YOUR CONTRACT and YOUR RIGHTS

2009-2011

Saint Cloud Education Association

The Teachers of District 742

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Your Contract and Your Rights

This booklet highlights some of the most important and frequently wondered about rights and benefits found in the 2009-2011 Saint Cloud Education Association Master Agreement (the contract).

These items apply to ***all*** members of the SCEA regardless of assignment or position.

Each item is outlined briefly and then the contract language is shown. Of course, the contract covers many more topics, and is much longer and more detailed. The entire contract can be found on our SCEA website at http://scea7250.locals.educationminnesota.org or at Human Resources on the District website. http://isd742.org/StaffNET/HR/agreements/TeacherContract.pdf

If you have questions or need more information, please contact Mary Broderick, SCEA President, at 253-2530 or scea@clearwire.net.

I hope you will find this a handy reference and reminder of your rights.

maybroderick

The Contract (Duty) Day

- ***7 ½ hours including lunch (7 paid hours per day)***
- ***Continuous period of time***
- ***Meetings should be scheduled within the duty day***

The length of the duty day for all full-time teachers, including a duty free lunch, shall not exceed seven and one half hours.

It is recognized that teachers are professionals; and therefore, they will meet the obligations of the position, including attendance at parent conferences, parent meetings/staffings, department meetings, faculty meetings, staff training sessions, and such other responsibilities that are reasonably required even when they extend beyond the scheduled duty day. Every effort will be made to schedule these meetings within the duty day.

All aspects of a part-time teacher's duty day except the lunch period will be pro-rated based on the composition of the duty day in that building. This includes the number of minutes of student instructional time, minutes of duty time, and minutes of prep time. This pro-rated time will be a continuous period of time.

Prep Time

- ***Minimum of 250 minutes a week***
- ***During the student instructional day***
- ***In blocks of no less than 25 minutes.***

Every building will provide a minimum of 250 minutes of preparation time for every teacher each week, with a goal of a minimum of 50 minutes of preparation time for every teacher during each student instructional day. It is the intent of this agreement that whenever possible prep time be time set aside for teacher preparation and that it be applied uniformly for all teachers at a given site. It is also intended that teachers who must travel between sites will be given prep time at each site reasonably proportional to their contract time at each site. The preparation time will normally be provided in blocks of a minimum of 25 minutes during the student instructional day.

Lunch Time

- ***A minimum of 30 continuous minutes***
- ***Duty-free (this is unpaid time)***

Beginning in the 2010-2011 school year, every building shall provide a minimum of 30 continuous minutes of duty free lunch.

Accumulative Leave

- ***Full-time teachers receive 11 days (77 hours) each fall***
- ***Unused days accumulate to 70. Cap may be raised to 100 at any time.***
- ***Can be used as sick leave or as discretionary***

Sick Leave

- ***Can use any or all of your accumulative leave for personal or family member illness, parental leave, and bereavement***

A teacher may use his/her accumulative leave days in non-discretionary situations for personal illness, illness of a family member, parental leave, and days in excess of the first five (5) of bereavement.

Discretionary Leave

- ***May use up to 13 of your accumulative leave days at your discretion***
- ***Minimum of 3 days notice***
- ***Limit of 8 consecutive days***

The teacher must notify the appropriate unit administrator a minimum of three (3) days in advance of the absence, except in the case of discretionary leave for bereavement. In special cases, a unit administrator may approve a request with fewer than three (3) days notice.

In all cases, teachers are encouraged to inform their unit administrators of planned accumulative leave as far in advance as possible.

There will be an eight (8) consecutive day limit for discretionary use of accumulative leave, except for bereavement leave.

Discretionary use of leave on a parent teacher conference day during the scheduled parent contact time will incur a 2-for-1 deduction. Missed parent conferences made up with administrative approval will incur no deduction.

Teachers are responsible for the content of parent-teacher conference days and/or staff development days when absent during these days.

In cases of bereavement, the first 5 days in any given year will be charged as discretionary use. Additional bereavement time needed will also incur accumulative leave deduction, but will not be considered discretionary.

Any Discretionary days in excess of thirteen (13) must be approved by the unit administrator, and will be deducted for a 2-for-1 rate.

Inclement Weather/School Closings

- ***School closed: Teachers are not required to report to work***
- ***2-hour late start: Teachers report on time***
- ***Early closing: Teachers can leave when student dismissal is complete***
- ***15 day notice required for make-up days***

In the event school is closed for a full day, the school board will have the authority to determine if, how, and when such time will be made up. Teachers may use accumulative leave time to make up for any hours lost under this section.

In the event of a late start, teachers are expected to report at the regular time or when conditions permit. Teachers who cannot report on time will receive the appropriate accumulative leave or pay deduction for time missed.

If a late start turns into a cancelled day, teachers who reported to work will be paid hourly for two hours.

If school closes early, teachers can leave as soon as student dismissal is complete. This will be considered a full day worked.

If school is closed and teachers are not required to report to work:

- Teachers who attend a previously approved off-site workshop or training on a day that District 742 schools are closed will be paid the hourly rate for that time, but make-up requirements for those teachers for that day will still apply.
- Teachers who had an approved accumulative leave absence scheduled for a day during which school is closed will not be charged with that day.
- Part-time teachers who are not scheduled to work on a day school is closed will not be subject to the make-up provisions of that day.

In the event any salaried teacher is unable to report for duty as a result of inclement weather or impassable roads, the teacher will receive the appropriate accumulative leave or pay deduction.

Scheduled make-up days approved by the School Board can be required for licensed staff attendance with a fifteen (15) school day notice.

Longevity Pay

- ***Based on pay level (step), not years of service***
- ***Paid on November 15th***
- ***$2,000 for teachers on Pay Level 18 and 19***
- ***$3,000 for teachers on Pay Level 20 and above***

Teachers on Pay Level 18-19 are eligible for an annual longevity payment of $2,000. Teachers on Pay Level 20 or above are eligible for an annual longevity payment of $3,000. Longevity will be paid separately with the November 15 payroll.

The Contract Year

- ***We have a 188 day contract***
- ***There are currently 172 instructional days, 7 staff development days (2 of these must be teacher workshop time), 2 days of conferences, and 7 paid holidays.***

The normal work year will consist of 181 duty days and seven (7) paid holidays. The holidays for teachers scheduled for the regular school year are: Labor Day, Thanksgiving and the day following, President's Day, spring break two (2) days, and Memorial Day. The District may require a newly employed teacher with the district to attend one (1) additional day for orientation.

Pay Period Choices

- ***(Default) 24 pay days on the 15th and last day of the month beginning September 15th.***
- ***19 pay days on the 15th and last day of the month for September 15 – June 15, and the remainder of your salary on June 30th.***
- ***To change pay plans you must notify the Payroll Office by August 1.***

Effective beginning with the 2010-11 school year, teachers on contracts that continue into the next school year may elect one (1) of the following pay plans by notifying the Payroll Office in writing of their election by August 1. New and rehired teachers shall be placed on the Option One pay plan.

1) Option One: One twenty-fourth (1/24) of their annual salary to be paid on the 15th and last day of each month beginning September 15.

2) Option Two: One twenty-fourth (1/24) of their annual salary to be paid on the first nineteen (19) pay dates beginning September 15 and 5/24 of their annual salary on the 20th pay date (June 30).

Hourly Rate

- ***$31.00 per hour for 2010-2011***
- ***Hourly pay applies to some meetings, trainings, curriculum work, targeted services (including summer school), and covering for another teacher.***
- ***"Mandatory" work is paid pro-rata (your daily rate divided by 7 = your hourly rate)***

The hourly rate for 2010-2011 will be $31.00.

If a qualified substitute teacher cannot be found on a given date and a building administrator asks another teacher to take responsibility for the absent teacher's entire class, the teacher shall be compensated at the hourly rate.

Teachers who are not eligible to use the District 742 opportunities for lane change credit will be compensated at the hourly rate unless such work is mandatory.

Mandatory work above and beyond the contract will be paid pro-rata. Such work must be scheduled within the contract year to be considered "mandatory".

Summer School

- ***There are two pay rates; pro-rata, and hourly ($31.00 per hour for 2010-2011)***
- ***ESY pays pro-rata***
- ***Targeted Services pays hourly***
- ***District 742 teachers that sub are paid the hourly rate.***

The current summer school teaching positions and rates of pay are divided into two categories:

Pro-rata pay: These summer school positions are a continuation of the regular school year such as a continuation of IEP services. Such positions earning pro-rata pay are:

1. Licensed Teachers providing;
   a. ESY Services
   b. Care and Treatment Services
2. Nursing

Hourly pay: All summer school programs not receiving pro-rata pay, including but not limited to Targeted Services.

District 742 active and retired teachers will be paid the contractual hourly teacher rate for subbing in any summer school program.

Lane Changes

- ***A Lane Change can be made at any time during the year***
- ***It takes 10 semester credits (15 quarter hour credits) to make a lane change.***
- ***12 clock hours at workshops, seminars, etc. equals 1 quarter hour of credit***
- ***All classes and credits must be pre-approved on the Professional Advancement Record***
- ***Documentation for a lane change goes to Betty in Human Resources***
- ***With notice, you may make multiple lane changes in a year***

A teacher's salary schedule placement will be modified to reflect a salary lane advancement, any time during the fiscal year, provided that the teacher submits the following to the Human Resources Office:

- An official transcript of credits or a letter from the appropriate college/university official; and
- Written evidence of prior administrative approval of courses or experiences; and
- Written application for lane advancement.

The District will begin salary payments based on the new salary lane placement only after it has received all of the requirements listed above. The new salary lane placement will be effective on the first work day following the teacher's successful completion of the course work.

If a teacher meets all the requirements for a lane change after a contract year is completed, but prior to the end of a fiscal year, salary lane placement will be effective as of that date. However, salary improvement, as a result of the lane change, will begin with the first payment under the new annual contract.

Multiple Lane Change:

To qualify for a multiple lane change a teacher must:

- Submit the District's multiple lane change notification of intent form to the Human Resources Office prior to March 1st for the following school year.
- Indicate the number of lane changes being requested on that form.

Failure to notify the District by March 1 will result in the teacher being limited to one lane change for the next school year, except for teachers who are returning from sabbatical or industrial leave.

Unpaid Leaves

- ***The most common contractual leaves are Alternative, Professional, Health, and Parental/Child Care.***
- ***There are also two types of statutory leave which allow for TRA contributions and service credit under certain circumstances.***
- ***Requests for alternative, professional, or extended child care leave should be made by March 1.***
- ***Leaves can also be requested later or rescinded by mutual agreement.***
- ***Sick Leave can be used in conjunction with health leave and parental leave.***

Alternative Leave

- For up to two years for engaging in an alternative experience.
- Requests must give a reason for seeking the leave.

Professional Leave

- For continuing education or for teaching full-time elsewhere.
- Upon return, eligible for step movement.
- Requests must state the reasons for the leave and the future benefits to the District

Health Leave

- Written requests must be accompanied by a recommendation from a physician.
- Cannot return from health leave without clearance from a physician.
- May be used in conjunction with sick leave.
- Health and Dental contributions continue for up to 12 unpaid calendar weeks under Family Medical Leave Act provisions.

Parental Leave

- Mothers and fathers may use any or all of their sick leave for childbirth or adoption.
- Can be extended as unpaid Child Care Leave for up to the balance of the school year plus an additional school year.
- Health and Dental contributions continue for up to 12 unpaid calendar weeks under Family Medical Leave Act provisions.

Parental Leave: A teacher may be allowed to use accumulative leave for childbirth or adoption. Any days which would normally result in an accumulative leave deduct may be deducted from accrued accumulative leave for any so-affected teacher. Paid holidays that are scheduled during the leave period will be paid. Non-duty days that fall during the leave period are unpaid and no accumulative leave deduction will be made.

SCEA Sick Leave Bank

- ***Provides days upon request to members who have exhausted all accumulative leave due to illness.***
- ***Members who have 45 days or more can donate up to 3 days per school year.***
- ***Each day (7 hours) donated provides a day of sick leave for a member in need***

The District shall permit teachers to donate up to three (3) accumulative leave days per year to a sick leave bank for colleagues who have exhausted accumulative leave due to long term illness or disability.

Each donated day shall have a value of one (1) accumulative leave day. In order to be eligible to donate, a teacher must have at least 45 days of accrued accumulative leave.

The teacher requesting donated days will contact the Association.

Donated days are to be used exclusively for sick leave and cannot be cashed in for any other purpose.

Long Term Disability

- ***There is a 90 consecutive day eligibility period to qualify for Long Term Disability***
- ***Once you qualify, you receive 66⅔ percent of your salary as your disability payment.***
- ***While on LTD, the District pays up to $700 of your monthly insurance premium.***
- ***If you feel you will be unable to work for an extended period of time for medical reasons, contact the SCEA.***

Wellness Pay

- ***Each teacher who does not use any accumulative leave during the school year (not including donations to the Sick Leave Bank) will receive an additional day (7 hours) of accumulative leave in the fall.***
- ***The District purchases unused days in excess of the 70 or 100 day cap, at the end of each school year, at a rate of .30 times your daily rate.***
- ***If you are on pay level 18 or above, this payment is matched by the District.***
- ***Payment goes into your Health Care Savings Plan account.***

The District will purchase days in excess of the cap, at a rate of .30 times the teacher's current daily rate of pay, by depositing these Wellness dollars directly into the teacher's PRHCSP account. The District will match all Wellness Pay PRHCSP contributions for those teachers on Pay Level 18 and above.