

**St. Anthony Village
Education Association**

**Master Contract
2009-11**

St. Anthony Village Education Association

MASTER CONTRACT

2009-11

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Article I. Purpose

- A. This Master Contract, entered into between Independent School District 282 of St. Anthony and New Brighton, Minnesota, hereinafter called the School District, and the St. Anthony Village Education Association, hereinafter called the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter called the PELRA, to provide the terms and conditions of employment for teachers during the term of this Contract.
- B. Terms and Conditions of Employment The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the School District's personnel policies established by this Contract which affect the working conditions of teachers. In the case of professional employees, the term does not mean the education policies of the School District.
- C. Effect This Contract shall constitute the full and complete agreement between both parties and may be revised only through the voluntary mutual consent of the parties in the form of a written signed amendment to this Contract. This Contract shall supersede any rules, regulations, or practices of the School District which are contrary to or inconsistent with its terms.
- D. Individual Contracts All teachers will be employed by written individual contracts. Any individual contract between the School District and an individual teacher shall be subject to and consistent with the terms and conditions of this Contract. If an individual contract contains any language inconsistent with this Contract, this Contract, during its duration, shall be controlling. The School District shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the PELRA. Within thirty (30) calendar days of the execution of this Contract, individual contracts or letters of assignment, as appropriate, shall be issued to all teachers.
- E. Definitions
1. *School Board* shall mean the Board of Education of Independent School District 282 or its designated representative.
 2. *Superintendent* shall mean the Superintendent of Schools or a designated representative.
 3. *Principal* shall mean the Building Principal or a designated representative.
 4. *Teacher* shall mean a professional employee individually contracted by Independent School District 282 who is required to be and is licensed by the Board of Teaching or the State Board of Education, including those on leave of absence who are guaranteed a position upon their return; excluding casual substitutes as defined in Article VIII, D, supervisory employees, confidential employees, superintendents, principals and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties. Teacher shall also mean those long-term substitute teachers hired to replace an absent teacher who is a public employee, when the substitute teacher is employed more than thirty (30) working days as a replacement for the absent teacher.

5. Other terms not specifically defined in this Contract shall have those meanings as defined by the PELRA.

Article II. Recognition of Exclusive Representative

- A. Recognition The School District hereby recognizes the Association as the exclusive representative of all professional employees as defined in Article I, E-4.
- B. Exclusive Bargaining Agent The School District agrees not to meet and confer with, negotiate with or recognize any labor or employee organization other than the Association so long as the Association is the duly authorized, exclusive bargaining agent of the teachers of the School District.

Article III. Duration

- A. Term and Reopening Negotiations This Contract, as may be modified from time-to-time by written bilateral amendment, shall remain in full force and effect for a period commencing on July 1, 2009, through June 30, 2011, and thereafter until modifications are made, pursuant to the PELRA. If either party desires to modify or terminate this Contract for the succeeding contract period commencing on July 1, 2011, it shall give written notice of such intent no later than May 1, 2011, and unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to June 30, 2011.
- B. Party Rights Neither party in any negotiation shall have any control over the selection of the negotiating or bargaining representative of the other party. The School District and Association representatives shall have the right to make tentative agreements in the course of negotiations.
- C. Severability The provisions of this Contract shall be severable; and if any provision thereof or the application of any such provision under any circumstances is held illegal, it shall not affect any other provisions of this Contract or the application of any provision thereof.
- D. Number of Official Contracts There shall be three (3) signed copies of this Contract for the purposes of record. One (1) retained by the School Board, one (1) by the Association and one (1) by the Superintendent.

Article IV. School Board Rights

- A. Authority of the School Board The Association recognizes that the laws of the State of Minnesota have vested in the School Board and its duly authorized representatives the full authority and power to manage, control and direct the operations of the School District within its legal limitations and this Contract. The primary obligation of the School District is to provide quality educational opportunities to the students of the School District.

- B. Authority to Establish Rules and Regulations The School Board and its duly authorized representative shall have the right, obligation, and duty to adopt, modify, or repeal policies, rules, directives, and regulations on behalf of the School District to the extent such action is not limited by this Contract.

Article V. Association Rights

- A. Notification The School District shall notify the Association within ten (10) days following the hiring of a new teacher. At the time of initial employment, the School District shall provide the new teacher with a copy of the master contract, and an Association prepared packet regarding rights and responsibilities pertaining to this Article. It shall be the responsibility of the Association to prepare this packet. The School District shall notify the Association within a reasonable time following the granting of a leave of absence to any teacher or the severance of any teacher's employment.
- B. Dues Check-Off Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the association, including the Education Minnesota, National Education Association, and the American Federation of Teachers. Such authorization shall continue in effect from year-to-year unless revoked in writing by the teacher between June 1 and September 1 of any year. Upon receipt of such authorization, the School District shall deduct the dues authorized from the teacher's regular monthly salary check each month. The teacher shall select one of the following options by October 1st:
1. Six (6) bi-monthly deductions commencing on October 15th and ending in December of each school year.
 2. Twelve (12) bi-monthly deductions commencing on October 15th and ending in March of each school year.
- C. Fair Share Fee
1. In accordance with Minn. Stat. 179A.06, § 3, any teacher included in the appropriate unit who is not a member of the Association may be required by the Association to contribute a fair share fee for services rendered as the exclusive representative.
 2. Upon notification in writing by October 1st of each year to the payroll office the names of the teachers and the amount of the fair share fee certified by the Association, the School District will deduct such fair share fee in installments from the teacher's paycheck and will forward such fees to the Association in a timely manner. Such payments shall commence on October 15th and end in either December or March of each school year as per deduction options Article V, B. The Association agrees to notify the School District promptly whenever any teacher subject to a fair share fee deduction becomes a member of the Association, and no further fair share fee deductions for such teacher will thereafter be made. The fair share fee for any teacher shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through dues and available

only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

- D. Indemnification The Association shall indemnify and hold the School Board and its agents harmless against any and all claims, judgments, or orders issued against the School Board or its agents arising from the administration of Article V, B and C.
- E. Association Leave At the beginning of each school year, the Association shall be credited with six (6) duty days to be used by teachers who are officers or agents of the Association for the purpose of conducting duties of the Association. The Association agrees to notify the Superintendent at least forty-eight (48) hours prior to the date of the intended use of such release time. Officers of the association or their designated representatives shall be excused from school obligations such as parent/teacher conferences and open house, when they conflict with scheduled state association duties. The cost of a substitute teacher for the six (6) days of release time shall be paid as follows: the School District will pay for three (3) days and the Association will pay for three (3) days.
- F. Association Representative Representatives of the Association and their respective affiliates shall be permitted to transact official association business on school property at reasonable times, provided that this activity shall not interfere with or interrupt school operations.
- G. Necessary Information The parties agree that the Association shall receive upon reasonable notice public information necessary for the Association to exercise its responsibilities as exclusive representatives in conformance with state and federal statutes. Cost of reproducing such information shall be paid by the Association.
- H. Communication The School District shall provide reasonable bulletin board space in each building for use by the Association in areas not normally accessible to students. The Association may make reasonable use of the School District mail service and teacher mail boxes for communications to teachers in quantities which do not interfere with regular School District mail service.

Article VI. Teacher Rights

- A. Right to Join The School District agrees that all teachers shall have the right to join or not to join the Association or any other labor or employee organization. The School District will not discriminate for or against any teacher with respect to the hours, wages, or other terms established by this Contract because of membership or non membership in a labor or employee organization, negotiations with the School District, or for pursuing a grievance.
- B. Publication of the Contract Within thirty (30) calendar days of the signing of this Contract, the School District shall make available one (1) copy of this Contract to each teacher in the appropriate unit.
 - 1. Teachers newly employed shall be provided one (1) copy of the Contract.
 - 2. The Association shall be furnished thirty (30) copies of the Contract for its use.

C. Personnel File

1. Each teacher shall have the right upon written request to review the contents of the teacher's own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information: teacher evaluation reports; copies of teaching certificates; a transcript of academic records; tenure recommendations.
 - a. No material may be placed in a teacher's personnel file without first notifying the teacher and allowing the teacher an opportunity to file a response thereto. The teacher's response shall become a part of the file in accordance with the procedure of Minn. Stat. (2001) §122A.40, § 9. The teacher shall have the right to reproduce any of the file's contents at the teacher's expense.
 - b. Any evaluation report incorporated into such files shall include only evaluatory statements made by qualified evaluators. Qualified evaluators shall include building principals, other full-time administrators, and any other evaluator identified in advance to the teacher being evaluated. Evaluators have the responsibility of being able to support evaluatory remarks contained in the evaluation statements.
2. Each teacher shall have the right to review personnel information maintained by the School District. Requests for the review of personnel information shall be made to the Superintendent and will be provided to the teacher at a reasonable time. The School District will notify a teacher of its intent to remove material from a personnel file before such material is removed. Whenever any material is permanently removed from a teacher personnel file, it shall be forwarded to the teacher, provided the teacher has provided the School District with a current address.

D. Notification of Teaching Assignment A reasonable attempt should be made to notify all teachers of their teaching assignments by June 1 of each year. If a teaching assignment should be subsequently changed, the School District agrees that it will use its best efforts to notify and consult with the involved teacher or teachers as far in advance of the final decision date as is reasonable and practical.

E. Other Payroll Deductions The School District agrees to deduct approved/authorized payments by the teacher provided the teacher has furnished the payroll office with a written authorization specifying the amount to be deducted by October 1st of each year. The amount to be deducted may not be changed during the school year.

Article VII. Compensation

A. Basic Salaries The annual salary for teachers covered by this Contract, who are employed by an individual continuing contract, are established as Schedule A for the 2009-10 school year and Schedule B for the 2010-11 school year. Schedules A and B shall be considered part of this Contract.

B. Educational Preparation Lane Teachers shall advance on the Salary Schedule upon submitting written evidence (official transcript) of degree obtainment or that fifteen (15) approved quarter or

ten (10) semester credits have been earned. Lane changes and the respective salary schedule increases based on educational preparation lane advances shall be effective the first day of the month following receipt of official transcript. Transcripts received after April 30, will become effective on the first duty day of the following year. All undergraduate and graduate courses, except graduate courses in education as established by Article VII, E, shall be in a discipline in which the teacher is certified or pursuing certification.

- C. Professional Experience Step Teachers shall be placed on the appropriate professional experience step of Schedules A and B effective as of the first duty day in accordance with the following:
1. New teachers may be granted unlimited professional experience credit on the Salary Schedule. Initial placement on the salary Schedule shall be as agreed by the individual teacher and the Superintendent prior to employment. Thereafter, a teacher shall advance on the Salary Schedule in accordance with Article VII, C-2.
 2. Returning teachers (with no break in continuous School District employment) shall advance one step on the Salary Schedule for each complete school year during which teaching services are performed for the School District.
 - a. One-half (1/2) year credit on the Salary Schedule will be given for at least seventy (70) days of full-time service.
 - b. One year of credit on the Salary Schedule will be given for services of more than one semester of full-time service.
 - c. One-half (1/2) year credit on the Salary Schedule will be given for services of 3/11 to 5/11 part-time.
 - d. One year of credit on the Salary Schedule will be given for service of 6/11 or more part-time.
 - e. One-quarter (1/4) year credit on the Salary Schedule will be given for services of less than 3/11.
 3. Step advancement for returning teachers and step placement for new teachers shall be effective July 1 and shall remain constant until June 30 of each fiscal year.
- D. Status of Salary Schedule The Salary Schedule (Schedules A and B) is not to be construed as a part of a teacher's individual contract.
- E. Masters Lane In addition to the paragraph above, in order for a teacher to qualify for placement on the M.A. educational preparation lane, the earned Masters Degree must be in the discipline of the teacher's assignment or the Masters Degree major field must be in one of the following five fields of professional education: curriculum, instruction, educational psychology, child psychology, or education administration.
- F. Pay Deduction Whenever a pay deduction is made because of a teacher's absence, the teacher's annual salary divided by the number of contracted teacher duty days shall be deducted for each day's absence. This deduction shall be prorated over the remaining payments due said teacher for that school year.
- G. Schedule of Salary Payments The contract will be paid over a 12-month period. Salary payments consisting of one twenty-fourth (1/24) of the teacher's total annual contracted salary shall be made

on the fifteenth (15th) and the last day of the month, whichever follows the first nine (9) working days.

- H. Mileage Teachers who are required by the School District to use their personal automobile in the performance of assigned duties shall be reimbursed for all such travel in accordance with the current IRS rate.

Article VIII. Employment Status

- A. Full-time Teachers A full-time teacher shall be defined as a teacher who is employed by an individual contract for a duty day of six (6) hours or more and a school year of more than one hundred (100) duty days.
- B. Part-time Teachers
1. A part-time teacher is a teacher who is employed by an individual contract for a duty day of more than three (3) hours and less than six (6) hours.
 2. A part-time teacher for more than three (3) hours and less than six (6) hours shall receive pro-rated insurance benefits as established by Article X, A, B, C, and D.
 3. The parties agree that the School District is only obligated to allow part-time teachers to participate in the School District insurance program on pro-rata basis, and if such teachers are ineligible to participate under the terms of any existing insurance contracts, the School District shall have no further responsibility.
 4. A part-time teacher who is employed for more than three (3) hours and less than six (6) hours shall receive pro-rated sick leave at the rate of one day per month of employment equal to part-time daily pay.
- C. Job Sharing
1. Eligibility: Teachers must work in the school district a minimum of three years before beginning a job sharing assignment.
 2. Application: Teachers who wish consideration for job sharing must apply to the Superintendent, with a copy to the exclusive representative, on or before January 30 of any contract year preceding a job sharing appointment and file with the application a general plan and request for benefits to cover the anticipated term of job sharing. Applications may be withdrawn through March 1st of the academic year. The employee must be notified by March 31st of the superintendent's decision. The employee must reapply each year.
 3. TRA Contribution: In the event that the teacher and the school district agree to a job sharing arrangement, the school district shall agree to pay that portion of the teacher's contribution pursuant to Minn. Stat. 354.66, § 4.

4. Salary Schedule: A teacher involved in job sharing shall continue to advance normally on the salary schedule.
5. Seniority: Teachers who have taught full-time in the District immediately prior to such assignment shall retain full seniority earned prior to becoming a job sharing teacher and accrue one year seniority for each year in a shared position. Such qualified job sharing teacher shall not be placed on un-requested leave of absence before a less senior full-time qualified teacher.
6. Tenure: A teacher may job share for five consecutive years with no reduction in tenure. Teachers who apply for a sixth consecutive year will be tenured only to the FTE of their job share.
7. Sick Leave: Job sharing teachers shall retain sick leave benefits accrued immediately prior to such assignment and shall be granted additional sick leave on a pro rata basis.
8. Insurance: Job sharing teachers who wish to participate in the district sponsored insurance program shall receive pro rata contributions as outlined in Article VIII.
9. Curriculum and Workshop Days: Job sharing teachers shall attend full curriculum days and full workshop days without payment of additional salary.
10. Other Duties: Job sharing teachers shall have the following professional responsibilities without payment of additional salary, unless modified in writing by mutual consent:
 - a. Plan and implement a job sharing model as mutually agreed by both partners and the building principal.
 - b. Attend all curriculum and workshop days.
 - c. Grade report cards and attend parent conferences/open houses.
 - d. Attend staff and unit meetings on each individual's scheduled work day and communicate information and directives to the other partner in a timely fashion.
 - e. Ensure effective communication between partners and between the school and parents by regularly using written correspondence, telephone communication, etc.
 - f. Jointly plan and organize curriculum and instruction on a weekly basis.
 - g. Both partners will jointly teach the first day and last day of the school year.
 - h. Put forth their best effort to teach on days when the partner uses non-emergency, pre-scheduled or professional leave days.
 - i. Prepare and complete an end of the year evaluation process in cooperation with and approved by the building principal.

D. Long-term Substitutes

1. A long-term substitute teacher is a teacher who is employed by an individual contract for a duty day of more than six (6) hours and for more than thirty (30) consecutive duty days.
2. A long-term substitute teacher shall receive insurance benefits as established by Article X, A, B, C, and D.

3. A long-term substitute teacher shall receive sick leave as established by Article XI.

E. Casual Substitutes A casual substitute teacher is a teacher who is employed on an occasional basis for less than thirty (30) consecutive duty days. A casual substitute teacher's terms and conditions of employment shall not be governed by this Contract.

Article IX. Additional Assignments

A. Additional Compensation Coverage Nothing contained in this Article or Schedules C and D shall be interpreted as applying to faculty meetings, work on professional committees, parent meetings, individual parent and teacher conferences, or other similar professional responsibilities.

B. Additional Teaching Assignments

1. Teachers may enter into separate contracts with the School District for the performance of additional teaching duties during the normal duty day. It is the teacher's obligation to notify the Association President of the contents of said contract. Teachers entering into separate contracts shall be compensated in accordance with the following:

- a. Teachers contracting for one (1) hour of classroom teaching in excess of five and one-half (5-1/2) hours per duty day shall be compensated for such additional teaching at the rate of 10 percent of their basic salary schedule compensation per semester class.
- b. Teachers contracting for one (1) hour of study hall supervision in excess of five and one-half (5-1/2) hours per duty day shall be compensated for such additional teaching at the rate of classroom substitutes on Schedule D.

2. Teachers may enter into separate contracts with the School District for the performance of teaching duties in addition to the normal school year. Teachers entering into separate contracts shall be compensated in accordance with the following:

- a. Teachers contracting for duty days in excess of those established by Article XV, A shall be compensated at the daily rate of the teachers' current school year basic salary schedule income.
- b. Teachers contracting for summer school teaching shall be compensated in accordance with Salary Schedule D.

3. Independent study is an option for a student to complete a course and remain in the school district. The student would work through the high school counseling office in proposing independent study. The student would be assigned by the Building Principal to a teacher on staff who agrees to the assignment. Said teacher would develop course expectations for the student, supervise the independent study, evaluate student work, and assign an appropriate letter grade. Upon approval of the Building Principal, a stipend of \$500 would be paid to the independent study teacher.

C. Classroom Substitution Staff must take full or half days when needing a substitute. Less than half-day requires teachers to trade or cover for each other with no payment or comp-time option.

D. Extracurricular Assignments Teachers may enter into separate contracts with the School District for the performance of extra tasks and duties which are performed outside the normal duty day. During the term of the Contract, compensation for teachers performing the extracurricular assignments listed in the Athletic Extra Pay Schedule (Schedule C) and the General Extra Pay Schedule (Schedule D) shall be determined by such schedules.

1. Extracurricular payments for activities which are duty year in duration shall be paid in accordance with Article VII, G.
2. Extracurricular payments for activities which are per issue, per event or per activity shall be paid following the completion of the issue, event, or activity.
3. Teachers employed for seasonal activities will be paid in six (6) equal payments in accordance with the following schedule:

<u>Sports</u>	
Fall	Sept., Oct., Nov.
Winter	Dec., Jan., Feb.
Spring	Mar., April, May

E. Filling Assignments

1. The School Board shall determine which additional positions are to be filled.
2. Vacancies and Application for Transfer: The School District will post notices of all vacant positions in each building with a copy to the Association. Each notice shall contain the date it was actually posted. A teacher shall be eligible to apply for transfer to a vacant position for the purpose of this Article only if such teacher has a currently valid license as required by the state (other than a limited or provisional license) to teach in such subject matter or field. Any teacher may apply for a transfer to any vacant position by filing a written request with the superintendent's office with a copy to the appropriate building principal, within ten (10) duty days from the date of posting if the vacancy occurs during the school year and at least ten (10) duty days before the end of the school year. Summer vacancies will require a posting period of twenty (20) calendar days and mailing of notice of vacancy to eligible teachers. The school district shall consider all timely written requests for voluntary transfer before permanently filling any vacant teaching position. The school district shall have the right to fill vacant positions on a temporary basis pending completion of the application process. Sabbatical leave vacancies will be filled in accordance with procedures outlined in Article VII.
3. Selection for Transfer: The school district shall make every reasonable effort to grant requests for voluntary transfer to the extent that such requests are consistent with the educational needs and requirements of the district. A selection committee will be formed to consider all requests for transfer and will consist of:
 - a. Principals of both the outgoing and incoming buildings,
 - b. a teacher, selected by the Association,
 - c. a non-licensed employee, selected by the Secretarial/Staff Assistant bargaining unit, and
 - d. a parent, selected from a pool of volunteers.

The committee will advise the building Principal of the suitability of the candidate(s) based upon the following criteria: appropriate licensure, experience, interest, best interest of both the students of the requested transfer and the vacancy that would be created if the transfer were authorized, specific qualification of the new position and the needs of the district.

In the event that it is determined that two or more applicants are suitable for the transfer, the teacher highest on the seniority list shall be preferred. Each teacher applying for voluntary transfer shall be promptly notified in writing of the disposition of their request. The final decision rests with the school district.

4. The School Board shall fill extra teaching, extracurricular, and additional assignments on a voluntary basis from among qualified teacher applicants. The Association and the School District agree, however, that in the absence of qualified applicants, because of special circumstances, or because of the needs of the School District, the School Board reserves the right to assign additional assignments to qualified teachers in order to fill the position.

F. Status of Schedules C and D The compensation established by Schedules C and D shall be considered part of this Contract. Schedules C and D shall not be construed as a part of a teacher's individual contract.

Article X. Insurance

A. The School District shall contribute one hundred percent (100%) of the monthly premium cost of a fifty thousand dollar (\$50,000) group term life insurance policy for all eligible and enrolled full-time teachers. The group life insurance policy will provide one hundred thousand dollars (\$100,000) in the event of accidental death.

B. Income Protection Insurance The School District shall contribute one hundred percent (100%) of the monthly premium cost of a group income protection insurance policy for all eligible and enrolled full-time teachers.

1. The policy shall have a ninety (90) continuous calendar day waiting period before benefits begin.

2. The policy shall provide a benefit of two-third (2/3) of the teacher's net monthly salary to a maximum payment of seven thousand (\$7,000) per month.

3. The policy shall provide for benefit payments to age seventy (70) or until termination of the disability, whichever occurs first.

C. Hospitalization Insurance

1. For the 2009-10 and 2010-11 school years the School District shall contribute 73.8% in 2009-10 and _____% in 2010-11, not to exceed \$328 per month, toward the premium cost for the single traditional plan and 95.2% in 2009-10 and _____% in 2010-11, not to exceed \$350 per month, toward the premium cost for the single high deductible plan for all eligible teachers

employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan.

2. For the 2009-10 and 2010-11 school years the School District shall contribute 80.5% in 2009-10 and _____% in 2010-11, not to exceed \$1,082 per month, toward the premium cost for the family traditional plan and 97.1% in 2009-10 and _____% in 2010-11, not to exceed \$1,082 per month, toward the premium cost for the family high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan.
3. Beginning October 1, 2004, the District shall offer a high-deductible health insurance plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District:
 - a. Single Coverage: The School District will make a \$400 annual contribution to the employee's VEBA account.
 - b. Dependent Coverage: The School District will make an \$800 annual contribution to the employee's VEBA account.
 - c. Timing of Deposits: Deposits to the VEBA accounts will be made on a quarterly basis for the first year and on a monthly basis thereafter.
 - d. Administrative Costs: The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' VEBA accounts.

D. Dental Insurance The School District will contribute to a maximum of \$27.18 toward the monthly premium of single dental insurance, or \$70.94 toward the monthly premium for family coverage for all eligible and enrolled teachers employed .73 or more. Any amount exceeding the District contribution for the duration of this contract will be shared equally (50/50) between the School District and eligible employee.

E. Workers' Compensation The School District will provide workers' compensation coverage as required by law.

F. Tax Sheltered Annuity Teachers may voluntarily participate, at their cost, in School District approved tax sheltered annuity programs. The School District shall contribute on behalf of any participating teacher toward a tax sheltered annuity program in accordance with the provisions as outlined in Article XV. Teachers electing to participate must notify the School District by September 15th of the school year of participation.

G. Payroll Deductions The difference between the monthly premium costs of the group insurance plans and the School District's contributions established by Article X, C-1 & 2 and D shall be paid by enrolled teachers through payroll deduction.

H. Voluntary Participation Participation by any eligible full-time teacher or part-time teacher in the insurance plans established by this Article is voluntary. Eligible teachers who choose not to participate shall receive no additional compensation in lieu thereof.

- I. Claims Against the School District The School District and the Association agree that any description of insurance benefits contained in this Article are intended to be informational only and eligibility of any teacher for benefits shall be governed by the terms of the insurance policies contracted by the School District and an insurance carrier pursuant to this Article. The School District's obligation is to contract for insurance policies and contribute such amounts as established by this Article.
- J. Duration of Insurance Contribution Teachers are eligible for School District contributions as provided in this Article as long as the teacher is employed by the School District.
1. Teachers who retire or are placed on un-requested leave of absence, or who are terminated following the completion of a normal school year, as defined by Article XV, B, shall have School District contributions made on their behalf through the month of August.
 2. Teachers who are placed on un-requested leave of absence, and who have not completed a normal school year, as defined by Article XV, B, shall have School District contributions made on their behalf through the month of June.
 3. Teachers who resign or who are dismissed for cause from employment prior to the completion of the normal school year, as defined by Article XV, B, shall have all School District contributions cease, effective as of the last day of employment.
 4. Teachers who retire and do not qualify for Medicare shall have the option of purchasing health coverage from the School District's insurance carrier.
- K. Distribution of Policies The School District shall distribute copies of all insurance policies established by this Article to each teacher covered by said insurance.

Article XI. Paid Absences

For the purposes of this article the daily rate of pay is based on the calculated annual FTE on the employee's assignment sheet.

- A. Sick Leave
1. Sick leave *with pay* shall be granted to teachers in the amount of twelve (12) days per normal school year for absences necessitated by:
 - a. the illness or injury of a teacher which prevents the adequate performance of teaching duties and responsibilities;
 - b. the serious illness of a member of a teacher's immediate family for which other reasonable arrangements for care cannot be made;
 - c. the death of a member of the teacher's immediate family; or,
 - d. disability caused by pregnancy.
 2. For the purposes of this section, immediate family shall mean: father, mother, spouse, child, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, significant other, parents of significant other, or children of significant other.

3. Added time beyond the amount of time granted due to a death in a teacher's immediate family shall be determined at the discretion of the Superintendent.
 4. Unused sick leave may be accumulated to a maximum of 240 days.
 5. Teachers qualifying for sick leave benefits shall have School District insurance contributions made on their behalf in accordance with Article X, until the exhaustion of accumulated sick leave or until the commencement of income protection insurance benefits, as established by Article X, B, whichever occurs later. Teachers exhausting accumulated sick leave prior to the commencement of income protection insurance benefits shall have insurance contributions made on their behalf until income protection insurance benefits begin.
 6. A part-time teacher who is employed for more than three (3) hours and less than six (6) hours per day shall receive pro-rated sick leave at the rate of one day per month of employment equal to part-time daily pay.
 7. The Superintendent has the right to verify the use of sick leave by requiring the submission of a physician's report.
- B. Paid Time Off Four (4) non cumulative paid time off days shall be granted each normal school year. Such days shall be granted by the Superintendent according to the following guidelines:
1. In emergency situations, written requests for paid time off may be submitted after the fact. It is understood that the teacher will assume the responsibility in such an emergency of notifying his/her principal at the earliest possible time.
 2. Paid time off will not normally be granted to more than two individuals per building per day.
 3. Under no circumstances may paid time off be used to engage in a strike, picketing, bannering or in any other concerned activity regarding conditions of professional service or policies of the School Board or in activities which disrupt the normal activities of any school.
 4. A part-time teacher contracted for twenty (20) to thirty (30) hours a week shall receive on a pro-rata basis, two (2) non-cumulative paid time off days per normal school year for the purposes designated in Article XI (B6). Pro-rated paid time off shall be granted to Title I personnel.
 5. Paid time off must be taken for a minimum of one hour.
 6. An employee that has earned but not used annual personal days shall be compensated at one hundred and thirty (\$130) per day.
- C. Bereavement Leave Upon advance notice and arrangement with the office of the principal, up to five (5) days paid leave, non-cumulative, may be used by a teacher for the attendance at or arrangement of the funeral of a teacher's spouse, child, parent, dependents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, significant other, parents of significant other,

children of significant other, or brother or sister of significant other. Up to three (3) days paid leave, non-cumulative, deducted from sick leave, may be used by a teacher for attendance at or arrangement of the funeral of a teacher's grandparent, grandchild, aunt or uncle, spouse's grandparent, significant other's grandparents. One (1) day of leave, non-cumulative, deducted from sick leave, may be used by a teacher for the attendance at or arrangement of the funeral of another family member or a friend. Leave may be granted at the Superintendent's discretion for other circumstances.

D. Jury Duty

1. Teachers summoned to jury duty may be granted paid absence, not deducted from sick leave, for the duty days the teacher is required to serve in such capacity.
2. Teachers granted paid absence for jury duty shall be paid their daily Salary Schedule compensation, less jury duty fees for each duty day of absence.
3. Teachers may request exemption or postponement from jury duty as provided by Minnesota law.

- E. Disaster Leave Additional sick leave benefits shall be granted to any teacher who has exhausted accumulated sick leave benefits, if such teacher has been continuously disabled and unable to teach for a period of 30 or more consecutive days, as certified by a physician. Disaster leave benefits shall commence as of the duty day immediately following the last day of regular sick leave payment. Disaster leave benefits shall continue only for a period during which the teacher remains continually disabled and unable to teach and shall cease on the 78th calendar day of total disability.

Article XII. Leaves of Absence

- A. Short-term Leave Without Pay Teachers may be granted absences without pay to a maximum of five (5) duty days per school year. Requests for absence without pay shall be made in writing, at least three (3) calendar days in advance of the date of absence; however, the three (3) calendar day notice may be waived by the Superintendent in cases of personal emergency. The approval of requested absence without pay shall be at the sole discretion of the superintendent. Teachers requiring an absence without pay in excess of five (5) duty days during the year, shall request a leave of absence without pay in accordance with the provisions of Article XII (B).
- B. Long-term Leave Without Pay A leave of absence without pay for up to twelve (12) calendar months may be granted to any teacher upon written application and subject to the approval of the School Board for the purpose of furthering a teacher's education, service as full-time officer of the Association or on its staff, campaigning for or running for public office, holding public office (for term of the office) or for other extenuating circumstances.
1. Upon return from such leave a teacher shall advance on the Salary Schedule in accordance with the provisions of Article VII, C.

2. The individual contract shall remain in effect and the teacher shall retain all fringe benefits which had accrued prior to taking the leave of absence without pay.
3. Request for an unpaid leave of absence shall be made in writing no later than ninety (90) calendar days prior to the commencement of the leave with the exception of requests for extenuating personal circumstances.
4. A leave of absence without pay may be extended for an additional period, not to exceed twelve (12) calendar months, at the sole discretion of the School District.
5. Teachers on an unpaid leave of absence shall be notified by the School District prior to March 1 requesting whether such teacher shall return to employment the next school year. The teacher shall notify the School District by April 1 whether the teacher shall return to employment. Teachers who fail to give such notice shall not be reinstated unless such reinstatement is agreed to by both the teacher and the School District.

C. Child Care Leave The School Board will grant child care leave to any teacher who makes written application for such leave subject to the following:

1. The teacher shall submit a written application for leave to the School Board at least ninety (90) calendar days prior to the desired start of the leave except that in case of adoption, the teacher shall upon learning the date of adoption, submit such written application effective the date of adoption and further that in the event of illness to a child, the teacher shall give as much notice as possible of intent to take child care leave.
2. The leave shall begin at a date determined by the Superintendent in consultation with the teacher and may be for a mutually agreed upon time, not to exceed fifteen (15) months. In determining the beginning date, if there is no mutual agreement, the Superintendent shall take into account individual capacities and characteristics, the ability to perform specific duties of employment, efficiency, willingness to continue work, and some natural break in the educational program.
3. At least one-hundred and twenty (120) calendar days prior to the expiration of the leave, the teacher shall signify intent to return to the teacher's original position or to a position of like status. In determining the actual date of return to duty the Superintendent shall consult with the teacher in an attempt to determine a mutually agreeable date of return. If there is no mutual agreement, the Superintendent shall establish a date of return after taking into consideration individual characteristics and capacities, willingness to return to work, and some natural break in the educational program.
4. In the event a teacher is disabled prior to the commencement of a scheduled child care leave, he or she will have the option of either using sick leave days to cover the disability or moving the beginning date of child care leave forward to include the days of disability.
5. A teacher will be granted one (1) additional school year of leave by submitting a written request no later than April 1 prior to the beginning of a school year for which the extended leave is requested. However, a teacher requesting an additional school year of child care

leave shall not be allowed to return to duty during the term of that leave. The School Board is under no obligation to reinstate a teacher who does not comply with the above requirements.

6. The continuing contract shall remain in effect and the teacher shall retain all fringe benefits which had accrued prior to taking child care leave of absence. The teacher shall not accrue additional experience credit for pay purposes or accrue additional leave time during the period of absence for child care leave.
7. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the employer to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.
8. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of a leave.
9. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance company 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 employer shall provide a statement of costs due for all insurance benefits. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to employment pursuant to this section.
10. Pay and Fringe benefits will be calculated in accordance with the Family and Medical Leave Act (PL103.3).

D. Sabbatical Leave

1. Eligibility A sabbatical leave of absence for one (1) year may be granted to teachers for the purpose of study after six (6) consecutive years of service. This leave is granted in order that a teacher may maintain and/or improve the quality of instruction or for professional advancement. No leave shall be granted for less than eighteen (18) weeks. The proposed program of study must be approved in advance by the Superintendent.
2. Application for Sabbatical Leave Applications for sabbatical leave must be filed by January 1 for all the leaves which are to be taken during a portion of or for the entire following school year. Sabbatical leave requests must be filed each year. No requests will be held over from one year to the next. Granting of a sabbatical leave to pursue a particular field implies endorsement of this goal for consideration for placement upon completion. The departure and return dates of teachers on sabbatical leave should, to the extent possible, coincide with the normal transition periods of the school calendar.
3. Allotment No more than one (1) teacher may be on a sabbatical leave at any time.

4. Credits Required for Sabbatical Leave If the sabbatical leave is granted for the purpose of study at the undergraduate level or for a Masters Degree, the teacher must complete at least nine (9) credit hours of work during the semester or quarter for which the leave is granted. Work beyond the Masters Degree requires at least six (6) credit hours each semester or quarter.
 5. Itinerary for Travel If the sabbatical leave is granted for the purpose of travel, the itinerary must be submitted with the application. The itinerary must be approved by the Superintendent and the School Board before the leave is granted.
 6. Financial Allowance The allowance granted to a teacher on sabbatical leave shall be determined by the School Board and shall be fifty percent (50%) of the contract salary of the teacher, for the school year during which the sabbatical is granted. A teacher may exercise the option of selecting one (1) semester of leave at full pay for the purposes of study only, subject to the conditions previously outlined. The teacher shall receive the same fringe benefits that are granted to full-time teachers.
 7. Position on Return from Leave Upon returning from sabbatical leave the teacher shall return to the teaching position held immediately prior to the leave. Other assignments may be made by mutual consent.
 8. Salary Upon Return from Leave The teacher who has been on sabbatical leave will receive the full yearly increment, provided the teacher has fulfilled the plans approved by the Superintendent.
 9. Teachers Obligation Upon Return A teacher who is granted a sabbatical leave must pledge to return to the School District for three (3) full years following the termination of leave. If a teacher chooses to discontinue his/her service before the expiration of the three (3) years for any reason other than the incapacity to work, the teacher shall pay back to the School district the pro-rata amount of the sabbatical allowance.
 10. Report of Activities Upon the return from a sabbatical leave and before the end of the first quarter back at work, the teacher shall present to the Superintendent for transmission to the School Board a report of the teacher's activities while on leave. This report should describe all of the important activities of the teacher and wherever possible relate these activities to teaching duties and responsibilities. Judgments regarding the benefits obtained from the sabbatical should be included.
- E. Failure to Return from Leave Teachers who do not return to duty at the expiration of any leave of absence provided by Article XII, A, B, C, or D shall be considered to have resigned.
- F. Continuation of Insurance
A teacher on an approved leave of absence established by Article XII, A, B, C, or D may continue to participate in the group insurances established by Article X, to the extent permitted by the insurance policy, at the teacher's personal expense. A teacher electing to continue participation in the group insurance programs shall arrange to pay the full monthly premiums through the District

Office. Any insurance benefit based upon income shall be calculated on the salary received during the last normal school year the teacher was on duty.

- G. Continuation of Seniority A teacher on an approved leave of absence established by Article XII, A, B, C, or D shall continue to accrue seniority during the period of the approved leave of absence.

Article XIII. Un-requested Leave of Absence

- A. Purpose This Article has been agreed upon by the School District and the Association pursuant to the provision of Minn. Stat. (2000) 122A.40, §10, and shall constitute the procedure for placing teachers on un-requested leave because of discontinuance of position, lack of pupils, financial limitation or merger of classes caused by consolidation of districts. Accordingly, the provisions of Minn. Stat. (2000) 122A.40, § 11 shall not be applicable to any continuing contract teacher employed by the School District. The School District shall follow the procedure set forth in Article XIII.

1. In the event that un-requested leaves of absence are contemplated by the School District, the School District shall consult with the Association prior to April 1 in a good faith effort to minimize the adverse affect of such leaves on the teaching staff and on the educational program of the School District.
2. In determining the number of teachers to be placed on un-requested leave, the School District shall first ascertain the number of District teaching positions for the next year. Present and projected enrollment, the financial status of the District, desired class sizes, and subject area consideration shall be used, as well as discontinuance of positions, lack of pupils, financial limitations, or merger of classes caused by consolidation, to determine the number of District teaching positions for the next school year.
3. The need may arise for the involuntary transfer of teaching staff members in order to minimize the adverse effect on the educational programs staffed by the teachers placed on un-requested leave. The School District shall discuss involuntary transfers with the Association prior to making such transfers. Such transfers shall be made prior to May 15 for the following school year whenever possible.

B. Prior Notification

1. Teachers to be placed on un-requested leave of absence shall be personally notified whenever possible of such leaves. If such notice is by mail, it shall be restricted delivery mail with return receipt requested. The Association shall also be notified of such leaves in the same manner within three (3) days of the notification of the teacher placed on un-requested leave.
2. Notification of the intent to place a teacher on un-requested leave shall be sent to the teacher and the Association as soon as possible after an official action is taken to reduce staff, but in no event later than May 15 of the school term prior to the commencement of the intended un-requested leave.

C. Disputes Over Un-requested Leave Procedures

1. A teacher who believes he or she has been unjustly placed on un-requested leave may pursue the complaint through the grievance procedure.
2. In the event that a teacher has been found to have been unjustly placed on un-requested leave, the said teacher shall be recalled to his or her teaching position and shall be compensated for any losses suffered as a result of such un-requested leave, less any unemployment compensation he or she may have received during the leave period.

D. Order of Un-requested Leave

1. All teachers with limited permits and provisional certification as well as probationary teachers shall have their contracts terminated before any tenured teacher is placed on un-requested leave.
2. Then placement on un-requested leave shall be made on the basis of seniority within the field(s) for which the teacher is licensed. A teacher shall not be placed on un-requested leave when a combination of teaching assignments exists within the appropriate division for which said teacher is licensed, providing said teacher has greater seniority than the teacher(s) presently holding the assignment(s). In the event a teacher has not taught in that licensed area for at least one semester, or its equivalent, within the last five years, the school board will pay for course work needed to update the affected teacher in that licensed area. The Superintendent shall propose a reasonable time period and course of preparation to fulfill the requirements of this section.
3. All layoffs shall become effective July 1 of each calendar year.

E. Determination of Seniority

1. Seniority shall be defined as the length of continuous employment of a teacher from the most recent date of employment. Continuous employment for purposes of seniority shall include all employment for the School District in the capacity of a teacher, as defined by Article I, F-4 including those teachers who have had previous administration employment in the School District and who became a member of the teacher bargaining unit prior to June 30, 1976.
2. Only service during the normal school year and normal school day, as defined in the contract, will count toward seniority.
3. In any one fiscal year, a teacher shall accrue a maximum of one year's seniority for all services performed.
4. A full year of seniority shall be granted for any full-time teacher as defined in Article VIII, A. Full-time teachers with continuing contract status who accept employment for less than full time, including all teachers on paid leaves and leaves of absence, shall continue full year seniority accrual.
5. A half year of seniority shall be granted for long-term substitutes who teach one semester or less and also for part-time teachers as defined in Article VIII, B.

6. The School District shall prepare from its records as of October 1 of each year, a seniority list consisting of Kindergarten through Grade 12 (K-12).
7. The seniority list shall contain the name, seniority status and area(s) of licensure of each teacher.
8. On or before October 15 of each year, the School District shall post one (1) copy of the seniority list in the main office and teachers' lounge of each building to which teachers are assigned.
9. In determining seniority status, the date the School District approved the teacher's individual contract shall be used. If teachers have the same School District approval date, the date the School District offered the teacher a contract shall be used.
10. Teachers with identical seniority dates prior to July 1, 1974, shall be listed in the order of lane placement on the salary schedule as of September 15, 1974. The teacher who has attained the highest placement on the salary schedule shall be given the greatest seniority. If ties remain, further determination of seniority shall be made on the basis of the teaching license file folder number (on record with the State Department of Education) with the greatest seniority given to the teacher with the lowest file folder number.
11. Teachers shall continue to accrue seniority while on any approved leave of absence.

F. Bumping Rights

1. A teacher who receives notice of proposed placement on un-requested leave of absence may elect to displace a teacher with lower seniority status, provided that the displaced teacher is the least senior teacher for which both are licensed by the State Board of Education as per October 15 of the current school year.
2. A teacher shall be considered licensed for the purpose of this Article if such teacher has a valid license from the State Board of Education (other than a limited or provisional license) to teach in such subject area or field.
3. District employees other than members of the bargaining unit shall not be entitled to displace teachers in the bargaining unit.
4. A teacher who elects to exercise his or her right to displace another teacher under the provision on this section, shall do so by written notice to the Superintendent within ten (10) working days from the date of receipt of notice of proposed placement on un-requested leave.
5. A teacher displaced under the provisions of the section, shall be placed on un-requested leave of absence and shall be notified of such leave in accordance with the procedure set forth in Article XIII, C.

G. Status While on Leave

1. Teachers placed on un-requested leave of absence shall remain eligible for group insurance benefits at personal expense.
2. Payments of premiums by those teachers electing to continue group insurance benefits while on leave shall be made on the basis of quarterly, semiannual or annual payments, at the teacher's option.

H. Recall Procedure

1. No new teacher shall be employed by the School District while there is available, on un-requested leave of absence, a teacher who is licensed to fill the vacant position or combination of assignments compatible with the said teacher's license. A combination shall be arranged whenever possible so that the teacher with the highest seniority status shall be recalled first.
2. A recall list shall be maintained and updated annually by the School District. Teachers on the recall list for more than three years shall be dropped from the recall list and shall not be subject to the recall provisions of the Article.
3. As positions for which a teacher is licensed become available, he or she shall be recalled to employment in the inverse order of layoff, provided however, that no full-time teacher on the recall list shall be required to accept less than a half-time position. A teacher accepting a position of less than full-time, shall not jeopardize his/her right for recall to a full-time position.
4. The order of recall shall be determined by a teacher's seniority status at the time he or she was placed on un-requested leave.
5. Notification of recall shall be by either telephone call, in person with signature for verification or by restricted delivery mail with return receipt requested and shall be to the last known address provided by the teacher to the office of the Superintendent.
6. A teacher shall have up to fifteen (15) calendar days from the date of receipt of notification of recall in which to notify the Superintendent in writing of his or her intent to accept the School District's offer of re-employment or to indicate in writing his or her intent to waive his or her option to be re-employed in the position offered. Teachers recalled to employment shall report for work within two (2) weeks after the date of acceptance of recall.
7. If a teacher waives his or her right to re-employment in the position offered, the position shall be offered to the teacher with the next greatest seniority, provided that teacher is licensed for the position.
8. A teacher who is recalled shall be reinstated to his or her former position or to a position of similar nature and status. Such a teacher shall be placed on the next highest experience step of the current salary schedule than the step they were on at the time of placement on un-

requested leave and shall maintain tenure, salary, benefits, seniority, compensation and other advantages, received or accrued prior to such layoff.

- I. Termination of Rights A teacher's recall rights shall terminate should any of the following events occur:
1. Voluntary removal by a teacher of his or her name from the seniority list, provided, however, that no full-time teacher shall lose recall rights if he or she refuses recall to less than a full-time teaching position in accordance with Article XIII, E-1, 3, & 9.
 2. Resignation of teaching position;
 3. Retirement or attainment of retirement age as specified in this contract;
 4. Discharge or termination for cause;
 5. The expiration of three years from the commencement date of an un-requested leave of absence without having been recalled; or
 6. The expiration or revocation of a valid teaching license.
- J. Effective Date and Scope This Article shall be effective at the date of the signing of this Contract and shall govern all un-requested leaves until a new Contract between the School District and the Association is officially signed and ratified. This Article shall govern un-requested leaves for all licensed teachers and no other licensed employees shall be entitled to the protection of this policy. Licensed employees other than members of the teachers' bargaining unit shall not be entitled to exercise seniority privileges to displace teachers in the bargaining unit nor shall members of the teachers' bargaining unit exercise seniority privileges to displace other licensed employees.

Article XIV. Retirement Notification

- A. Teacher retirements are usually effective at the end of the school year. Teachers who plan to retire at the end of a school year must notify the School District of their intent to retire no later than April 1st of the school year in which the retirement is effective.
- B. Teachers who wish to retire at the end of the first semester must notify the School District by October 15th of the school year in which the retirement is effective.
- C. Requests for retirements at times other than the end of the school year or the end of the first semester may be granted at the discretion of the Superintendent.

Article XV. Early Retirement Incentive

The purpose of the Teacher Early Retirement Incentive Plan is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the District. The Plan will require

participation by the employee coupled with a matching contribution from the District. The objective of the Plan is to develop a long term solution to the concept of severance for younger teachers, while preserving more traditional plans for senior teachers (Section C). Such plan shall be conducted under the rules of I.R.C. 403(b). Employees may participate at only one level.

A. Teacher Retirement Trust Level I – (For teachers employed after June 30, 2000)

1. Eligibility
 - a. All full-time teachers whose initial employment in the district begins on or after June 30, 2000, may participate in a district matching annuity program provided in Minn. Stat. §356.24 once they have reached Step 3 on the salary schedule in the Master Agreement.
 - b. Teachers electing to participate must notify the School District by October 1st of the school year of participation. After teachers initially elect to participate in the District Matching funds program, they may change the contribution amount once/year.

2. Insurance Eligibility – Teachers at this level are not eligible for district-paid insurance upon retirement, but may continue in the district insurance plan at their own expense until the age of Medicare eligibility.

Defined Contribution Plan:

Step Placement	2009-10 Maximum Annual District Matching Contribution	2010-11 Maximum Annual District Matching Contribution
1 – 2	\$ 0	\$ 0
3 – 10	\$ 1,250	\$ 1,350
11- 15	\$ 1,500	\$ 1,600
16-20	\$ 1,750	\$ 1,850
21 – 25	\$ 2,000	\$ 2,100
26+ years of service	\$ 2,100	\$ 2,200
Maximum Career District Matching Contribution - \$24,000		

B. Teacher Retirement Trust Level II – (For teachers employed before June 30, 2000)

1. Eligibility
 - a. All full-time teachers hired prior to June 1, 2000, may participate in a district matching annuity program provided in Minn. Stat. §356.24 once they have reached step 6 on the salary schedule in the Master agreement.
 - b. Teachers electing to participate must notify the School District by October 1st of the school year of participation. After teachers initially elect to participate in the District Matching funds program, they may change the contribution amount once/year.

2. Insurance Eligibility – Teachers at this level are eligible for district-paid insurance upon retirement according to Article XIV, Section D.

3. Any full-time teachers who, because of age and step, will not be able to reach maximum career district contributions by the end of the school year in which they turn 58, will participate in the matching plan at an enhanced annual rate according to the negotiated schedule. These individuals will be contacted by the Business Office to clarify their maximum annual matching contribution.

Defined Contribution Plan:

Step Placement	2009-10 Maximum Annual District Matching Contribution	2010-11 Maximum Annual District Matching Contribution
1 – 5	\$ 0	\$ 0
6-10	\$ 1,250	\$ 1,350
11- 15	\$ 1,500	\$ 1,600
16-20	\$ 1,750	\$ 1,850
21 – 25	\$ 2,000	\$ 2,100
26+ years of service	\$ 2,100	\$ 2,200
Maximum Career District Matching Contribution - \$24,000		

C. Early Retirement Incentive (Level III)

1. Eligibility - Full-time teachers, as defined in this Agreement, who have completed at least fifteen (15) years of continuous service with the School District and have reached the age of 55, shall be eligible for an early retirement payment, pursuant to the provisions of this section, upon submission of written resignation, and acceptance by the School Board.
 - a. Time spent on approved leaves of absence, as provided in this Agreement, shall be included in the calculation of years of continuous service.
 - b. For purposes of this section, a teacher's age shall be that attained during the fiscal year (July 1 – June 30), at the end of which the teacher elects to retire.
 - c. This section shall not apply to any teacher discharged for cause by the School Board.

2. Teachers retiring who were forty-nine (49) years of age or older as of June 30, 2000, or who were eligible under the Rule of 90 during the 1999-00 school year must choose from one of the three mobility incentive plans listed below. They must notify the Business Office of their elected option before becoming eligible.

3. Plan Options:
 - a. *Severance option* – Eligible teachers who notify the School Board of their retirement and the date of retirement is effective at the end of the 2009-10 or 2010-11 school year, or at the end of each aforementioned year's first semester, are eligible to receive \$39,500 in 2009-10 or \$39,500 in 2010-11. Upon early retirement an eligible teacher shall receive the early retirement payment in three equal installments payable in a 24-month period beginning on July 15th of the year of the teacher's retirement.
 - b. *Sick leave option* – Eligible teachers who notify the School Board of their retirement and the date of retirement is effective at the end of the 2009-10 or 2010-11 school year, or at the end of each aforementioned year's first semester, are eligible to receive \$39,500 in 2009-10 or \$39,500 in 2010-11 if the employee has accumulated a minimum of 140 unused sick days. Upon early retirement an eligible teacher shall receive the early retirement payment in three equal installments payable in a 24-month period beginning on July 15th of the year of the teacher's retirement.
 - c. *Matching TSA option* – Teachers who elected (as of June 1, 2000) to participate in the matching plan at an enhanced annual rate according to a negotiated schedule, are kept on a separate list. That list of eligible teachers and their negotiated rates are available in the

Business Office. For the 2009-10 school year each individual's rate will increase by \$100 and for the 2010-11 school year each individual's rate will increase by \$100.

4. Teachers entitled to payments under this Section C, shall receive a District contribution into a 403(b) account established by the employee exclusively for the purpose of receiving such payment (the "Severance 403(b)").

The amount of the severance and timing of the payments shall be determined in accordance with this agreement for such employee, except that, in the event any such deposit would violate the applicable IRS limits on annual additions, the Board may adjust the payment schedule as needed.

In the event the full amount of severance cannot be deposited into the 403(b) due to the IRS limits, any amount remaining in the fifth year after retirement shall be paid out as taxable compensation, subject to all applicable employment taxes.

The District will only make contributions to investment vendors that have "hold harmless" agreements on file with the District. For each year after retirement, the employee must submit to the District a calculation verifying the maximum allowed 403(b) deferral for that year.

The retiree may not make any other deposits to the Severance 403(b) account until the District has paid out the entire amount of severance due.

5. Tax deferral of Severance Pay
 - a. This agreement will affect all present, future, and past retirees of SAVEA eligible for a severance payment.
 - b. SAVEA agrees that the Board shall make the severance payments agreed to upon in the Master contract for all association members to either a 401(a) or 403(b) Exclusive Benefit Plan set up for the district by AIG VALIC.
 - c. The school district contribution(s) (into the retiree's 401(a) or 403(b) account) will be made according to the same timeline as was provided for the direct payment of severance pay.
 - d. This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.
 - e. This agreement does not set precedent for any future issues.

D. Retiree Insurance

1. Teachers who are employed by the District as of April 1, 2000, and who are eligible for early retirement shall have the option to participate in the group health and hospitalization insurance program established by Article X, C-1 & 2. For those teachers electing to participate, the District will contribute up to \$388 per month, single coverage only for the 2009-10 school year, and up to \$388 per month, single coverage only for the 2010-11 school year, up to a maximum of eight years or Medicare eligibility whichever is first according to the following formula:
 - a. Two years of health insurance will be granted upon early retirement.

b. Additional years will be granted as follows:

- (i) One year of health insurance if the teacher has 20 years of service in the District;
- (ii) One year of health insurance if the teacher has 21 years of service in the District;
- (iii) One year of health insurance if the teacher has 22 years of service in the District.
- (iv) One year of health insurance if the teacher has accumulated 70 unused sick days.
- (v) One year of health insurance if the teacher has accumulated 140 unused sick days.
- (vi) One year of health insurance if the teacher has accumulated 180 unused sick days.

2. Teachers may elect to continue in the health and/or dental insurance program indefinitely by paying the full monthly cost of the health and/or dental insurance program in a manner prescribed by the School District.

3. Retirees will be permitted to continue to participate in the group life insurance program up to 18 months following retirement at their own expense.

E. Extended Leaves of Absence The School Board, at its sole discretion, may grant an unpaid extended leave of absence to a teacher in accordance with Minn. Stat. 122A.46, § 1.

Teachers granted an extended leave of absence in accordance with Article XIV, C may individually elect to participate in the group insurances established by Article X, to the extent permitted by the insurance policy, at the teacher's personal expense. A teacher electing to continue participation in the group insurance programs shall arrange to pay the full monthly premiums through the District Office.

F. Part-time Teaching Option The School Board, at its sole discretion, may grant a part-time teaching option to a teacher in accordance with Minn. Stat. (1978) §354.66.

Article XVI. Hours of Service

A. Normal Duty Day

- 1. The normal duty day for full-time teachers shall be eight (8) hours, including a thirty (30) minute duty-free lunch period.
- 2. The normal duty day for part-time teachers shall be three (3) hours or more and less than eight (8) hours, including up to a thirty (30) minute duty free lunch period determined on a pro-rata basis, but not less than fifteen (15) minutes. A part-time teacher's duty shall be established based on the ratio of one (1) hour of student contact equals one (1) hour and thirty (30) minutes of duty.

B. Normal School Year The normal school year for full-time and part-time teachers shall be one hundred eighty-five (185) duty days for teachers who have taught in the School District the previous year and one hundred eighty-seven (187) duty days for teachers who have not taught in the School District the previous year.

C. Student Contact

1. Student contact for full-time teachers shall not exceed an average of five-and-one-half (5½) hours of student contact per normal duty day. Full-time teachers assigned in excess of an average of five-and-one-half (5½) hours of student contact per normal duty day shall be compensated in accordance with Article IX, B for all hours in excess of five-and-one-half (5½).
2. Student contact for part-time teachers shall not exceed an average of five (5) hours of student contact per normal duty day.

D. Hours of Duty The specific hours of the duty day for teachers may vary according to the needs of the educational program.

E. Professional Responsibilities

1. Normal teaching duties for both full-time teachers and part-time teachers include the responsibility to attend and participate in faculty meetings, professional and educational committees, PTA meetings, individual parent-teacher conferences, or other similar professional responsibilities which are scheduled or which may require performance outside of the teacher's duty day.
2. Meetings which exceed a teacher's duty day may be called by the Department Chairperson, Principals, Superintendent, or the Director of Teaching and Learning.
3. An important responsibility of a teacher is to work with students on an individual basis. To meet this responsibility, work in excess of the duty day may be necessary.

F. Limitation of Service Teachers shall not be required to supervise lunchrooms, playgrounds, hallways, or detention periods; however, this shall not be interpreted to imply that the teacher has no responsibility to look after the welfare and safety of any student in these situations. Teachers shall continue to be alert to problems in hallways, between classes, or at any other time that the teacher witnesses problems whether on playgrounds, hallways, lunchrooms, or on any other part of school property and shall be responsible for taking appropriate action, including notification of the Principal.

G. School Closing

1. In the event a duty day(s) is lost due to an emergency closing, teachers shall perform teaching duties on such day(s) as the School Board shall determine.
2. In the event that it becomes necessary to modify the school calendar, because of school closings of three or more teacher duty days per school year, the School Board shall notify and consult with the Association concerning the calendar modification.

Article XVII. Grievance Procedure

- A. Grievance Definition A grievance shall mean an allegation by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the provisions of this Contract or employment-related policies of the School District.
1. Contract Grievance A contract grievance shall mean an allegation by a teacher or the Association that the provisions of this Contract have been violated, misinterpreted, or misapplied. A contract grievance may be processed through the entire procedure established by this Article, including arbitration.
 2. Policy Grievance A policy grievance shall mean an allegation by a teacher or the Association that an employment-related policy of the School District has been violated, misinterpreted, or misapplied. A policy grievance may be processed through the grievance procedures hereinafter set forth to the level of the School Board, but shall not be subject to arbitration.
- B. Representative The teacher, administrator, Association, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.
- C. Definitions and Interpretations
1. Time Limits All time limits herein shall consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process. If notification of a pending grievance is not filed in writing to the School Board's designee within forty-five (45) days after the alleged grievance, then the grievance shall be considered waived except in the case where an employee is removed from his/her immediate assignment; e.g., leave of absence, sabbatical leave, or summer vacation, in which case due allowance shall be granted to written correspondence if necessary. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.
 2. Extension Time limit specified in this Article may be extended by mutual agreement.
 3. Days Reference to days regarding time periods in this procedure shall refer to teacher duty days.
 4. 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.
 5. Filing and Postmark The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

6. Deduction in Pay – Arbitration There shall be no deduction in pay for a teacher for attendance at a grievance arbitration meeting held during the teacher's duty day for the purpose of arbitration of that teacher's grievance. The Association may assist and/or represent the teacher in such arbitration and, if so the Association shall bear the cost for a substitute teacher for the Association representative, or for the teacher whose grievance is subjected to arbitration, at the Association's option, but in no event shall the School District be required to pay for more than one teacher representative at such arbitration meeting.

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

1. Informal Procedure If a teacher feels that a grievance exists, the teacher shall first discuss the matter with the Principal, or supervisor to whom the teacher is directly responsible, in an effort to resolve the problem informally. A teacher may request that a teacher rights advocate be present at the meeting. If after such discussion the teacher is not satisfied with the disposition of the matter, the teacher shall have the right to have a representative assist in further efforts to resolve the problem informally with the principal or supervisor involved.

2. Level I If a teacher is not satisfied with the disposition of the grievance through informal procedures, not to exceed ten (10) days, the grievance may be submitted in writing to the teacher's representative principal within three (3) days of the closing of informal procedures on the form provided. In no case must this be done later than forty-five (45) days after the alleged grievance occurred. Upon receipt of this written notification, the principal shall have five (5) days to render a decision and the reasons therefore in writing to the teacher.

3. Level II In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent shall set a time to meet regarding the grievance within seven (7) days after receipt of the appeal. Within seven (7) days after the meeting, the superintendent shall issue a decision in writing to the parties involved and the Association.

4. Level III If the teacher is not satisfied with the disposition of the grievance in Level II, or if no decision has been rendered by the Superintendent of Schools within seven (7) days after meeting with the aggrieved teacher or representative, the teacher may appeal the decision to the School Board in writing within five (5) days after receipt of the decision in Level II. Within twenty (20) days after receipt of the written appeal, the School Board shall hear the grievance. Within fourteen (14) days after the hearing the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board, other than the superintendent, may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

E. School Board Review The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the

parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

- F. Denial of Grievance Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.
- G. Arbitration Procedures In the event the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.
1. Request A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed with the superintendent within ten (10) days following the decision in Level III of the grievance procedure.
 2. Prior Procedure Required No grievance will be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
 3. Selection of Arbitrator Upon the proper submission of a grievance under the terms of this procedure, the School Board and the Association shall, within five (5) days after the request to arbitrate attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either the School Board or the Association may request the Bureau of Mediation Services (BMS) to submit a list of five (5) arbitrators, providing such request is made within twenty (20) days after request for arbitration. The School Board and the Association shall select an arbitrator in accordance with the rules and regulations of the BMS. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the BMS within the time periods provided herein shall constitute a waiver of the grievance.
 4. Submission of Grievance Information
 - a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the school district, the submission of the grievance which shall include the following:
 - (i) the issues involved,
 - (ii) statement of the facts,
 - (iii) position of the grievant, and
 - (iv) the written documents relating to Article XVI, G-1.
 - b. The School District shall make a similar submission of information to the Arbitrator with a copy to the Association relating to the grievance five (5) days before the time of the hearing.
 - c. The School District and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely upon any evidence not previously disclosed to the other party. However, in the event that new information of fact becomes evident, and in the opinion of either party could influence the decision reached in Level III, then, provided that the arbitration proceeding has not commenced, either party may resubmit the grievance to the Level III grievance procedure of Article XVI, D-4 and the other party shall be bound to such re-submittal of the grievance to Level III.

5. Hearing The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing *de nova*.
6. Decision The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided by the PELRA.
7. Expenses Each party shall bear its own expenses in connection with arbitration including expenses related to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration except as specifically agreed in Article XVI (C6).
8. Jurisdiction The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as to the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator shall give due consideration to the statutory rights and obligations of the public school board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.
9. Reprisals No reprisals of any kind will be taken by the School District or the administration against any teacher because of participation in the Grievance Procedure.

Article XVIII. No Strike – No Lock Out

- A. No Strikes During the term of this Contract neither the Association nor any individual shall engage in any strike.
- B. No Lock Out During the term of this Contract the Employer agrees that it will not engage in any lockout of teachers.

Article XIX. Title I Teachers

A. Compensation Title I teachers shall be paid an hourly rate according to the following schedule:

<u>In District</u>	<u>2009-10</u>	<u>2010-11</u>
0-5 Years	\$28.74	\$28.81
6+ years	\$29.60	\$29.67

B. Sick Leave

1. Title I teachers will be granted sick leave in accordance with Article XI, A.
2. A Title I teacher who is employed for more than three (3) hours and less than six (6) hours shall receive prorated sick leave at the rate of one day per month of employment equal to part-time daily pay.

C. Insurance Benefits Title I teachers shall not be eligible for insurance benefits established by this Agreement.

D. Seniority Title I teachers shall be placed on the District seniority list with full consideration for previous teaching experience. Teachers no longer serving in a Title I position and teaching elsewhere in the District will be granted seniority years from their initial date of employment.

E. Effect This Article contains a full and complete description of the contract benefits which apply to Title I teachers.

Article XX. Early Childhood Family Education Teachers

Section 1. Statutory Considerations: Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE) teacher who teaches in an early childhood and family education program which is offered through a community education program which qualifies for community education aid or ECFE aid must meet licensure requirements as a teacher. However, M.S. 122A.26 specifically provides that such licensure shall not be construed to bring such ECFE teacher within the definition of a teacher for purposes of M.S. 122A.40, Subdivision 1. or M.S. 122A.41, Subdivision 1.

Section 2. Application of Agreement: The employment of ECFE teachers is unique and market driven and, accordingly, requires particular consideration in the Agreement because of this unique employment relationship.

Section 3. Probationary Period: The probationary period of ECFE teachers shall be three (3) school years of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE teacher, and the ECFE teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE teacher may be suspended or discharged only for just cause, and such ECFE teacher shall have access to the grievance procedure.

Section 4. Layoff and Recall: ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE teachers.

Section 5. Compensation: ECFE teachers shall be compensated pursuant to the specific ECFE salary schedule, Attachment (A) or such other method as the parties may agree to and shall not be entitled to compensation on the regular teacher salary schedule.

Section 6. Applicable Sections of the Master Agreement: ECFE teachers shall be covered by the following sections of the Master Agreement:

Article I, Purpose
Article II, Recognition of Exclusive Representative
Article III, Duration
Article IV, School Board Rights
Article V, Association Rights
Article VI, Teacher Rights
Article XII, Leaves of Absence
Article XVII, Grievance Procedure
Article XVIII, No Strike/ No Lock Out

Section 7. Sections of the Master Agreement not Applicable: ECFE teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, continuing contract teachers:

Article VII, Compensation
Article VIII, Employment Status
Article IX, Additional Assignments
Article X, Insurance
Article XI, Paid Absences
Article XIII, Un-requested Leave of Absence
Article XIV, Retirement Notification
Article XV, Early Retirement Incentive
Article XVI, Hours of Service
Article XIX, Title I Teacher

Section 8. Hours of Service, Duty Day, Duty Week, and Duty Year: Recognizing the unique, changing, and irregular nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the program.

**SCHEDULE A
2009-10
BASIC SALARY SCHEDULE**

	Sem	BS	BS10	BS20	BS30	BS40	MA	MA20	MA20	MA30
		or	or	or	or	or	or	or	or	or
	Qtr.	BS	BS15	BS30	BS45	BS60	MA	MA15	MA30	MA45
Performance Incentive										
1		35,060	35,623	35,993	36,580	37,186	37,793	38,361	38,724	39,299
2		35,927	36,101	36,318	36,684	37,301	38,469	38,636	39,051	39,621
3		36,679	37,426	37,967	38,512	39,467	40,424	41,144	41,510	42,204
4		38,133	38,828	39,345	39,970	41,242	42,517	43,168	44,063	44,449
5		39,143	40,044	40,588	41,340	42,815	44,290	45,013	45,813	46,566
6		40,890	42,202	42,823	43,646	45,332	47,016	47,820	48,728	49,422
7		42,538	43,934	44,760	45,897	47,707	49,522	50,371	51,246	51,973
8		43,674	45,196	46,174	47,901	49,896	51,892	52,693	53,623	54,314
9		44,906	46,636	47,898	50,095	52,129	54,164	55,037	56,124	56,874
10		47,343	48,195	49,250	51,626	53,876	56,131	57,013	57,913	58,666
11		47,343	48,503	50,826	53,223	55,477	57,733	58,916	59,953	60,695
12		47,343	50,934	54,509	56,966	59,149	62,379	63,947	65,236	66,475
13		52,294	55,222	59,871	62,291	65,168	68,045	69,797	71,050	72,246
16		53,697	56,625	61,275	63,692	66,570	69,447	70,909	72,163	73,359
18		54,720	57,690	62,411	64,865	67,785	70,704	72,190	73,461	74,678
20		55,743	58,757	63,546	66,040	69,000	71,965	73,469	74,760	75,995
25		56,851	59,868	64,654	67,147	70,111	73,074	74,580	75,870	77,105

* Career increments are available to teachers who have served 20 or 25 years in School District 282.

A Ph.D. degree will receive \$2,595 above the MA45 qtr (MA30 sem) schedule for the 2009-10 school year.

**SCHEDULE B
2010-11
BASIC SALARY SCHEDULE**

	Sem.	BS	BS10	BS20	BS30	BS40	MA	MA10	MA20	MA30
		or	or	or	or	or	or	or	or	or
	Qtr.	BS	BS15	BS30	BS45	BS60	MA	MA15	MA30	MA45
Performance Incentive										
1		35,148	35,712	36,083	36,672	37,279	37,888	38,457	38,821	39,397
2		36,017	36,192	36,408	36,776	37,395	38,565	38,732	39,148	39,720
3		36,771	37,519	38,062	38,609	39,565	40,525	41,247	41,614	42,309
4		38,228	38,926	39,443	40,070	41,345	42,623	43,276	44,173	44,560
5		39,240	40,145	40,689	41,444	42,922	44,400	45,125	45,927	46,682
6		40,992	42,307	42,930	43,755	45,445	47,133	47,940	48,850	49,546
7		42,645	44,044	44,872	46,012	47,827	49,646	50,497	51,375	52,103
8		43,784	45,309	46,290	48,021	50,021	52,022	52,824	53,757	54,450
9		45,018	46,752	48,018	50,220	52,259	54,300	55,175	56,264	57,016
10		47,461	48,316	49,373	51,755	54,011	56,271	57,156	58,058	58,813
11		47,461	48,624	50,953	53,356	55,616	57,877	59,064	60,102	60,847
12		47,461	51,062	54,645	57,108	59,297	62,535	64,107	65,399	66,641
13		52,424	55,360	60,020	62,446	65,331	68,215	69,972	71,228	72,427
16		53,831	56,766	61,428	63,851	66,737	69,620	71,086	72,344	73,543
18		54,857	57,834	62,567	65,027	67,955	70,881	72,370	73,645	74,865
20		55,882	58,904	63,705	66,205	69,173	72,144	73,653	74,947	76,185
25		56,993	60,017	64,816	67,315	70,286	73,256	74,767	76,060	77,298

* Career increments are available to teachers who have served 20 or 25 years in School District 282.

A Ph.D. degree will receive \$2,595 above the MA45 qtr (MA30 sem) schedule for the 2010-11 school year.

SCHEDULE C
Athletic Extra Pay Schedule

<u>Activity</u>	<u>2009-10</u>		<u>2010-11</u>	
	Step 1	Step 2	Step 1	Step 2
ATHLETIC DIRECTOR	8,676	9,638	8,698	9,663
BASEBALL				
Sr. High Head	4,196	4,665	4,206	4,677
B Squad Head	2,743	3,044	2,750	3,052
C Squad Head	2,336	2,570	2,342	2,577
BASKETBALL (Boys and Girls)				
2 Sr. High Head	5,594	6,220	5,608	6,235
2 B Squad Head	3,825	4,251	3,834	4,262
2 9th Grade Head	2,836	3,403	2,843	3,411
2 8th Grade Head	1,418	1,702	1,422	1,706
2 7th Grade Head	1,418	1,702	1,422	1,706
CROSS COUNTRY (Boys - Girls)				
Head Coach	3,558	3,911	3,594	3,920
Asst. Coach	1,691	1,880	1,695	1,884
FOOTBALL				
Sr. High Head	5,594	6,220	5,608	6,235
A Squad Assistant	3,825	4,251	3,834	4,262
A Squad Assistant	3,825	4,251	3,834	4,262
B Squad Assistant	3,825	4,251	3,834	4,262
9th Grade Head	3,496	3,841	3,504	3,851
GOLF				
2 Sr. High Head	3,267	3,631	3,276	3,640
GYMNASTICS				
Sr. High Head	5,594	6,220	5,608	6,235
2 Sr. High Assistant	3,825	4,251	3,834	4,262
SOCCER				
7th Grade Head	1,418	1,702	1,422	1,706
8th Grade Head	1,418	1,702	1,422	1,706
SOFTBALL				
Sr. High Head	4,196	4,665	4,206	4,677
B Squad Head	2,743	3,044	2,750	3,052
C Squad Head	2,336	2,570	2,342	2,577
SWIMMING				
2 Sr. High Head	5,594	6,220	5,608	6,235
2 Sr. High Assistant	3,825	4,251	3,834	4,262

Diving Coach	1,691	2,051	1,695	2,056
TENNIS (Boys and Girls)				
2 Sr. High Head	3,267	3,631	3,276	3,640
2 Asst. Coaches	1,691	1,880	1,695	1,884
VOLLEYBALL				
Sr. High Head	5,594	6,220	5,608	6,235
2 B Squad Head	3,825	4,251	3,834	4,262
2 Jr. High Head	1,418	1,702	1,422	1,706

Implementation: Teachers assigned to the performance of extracurricular athletic activity shall be compensated in accordance with their years of coaching experience.

1. Teachers having coaching experience with the School District at any level of responsibility within an athletic activity shall be placed on a step of the Schedule equal to their years of coaching experience in the activity.
2. Teachers having coaching experience with the School District at any level of responsibility within an athletic activity who are assigned to a different activity shall be placed on a step of the Schedule as agreed upon by the teacher and the superintendent.
3. Newly employed teachers or teachers without coaching experience with the School District who are assigned to an athletic activity shall be placed on Step 1 of the Schedule.
4. Teachers shall advance to the second step on the Schedule following the completion of a full coaching season.

SCHEDULE D
General Extra Pay Schedule

	<u>2009-10</u>	<u>2010-11</u>
<u>I. COORDINATORS</u>		
Freshman Class Advisor	256	256
Sophomore Class Advisor	256	256
Junior Class Advisor	891	893
Senior Class Advisor	1144	1147
<u>II. INSTRUCTIONAL (per hour)</u>		
Classroom Substitute	36.17	36.26
Detention Supervisor	21.26	21.31
Driver Education: Behind the Wheel	22.46	22.52
Classroom Instruction	33.67	33.76
Homebound and Tutor	28.95	29.02

Licensed Voc. Ed. (Teacher assigned as) - \$543 per year in addition to teacher's Salary Schedule; prorated - minimum \$245

Elementary Combination Grades (Teacher assigned to) - Classroom teachers in grades 1 -6 who have been assigned self-contained combination grades, excluding special education and departmentalization, shall receive an additional \$1,087 per year. Elementary Looping Teachers shall receive a stipend of \$1,087.

Leadership monies previously paid under Schedule D will be allocated at the building level. Allocations are as follows:

<u>Leadership Monies</u>	2009-10	2010-11
Special Education	2181	2186
Wilshire Park	9355	9378
Middle School	6476	6492
High School	8155	8175

Administrative request for extended duty days should be paid on a pro-rated basis.

In place of a mileage allowance, travel between school buildings for instructional purposes will be compensated at a rate of \$1.00/day.

III. LANGUAGE ARTS - SECONDARY

Debate	3179	3187
Plays - Full Length	2877	2885
Plays - One Act	1351	1355
School Newspaper (per issue) - Max 6 issues	329	330
Speech Coach	5277	5290
Asst. Speech Coach	2424	2430
Yearbook	3440	3449

IV. TEAM ADVISOR

Math Team	1305	1308
Knowledge Bowl Team	2794	2801
Asst. Knowledge Bowl Advisor (more than 28 students)	1397	1400
Asst. Knowledge Bowl Advisor (more than 50 students)	1397	1400
National Honor Society	1211	1214
Mock Trial	1460	1464
RoboHuskie Head Coach	2000	2005
Asst. RoboHuskie Coach	1000	1003

V. MUSIC

Head Band Director	3867	3877
Associate Band Director	1902	1907
Assistant Band Director	950	953
Vocal - High School	1902	1907

VI. SUPERVISORY

Extracurricular Supervision (hourly rate)	22.46	22.52
Student Council Advisor	3009	3016
Club Advisor	578	579
Bowling Club Advisor	578	579
SADD	578	579
Cheerleader Advisor Fall	1259	1263
Winter	1780	1784
Prop Room	3857	3867

Science Bowl	578	579
Science Olympiad	578	579

VII. MIDDLE SCHOOL

Club Advisor	578	579
Student Council	3009	3016
Drama	2346	2352
Asst. Drama (more than 28 students)	1489	1492
Newspaper (per issue) - Max 4 issues	227	228
Yearbook	1088	1090
Head Speech	2405	2411
Asst. Speech Coach (more than 28 students)	1526	1530
Quiz Bowl	1569	1572
Lego League Team	578	579
Asst. League Team (more than 28 students)	289	290

VIII. WILSHIRE PARK

Book Room Supervisor	554	555
Bus/Door Supervision	967	969
DestiNation Imagination Advisor	578	579
K-Kids Advisor	578	579
Lego League Team	578	579
Patrol/Safety Advisor	631	633
Vocal - Elementary	1902	1907
Vocal - Elementary Assistant	928	931

Weight room supervisor: A weight room supervisor will receive one hour of supervisory pay per day for after school weight room supervision. This is applicable only for student contact days.

Band and Choir Directors shall receive a \$1,000 stipend for participation in dramas that are musicals.

Summer School Salary Schedule

YEAR	STEP	BA - BA45 (qtr) or BA30 (sem)	MA - MA45 (qtr) or MA30 (sem)
2009-10	1-3 Years	\$30.06/hour	\$31.13/hour
2009-10	4+ Years	\$30.75/hour	\$32.50/hour
2010-11	1-3 Years	\$30.13/hour	\$31.21/hour
2010-11	4+ Years	\$30.83/hour	\$32.58/hour

Agreed to as the full and complete understanding between the parties as attested to by the signatures of the following representative of the School Board and the Association.

FOR THE ASSOCIATION

Nancy Terry 12/1/09
 President Date
John H. Wild 12/1/09
 Chief Negotiator Date

FOR THE SCHOOL BOARD

Betsy Kinsey 12/1/09
 Chair Date
Don Sigler 12/1/2009
 Clerk Date

SAVEA Master Contract
 2009-11