85%	\$5,576	\$5,632
Assistant Coach 65% of 85%	\$3,624	\$3,661
7 th Grade Coach 40% of 85%	\$2,230	\$2,253
8 th Grade Coach 40% of 85%	\$2,230	\$2,253
Cross Country Running		
Head Coach 65%	\$4,264	\$4,307
Assistant Coach 65% of 65%	\$2,772	\$2,799
Golf		
Head Coach 40%	\$2,624	\$2,650
Middle School Boys/Girls Coach 65% of 40%	\$1,706	\$1,723
Nordic Skiing		
Head Coach 50%	\$3,280	\$3,313
Assistant Coach 65% of 50%	\$2,132	\$2,153

Bigfork Secondary Coaching Positions

	2011/12	2012/13
Track		
Head Coach 70%	\$4,592	\$4,638
Basketball		
Head Coach 90%	\$5,904	\$5,963
Assistant Coach 65% of 90%	\$3,838	\$3,876
Junior High Coach 50% of 90%	\$2,952	\$2,982
Football		
Head Coach 90%	\$5,904	\$5,963
Assistant Coach 65% of 90%	\$3,838	\$3,876
B Squad Coach 60% of 90%	\$3,542	\$3,578
Golf		
Head Coach 35%	\$2,296	\$2,319
Volleyball		
Head Coach 80%	\$5,248	\$5,301
Assistant Coach 40% of 80%	\$2,099	\$2,120
Junior High Coach 25% of 80%	\$1,312	\$1,325

Non-Athletic Extracurricular Activities

	2011/12	2012/13
Speech		
Grand Rapids High School 50%	\$3,280	\$3,313
Grand Rapids HS Asst 65% of 50%	\$2,132	\$2,153
Bigfork Head Coach 50%	\$3,280	\$3,313
Debate		
Grand Rapids High School 75%	\$4,920	\$4,969
Grand Rapids H S Assistant 65% of 75%	\$3,198	\$3,230

One Act Play		
Grand Rapids High School 15%	\$ 984	\$ 994
Bigfork High School 15%	\$ 984	\$ 994
Math League		
Grand Rapids High School 20%	\$1,312	\$1,325
Three Act Play		
Grand Rapids High School 30%	\$1,968	\$1,988
Bigfork High School 30%	\$1,968	\$1,988
Three Act Musical		
Grand Rapids High School 40%	\$2,624	\$2,650
Grand Rapids HS Assistant 65% of 40%	\$1,706	\$1,723
Band		
Grand Rapids High School 100%	\$6,560	\$6,626
Grand Rapids HS Band Assistant 65%	\$4,264	\$4,307
Band/Vocal Bigfork 40%	\$2,624	\$2,650
Summer Marching Band		
Band Director 75%	\$4,920	\$4,969
Assistant Director 85% of 75%	\$4,182	\$4,224
Middle School Director 10%	\$ 656	\$ 663
Assistant Middle School Director 90% of 10%	\$ 590	\$ 596
Vocal Music		
Grand Rapids High School 50%	\$3,280	\$3,313
Student Council		
Bigfork 10%	\$ 656	\$ 663
Grand Rapids High School 10%	\$ 656	\$ 663
Vocational Clubs		
Grand Rapids High School B.P.A. 15%	\$ 984	\$ 994
Grand Rapids High School F.F.A. 15%	\$ 984	\$ 994
Cheerleaders		
Grand Rapids High School, Fall 15%	\$ 984	\$ 994
Grand Rapids High School, Winter 20%	\$1,312	\$1,325
Bigfork High School, Fall 15%	\$ 984	\$ 994
Bigfork High School, Winter 20%	\$1,312	\$1,325
Pep Club		
Grand Rapids High School 15%	\$ 984	\$ 994
Bigfork High School 15%	\$ 984	\$ 994
Prom Advisor		
Grand Rapids High School 10%	\$656	\$663
Yearbook Advisor		
Bigfork High School 30%	\$1,968	\$1,988

Appendix C

Affirmative Action Statement

It is the policy of Independent School District No. 318 not to discriminate on the basis of sex, race, color, religion, age, disabilities, sexual orientation or national origin in its education programs, activities or employment policies as required by Title IX of the 1972 Education Amendments. Inquiries regarding compliance with Title IX may be directed to the Superintendent, 820 NW 1st Avenue, Grand Rapids, Minnesota 55744. Telephone Number: 327-5700 or to the Director of the Office for Civil Rights, Department of Health, Education and Welfare, Washington, D.C. or to the Commissioner of Human Rights, 200 Capitol Square Building, St. Paul, Minnesota 55101. Telephone Number: (612) 296-5663.

This contract shall remain in full force and effect for a period commencing on July 1, 2011 and shall remain in effect through June 30, 2013.

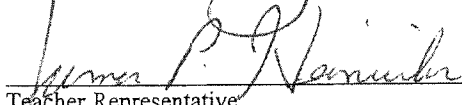
IN WITNESS WHEREOF, the parties have signed this contract this

21st Day of March, 2011

For Education Minnesota 1314:

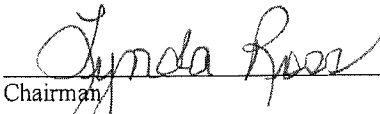


President



Teacher Representative

For Independent School District No. 318:



Chairman



Clerk

Memorandum of Agreement Regarding Class Size

Students shall be assigned to classes in such a distribution as to allow for consideration of the most effective educational plan for individual students and the workload of the classroom teacher.

Alan J. Kale
Superintendent, ISD 318

Timothy H. B. B. B.
President, GRFT

William A. Pomeroy
Board of Ed., ISD 318

Harvey D. Dietrich
Negotiator, GRFT

1-17-94
Date

1/17/94
Date

Memorandum of Understanding
12/27/07

The School District hereby agrees to negotiate with the Union regarding the impact of the VITAL contract on the terms and conditions of the bargaining unit and to make a good faith effort to reach agreement on the issue for the 2007-2009 contract.

Paul L. Carlson

3/6/08

James P. Heinrichs
Education MN 1314

3/10/08
Date

Paul Carlson
Jim Heinrichs

Paul D. Meyer
Joe Silko

1/22/08

ISD #318

1/14/08
Date

Paul Meyer
Joe Silko