

Agreement

Between

The United Teachers of

South Washington County

Local 1125, NEA, AFT, EM, AFL-CIO

and

South Washington County Schools

Independent School District No. 833

2013-2015

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Article I **Purpose**

Section 1. Parties: THIS AGREEMENT, entered into between South Washington County Schools, Independent School District 833, Cottage Grove, Minnesota, hereinafter referred to as the School District, and the United Teachers of South Washington County Local 1125, AFT, EM, NEA and AFL-CIO, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended hereinafter referred to as the PELRA, is to provide the terms and conditions of employment for teachers included in the appropriate unit defined by Article II, Section 2 for the duration of this Agreement.

Section 2. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the School District's personnel policies affecting the working conditions of the teachers, but does not mean the educational policies of the School District.

Section 3. Definitions:

Subd. 1. Superintendent: Shall mean the Superintendent of Schools of Independent School District No. 833 or a designated representative.

Subd. 2. Principal: Shall mean a Secondary or Elementary Principal or a designated representative.

Subd. 3. Teacher: Shall mean a person employed by an individual continuing contract or a long-term substitute contract to a position which requires the person to be licensed by the appropriate state agency.

Subd. 4. Full-time Teacher: Shall mean a teacher contracted for a teacher's basic day of six (6) hours or more and for 100 days or more during a school year. In a building with a four period day schedule, a full time teacher shall mean a teacher contracted for a teacher's basic day of five (5) hours or more and for one hundred (100) days or more during a school year.

Subd. 5. Part-time Teacher: Shall mean a teacher contracted for a teacher's basic day of less than six (6) hours and for 100 days or more during a school year. In a building with a four period day schedule, a part time teacher shall mean a teacher contracted for a teacher's basic day of less than five (5) hours and for one hundred (100) days or more during the school year.

Subd. 6. Long-term Substitute Teacher: Shall mean a teacher contracted to replace any individual teacher as defined in Subd. 4 and Subd. 5 of this Section for a period of thirty (30) days or more, but less than 100 days in a school year.

Subd. 7. Nurse: Shall mean a person contracted by the School District who holds a Certified Public School Nurse.

Subd. 8. Other Terms: Terms not specifically defined in this Agreement shall have those meanings as defined by the PELRA.

Article II

Recognition of Exclusive Representative

Section 1. Recognition In accordance with the PELRA, the School District recognizes the United Teachers of South Washington County, Local 1125, AFT, EM, NEA and AFL-CIO as the exclusive representative of teachers defined in Section 2 who are employed by an individual written contract by the School District. The Union shall have those rights and duties as established by the PELRA and in the provisions of this Agreement

Section 2. Appropriate Unit: The appropriate unit shall include all teachers employed by the School District in a position for which the Teacher must be licensed by the appropriate state agency or in a position of physical therapist or occupational therapist or a School Health Nurse; but shall not include the superintendent, assistant superintendent, managers, supervisors, directors, principals, and assistant principals who devote more than fifty percent (50%) of their time to administration; supervisory employees; confidential employees; or daily substitute teachers who do not replace the same teacher for more than thirty (30) working days.

Section 3. Subcontracting: Before contracting with unlicensed personnel to perform bargaining unit work, the school district and the exclusive representative shall meet and agree.

Article III **School District Rights**

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

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

Section 3. Effect of Laws, Rules, and Regulations:

Subd. 1. The Union recognizes that all teachers covered by this Agreement shall perform the duties and responsibilities prescribed by the School District and shall be governed by the laws of the State of Minnesota and by the School District rules, regulations, directives, and orders issued by properly designated officials of the School District. The Union also recognizes the right, obligation, and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board or the School District insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Subd. 2. All provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules, and regulations of the State Board of Education, and valid rules, regulations, and orders of the State and Federal governmental agencies. Any provision of this Agreement found by proper judicial or administrative authority to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to seclude other inherent management rights and management functions not expressly reserved herein. All management functions not expressly delegated in this Agreement are reserved to the School District.

Article IV **Teacher Rights**

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right or any teacher or a teacher's representative to express or communicate a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to or does not interfere with the full and faithful and proper performance of the duties of employment or circumvent the right of the exclusive representative.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

Section 3. Personnel Files:

Subd. 1. Teachers shall have the right to inspect their individual personnel files in accordance with Minn. Stat. 122A.40, subd. 19, as amended.

Subd. 2. An administrator's written statement about a teacher or teacher's work that is not part of the normal teacher evaluation process shall be received in the district personnel office within five (5) working days.

Subd. 3. Teachers shall receive a copy of evaluatory materials that are initiated by the School District and placed in the teacher's individual personnel file.

Article V

Exclusive Representative Rights

Section 1. Meet and Confer: The School District recognizes its obligation to meet and confer with the Union as representative of the teachers, to discuss policies and those matters relating to employment not included under Minn. Stat. 179A.03, and subd. 19, pursuant to Minn. Stat. 179A.07, subd. 2 of the PELRA.

Section 2. Dues Check-Off: Teachers who are members of the exclusive representative shall have the right to request and be allowed the continuous check-off of Union dues, provided that the check-off of dues and the proceeds thereof shall not be allowed the Union if it has lost its right to dues check-off pursuant to Minn. Stat. 179A.01 to 179A.25 of the PELRA. Upon receipt of an authorization card, properly signed by the teacher involved, the School District will deduct from the teacher's paycheck the amount of dues established by the Union for each school year.

Section 3. Fair Share Fee: Teachers covered by this Agreement who are not members of the Union may be required by the Union to contribute a fair share fee for services rendered by the Union, to the extent permitted by Minn. Stat. 179A.06, subd. 3.

Subd. 1. Upon receipt of written certification from the Union designating teachers who are non-members of the Union and the amount of the fair share fee, the School District shall deduct the certified fair share fee from the paycheck of non-member teachers.

Subd. 2. The School District shall transmit the deducted fair share fees monthly to the Treasurer of the Union.

Section 4. Indemnification: The Union shall indemnify and hold the School District harmless against any and all claims, judgments, or orders issued against the School District in the Administration of Sections 2 and 3 of this Article.

Section 5. Union Business: A maximum of thirty-five (35) duty days for the school year may be used as Union Leave Days, to conduct business necessary to the Union. Additional days may be granted on a case-by-case basis if there is a mutual benefit to the District subject to the approval of the Superintendent. The decision to grant or deny additional days shall not be subject to the grievance procedure as set forth in Article XIV of this Agreement. A teacher designated by the Union as an officer, a member of the Negotiating Team, or a Council Chairperson may be authorized by the Union to use Union Leave Days, subject to the following conditions:

Subd. 1. Upon 3 calendar days written notice from the Union President to the Superintendent, a designated teacher may be absent from duty, provided, the absence will not interrupt the educational program. Said notice shall contain the name of the designated teacher, the reason for the request, the date of absence, and where the teacher may be located in case of an emergency.

Subd. 2. For the duty day of absence of a designated teacher, the Union shall reimburse the School District for the daily cost of the substitute teacher who replaces the absent teacher.

Subd. 3. Any one designated teacher shall be limited to ten (10) of the annual Union Leave Days, provided, that a designated teacher who is the Union President shall be limited to fifteen (15) of the annual Union Leave days in the school year.

Section 6. Authorized Representatives:

Subd. 1. Full-time representatives of the American Federation of Teachers and the and the National Education Association and Education Minnesota shall have the exclusive right to enter facilities of the School District, only upon twenty-four (24) hour prior notification and statement of purpose and with the approval of the Superintendent of Schools, in order to contact teachers during the teachers' basic day. Such activity shall be at reasonable times (example - before or after student hours) and shall not interfere with the teaching duties.

Subd. 2. The Union President, Grievance Committee, and Negotiators shall have the exclusive right to enter facilities of the School District after the completion of the student's day, upon notification to the Superintendent, in order to meet the duties and responsibilities of the exclusive representative of the teacher's bargaining unit.

Section 7. Use of School District Facilities: The union shall have the right to use School District facilities in accordance with the "Community Use of School Facilities" policy adopted by the School District.

Section 8. Bulletin Boards: The Union shall have the exclusive right to post official notices and announcements on the bulletin boards located in teacher lounges/workrooms, regarding the duties and responsibilities of the exclusive representative of the teachers' bargaining unit.

Section 9. Access to Information: The Union shall have the exclusive right to necessary school district information in order to carry out the duties and responsibilities of the exclusive representative of teachers. This information shall include, but is not limited to, names and addresses of all members of the appropriate unit, the school district budget, audit, and other financial reports required by the State of Minnesota, and the school district policies.

Section 10. Use of In-District Mail and Teacher PO Boxes: The Union shall have the exclusive right to distribute information in the teacher's individual building post office box and the exclusive right to use the In-District Mail distribution system and the exclusive right to use the district e-mail system in order to provide the services required of the exclusive representative. The Union accepts sole responsibility for materials distributed by the Union.

Section 11. Payroll Deduction for COPE and Credit Union: Teachers who are members of the Union shall have the right to payroll deduction for COPE and the Union credit union. The School District shall deduct from the teacher's paycheck the amount requested by the individual teacher upon receipt of a properly signed authorization card.

Section 12. Staff Development: The District will comply with staff development statutes MN 122A.60 and MN 122A.61. The union will appoint two members to the District Staff Development Committee.

Article VI

Basic Schedules and Rates of Pay

(See Memorandum of Agreement – Adult Basic Education/High School Diploma Center/Homebound Teachers)

Section 1. Salary Schedule: Teachers shall be compensated in accordance with the Salary Schedules, attached hereto, provided that, Part-time teachers and Long-term Substitute teachers, as defined in Article I, Section 3, Subd. 5 and Subd. 6 shall be compensated on a prorated basis. Community Education teachers teaching evening credit classes, homebound teachers, and teachers providing driver training instruction, who are members of the teachers bargaining unit, shall be compensated at the hourly rate of \$25.00 per hour. Community Education teachers teaching evening credit classes, homebound teachers, and teachers providing classroom driver training instruction, who are members of the teachers' bargaining unit, shall be paid for a 15-minute preparation period for each hour they are contracted to teach at the agreed upon hourly rate.

Subd. 1. 2013-14 Salary Schedule: The Salary Schedule reflected in Schedule A, attached hereto, shall be a part of this Agreement. Salary Schedule A shall be in effect for the 2013-14 school year.

Subd. 2. 2014-15 Salary Schedule: The Salary Schedule reflected in Schedule B, attached hereto, shall be a part of this Agreement. Salary Schedule B shall be in effect for the 2014-15 school year.

Subd. 3. Pay Days: A teacher shall be provided the option of receiving basic salary schedule compensation in either 24 or 26 equal installments, at the discretion of the District, or in equal installments with an early payoff during the summer. Any teacher electing to change the option of payment shall submit a written notice to the School District during the month of May requesting a change of option, which will be effective for the subsequent school year. Any teacher who does not make a requested change during the month of May of the preceding year shall continue to be compensated in the manner they had previously selected for the subsequent school year.

Section 2. Status of Salary Schedule:

Subd. 1. Effect: The Salary Schedule is not to be construed as part of a teacher's individual continuing contract.

Subd. 2. Salary, Step, and Lane: The School District reserves the right to withhold an experience increment advancement, lane change, or any other salary increase of an individual teacher for cause, as determined by the School District.

A. In the event such a determination is made, the School District shall notify the individual teacher of such action prior to April 1 in even number years, and July 1 in odd numbers years, stating the cause.

B. The School District determination to withhold an experience increment advancement, lane change, or other salary increase may be immediately grievable to Level II through the grievance procedure established in Article XIV. The increase may not be withheld until the grievance is resolved.

C. If the teacher performs satisfactorily the school year following the withholding of experience increment advancement, lane change, or other salary increase, the teacher shall be eligible for the provisions of Sections 4 and 5 of this Article.

Section 3. Initial Placement on Salary Schedule:

Subd. 1. Previous Experience: New teachers may be allowed up to full credit for initial Salary Schedule placement purposes, based on previous teaching or work experience. New teachers shall be granted no less than fifty- percent credit for previous teaching experience.

Subd. 2. Educational Credits: New teachers shall be placed on a salary schedule lane, allowing full credit for valid educational credits germane to the teaching assignments that are verified by transcript.

Subd. 3. Advancement: Following initial placement on the Salary Schedule, as provided by Subds. 1 and 2 of Section 3, teachers shall advance on the Salary Schedule only in accordance with Section 4 and Section 5 of this Article.

Section 4. Educational Lane Advancement on the Salary Schedule:

Subd. 1. Effective Date: The training level of teachers will determine educational lane placement on the Salary Schedule for the school year. Teachers must notify the Director of Human Resources of any additional credits earned and present a transcript for such credits. An educational lane change shall be effective on the first payroll period following receipt of transcripts for the requisite number of pre-approved germane credits. The last courses taken during Summer School may be submitted via official grade slips for the purpose of establishing a lane change effective date, but no payment will be made until after transcripts are received.

Subd. 2. Application:

A. Credits to be considered for application on any lane change of the Salary Schedule must be germane to the teacher's assignment, as determined by the School Board. The teacher may submit a request in writing, at least seven (7) calendar days prior to the beginning of the course, for approval by the Superintendent or his designee. Failure to receive such approval in advance shall not be considered grounds for denial of credit for a course taken. However, a teacher who takes a course without having received prior approval does so at the risk of that course being judged to be not germane to the teacher's assignment.

B. Courses specifically designated by the State of Minnesota that must be taken for continued licensure, shall apply for Salary Schedule lane advancement purposes without prior approval of the Superintendent or his designee.

C. In the event a course that has been approved is canceled due to a lack of enrollment, teachers may request approval for a replacement course. The Superintendent or his designee shall waive the timelines in paragraph A. in order to process the request.

Subd. 3. Grade and Credits: In order to apply on the Salary Schedule, all credits beyond the Bachelors Degree must carry a grade equivalent of B or higher. For credits earned under a pass-no grading system, a passing or satisfactory grade will be accepted.

Subd. 4. Credits Prior to M.A.: Graduate credits earned prior to receiving the Masters Degree shall not apply for Salary Schedule advancement beyond the Masters Degree.

Subd. 5. Recognized College or University: In order to qualify for the intermediate Salary Schedule lanes between the B.A. and M.A. and the M.A. and the M.A. +45, the courses taken must be from a college or university accredited by the regional accrediting agency. Teachers may request approval of courses taken, not to exceed 6 credits per lane change, from other institutions of learning, which are germane to the teacher's assignment. The institution and course credit will be individually considered by approval to qualify for educational lane advancement on the Salary Schedule.

Section 5. Experience Increment Advancement on the Salary Schedule

Subd. 1. Full Duty Year: Teachers who are individually contracted for the total duty days or more in the shortest semester in the school year shall be advanced 1 experience increment on the Salary Schedule effective as of September 1 of the following school year, subject to the provisions of Section 2 of this Article.

Subd. 2. Less Than Full Duty Year: Teachers who are individually contracted for less than the total number of duty days in the shortest semester in the school year shall not advance on the Salary Schedule.

Section 6. Summer School and Extended Contract:

Subd. 1. Effective Date: Salary for summer school and extended contract teachers shall be effective as of July 1 through June 30.

Subd. 2. Summer programs and Work in Excess of the Normal School Year:

- A.** All teachers contracted for summer school teaching duties or summer educational programs in excess of the normal school year as established in Article IX, shall be paid at the rate of \$25.00 per hour. Summer school teachers shall be on duty 15 minutes prior to and 15 minutes after class and shall be paid for the additional 30 minutes beyond their teaching assignment at the summer school teaching hourly rate.
- B.** Teachers contracted for summer school teaching shall be paid an additional amount for a 15-minute preparation period for each hour they are contracted to teach, in addition to their teaching pay at the same rate per hour.
- C.** Pay for Special Summer School Programs involving a "non-classroom" teaching experience shall be paid at a rate equal to the number of hours spent in a classroom course of equivalent credit value.
- D.** Teachers who are required by the Minnesota Department of Education, because of reimbursed programs, to work in excess of the normal school year as established by Article IX, shall be compensated at the rate of 1/183 as established by the Salary Schedule, for each teacher's basic day in excess of the normal duty year.
- E.** Counselors, Psychologists, Media Personnel, Consultants and Coordinators who are requested to work beyond the teacher's normal duty year in order to accomplish normal duty year requirements, shall be compensated at the rate of 1/183, as established by the Salary Schedule for each teacher's basic day in excess of the normal duty year.
- F.** As an alternate to 1/183 of their annual pay in 2013-15, teachers who perform work under the provisions of D. or E. above may, by mutual agreement between the teacher and the teacher's supervisor, be compensated by an equal number of days off during the teacher's normal duty year.
- G.** Consultants and Coordinators who are involved with curriculum work during the summer months will be paid \$25.00 per hour.
- H.** The acceptance of summer school, summer educational programs or any work in excess of the normal school year shall be optional with the teacher.

Section 7. Mileage: Teachers required by the School District to use their personal vehicle in the performance of assigned duties and responsibilities shall be compensated at the current IRS rate, with subsequent modification of the IRS rate effective upon notification to the School District. Reimbursement will be effective the first of the month following the announcement of the new rate.

Section 8. Career Adjustment/Increment: A career adjustment/increment payment in addition to a teacher's annual Salary Schedule compensation shall be paid to eligible teachers in accordance with the following:

Subd. 1. In the 2013-2014 school year, the salary for the career increment 11-14 is \$2704 added to step 10, as provided on Schedules A. In the 2014-2015 school year, the salary for the career increment 11-14 is \$2714 added to step 10, as provided on Schedules B.

Subd. 2. In the 2013-2014 school year, the salary for the career increment 15- 18 is \$5029 added to step 10, as provided on Schedules A. In the 2014-2015 school year, the salary for the career increment 15-18 is \$5047 added to step 10, as provided on Schedules B.

Subd. 3. In the 2013-2014 school year, the salary for the career increment 19-22 is \$7352 added to step 10, as provided on Schedules A. In the 2014-2015 school year, the salary for the career increment 19-22 is \$7378 added to step 10, as provided on Schedules B.

Subd. 4. In the 2013-2014 school year, the salary for the career increment for 24 and over is \$10434 added to step 10, as provided on Schedules A. In the 2014-2015 school year, the salary for the career increment 23 and over is \$10471 added to step 10, as provided on Schedules B.

Section 9. Extra-Curricular Activities:

Subd. 1. Teachers who are issued notices of assignment to perform extra-curricular activities shall be compensated for the performance of such activities in accordance with Schedule C in equal installments over the duration of the activity, or lump sum at the end of the activity.

Subd. 2. Teachers who perform extra-curricular activities by the hour shall be compensated for the performance of such activities at the rate of \$12.00 per hour. Extra-curricular activities, which are scheduled for a Saturday, Sunday, or vacation period will be assigned on a volunteer basis, provided, that, if adequate volunteers are not available, teachers will be assigned to such activities in alphabetical order.

Subd. 3. Teachers with an extra-curricular activity in another area of the School District may leave their assigned building at the completion of the last class period to meet their extra-curricular activity, unless their attendance is required by the building Principal. Schedule C vacancies shall be posted in an accessible place for five (5) days. A list of vacant assignments such as chaperoning, ticket taking, etc., shall be E-mailed to each site.

Subd. 4. The School District reserves the right to assign extra-curricular activities to teachers, if there are no qualified applicants.

Subd. 5. The compensation established by Schedule C, attached hereto, shall be a part of this Agreement. Schedule C is not to be construed as part of the teacher's individual continuing contract.

Subd. 6. The School District reserves the right to establish new extra-curricular activities during the term of this Agreement. In the event a new activity is established, the Union shall have the right to negotiate the rate of compensation for such activity.

Subd. 7. A typed list of all activities and a breakdown of points will be sent to the exclusive representative at the beginning of each school year.

Section 10. Vocational License:

Subd. 1. Teachers who are vocationally licensed, and who are teaching a vocationally reimbursed program employed prior to January 1, 1990, will be given 1 year of experience credit on the Salary Schedule for the occupational experience requirement of the license.

Subd. 2. Teachers who are employed prior to January 1, 1990, reaching the maximum experience step of the Salary Schedule shall receive an additional \$500.00 per school year.

Section 11. Teacher Leaders, Department Heads, SITE Team Members, Coordinators, and

Consultants: Teacher Leaders, Department Heads, SITE Team Members and Curriculum Specialists are determined by an election process. The School District shall appoint teachers to positions as Coordinators and Consultants, upon the recommendation of the Superintendent. For such positions for which there is no release time from full-time classroom responsibilities, the employees shall be paid at the rate outlined in Attachment III for the duration of this Agreement in addition to their basic compensation. The School District reserves the right to establish new positions in addition to those listed here and the Union reserves the right to negotiate the compensation for each new position.

Section 12. Doctoral Stipend: Any member of the Teachers Bargaining Unit who holds a Doctorate approved by the Superintendent will receive one thousand one hundred ninety-eight dollars (\$1198) in addition to their schedule salary and adjustments in 2013-2014 and 2014-2015.

Article VII
Group Insurance

Section 1. Group Insurance:

Subd. 1. Selection of Carrier: The selection of the insurance carrier shall be made by the School District after completion of the required bidding process and in accordance with Minnesota Statutes. In all cases the insurance carrier shall be the lowest qualified bidder.

Subd. 2. Maintenance of Insurance Specification: The specifications of all insurance programs shall be those agreed to between the School District and the United Teachers of South Washington County Insurance Committee. The agreed to specifications shall be maintained for the duration of this Agreement and shall not be changed except as allowed by law. For informational purposes, the general specifications of all insurance programs shall be attached hereto in Attachment 1.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Employee Coverage: The School District shall contribute to a maximum of \$582.43 towards the monthly premium for employee coverage for all eligible full-time teachers employed by the School District who are enrolled in a School District Group Health, Hospitalization and Major Medical Plan. Effective January 1, 2014, the School District shall contribute \$538.01 for Select Choice, \$539.81 for Open Access and \$526.89 for the High Deductible Plan. Participants in the High Deductible plan will receive \$250 a month toward a VEBA contribution. Effective January 1, 2015, the School District shall contribute \$598.62 for Select Choice, \$600.59 for Open Access and \$576.94 for the High Deductible Plan. Participants in the High Deductible plan will receive \$250 a month toward a VEBA contribution.

Subd. 2. Family Coverage: The Group Health, Hospitalization, and Major Medical Plan shall include a family coverage option. The School District shall contribute to a maximum of \$1215.33 toward the monthly premium for family (employee and dependent) coverage for all eligible full-time teachers employed by the School District who are enrolled in the School District Group Health, Hospitalization and Major Medical Plan. Effective January 1, 2014, the School District shall contribute \$1215.33 for Select Choice, \$1215.33 for Open Access and \$1371.88 for the High Deductible Plan. Participants in the High Deductible plan will receive \$250 a month toward a VEBA contribution. Effective January 1, 2015, the School District shall contribute \$1215.33 for Select Choice, \$1215.33 for Open Access and \$1505.90 for the High Deductible Plan. Participants in the High Deductible plan will receive \$250 a month toward a VEBA contribution.

Subd. 3. Combined Coverage:

The School District shall allow married couples within the teachers bargaining unit to combine School District contributions toward one family coverage plan, not to exceed the sum of the District contribution toward single and family combined. Qualifying employees

must inform the School District of their intent to combine School District contributions toward one family coverage plan during the designated “open enrollment” period.

Subd. 4. High Deductible/VEBA: The District will offer a VEBA via a High Deductible plan as a third insurance plan option. This option will be available during open enrollment. The employer contribution to the VEBA for family coverage and single coverage will be \$250 per month.

Section 3. Life Insurance: The School District shall contribute to a maximum of \$6.50 towards the monthly premium for a \$50,000 Term Life Insurance Policy for all eligible full-time teachers employed by the School District who are enrolled in the School District Group Term Life Insurance Policy.

Section 4. Long-Term Disability Insurance: The School District shall provide, at no cost to the School District, a Group Long-term Disability Insurance Program. All eligible full-time teachers employed by the School District shall be enrolled in the School District Group Long-term Disability Program.

Section 5. Dental Insurance: The School District shall contribute to a maximum of \$40.21 towards the monthly premium for employee or family coverage of all eligible full-time teachers employed by the School District who are enrolled in the School District Group Dental Program. Effective January 1, 2014, the School District shall contribute to a maximum of \$40.21 towards the monthly premium for employee or family coverage.

Section 6. Payroll Deductions: The difference between the monthly premium costs of the group insurance plans and the School District's Contributions established by Sections 2, 3, 4, and 5 of this Article shall be paid by enrolled teachers through payroll deduction.

Section 7. Voluntary Participation: Participation by any eligible 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.

Section 8. Claims Against the School District:

Subd. 1. Informational: The School District and the Union agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any teacher for benefits shall be governed by the terms of the insurance policies contracted by the School District and the insurance carriers pursuant to this Article. The School District's only obligation is to contract for insurance policies and contribute such amounts as established by this Article.

Subd. 2. New Teachers: The School District shall provide newly employed teachers with written information describing the insurance plans and enrollment procedures.

Section 9. Duration of Insurance Contribution: Teachers are eligible for School District contributions as provided in this Article as long as they are employed by the School District.

Subd. 1. Completion of Year: Teachers separating from employment at the completion of the school year shall receive contributions for coverage through the month of August.

Subd. 2. Prior to Completion of Year: Teachers separating from employment prior to the completion of the school year or who are on an unpaid leave of absence of more than 30 days will be entitled to group insurance on a pro-rata basis. For the purpose of this provision, teachers on a leave of absence pursuant to the federal Family and Medical Leave Act of up to 12 weeks shall be considered as time worked.

Section 10. H.M.O. Option: Teachers may individually elect to enroll in school sponsored HMO insurance programs. The School District's contribution toward a sponsored HMO program shall not exceed the amounts established by Section 2.

Section 11. Part-time Participation: Part-time teachers, as defined by Article 1, Section 3, Subd. 5, may individually elect to participate in the group insurance programs (including the HMO options) established by this Article, and shall receive prorated School District contributions toward the individual health, hospitalization, and major medical premium.

Section 12. Long-term Substitute Participation: Long-term Substitute teachers as defined by Article 1, Section 3, Subd. 6, may individually elect to participate in the group insurance programs (including the HMO options) established by this Article, and shall receive prorated School District contributions, as established by this Article, toward the health, hospitalization and major medical premiums.

Article VIII **Hours of Service**

Section 1. Teacher's Basic Day: The teacher's basic day, exclusive of lunch, shall be 7-1/2 hours. Elementary and Secondary teachers shall be provided a 30-minute duty free lunch period within each teacher's basic day.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

Section 3. Additional Activities:

Subd. 1. In addition to the teacher's basic day, teachers shall be required to participate in one Open House activity per school year (not to exceed 2 hours in length). Participation in all other school related activities occurring outside of the teacher's basic day shall be voluntary, except as otherwise addressed in this master agreement.

A. Conferences: No teacher shall be scheduled to more than 5.5 hours of conferencing in any designated conference day/evening. SITE Teams may break up this time at their discretion. The two hours of time the teachers do not spend conferencing for designated conference days/evenings will be spent preparing for conferences. This time may be served at the teacher's discretion as to date and location. Part time and crossover teachers will participate in building conferences in proportion to their FTE at that building. As professionals teachers will continue to conference with parents as needed.

Subd. 2. Teachers required to return to an evening related activity referred to in Subd. 1 shall be excused from duty at the completion of the student day of the building to which the teacher is assigned.

Subd. 3. At the Secondary level, if an unusual circumstance (i.e. an emergency) occurs, the building Principal may direct a teacher to teach or supervise during his/her preparation time with pay.

Subd. 4. Teachers who travel between buildings during the work day to teach classes will be provided 30 minutes travel time between buildings, exclusive of lunch and prep time, and will be paid on their total FTE calculations for the school year. Incompatibility between schedules may result in FTE calculations between .97 and 1.030 will be paid at the 1.0 FTE rate. These teachers shall be excluded from the contractual requirement of thirty (30) minutes of supervision per teacher's basic day.

Subd.5. Those full time teachers whose teaching assignment and licensure is in the content area of special education, shall be excluded from the contractual requirement of thirty (30) minutes of supervision per teacher's basic day. Those part-time teachers whose teaching assignment and licensure is in the content area of special education, shall be excluded from the contractual requirement of thirty (30) minutes of supervision per teacher's basic day on a pro-rated basis.

Subd. 6. (See MOA that replaces Article VIII, Section 3, Subd. 6 for the duration of this contract) At the Secondary level, supervisory duties shall be defined as lunchroom supervision, hall monitoring, homeroom supervision, detention, ISS, or other similar duties, but shall not include study halls. Homeroom: SITE Teams may determine the existence, composition and nature of a homeroom format within the parameters of the master agreement language. The length of homeroom (in minutes) will be determined by each SITE. The time spent in homeroom will be deducted from teacher's supervisory time (not to exceed 30

minutes). Teachers will not be required to prepare, deliver or assess curricula during homeroom. Homeroom is the place for school business to be communicated and the administration of necessary tasks such as but not limited to: District policy and testing, information distribution and school fee collection.

Section 4. Secondary Teachers Preparation Time: The preparation period shall be defined as a single block of time or two nearly equal blocks of time within the teacher's basic day for the teacher to prepare for his/her teaching assignments. The teacher shall not be responsible for classroom or building activities during preparation time unless the teacher agrees to waive this restriction. Student contact shall be defined as time for which preparation or supervision is required.

Subd. 1. The remaining unscheduled time in a secondary teacher's basic day will be available for additional preparation, building meetings, staffings, department meetings, parental conferences or other activities in accordance with this Article.

Subd. 2. Secondary teachers who agree to teach during their preparation time will be paid at a rate of \$37.00 for periods that exceed 60 minutes and \$25.00 for periods equal to or less than 60 minutes.

Section 5. Six and Seven Period Schedules: Secondary teachers shall be scheduled to a maximum of 5 periods and 30 minutes of supervision per teacher's basic day.

Subd. 1. Secondary teachers who agree to be scheduled in excess of 5 periods of student contact and 30 minutes of supervision per teacher's basic day will be compensated at the rate of \$1,464.00 per trimester in the 2013-2015 school years. No first year teacher shall be allowed to teach an additional period.

Subd. 2. Secondary teachers may agree to be scheduled to 4 periods of student contact one trimester and 6 periods of student contact in another trimester with no additional compensation and no additional supervisory duties or a combination of 6/4 or 4/6 periods per trimester with additional supervisory duties.

Subd. 3. When individual secondary buildings schedule periods in excess of 6 periods per student day (Excluding a home room period) teachers shall not be scheduled for more than 5 periods for which preparation time or supervision is required.

Section 6. Four and Eight Period Schedules: Secondary teachers shall be scheduled to a maximum of: 3 long periods: or 2 long periods and 2 short periods: or 1 long period and 4 short periods: or 6 short periods of student contact: and 30 minutes of supervision per teacher's basic day. Individuals or departments who wish to change the length of their class periods must have final approval from SITE teams.

Subd. 1. Secondary teachers who agree to be scheduled to teach an extra long period will be compensated at the rate of \$1,648.00 per term for each additional period in the 2013-2015 school years. Secondary teachers who agree to be scheduled to teach an extra short period will be compensated at the rate of \$824.00 per term for each additional period in the 2013-2015 school years. Secondary teachers who agree to teach an extra short period on the trimester schedule shall be compensated \$1,099.00 per term. No first year teacher shall be allowed to teach an additional period.

Subd. 2. Secondary teachers may agree to be scheduled to a lighter schedule one term and a heavier schedule another term as long as it totals one FTE for the school year with no additional compensation or additional supervisory duties.

Section 7. Five Period Schedules: Secondary teachers shall be scheduled to a maximum of: 4 periods of student contact: and 30 minutes of supervision per teacher's basic day.

Subd. 1. Secondary teachers who agree to be scheduled to teach an extra period will be compensated at the rate of \$1,757.00 per trimester for each additional class period in the 2013-2015 school years. No first year teacher shall be allowed to teach an additional period.

Subd. 2. Secondary teachers may agree to be scheduled to a lighter schedule one term and a heavier schedule another term as long as it totals one FTE for the school year with no additional compensation or additional supervisory duties.

Section 8. Elementary Teachers Preparation and Student Contact Time: The preparation period shall be defined as a block of time during the teacher's basic day for the teacher to prepare for their teaching assignments. The teacher shall not be responsible for classroom or building activities during preparation time unless the teacher agrees to waive this restriction. Student contact shall be defined as time for which preparation is required.

Subd. 1. Elementary teachers shall be scheduled to a maximum of 5 hours of student contact.

Subd. 2. Elementary teachers shall be provided at least 60 minutes in a single block of time or in two nearly equal blocks of time within the student contact day to be used in preparation for teaching duties and responsibilities.

Subd. 3. The remaining unscheduled time in an elementary teacher's basic day will be available for additional preparation, building meetings, staffings, department meetings, parental conferences or other activities in accordance with this Article.

Subd. 4. Elementary teachers who agree to teach during their preparation time will be paid at the rate of \$25.00 per hour.

Subd. 5. Elementary teachers who have assignments of self-contained combination grades excluding special education shall be paid an additional \$4,393.00 per year for the 2013-2015 school years. No first year teacher shall be allowed to teach a combination grade.

Article IX

Length of the School Year

Section 1. Teacher Duty Days: The school year shall consist of 183 teacher duty days for returning teachers and 186 teacher duty days for probationary teachers.

Subd. 1. Of the 183 teacher duty days, six (6) shall be teacher workshop or in-service days.

Subd. 2. Of the 183 teacher duty days, 177 shall be student contact days.

Subd. 3. Probationary teacher days shall be structured in collaboration between the School District and the Union.

Section 2. School Days:

Subd. 1. The School District shall, prior to April 1, establish the number of school days for the following school year.

Subd. 2. Teachers shall perform teaching duties on school days determined by the School District, including those legal holidays on which the School District is authorized to conduct school and, pursuant to Minn. Stat. 122A.40, has determined it will conduct school.

Subd. 3. The Union shall have the right, upon written notice to the School District, to meet and confer with the School District concerning the school calendar. The 2013-2014 and 2014-2015 school calendars are included as Attachments IV for information purposes only.

Section 3. Emergency closing:

Subd. 1. In the event a teacher duty day is lost because of an emergency closing, teachers shall perform duties on that day or other day in lieu thereof as the School District may determine. Also see Article X, Section 2, Subd. 5.

Subd. 2. In the event of school closing in excess of 5 duty days a school year, the School District shall meet and confer with the Union concerning the dates on which the duty days will be rescheduled.

Subd. 3. If a teacher has previously arranged for use of paid absence leave and there is a snow day or cancellation of school for any reason, the teacher will not have a paid absence leave day or pay deducted provided other staff are not asked to report.

Subd. 4. A teacher unable to attend work on an Emergency Closing Day may use "PAL Emergency Closing Day/Hours" via the online attendance system.

Article X

Paid Absence Leave

Section 1. General Rules for Teacher Absences

Subd. 1. Rate of Accumulation: Teachers shall be credited with fifteen (15) days of paid absence leave as of September 1 of each school year and each September 1 thereafter.

Subd. 2. Pro ration: Teacher contracted for extended duty, summer school or programs, or work in excess of the normal duty year shall earn one (1) additional day for each twenty (20) contracted duty days or a major fraction thereof.

A. Additional paid absence leave shall be accumulated at the equivalent of the length of the duty day.

B. Absences, for which paid absence leave is approved, shall be deducted from accumulated paid absence leave at the equivalent of the length of the duty day.

Subd. 3. Reimbursement: Teachers who terminate employment prior to the completion of a school year and who have exhausted their paid absence leave shall reimburse the School District for paid absence leave used in excess of the prorated portion of leave earned based upon the number of duty days worked to the total duty days in the school year.

Subd. 4. Maximum Accumulation: Unused paid absence leave shall accumulate to an unlimited amount.

Subd. 5. Compensation During Paid Absence: Teachers who have received approval from their Principal for a paid absence as established by Section 3 shall be compensated at their daily salary schedule rate of pay for each teacher's basic day of absence.

A. Paid absence leave compensation shall not exceed the teacher's daily salary schedule rate of pay.

B. Paid absence leave compensation shall cease when a teacher's paid absence leave accumulation is exhausted.

Subd. 6. Separation of Employment: Upon termination of employment, accumulated paid absence leave shall be waived (excluding the severance provisions of Article XV).

Subd. 7. Eligibility of Part-time and Long-term Substitute Teachers: Part-time and long-term substitute teachers, as defined by Article I, Section 3, Subds. 5 and 6, shall be eligible for paid absence leave benefits on a prorated basis. Full-time teachers who accept part-time teaching positions shall have the right to use paid absence leave earned as a full-time teacher.

Subd. 8. Approval of Paid Absence Leave: Paid Absence Leave shall be approved in a manner designated by the District.

A. Approval of requested paid absence is in all cases subject to the approval of the Superintendent or his designee.

B. Additional days of paid absence leave are available for unusual circumstances subject to the approval of the Superintendent.

Section 2. Teacher Absences that Do Not Require Prior Approval and are Deducted from Paid Absence Leave:

Subd. 1. Absences Because of Illness, Injury, or Temporary Disability to the Teacher:

Teachers who are or will be unable to perform their duties and responsibilities because of personal illness, injury or temporary disability shall notify the appropriate administrator as soon as possible

A. Prior to the final approval of a paid absence the Superintendent may require an employee to furnish medical evidence from the attending physician or a School District appointed physician verifying that such absence was due to personal illness, injury, or temporary disability. When the School Board appoints a physician, the School District shall pay the costs.

B. Any teacher is eligible to participate in the incentive plan outlined below, for using 2 or fewer personal sick leave days (Article X, Section 2, Subd 1 only) per school year. Teachers must have a 403(b) plan or establish one to participate in this incentive

plan. Payment for unused personal sick leave shall be placed annually in the teacher’s 403(b) plan, with employee approval. Eligibility for the incentives will be based on usage of personal sick leave each year, with payment to the member’s 403(b) plan made on or before August 15th.

Personal Sick leave days used	403b Contribution	Days Deducted from PAL
Zero sick days used	\$300	3
1 sick day used	\$200	2
2 sick days used	\$100	1

Subd. 2. Absences Because of Illness or Injury in a Teacher's Family/Household Member:

Pursuant to Minn. Stat. 181.9413, a teacher may use paid absence leave for absences due to an illness or injury to the teacher's child, for such reasonable periods as the teacher's attendance with the child may be necessary, on the same terms that a teacher is able to use paid absence leave for personal injury or illness. A teacher may use paid absence leave for absences due to an illness or injury to the teacher’s spouse, for such reasonable periods as the teacher’s attendance with the spouse may be necessary, on the same terms that a teacher is able to use paid absence leave for personal injury or illness. A teacher may use up to a maximum of five (5) days of paid absence leave per school year for illness or injury to the teacher's parent or parent in-law. A teacher may use up to a maximum of five (5) days of paid absence leave per school year for illness or injury to a member of the teacher’s household. The household shall be defined as any person making his/her domicile with the family.

- A.** Prior to final approval of the paid absence, the Superintendent or his designee shall have the right to require an employee to furnish medical evidence from the school health officer or qualified physician, indicating such absence was due to a family illness or injury.
- B.** In unusual circumstances the Superintendent or designee may grant additional time for absence due to illness or injury to the teacher’s parent.

Subd. 3. Absences Because of a Funeral for a Teacher's Family Member or Friend:

- A.** In the event of a death of a teacher's family member or friend, the teacher shall be granted paid absence leave.
- B.** Approval of a request for paid absence leave due to a death and the duration of the paid absence is in all cases subject to the approval of the Human Resources Director.
- C.** In unusual circumstances the Superintendent or designee may grant additional time. Unusual circumstances may include such things as travel or funeral arrangements.
- D.** Paid absence due to a death shall be deducted from the teacher's accumulated paid absence leave.

Subd. 4. Absences Because of an Injury to a Teacher While on Duty: Upon the request of a teacher who is absent from duty as a result of a compensable injury as covered under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation benefits received by the teacher, pursuant to the Workers' Compensation Act, and the teacher's daily Salary Schedule rate of pay to the extent of the teacher's accumulated paid absence leave.

- A.** Such difference shall be paid by the School District to the teacher only for the period of disability or until the teacher's accumulated paid absence leave is exhausted.
- B.** The deduction from the teacher's accumulated paid absence leave shall be an amount necessary to equal the difference between the Workers' Compensation benefits and the teacher's daily Salary Schedule rate of pay.

Subd. 5. Absences Due to Emergency Closing:

- A.** A teacher unable to attend work on an Emergency Closing Day may use “PAL Emergency Closing Day/Hours” via the online attendance system.

Section 3. Teacher Absences That Require Prior Approval and are Deducted From Paid

Absence Leave.

Subd. 1. Prior Notification: Requests for Leaves in the this section shall be made in writing at least seven (7) calendar days in advance, except in the event of an emergency.

Subd. 2. Absences Because of Personal Business: In the event it is necessary for a teacher to be absent from duty to conduct personal business which cannot be attended to outside of the teacher's basic day, said teacher may be granted personal business leave. Teachers with continuing contract may be granted up to four (4) days per school year for Personal Business. Teachers without continuing contract may be granted two (2) days per school year for Personal Business. Requests for one (1) additional day of Personal Business leave due to extraordinary and unusual circumstances, above and beyond those specified in this article, may be granted with the approval of the Director of Human Resources. Requests for additional personal business leave for observance of religious holidays shall be approved. No more than 5 percent of the faculty at any building shall use this leave on any one day.

Subd. 3. Absences Because of Professional Visitation: Teachers may request to be absent one (1) duty day per school year for a professional visitation.

Subd. 4. Absence Because of Child's School Conference and Activities Leave: Pursuant to Minn. Stat. 181.9412, teachers shall be granted up to sixteen (16) hours of paid absence leave per year to attend school conferences or classroom activities related to the teacher's child, provided the conferences or classroom activities cannot be scheduled during non-work hours.

Subd. 5. Absence Because of Adoption/Foster Placement of a Child Teachers shall be granted up to ten (10) days of paid absence leave per school year for the adoption of a child or placement of a foster child. Additional days may be requested on a case by case basis, subject to the approval of the Director of Human Resources.

Subd. 6. Parenting Leave: Teachers shall be granted up to five (5) days of paid absence leave per school year for the birth of a child. Said leave shall not be in addition to disability leave associated with the birth of a child.

Section 4. Teacher Absences That Require Prior Approval and Are Not Deducted From Paid

Absence Leave:

Subd. 1 Prior Notification: Requests for leaves in this section shall be made in writing at least seven (7) calendar days in advance, except in the event of an emergency.

Subd. 2. Absences Because of Jury Duty: Any teacher who is called to serve jury duty for a municipal, county, state or federal court shall be provided with full pay for each day of required jury duty service. The teacher shall, by payroll deduction, reimburse the School District for any per diem paid to the juror by the court for jury duty service, except that the teacher shall retain any mileage and meal allowances paid by the court.

Subd. 3. Witness Obligation: Any teacher summoned or subpoenaed by any court to provide testimony during the regular work day in any case in which the teacher is not a principal party to the action shall be provided leave with no loss of pay for the time which the teacher is required to be absent. The teacher shall, by payroll deduction, reimburse the School district for any witness fees received, except that the teacher may retain any mileage or meal expense reimbursement or any witness fees in excess of the teacher's daily rate of pay.

Article XI

Leaves of Absence

Section 1. Sabbatical Leave of Absence:

Subd. 1. Purpose: The School District may grant, at its discretion, a sabbatical Leave of Absence for study or research that is of benefit to the School District.

Subd. 2. Application: Application must be made in writing to the Superintendent on or before April 1 for a full year or a first semester sabbatical leave and on or before September 1 for a second semester Sabbatical Leave. Said application shall include both the educational institution and the teacher's academic program.

Subd. 3. Qualifications:

- A.** A teacher applying for a sabbatical leave must have been employed by the School District for seven (7) full consecutive years immediately preceding the beginning of the Sabbatical Leave.
- B.** No more than two (2) teachers may be granted a Sabbatical Leave of Absence per school year.
- C.** A Sabbatical Leave may be granted for a semester or full school year only.
- D.** The Superintendent must approve both the educational institution and the teacher's academic program before the application is presented for School Board Consideration. If the Superintendent does not approve, said teacher may request a review through the Meet and Confer process.
- E.** The School District reserves the right to rescind a Sabbatical Leave in an emergency.

Subd. 4. Teacher's Commitment: A teacher who is granted a Sabbatical Leave of Absence for a full year shall teach three (3) full consecutive years for the School District following completion of the Sabbatical Leave. A teacher who is granted a Sabbatical Leave of Absence for a semester shall teach one and one-half (1-1/2) full consecutive years for the School District following completion of the Sabbatical Leave. If the teacher discontinues service for any reason other than the teacher's incapacity to fulfill this commitment the teacher shall reimburse the School District a prorata amount of the Sabbatical Leave allowance, including premiums. The teacher shall provide the School District with an acceptable corporate surety bond to insure the teacher's responsibility of fulfilling the Sabbatical Leave agreement, or in lieu of a surety bond, the teacher may arrange a special surety agreement, subject to the approval of the School District's attorney.

Subd. 5. Compensation: A teacher who is granted a Sabbatical Leave of Absence shall have the option of being compensated at one-half (1/2) of the teacher's basic Salary Scheduled compensation for the duration of the leave and full pay upon return, or at three-fourths (3/4) of the teacher's basic Salary Schedule compensation for the duration of the leave an equal period of time upon return.

- A.** The teacher's selection of pay option shall not affect their advancement on the Salary Schedule. The teacher's advancement and placement shall be in accordance with Article VI.
- B.** Subject to the provisions of this Agreement and the limitations of the group insurance plans established by Article VII, a teacher on a Sabbatical Leave may continue to participate in the group insurance plans. A teacher choosing to continue participation will continue to receive the School District's contributions established by Article VII, Sections 2, 3, 4, and 5, with the difference between the monthly premiums and the School District's contributions to be paid by the teacher through payroll deduction.
- C.** A teacher's paid absence leave shall be frozen at the amount accumulated as of the date of the beginning of the Sabbatical Leave and reinstated as of the date of return to duty. Paid absence leave shall not be earned during the period of the Sabbatical Leave.
- D.** Failure by a teacher to fulfill the original plan of study or research presented to the School District shall result in the forfeiture by the teacher of any direct salary compensation and indirect fringe benefit premium contribution provided to the teacher during the period of the Sabbatical Leave.

Subd. 6. Return: A teacher returning from a Sabbatical Leave shall be assigned to the teacher's previous position or to a similar position for which the teacher is qualified.

Section 2. Military Leave of Absence:

Subd. 1. Unpaid Leave: A teacher who is drafted or enlists in the military services shall be granted an unpaid Military Leave of Absence in accordance with Minnesota Statutes.

Subd. 2. Paid Leave: A teacher who is a member of an active military reserve unit shall be granted a paid Military Leave of Absence, not to exceed fifteen (15) duty days per calendar year, in accordance with Minnesota Statutes.

Section 3. Unpaid Leave of Absence:

Subd. 1. Unpaid Leave: A teacher who is in the employ of the School District may request a long-term or short-term Unpaid Leave of Absence.

Subd. 2. Reasons: The School District may grant, at its discretion, an Unpaid Leave of Absence for reasons such as adoption, child-rearing, temporary disability, personal illness or injury, family emergencies, to fulfill the obligations of a full-time elected or appointed position with the Union.

Subd. 3. Procedure - Long Term: A request for a long-term Unpaid Leave of Absence shall be in writing submitted by March 15 for a leave to begin the following school year, and if granted by the School District, shall be for a period not to exceed two (2) full school years for teachers with less than 10 years of seniority, and not to exceed five (5) years for teachers with ten or more years of seniority. Under extenuating circumstances, the School District in consultation with the Union may waive the deadline for Unpaid Leave requests or extensions.

- A.** The specific duration of an approved long-term Unpaid Leave of Absence shall be established by the School District. All approved long-term Unpaid Leaves of Absence shall end on either the calendar day before the fall workshop or the calendar day before the beginning of the second semester of a school year.
- B.** Teachers on approved long-term Unpaid Leaves of Absence of 12 months or more in duration shall deliver in person or by certified mail written notice to the Superintendent of their intention to return to duty at least by February 15 or 165 calendar days prior to the expiration of their leave. Failure to give such notice shall be considered a resignation on the part of the teacher.
- C.** A request for an extension of a long-term Unpaid Leave of Absence shall be in writing and submitted by February 15 prior to the school year that the extension would be effective.
- D.** Teachers returning to duty at the expiration of their leave shall return to their original teaching position when the leave is of twelve (12) months duration or shorter. When the leave is for a period of time longer than twelve (12) months duration, the teacher shall be assigned to a position in accordance with the transfer procedures contained in Article XII of this Agreement.
- E.** A teacher shall earn a maximum of two years seniority while on Unpaid Leave(s) from the School District.

Subd. 4. Procedure - Short Term: A request for a short-term Unpaid Leave of Absence shall be in writing and, if granted by the School District, shall be for a period not to exceed eighty (80) calendar days.

- A.** A specific duration of an approved short-term Unpaid Leave of Absence shall be established by the School District.
- B.** Teachers on an approved short-term Unpaid Leave of Absence shall return to duty at the expiration of their leave. Failure of a teacher to return to duty at the expiration of their leave shall be considered a resignation on the part of the teacher.
- C.** Teachers who return to duty at the expiration of their leave shall return to their previous position.

Subd. 5. Failure to Provide Notice: Teachers failing to give written notice as required by Section 3, Subd. 3, B, of this Article or who fail to report for work on the first duty day following expiration of their Unpaid Leave of Absence shall be considered to have resigned.

Subd. 6. Effective Date: The provisions of this Section shall become effective as of the date of School Board approval of this Agreement. Unpaid Leaves of Absence approved prior to that effective date shall be governed by the Master Agreement in effect at the time the Unpaid Leave of Absence was granted, except for the return to duty procedures.

Subd. 7. Group Insurance: Subject to the provisions of this Agreement, in accordance with federal and state law, and the limitations of the group insurance plans established by Article VII, a teacher on an Unpaid Leave of Absence may continue to participate in the group insurance plans. A teacher choosing to continue participation shall pay the full monthly premium of such plans, commencing on the date the Unpaid Leave of Absence begins.

Article XII Teacher Transfers

(See Memorandum of Agreement — Reading Recovery)

Section 1. Purpose: The purpose of this Article is to provide a smooth and efficient procedure for transfers, all based on seniority.

Section 2. Definitions:

Subd. 1. Transfer: Shall mean the move of a continuing contract teacher from one teaching position to another teaching position, following the procedures established by this Article.

Subd. 2. Position: Shall mean a work assignment:

- A.** At the elementary level, to teach at a specific school or schools at a particular grade level or levels; or
- B.** At the secondary level, to teach at a specific school or schools in a particular department or combination of departments; or
- C.** Within Special Services, to provide a service to students in one or a group of building.

Subd. 3. Vacancy: Shall mean an open position, created by the transfer, termination, or leave of absence in excess of 12 months of a teacher from such position, or created by the establishment of a new position covered by the Master Agreement, when the School District desires to fill such open position.

Subd. 4. Seniority: For the purposes of this Article, seniority shall be as provided in the seniority list as established by Article XIII, Section 4.

Subd. 5. Voluntary Transfer: shall mean the placement of a teacher in a position, which is initiated by the teacher with a bid on a posted position.

Subd. 6. Involuntary Transfer: shall mean the placement of a teacher in a position, which is initiated by the School District, when the teacher is unassigned for the coming school year and has not been placed through a voluntary transfer.

Section 3. General Procedures:

Subd. 1. Posting: Vacancies shall be posted for a period of five working days in a conspicuous place in each school building where school is in session, and in a conspicuous place in the Human Resources Office. Additionally, all vacancies will be mailed electronically.

Subd. 2. Timing and Sequence:

- A.** Prior to initiation of the transfer process there may be a realignment of displaced building staff to fill vacancies within the same building. A continuing contract teacher whose current teaching position has been eliminated in the building may choose to accept a vacancy within the same building and within the same licensure area. This acceptance must be mutually agreed to by the building principal. Position(s) that are made available for realignment if not filled must be included in the subsequent transfer process.
- B.** Two rounds of voluntary transfers shall be followed by an arena for additional voluntary transfers and involuntary transfers. A second arena shall be held before the end of the school year for reclaiming prior positions. Other open positions shall be available at the second arena for voluntary bidders. A third arena shall be held in July for open positions. A fourth arena shall be held in August for open positions.
- C.** Transfers shall be carried out within an appropriate time period, which shall begin when sufficient information is available, but no later than May 7, and to be

completed after the fourth arena for positions to begin at the beginning of the next school year. The School District may consider semester break transfers, but shall not be required to consider transfers during the school year.

D. The intent of the transfer timing and sequence is to effect transfer at a time when the best information is available to the School District and the teachers.

E. Transfers by mandatory bidders shall be for a period of not less than one year. All other transfers with the exception of involuntary transfers and educational need transfers shall be for a period of not less than four years.

Subd. 3. Priority: Teachers on full employment or on partial Unrequested Leave of Absence shall have priority for transfer and reassignment prior to the recall of a teacher from Unrequested Leave of Absence or the upgrading of a teacher from underemployment.

Subd. 4. Posting of Vacancies:

A. A list of vacancies shall be posted in a conspicuous place in the School Buildings and in a conspicuous place in the Human Resources Office during the applicable posting period. Additionally, all vacancies will be mailed electronically.

B. In the event that a vacancy is created after the fourth Arena and prior to the next Transfer Process, an attempt will be made to fill the vacancy according to the procedures of this Article. When this is not possible the position may be filled on a one-year temporary basis. Teachers on Unrequested Leaves of Absence shall be given first priority.

Subd. 5. Eligibility for Transfers:

A. The School District will determine the licensure qualifications for the vacant position when posting the vacancy.

B. A teacher shall be eligible to apply for a transfer to a vacant position for which the teacher fulfills the following;

1. The teacher holds a license, at the time of the vacancy posting, from the appropriate state agency;
2. The licensure required for the vacant position is in the same licensure area required for the teacher's current position. A teacher with multiple licensure areas may apply for vacancies outside of their current assignment; and
 - a.) During staffing for the 2009-10 and 2010-11 school years, teachers who were eligible bidders and held 5th or 6th grade positions in Spring 2009, and remain in an elementary position, shall be eligible to bid to a middle school position, within their Middle School license content area; and
3. The teacher has completed the third year of teaching in the District.

Such application for transfer shall be made in writing to the Director of Human Resources to be received within the posting period.

C. A teacher who has been transferred to or assigned to a temporary position (not to exceed 12 months) shall not be entitled to that position, if it becomes permanent, except by new application.

D. If special qualifications are required of a teacher for a special temporary position of 12 months or less outside of the bargaining unit, i.e., I.T.E., the selection and decision of the School District should be final. The teacher in a temporary position (not to exceed 12 months) shall, however, retain rights to return to his/her previously held position.

Subd. 6. Transfer Committee:

A. A Transfer Committee shall be established consisting of three members appointed by the District and three members appointed by the Union.

B. Teachers who are having performance problems and are on a Job Target and/or a Plan of Assistance and/or Letter of Deficiency, may be restricted from using the Transfer Article during the time period of the Job Target, Plan of Assistance, or Letter of Deficiency.

C. A teacher under a Job Target, Plan of Assistance or Letter of Deficiency may make a request to the District to be provided the opportunity to utilize the transfer article by requesting the Transfer Committee to meet to discuss the pending situation. A majority of the Transfer Committee shall make a decision on whether or not the teacher shall be able to use the Transfer Article.

D. If the Transfer Committee cannot reach agreement, the superintendent shall decide.

Section 4. Voluntary Transfers: A voluntary transfer is a transfer initiated by a teacher who desires to change buildings, grade and/or subject assignments, or who wishes to return from a Leave of Absence more than one year in duration.

Subd. 1. Posting: A continuing contract teacher who desires a change in grade and/or subject assignment or who wishes to change buildings shall file an application with the Director of Human Resources for the posted vacancy or vacancies desired in writing, listing them in order of preference, or shall apply in person at a transfer arena.

Subd. 2. Seniority Order: All applications for voluntary transfers will be filled on the basis of seniority and licensure with the most senior properly licensed and qualified teacher filling an open position first.

Subd. 3. Non-Continuing Contract Teachers: A non-continuing contract teacher who is displaced from a current position will be placed in the involuntary transfer pool, and may not bid on a position in rounds 1 or 2 of voluntary transfers.

Section 5. Involuntary Transfers: Involuntary transfers are necessary when there are teachers unassigned for the coming school year who have not been placed through the voluntary transfer process. When a reduction in staff numbers is made in any teaching assignment, the least senior teacher in the assignment shall be the teacher transferred. A complete list of open positions will be made available to all teachers being involuntary transferred, and the teachers will be assigned in seniority order, with the most senior teacher first selecting the position for which the teacher is qualified.

Subd. 1. Reclaim of a Position: If a teacher is notified that reductions in positions require an involuntary transfer, the teacher may reclaim his or her prior position if it is reestablished by the fourth arena. If the position is reestablished after the fourth arena, it may be filled on a one-year temporary basis, and the teacher may reclaim the position in the next year's transfer process. Teachers placed in a reestablished position after the fourth arena shall be placed on a one-year temporary basis.

Subd. 2. In order for a non-continuing contract/probationary teacher to reclaim a position, that position must have gone through the bidding process, either; (a) before the probationary teacher was hired to that position, or (b) before the probationary teacher re-claims the position.

Subd. 3. If a first or second year probationary teacher is displaced from their position, because that position has been changed or eliminated, and that position is re-created before the first arena (Article XII, Section 3, Subdivision 2(A)) that probationary teacher may reclaim the re-created position prior to the arena process.

Subd. 4. Positions re-created after the first arena, will not be subject to probationary reclaim (Article XII, Section 5, Subd 3) and shall be filled in accordance with the provisions of Article XII, Section 3, Subdivision 2 (A).

Section 6. Transfers Between Departments: Teachers may transfer to another department area for which they are licensed and qualified. Teachers may not transfer, however, into a licensure area if their transfer would result in more teachers in the department than positions.

Section 7. Administrative Directed Transfers: Effective management of School District programs may require administrative directed transfers.

Subd. 1. Basis: Administrative directed transfers imply that the teacher may be doing satisfactory work; however there has been a breach in the working relationship, either between the teacher and the principal or the teacher and the staff.

Subd. 2. Procedure: When an administrative directed transfer is necessary, the responsible administrator will discuss the reasons for the transfer with the teacher and the Union. At the request of the teacher, the reasons will be provided in writing. No such transfer will be done arbitrarily, capriciously, or without basis in fact. An attempt will be made to reach agreement with the teacher and on which vacancy the teacher will fill, and the Union shall be notified in writing.

Section 8. Educational Need: The School District shall have the right to override the transfer and reassignment provisions of this article based on educational need. In the event that an override is necessary, the reasons shall be reduced to writing and forwarded to the Union. No such action shall be done arbitrarily, capriciously and without basis in fact.

Section 9. Teachers Returning from Unpaid Leaves of Absence:

Subd. 1. Teacher Placement: Teachers returning from unpaid leaves of absences of 12 months or less shall be placed in their prior teaching positions. Teachers returning from unpaid leave of more than 12 months shall be placed in a teaching position through the operation of the transfer process.

Subd. 2. Eligibility to Bid: Teachers on unpaid leaves of absence may bid for posted positions under the provisions of this Article after their letter of intent to return has been received in the Human Resources Office.

Section 10. Teachers on Unrequested Leave of Absence:

Subd. 1. Eligibility to Bid: Teachers on unrequested leave of absence shall not be eligible to bid for positions under the provisions of this article until they have been recalled to a position of at least the percent of time of the position to which they would bid.

Subd. 2. Priority: Qualified teachers on unrequested leave of absence shall have priority for vacancies that are not posted due to timing constraints, but will be filled on a temporary basis.

Subd. 3. Application: Nothing in this Article shall be construed to preclude the School District from proceeding to place teachers on unrequested leave of absence within the statutory timelines as provided in Minn. Stat. 122A.40.

Section 11. Union Released Leave:

Subd. 1. Members of the teachers bargaining unit released by the bargaining agent shall be able to reclaim the specific position out of which they took union leave regardless of the number of years they have been on union leave.

Subd. 2. For the purpose of being released by the teachers bargaining agent, teachers going on union leave will be allowed to bid for a part time position(s) and still be allowed to bid on a full time position when their union leave is over.

Article XIII

Unrequested Leave of Absence

See MOA that replaces Article XIII for the duration of this contract

Article XIV

Grievance Procedure

Section 1. Grievance Definition: A "grievance" shall mean a written allegation by a teacher resulting from a dispute or disagreement between the teacher and the School District as to the interpretation or application of this Agreement. In the event that two (2) or more teachers file a "grievance" concerning the same subject, the grievances shall be combined and processed as a single grievance in accordance with the provisions of this Article. The disposition of such a "grievance" shall be applicable to all teachers who are similarly affected.

Section 2. Representative:

Subd. 1. The School District may be represented during any step of the grievance procedure by any person or agency so designated.

Subd. 2. The teacher shall be represented by the Union, or its designated representatives, at Levels I and II of the grievance procedure.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: The time limits specified in this Agreement may be extended by mutual agreement of the School District and the Union.

Subd. 2. Days: A reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by this procedure, the date of the act, event, or default shall not be included. The last calendar day of the period shall be counted unless it is a legal holiday, in which event the time period shall continue to run until the end of the next calendar day that is not a legal holiday.

Subd. 4. 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.

Section 4. Time limitation and Waiver:

Subd. 1. Grievances shall not be valid for consideration unless the grievance is submitted in writing on the Union's Grievance Form to the School District's designee, setting forth the facts of the grievance, the specific provisions of the Agreement allegedly violated, and the particular relief sought, within 20 days from the date giving rise to the grievance. Failure to file a grievance within such time period shall be deemed a waiver of the grievance.

Subd. 2. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance.

Subd. 3. Failure of the School District or its designated representative to respond to the grievance within the time limits hereinafter provided shall be considered a denial and immediately appealable to the next step.

Section 5. Adjustment of Grievances: The School District and the teacher shall attempt to adjust all grievances that may arise during the course of employment of a teacher in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussion with the teacher's Building Principal, the Principal shall prepare a written decision on the grievance within 5 days after receipt of the written grievance. A copy of the decision shall be sent to the teacher and the Union.

Subd. 2. Level II: In the event the grievance is not resolved at Level I, the resulting decision may be appealed by the Union to the Superintendent or designee, provided, such appeal is made in writing within 5 days after receipt of the decision at Level I. If a grievance is properly appealed, the Superintendent or designee shall set a time to hear the grievance within 7 days, and within 5 days after the hearing, the Superintendent or designee shall issue a decision in writing to the Union.

Subd. 3. Level III. In the event the teacher and the Superintendent or designee are unable to resolve a grievance, the grievance may be submitted to binding arbitration.

Section 6. School Board Review: The School Board reserved the right to review any decision issued at Level I or Level II of this procedure, provided, the School Board or its representative notifies the Union of its intention to review the decision within 10 days after the decision has been issued. In the event the School Board reviews the decision under the provisions of this Section, the School Board reserves the right to reverse or modify such decision.

Section 7. Arbitration Procedures: A request for arbitration must be filed in writing, and signed by the Union. Such request must be submitted within ten (10) days following the decision at Level III of the grievance procedure.

Subd. 1. Selection of Arbitrator: The arbitration request shall be referred to an arbitrator chosen from a panel of five (5) permanent neutral members previously mutually selected by the Union and the School District.

Subd. 2. Hearing: The Arbitrator shall hear the grievance and both parties may be represented by such person or persons as they may choose and designate. Unless the parties stipulate the

issue, each party will submit a written statement of the issue at the outset of the arbitration hearing. The parties shall have the right to a hearing at which time both parties will the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue(s) before the Arbitrator. The proceeding before the Arbitrator shall be a hearing denovo.

Subd. 3. Decision: The decision of the Arbitrator shall be issued within 15 days after the close of the hearing. Decision, in cases properly before the Arbitrator, shall be final and binding upon the parties, subject to the limitations of arbitration decisions as provided by the PELRA.

Subd. 4. Expenses: Each party shall bear its own expenses in connection with the arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The party requesting the transcript shall bear all expenses for said transcript. The fees and expenses for the neutral arbitrator's services shall be borne equally by the Union and the District and each party will be responsible for compensating its own representative and witnesses.

Subd. 5. Jurisdiction: The Arbitrator shall have jurisdiction over grievances properly before the Arbitrator pursuant to the terms of the 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 the 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 arbitration extend to matters of inherent managerial policy which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and discretion and number of personnel. In considering any issue in dispute, the Arbitrator shall give due consideration to the statutory rights and obligation of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 6. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a procedure as outlined here, the teacher shall waive the right to initiate a grievance pursuant to this Article or, if a grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

Article XV

Teacher Severance Plans/TSA

Section 1: Eligibility: The following eligibility criteria applies to Severance Plan I and Severance Plan II.

Subd. 1. Full-time teachers, as defined in Article 1, Section 3, Subd. 4, who have completed at least 15 years of service, the last 5 years of which have been continuous with the School District and whose age and years of service with the District add up to 70, shall be eligible for a severance payment, pursuant to the provisions of this Article. This Severance Plan shall not apply to any teacher who has been discharged for cause by the District.

Subd. 2. Leaves of Absence: Time spent on approved leaves of absence, as provided in Article XI, Sections 1, 2, or unpaid leaves for maternity related purposes, and Extended Leaves of Absence shall be included in the calculation of years of continuous service.

Subd. 3. Determination of Age: For purposes of this Article, the school year shall be defined as beginning on July 1 of one year and ending on June 30 of the year following.

Subd. 4. The following terms and conditions will apply to teacher retirements during 2013-2014 and 2014-2015 school years for teachers who qualify for Severance Plan I or Severance Plan II.

A. Retirements will be accepted, effective either; a) at the end of the day on a semester or trimester break, or b) at the end of the day on the last duty day of the school year;

B. Teachers intending to retire during the school year, in accordance with Article XV, Section 1, Subdivision 4.A, must submit written notice of intent to retire at least 45 days prior to the requested date of retirement, and;

C. Teachers intending to retire effective the end of the day on the last duty day of the school year, must submit notice in accordance with Article XV, Section 3.

Section 2. Insurance: The following criteria regarding insurance participation applies to both Severance Plan I and Severance Plan II. Teachers who terminate their employment prior to qualification for Medicare, shall be eligible to participate in the group health and hospitalization plan established by Article VII, Section 2 of the Teachers' Master Agreement.

Subd. 1. Such teachers shall pay the full monthly premiums of such insurance plans in which they are to participate.

Subd. 2. Said teacher's eligibility for participation in the group health and hospitalization plans as defined in this Article shall cease upon qualification for Medicare.

Section 3. Application and reimbursement: The following criteria regarding application and reimbursement applies to both Severance Plan I and Severance Plan II. To be eligible for the benefits of this article a teacher must submit a written request for severance pay and the employee's written notice of intention to resign prior to February 15 of the school year at the end of which severance will take place. Actual written resignation must be received no later than March 15 and be accepted by the School Board.

Section 4. Part-time Teaching Option: The following criteria regarding part-time teaching option applies to both Severance Plan I and Severance Plan II. The School District, at its sole discretion, may grant a part-time teaching option to a teacher in accordance with 1979 Session Laws of the State of Minnesota.

Severance Plan I

Section 1. Eligibility: This Severance Plan replaces the previous severance plan and shall begin at the end of the 2001-2002 school year, to teachers hired before July 1, 1991.

Section 2. Basis of Severance Payment: A teacher, upon retirement, shall be eligible to receive a severance payment which shall be equal to 5 days of the teacher's base salary rate for each full year of full-time continuous service to the School District, not to exceed a total of 128 days' pay.

Subd. 1. Base Daily Salary Rate: The base daily salary rate shall be determined by dividing the teacher's basic Salary Schedule compensation to Schedule A or Schedule B of this Agreement, including any Career Increment, for which the teacher is eligible during the last full year of service prior to retirement, by the number of duty days as defined in Article IX, Section 1. Additional compensation for extra-curricular assignments, extended time assignments, or any other assignments shall not be included when determining the base daily salary rate.

Section 3. Payment: Upon retirement, a teacher shall receive a severance allowance of a maximum of one hundred twenty eight (128) days pay, minus the District's TSA match contributions, up to \$22,500, in two equal payments on or about June 15 and on or about January 15 of the year of retirement. The District will contribute an amount equal to the value of the retiring teacher's severance payments directly into the retiree's 403B account. The retiree will not receive any direct payment from the District for severance pay. The District's annual contribution into the retiree's 403B account must not exceed the IRS annual contribution limit. The District will only make contributions to accounts with investment vendors that have current hold harmless agreements on file with the District.

For purposes of calculating the maximum deferral limit, the District will provide the retiree with contribution information for the previous twelve (12) months. The employee will then submit the calculation of maximum deferral from the vendor.

Subd. 1. Deductions: Deductions shall be made from the severance payment(s) only as required by law.

Subd. 2. Beneficiary: If the teacher dies after the effective date of retirement but before the total severance payment has been received, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.

Section 4. Insurance:

Subd. 1. Upon severing employment, the number of days of unused paid absence leave the teacher has shall be used in calculating the District's contribution to the group health and hospitalization plan.

Subd. 2. The value of each of the days of unused paid absence leave shall be equal to the base daily salary rate as defined in Sec. 2. Subd. 1 of this Article. The maximum amount of money the District shall contribute to any teacher's account is one hundred and twenty one days pay (121) to a maximum of \$41,347.

Subd. 3. Upon severing employment, each teacher shall designate whether they want employee or family health and hospitalization coverage. The District will pay the full monthly dollar amount for the coverage chosen on the group health and hospitalization premium until the District's insurance contribution is exhausted or the teacher qualifies for Medicare, whichever comes first. If the teacher's insurance money is exhausted before the teacher qualifies for Medicare and the teacher chooses to continue said coverage, the teacher shall be responsible for making those premium payments. Any amount left in the teacher's account after qualifying for Medicare reverts to the District.

Severance Plan II

Section 1. Eligibility: This Severance Plan shall begin in January 2002, for teachers hired after July 1, 1991.

Section 2. Payment: Upon retirement, a teacher shall receive a severance allowance of twenty two thousand five hundred dollars (\$22,500.00), minus the District's TSA match contributions, up to \$22,500, in two equal payments on or about June 15 and on or about January 15 of the year of retirement. The District will contribute an amount equal to the value of the retiring teacher's severance payments directly into the retiree's 403B account. The retiree will not receive any direct payment from the District for severance pay. The District's annual contribution into the retiree's 403B account must not exceed the IRS annual contribution limit. The District will only make contributions to accounts with investment vendors that have current hold harmless agreements on file with the District. For purposes of calculating the maximum deferral limit, the District will provide the retiree with contribution information for the previous twelve (12) months. The employee will then submit the calculation of maximum deferral from the vendor.

Subd. 1. Deductions: Deductions shall be made from the severance payment(s) only as required by law.

Subd. 2. Beneficiary: If the teacher dies after the effective date of retirement but before the total severance payment has been received, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.

Tax-Sheltered Annuity Matching Program

Section 1. Match Option for Teachers hired before July 1, 1991: Teachers hired before July 1, 1991 may participate in the District's Matching plan beginning in January 2002. The District will match up to two thousand Dollars (\$2000.00) annually. If any employee defers an annual amount that is less than the amount the district would match the District will then match the employee's lower amount. If an employee fails to defer any money on an annual basis, the district will not

contribute any compensation to the employee's 403b fund that year. The employee may defer additional amounts of their compensation to the 403b Deferred Compensation Plan or in any other TSAs of their choosing as permissible by law.

Section 2. Match Option for Teachers after July 1, 1991: The District will match each teacher eligible for this plan up to six hundred dollars (\$600.00) annually in their 4th through 10th years of service; up to nine hundred dollars (\$900.00) annually in their 11th through 17th years of service; and up to twelve hundred dollars (\$1200.00) in their 18th year of service and beyond. If any employee defers an annual amount that is less than the amount the district would match will then match the employee's lower amount. If an employee fails to defer any money on an annual basis, the district will not contribute any compensation to the employee's 403b fund that year. The employee may defer additional amounts of their compensation to the 403b Deferred Compensation Plan or in any other TSAs of their choosing as permissible by law.

Article XVI

Nurses

Section 1. All the provisions of the Teachers' master Agreement shall apply to eligible certified public school nurses except for the following: Article VIII - Hours of Service

Section 2. Lead Nurses: Lead Nurses shall be appointed by the School District. A nurse appointed to the job classification of Lead Nurse shall be compensated at the rate of \$4375 per work year for the assignment.

Section 3. Hours of Employment:

Subd. 1. Normal Work Day: The normal workday for full-time nurses shall consist of 8 consecutive hours. During the normal workday, a meal period shall be scheduled at a time and place approved by the nurse and nurses' supervisor. During the meal period, a nurse shall be considered on duty and shall be responsible to perform job duties and responsibilities as required. Reasonable attempts will be made to provide a duty-free lunch period.

Subd. 2. Rest Periods: Two rest periods, not to exceed 15 minutes each, shall be provided during the normal workday. Rest periods shall be taken at a time approved by the nurse and the nurses' supervisor - 1 period in the 1st half of the normal workday and 1 period in the 2nd half.

Subd. 3. Part-time and Temporary Nurses: The School District reserves the right to employ and schedule work for part-time and temporary nurses as it deems necessary to meet the needs of the school nursing program.

Subd. 4. Additional Activities: Nurses may, in addition to their normal workday, be responsible to participate in a reasonable amount of school-related activities such as PTA, conferences, open house, and other similar activities.

Section 4. Retirement:

Subd. 1. Contribution: The School District shall make PERA and/or TRA and FICA retirement contributions on behalf of eligible nurses in accordance with State and Federal law.

Article XVII

Public Obligation

Section 1. No Strike: The exclusive representative agrees that at no time prior to July 1, 2015, will either the exclusive representative or any person acting on its behalf, or any individual employee, engage in any strike, including sympathy strikes or unfair labor practice as defined by the PELRA.

Section 2. No Lockout: In consideration hereof, the School District agrees that it will not engage in any lock out of members of the bargaining unit during the period covered by the no strike agreement.

Section 3. Procedure: The parties agree that procedures affecting this Article are provided by the PELRA and, therefore, shall not be subject to the grievance or arbitration procedure.

Article XVIII

Discipline

Section 1. Discipline: The following disciplinary actions may be imposed by the District for just cause.

1. oral reprimand;
2. written reprimand;
3. withholding of increment;
4. suspension without pay; and
5. dismissal in accordance with Minnesota Statutes.

Section 2. Disciplinary Meeting: Normally, disciplinary action taken pursuant to this Article shall be administered at a meeting called for such purpose. The teacher shall receive written or oral notice of the meeting and except in the case of an oral reprimand, shall be entitled to Union representation. When warranted, disciplinary action may be taken immediately by the School District.

Section 3. Notice: Except in the case of an oral reprimand, the affected teacher and the Union shall be provided a written copy of the disciplinary action imposed. The teacher may elect in writing not to have notice of such disciplinary action provided to the Union.

Section 4. Grievance Procedure: Except as otherwise provided in this Article or by statute, a disciplinary action taken pursuant to this Article may be appealed through the grievance procedure as set forth in Article XIV of this Agreement. Oral reprimand shall not be subject to the grievance procedure. Written reprimands, under normal circumstances, shall be presented to a teacher in person at a meeting called for this purpose. The teacher shall be requested to sign a copy of the reprimand with the understanding that the teacher has read the reprimand, but not that the teacher necessarily agrees with its content or accuracy. If the teacher refuses to sign the reprimand, it may be placed in the teacher's personnel file by the School District with a notation indicating the date the meeting was held to review the reprimand and the fact that the teacher refused to sign the copy placed in the file. The teacher shall be afforded up to fourteen (14) calendar days to respond in writing to the reprimand and the teacher's response shall be attached to the file copy of the reprimand.

Section 5. Teacher Dismissal: Procedures governing teacher dismissal are those provided under Minnesota Statute 122A.40, as amended. Nothing in this Article shall limit the right or obligation of the parties with respect to Minnesota law.

Article XIX

Early Childhood Family Education / School

Readiness Teachers / Parent Educators

Section 1. Seniority and Layoff: Early Childhood Family Education-ECFE / School Readiness-SR / Parent Educator-PE (Hereafter shall be referred to as ECFE/SR/PE) teachers shall be listed on a separate seniority list from other teachers within the School District based on date of hire. ECFE/SR/PE teachers shall have seniority rights only in the ECFE/SR/PE program. K-12 teachers and other teachers within the District may not bump or displace ECFE/SR/PE teachers or vice versa. ECFE/SR/PE teachers are not subject to the rights as set forth in Minnesota Statute 122A.40. Layoff of ECFE/SR/PE teachers shall be in inverse order of seniority.

Subd. 1. Seniority Date: ECFE/SR/PE teachers hired prior to May 20, 2005 seniority date shall be as established at Arena bidding on May 20, 2005. ECFE/SR/PE teachers hired after May 20, 2005 seniority shall be determined in accordance with Article XIII, Section 4, Subdivision 2.

Subd. 2. Seniority List: The District will post the seniority list in accordance with Article XIII, Section 6. ECFE/SR/PE teachers may challenge the correctness of the ECFE/SR/PE Seniority List with regard to seniority and FTE (bidding and/or position hours combined).

Section 2. Probation: The length of probation for ECFE/SR/PE teachers shall be for three (3) continuous years from date of initial hire. During such probationary period, an ECFE/SR/PE teacher may be terminated at the sole discretion of the School District.

Section 3. Continuing ECFE/SR/PE Teachers: ECFE/SR/PE teachers who successfully complete the probationary period shall hold continuing employment based on their seniority and license. Continuing teachers may only be terminated for just cause or layoff due to program reductions.

Section 4. Recall: Continuing ECFE/SR/PE teachers on layoff shall have rights to recall for two (2) years should a position become available during that time frame. As positions become available, the School District must notify individuals by certified mail of any job openings. Individuals on layoff may reject any job that has fewer hours than those held at the time of layoff. However, any teacher that rejects a job offer equal to or greater than their previous position loses the right to further recall. ECFE/SR/PE teachers shall notify the Superintendent by certified mail of their acceptance or rejection of a position within seven (7) calendar days of receipt of a recall notice. Teachers on layoff have the personal responsibility to keep the School District informed of their current mailing address.

Section 5. Salary: ECFE/SR/PE teachers shall be paid on a pro-rata basis from the regular teacher salary schedules (Salary Schedule A and Salary Schedule B) of this master agreement.

Subd. 1 Workshop: ECFE/SR/PE teachers shall be compensated on a prorated basis (based on K-12 teachers extra duty days beyond student contact) for attendance at required workshops.

Subd. 2 Subbing: ECFE/SR/PE teachers subbing for another ECFE/SR/PE teacher's class will be paid at the rate of \$25.00 per hour for student contact time, supervisory time and other prep time.

Section 6. Group Insurance: ECFE/SR/PE teachers shall be eligible for School District group insurance premium contributions as provided in Article VII of this master agreement. Part time ECFE/SR/PE teachers may individually elect to participate in the group insurance programs and receive prorated School District contributions toward the individual health, hospitalization, and major medical premium as provided in Article VII of this master agreement.

Section 7. Paid Absence Leave: Beginning July 1, 1990, ECFE/SR/PE teachers shall accumulate paid absence leave (Article X), prorated based upon hours worked.

Section 8. Additional Duties:

Subd. 1 Additional Required Duties: ECFE/SR/PE teachers may be assigned by the ECFE/SR/PE Supervisor to additional duties in excess of their FTE. These duties include but are not limited to; ECFE/SR/PE meetings, open house, curriculum development, and assigned staff development. ECFE/SR/PE teachers will be paid at their hourly rate for such activities and/or meetings.

Subd. 2 Additional Activities: ECFE/SR/PE teachers who choose to be part of additional activities coordinated by the ECFE/SR/PE Supervisor shall be paid at the rate of \$25.00 per hour for the additional activities.

Section 9. Weather Closing: See, Article IX, Section 3.

Section 10. Hours of Service

Subd. 1 Student Contact Time: Student contact time shall be defined as the time spent teaching a class as scheduled.

Subd. 2 Preparation Time: Preparation time shall be defined as a block of time for the teacher to prepare for their teaching assignment. ECFE/SR/PE teachers shall receive preparation time in proportion to contact time in the same proportion as K-12 teachers.

Subd. 3 Supervisory Duties: Supervisory time shall be defined as a block of time on site where direct teaching does not take place, but students/parents are arriving and dismissing. ECFE/SR/PE teachers shall have supervisory time assigned in proportion to contact time in the same proportion as K-12 teachers.

Subd. 4 On Site Prep Time: On site prep time shall be defined as time on site for additional preparation (e.g. set up/take down). ECFE/PE teachers shall have on site prep time in proportion to contact time in the same proportion as K-12 teachers.

Section 11. Teaching Assignments: The purpose of this section is to provide a smooth and efficient procedure for assignment of teachers for the next school year. The following language shall determine the placement of teachers for the next year's assignments:

Subd. 1. Eligibility: Mandatory and Voluntary Bidders shall participate in person or by proxy in this bidding process. ECFE/SR/PE teachers who fail to participate in person or by proxy in the bidding process shall lose their right to employment in the next school year.

Subd. 2. ECFE/SR/PE Arena Posting and Time Lines: The School District shall during the month of May each year provide a list of class offerings to be taught the next school year including the day, time, and location when possible. The School District shall also establish an "ECFE/SR/PE Arena" and set the date and location where all eligible ECFE/SR/PE teachers shall come together to bid on positions for the next school year.

Subd. 3. Position: A position is a class or series of administratively grouped classes (hereafter "a group") for which the ECFE/SR/PE teacher holds the appropriate license(s). An ECFE/SR/PE teacher shall own the class or group which they acquire through the ECFE/SR/PE Arena process to include classes that were not terminated prior to the start of the class term. In the event of an unusual circumstance, an ECFE/SR/PE teacher who requests to drop FTE hours after July 1st of any given year may do so only with the consent of the ECFE/SR/PE Supervisor.

Subd. 4. Availability: A class or group shall be available and eligible to be bid upon by other ECFE/SR/PE teachers if the class or group has not been acquired through the ECFE/SR/PE Arena process.

Subd. 5. Reclaiming and Bidding Procedure: Positions that were bid on during the previous year's bidding process and have not changed, are owned positions. ECFE/SR/PE teachers shall by order of seniority, holding an appropriate teaching license, bid upon a teaching position for the next school year through the following process;

A. Arena One. All ECFE/SR/PE teachers will own their position as defined in Subd. 3 of this section. The intent of Arena One shall be to have ECFE/SR/PE teachers, on the basis of seniority, acquire classes or groups that will bring them up to their FTE—they held in the previous year. This round shall also include any continuing teachers on layoff with rights to recall. If the number of classes available for the next school year is greater than the number needed for all eligible ECFE/SR/PE teachers to reclaim their FTE, then beginning with the most senior participating teacher in order of seniority may add a class(es) or a group up to the FTE hours per week maximum for a full time position, as long as a less senior teacher will not be displaced. If the number of classes available for the next school year is not sufficient to allow all eligible ECFE/SR/PE teachers to reclaim their hours, any less senior ECFE/SR/PE teachers shall be placed on layoff. If an ECFE/SR/PE teacher voluntarily chooses not to reclaim available hours they shall not be considered placed on layoff and therefore will not have recall rights pursuant to Section 4. If the number of classes available does not allow all eligible teachers to add a class, this round ends. If classes remain after every eligible teacher has added a class, then a second arena process will be conducted.

B. Arena Two. Teachers with less than hours per week full-time FTE may participate in Arena Two until they reach full time status-per week. Teachers with more than full time FTE may participate in this round to drop a class or group completely, or to drop a class or group and pick up a class or group of equal amount of time. Teachers with more than full time status per week cannot add a class or group as their only action during Arena Two. Beginning with the most senior participating teacher, each teacher, in order of seniority, may add one (1) class or group up to maximum for a full time position. If the number of classes available does not allow all eligible teachers to add a class, this round ends. If classes remain after every eligible teacher has added a class, then a third arena process will be conducted. This process will be repeated until all eligible teachers have passed.

Subd. 6. Canceled Classes: If a contracted ECFE/SR/PE teacher's assigned class(es) is canceled, the teacher shall have the right to choose from any available classes for which the teacher holds the appropriate license. If there are no available classes that fit into the teacher's existing position (day/time/location) then the district will determine their work assignment (displacing the least senior ECFE/SR/PE teacher or assignment of other ECFE/SR/PE duties) to fulfill their FTE and so as not to reduce their compensation.

Section 12. The School District reserves the right to assign 1 (one) Night Classes to ECFE/PE teachers, if there are no qualified applicants. Night classes are defined as classes beginning at 5:00 pm or later.

Section 13. Any ECFE/SR/PE teacher who is willing to take an additional night class may do so.

Article XX

SITE

Section 1. SITE Teams: The District and the Union acknowledge that there is no request or agreement to enter into a school site decision-making agreement pursuant to M.S. § 123B.04, and therefore the specific provisions of the statute do not apply

Section 2. Election of SITE TEAM Members: SITE Team members shall be elected at all schools.

Section 3. SITE TEAM Roles and Responsibilities: SITE Team roles and responsibilities shall be as mutually agreed by the District and the Union and as jointly communicated by the Superintendent of Schools and the President of the Union.

Section 4. District SITE Team Information: SITE Team's shall share information at meetings as scheduled and directed by the District.

Section 5. District SITE Team Advisory Committee: Problems unresolved by SITE Teams and/or SITE Team decisions requiring a waiver of any provision of the Master Agreement shall be brought to the District SITE Team Advisory Committee. The District and the Union shall each appoint two (2) members to the District SITE Team Advisory Committee.

Section 6. SITE TEAM Minutes/Evaluation: Written summaries of every SITE Team meeting shall continue to be sent to the Human Resources Department of the School District and the Union within one week of the meeting. This should include a copy of the SITE Team's constitution and by-laws and a year-end evaluation process and reported results.

Article XXI

Duration

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2013, unless provided otherwise herein, through June 30, 2015. If either party desires to modify or terminate this Agreement commencing on July 1, 2013, it shall give written notice of such intent no later than April 1, 2015. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 60 calendar days prior to the expiration of this Agreement

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

Section 3. Finality: Any matters relating to the current Agreement, whether or not referred to in this Agreement shall not be open for negotiations during the term of this Agreement, provided, the School District and the Union may mutually agree to amend the Agreement during its term.

Section 4. Individual Contracts: The initial employment of a teacher in the District shall be by written contract, signed by the teacher and by the School Board. All subsequent employment shall be by notice of assignment and salary, provided, however, that nothing in this Section shall be construed to deprive a teacher of the right to resign pursuant to Minn. Stat. 122A.40, subd. 7.

Subd. 1. Initial Employment: Each teacher upon initial employment in a position that requires licensure by the Minnesota Department of Education shall receive a written contract, signed by the teacher and the chairman and the clerk of the School Board. This Agreement shall be subject to and consistent with the provisions of this Master Agreement and shall be continuing.

Subd. 2. Changes in Assignment: No changes in the teacher's annual assignment may be proposed after the issuance of notice of assignment without the consent of the teacher.

Subd. 3. Additional Assignments:

A. Additional assignments shall be made by written contract and consistent with this Master Agreement.

B. Vacancies for additional assignments shall be posted in each building in the district for at least two weeks before they are filled so that interested and qualified teachers may apply

Subd. 4. Subsequent Employment: After initial employment, the School District shall give written notification to each teacher in the bargaining unit of the teacher's assignment and salary for the forthcoming school year. Such notification shall be by the form provided in Attachment II, and shall be given to the teacher no later than June 1. In the event it is a bargaining year and no agreement has been reached, the School District shall reissue notices of assignment with the new salary amounts within 30 days of ratification of the new Master Agreement by both the Union and the School District.

Section 5. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

END OF MASTER AGREEMENT

**Salary Schedule A
2013-2014**

STEP	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45
1	35,471	36,029	36,984	38,116	39,838	39,838	41,122	42,260	43,282
2	36,489	37,155	38,368	39,574	41,265	41,265	42,612	43,808	44,931
3	37,188	38,613	39,879	41,194	43,072	43,072	44,406	45,758	46,954
4	38,568	40,175	41,542	42,911	44,948	44,948	46,436	47,793	49,033
5	39,958	41,931	43,351	44,789	46,822	46,822	48,383	49,799	51,199
6	41,482	43,394	44,971	46,425	48,743	48,743	50,348	51,797	53,338
7	43,020	45,015	46,603	48,195	50,770	50,770	52,481	53,997	55,521
8	44,577	46,662	48,324	50,030	52,846	52,846	54,619	56,176	57,389
9	46,134	48,310	50,048	51,874	55,377	55,377	57,271	58,901	60,637
10	48,142	50,409	52,536	54,506	60,747	60,747	62,676	64,549	66,578
11-14	50,847	53,113	55,241	57,211	63,451	63,451	65,382	67,254	69,282
15-18	53,171	55,438	57,566	59,536	65,776	65,776	67,707	69,579	71,607
19-22	55,494	57,761	59,888	61,859	68,099	68,099	70,029	71,901	73,930
23+	58,577	60,843	62,971	64,941	71,181	71,181	73,112	74,984	77,012

**Salary Schedule B
2014-2015**

STEP	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45
1	35,595	36,155	37,113	38,249	39,978	39,978	41,266	42,408	43,434
2	36,617	37,285	38,502	39,713	41,410	41,410	42,762	43,961	45,089
3	37,318	38,749	40,019	41,338	43,223	43,223	44,561	45,918	47,119
4	38,703	40,316	41,688	43,062	45,106	45,106	46,598	47,960	49,204
5	40,097	42,078	43,502	44,946	46,986	46,986	48,552	49,973	51,378
6	41,627	43,546	45,128	46,587	48,913	48,913	50,524	51,978	53,524
7	43,170	45,172	46,767	48,364	50,948	50,948	52,665	54,185	55,715
8	44,733	46,825	48,493	50,205	53,031	53,031	54,811	56,373	57,590
9	46,295	48,480	50,223	52,056	55,570	55,570	57,472	59,107	60,850
10	48,310	50,585	52,720	54,697	60,959	60,959	62,896	64,775	66,811
11-14	51,025	53,299	55,435	57,411	63,673	63,673	65,610	67,490	69,525
15-18	53,357	55,632	57,768	59,744	66,006	66,006	67,943	69,823	71,858
19-22	55,688	57,963	60,098	62,076	68,337	68,337	70,275	72,153	74,189
23+	58,782	61,056	63,192	65,169	71,430	71,430	73,368	75,247	77,282

All adjustments are included in the above salary schedules.

Extra Curricular Schedule C 2013-2015

The compensation for extra-curricular assignments shall be based upon the total points for an employee in an assignment, as calculated by the formula described herein.

Compensation for Schedule C assignments shall be the number of total points for the employee in the assignment multiplied by one hundred thirty-three dollars (\$133) per point in 2013-2014 and one hundred thirty-three dollars (\$133) per point in 2014-2015. A position's inclusion on Schedule C does not ensure that it will exist in any given school year. The position's existence is determined by district or building allocation of funds through the budgeting process. Positions listed below could be offered at either High School (HS) or Middle School (MS) level unless specifically designated.

I. ATHLETICS

	<u>Position</u>	<u>Base Points</u>
Basketball-Boys & Girls	Head Coach - HS	46
	Assistant Coach - HS	34
	9 th Grade Coach	29
Hockey-Boys & Girls	Head Coach - HS	44
	Assistant Coach - HS	32
Football - Boys	Head Coach - HS	44
	Assistant Coach - HS	31
	9 th Grade Coach	26
Lacrosse-Boys & Girls	Head Coach - HS	27
	Assistant Coach - HS	21
Swimming-Boys & Girls	Head Coach - HS	41
	Assistant Coach - HS	32
Wrestling - Boys	Head Coach - HS	40
	Assistant Coach - HS	32
	9 th Grade Coach	20
Gymnastics - Girls	Head Coach - HS	37
	Assistant Coach - HS	29
Baseball - Boys	Head Coach - HS	35
	Assistant Coach - HS	26
	9 th Grade Coach	20
Golf - Boys & Girls	Head Coach - HS	27
	Assistant Coach	20
Nordic Skiing	Head Coach - HS	34
	Assistant Coach - HS	22
Alpine Skiing	Head Coach - HS	36
	Assistant Coach - HS	22
Cross Country-Boys & Girls	Head Coach	30
	Assistant Coach - HS	26
Softball - Girls	Head Coach - HS	35
	Assistant Coach - HS	26
	9 th Grade Coach	20
Adaptive Softball	Head Coach	27
	Assistant Coach	17
Track- Boys & Girls	Head Coach - HS	37
	Assistant Coach - HS	28
Volleyball - Girls	Head Coach - HS	34
	Assistant Coach - HS	25
	9 th Grade Head Coach	19
Soccer-Boys & Girls	Head Coach - HS	35
	Assistant Coach - HS	25
	9 th Grade Head Coach	19
Tennis-Boys & Girls	Head Coach - HS	27
	Assistant Coach - HS	21
Adaptive Soccer	Head Coach - HS	27
	Assistant Coach - HS	17
<u>II. FINE ARTS</u>		
	<u>Position</u>	<u>Base Points</u>
Instrumental/Vocal	Director - HS	30
	Director - MS	12
	Assistant Director - MS	8
Pep Band	Director - HS	14
Elem Instrumental	Director	10
Elementary Vocal	Director	12
Select Ensemble	Director - HS	8
Select Ensemble	Director- MS	7
Marching Band	Director	15
	Assistant Director	10

III. FINE ARTS CONTINUED

	<u>Position</u>	<u>Base Points</u>
One Act Play	Director - HS	21
	Assistant Director - HS	14
	Carpenter/Tech Director	10
	Director - MS	14
Major Plays	Director - HS	29
	Assistant Director - HS	19
	Technical Director-HS	5
Musicals - HS	Directors - HS	37
	Assistant Director - HS	23
	Vocal/Director	20
	Choreographer	13
Musicals - MS	Orchestra Director	12
	Costumer	11
	Carpenter/Art Director	11
	Director	16
Chamber Theater	Vocal/Instrumental Dir	12
	Director	12
Thespian Society	Advisor	10
	Head Coach - HS	34
Speech/Debate	Assistant Coach - HS	26
	Head Coach - MS	16
<u>IV. PUBLICATIONS</u>		
	<u>Position</u>	<u>Base Points</u>
Newspaper	Advisor - HS	21
	Advisor- MS	18
Yearbook	Advisor- HS	28
	Business Manager - HS	18
	Advisor- MS	16
	Asst. Advisor - MS	13

V. OTHER ACTIVITIES

	<u>Position</u>	<u>Base Points</u>
Sideline Cheer/Competitive Cheer	Head Coach	27
	Assistant Coach	17
Prom	Advisor - HS	9
Homecoming	Advisor - HS	8
Dance line Fall	Advisor	10
Dance line Winter	Advisor	10
Dance team	Head Coach - HS	23
Dance team	Assistant Coach - HS	15
Math Team	Advisor	17
Mock Trial	Advisor	12
NHS	Advisor	16
Student Council	Advisor	32
SADD	Advisor	5
Applaud/		
Royal Excellence	Advisor	15
Chess	Advisor-MS	11
Weight Room	Advisor	30
DECA/BPA	Advisor	11
Transition Link	Advisor - HS	10
Transition WEB	Advisor - MS	9
School Store	Advisor-HS	15
School Store	Advisor-MS	10
Strength/Condition	Coach	32/season
Robotics	Advisor	15
	Assistant Advisor	10

Guidelines used for assigning points for co-curricular salaries:

HEAD COACH/ADVISOR/DIRECTOR:

(Time + Responsibility + Safety + Public Interest + Coaching Licensure/Certification)* + Service

ASSISTANT COACH/ASSISTANT ADVISOR/ASSISTANT DIRECTOR:

(Time)* + Service + Coaching Licensure/Certification

* denotes point values included in "Base Points."

- I. **Time** - The time required reflects the reasonable expectation for an advisor or coach for preparation, meetings, practices and performances, and has been used for the assignment of points.

<u>HOURS</u>	<u>POINTS</u>	<u>HOURS</u>	<u>POINTS</u>	<u>HOURS</u>	<u>POINTS</u>
7-9	1	163-175	13	319-331	25
29-32	2	176-188	14	332-344	26
33-45	3	189-201	15	345-357	27
46-58	4	202-214	16	358-370	28
59-71	5	215-227	17	371-383	29
72-84	6	228-240	18	384-396	30
85-97	7	241-253	19	397-409	31
98-110	8	254-266	20	410-422	32
111-123	9	267-279	21	423-435	33
124-136	10	280-292	22	436-448	34
137-149	11	293-305	23	449-461	35
150-162	12	306-318	24	462 & Up	36

- II. **Responsibility** - The scope of planning and supervision that must be furnished by an advisor or a coach for a total program.

- A. The number of coaches or advisors being supervised. Middle School positions are not included under a head coach or advisor's responsibility.

<u>Number of Assistants</u>	<u>Points</u>
0	0
1	1
2	2
3	3

- B. The scope of planning is measured by responsibility for different levels within a total program such as varsity, junior varsity, 9th grade, etc. A single team or activity utilizing students from various grades is counted as one level.

<u>Level</u>	<u>Points</u>
1	1
2	2
3 or more	3

- C. CoEd and Co-op Sports - 3 points (each)

- III. **Safety** - Safety of students is a routine responsibility for all advisors and coaches. Some activities require special supervision or protection to minimize the possibility for injury. If an activity requires safety concerns on the part of the coach or advisor, additional points may be awarded.

<u>Safety</u>	<u>Points</u>
Routine	0
Some Consideration	1
Serious Consideration	2

- IV. **Public Interest** - Only available to head coaches and advisors. This is measured by the personal demands on a supervisor from phone calls, requests from the media, and public appearances attributed to an activity. Maximum - 5 points

- V. **Service** - Years of service as a coach or an advisor will be recognized by an award of additional points according to the table below. A coach or advisor with experience in another district may receive credit up to 4 points for such experience. The points awarded for experience may never exceed the points awarded for time spent with an activity.

For both the 2013-2014 and 2014-2015 school years, the experience points for any employee paid for an extra-curricular assignment under this formula shall reflect earned experience credit. In the event of a dispute over the experience points awarded to any employee in any activity, it shall be the responsibility of the employee to provide certified evidence of any prior related work experience. To qualify for experience points, prior related work experience points must be as a licensed teacher in a school district program. The experience points for any employee paid for an extra-curricular assignment under this formula shall reflect the experience credit earned prior to each assigned year.

<u>Experience</u>	<u>Points</u>
0	0
1 year	1
2-3 years	2
4-6 years	3
7-10 years	4
11-15 years	5
16 - 19 years	6
20+ years	7

- VI. **Coaching Licensure/Certification** - Only available to assistant coaches and advisors. Assistant coaches/advisors holding current Minnesota Coaching Licensure from the Minnesota Department of Education or current recognized alternative certification (e.g. NFICEP) will be awarded one (1) additional point.

Memorandum of Agreement

Reading Recovery

(See Article XII)

It is hereby agreed between the South Washington County Schools, District 833 (hereafter "District") and the United Teachers of South Washington County (hereafter "Union") as follows:

Section 1. For positions established for the 1998-99 school year and previously, good faith agreements shall apply.

Section 2. For positions established in the spring of 1999 and subsequently, agreed upon language as summarized in Memorandum of Agreement: Classroom Teacher on Special Assignment shall apply.

This agreement shall expire on June 30, 2015.

Memorandum of Agreement

Adult Basic Education / High School Diploma Center / Homebound

Teachers

(Article VI, Section 1)

It is hereby agreed between the South Washington County School District 833 (hereafter "District") and the United Teachers of South Washington County (hereafter "Union") as follows:

Section 1. Community Education teachers teaching evening credit classes (Adult Basic Education, High School Diploma), and homebound teachers, who are members of the teachers bargaining unit, shall be compensated at the hourly rate of \$26.00 per hour.

Section 2. Community Education teachers teaching evening credit classes (Adult Basic Education, High School Diploma Center), and homebound teachers, who are members of the teachers' bargaining unit, shall be paid for a 15-minute preparation period for each hour they are contracted to teach at the agreed upon hourly rate.

Section 3. Community Education teachers teaching evening credit classes (Adult Basic Education, High School Diploma Center), and homebound teachers, who are members of the teachers' bargaining unit, whose work schedule or assignment meets or exceeds the definition of a full-time teacher (see, Article 1, Section 3, Subd. 4) shall be entitled to the following benefits as outlined in this agreement;

- Article VII – Group Insurance
- Article X – Paid Absence Leave

Section 4. Community Education teachers teaching evening credit classes (Adult Basic Education, High School Diploma Center), and homebound teachers may not bump or displace K-12 teachers or other teachers in the district, and vice versa.

This agreement shall expire on June 30, 2015.

Memorandum of Agreement

Certificate of Clinical Competence

It is hereby agreed between the South Washington County Schools, District 833 (hereafter "District") and the United Teachers of South Washington County (hereafter "Union") as follows:

1. It is the District's current practice to require all Speech Language Pathologists to maintain their Certificate of Clinical Competence. This requirement is in part to allow these employees to properly submit MA billing;
2. There is an annual expense, above and beyond customary license renewal fees, incurred by these individual employees;
3. Therefore, the District shall reimburse full-time Speech Language Pathologists up to \$200.00 annually toward the renewal fees associated with maintaining their Certificate of Clinical Competence; and
4. The effectiveness of this proposal shall be evaluated at the end of the 2014-2015 school year.

This agreement shall expire June 30, 2015.

Memorandum of Agreement
Teachers on Special Assignment
(TOSA)

It is hereby agreed between the South Washington County School District 833 (hereafter “District”) and the United Teachers of South Washington County (hereafter “Union”) as follows:

1. Teachers on Special Assignment (hereafter “TOSA”) shall mean those employees who work in a position that requires a teaching license, but whose primary responsibility does not include direct instruction of students. The purpose of TOSA positions shall be to utilize the experience, education and specific skills of individual teachers to perform unique, seasonal and/or support tasks to augment the essential services necessary for the District to accomplish its purpose and mission. The District and the Union shall mutually agree on positions to be classified as a TOSA, and will review annually.
2. The number of TOSA positions shall be determined at the sole discretion of the District.
3. TOSA positions shall be posted, but shall not be filled in accordance with Article XII – Teacher Transfers of the current agreement between the District and the Union. Selection of persons to fill TOSA positions shall be at the sole discretion of the District and the selection of persons to fill TOSA positions shall not be subject to the grievance process as outlined in Article XIV of the current agreement between the District and the Union.
4. The District reserves the total discretion to grant or to deny the continuance of a teacher in a TOSA position beyond one year.
5. An internal TOSA shall mean a teacher who has completed at least three (3) years of teaching experience in the District and has acquired continuing contract status pursuant to Minn. Stat. §122A.40 in the District. The rights of an internal TOSA shall be as follows;
 - a. Shall be a member of the Union or subject to fair share fee contribution pursuant to Minn. Stat. §179A.06.
 - b. Shall continue to accrue seniority during time of service as an internal TOSA.
 - c. Shall have a right of return to their previous teaching position if their time of service as an internal TOSA is twelve (12) months or less.
 - d. Shall have a right of return to a teaching position if their time of service as an internal TOSA is greater than twelve (12) months.
 - e. All terms and conditions of employment shall be as outlined in the current master agreement between the District and the Union.
 - f. Compensation shall be in accordance with the current master agreement between the District and the Union with additional duties compensated on a pro-rata or stipend basis.
6. An external TOSA shall mean a teacher who has not previously, or is not currently, employed in the District. The rights of an external TOSA shall be as follows;
 - a. Shall be a member of the Union or subject to fair share fee contribution pursuant to Minn. Stat. §179A.06.
 - b. Shall not acquire or accrue seniority during time of service as an external TOSA, though will retain applicable continuing contract rights pursuant to Minn. Stat. §122A.40 as acquired.
 - c. Shall have no right of return to any position within the District, though may be placed in a position as required by Minn. Stat. §122A.40.
 - d. All terms and conditions of employment shall be as outlined in the current master agreement between the District and the Union.
 - e. Compensation shall be in accordance with the current master agreement between the District and the Union with additional duties compensated on a pro-rata or stipend basis.

This agreement shall expire on June 30, 2015.

Memorandum of Agreement Classroom Teachers on Special Assignment

It is hereby agreed between the South Washington County School District 833 (hereafter “District”) and the United Teachers of South Washington County (hereafter “Union”) as follows:

1. Classroom Teachers on Special Assignment (hereafter “CTOSA”) shall mean those employees who work in a position that requires a teaching license and also requires additional certification and/or specialized skills and training, whose primary responsibility is direct instruction of students. The purpose of CTOSA positions shall be to utilize the experience, education and specific skills of individual teachers to perform unique tasks to augment the essential services necessary for the District to accomplish its purpose and mission.
2. The District and the Union shall meet and mutually agree on positions to be classified as a CTOSA, and will review annually.
3. The number of CTOSA positions shall not exceed 5% of the total FTE’s of the licensed teacher positions in the District or as otherwise mutually agreed.
4. CTOSA positions shall be posted, but shall not be filled in accordance with Article XII – Teacher Transfers of the current agreement between the District and the Union. Selection of persons to fill CTOSA positions shall be at the sole discretion of the District and the selection of persons to fill CTOSA positions shall not be subject to the grievance process as outlined in Article XIV of the current agreement between the District and the Union.
5. The District reserves the total discretion to grant or to deny the continuance of a teacher in a CTOSA position beyond one year.
6. An internal CTOSA shall mean a teacher who has completed at least one (1) years of teaching experience in the District and has acquired continuing contract status pursuant to Minn. Stat. §122A.40 in the District. The rights of an internal CTOSA shall be as follows;
 - a. Shall be a member of the Union or subject to fair share fee contribution pursuant to Minn. Stat. §179A.06.
 - b. Shall continue to accrue seniority during time of service as a CTOSA.
 - c. Shall have a right of return to their previous teaching position if their time of service as a CTOSA is twelve (12) months or less.
 - d. Shall have a right of return to a teaching position if their time of service as a CTOSA is greater than twelve (12) months.
 - e. All terms and conditions of employment shall be as outlined in the current master agreement between the District and the Union.
7. An external CTOSA shall mean a teacher who has not previously, or is not currently, employed in the District. The rights of an external CTOSA shall be as follows;
 - a. Shall be a member of the Union or subject to fair share fee contribution pursuant to Minn. Stat. §179A.06.
 - b. Shall acquire or accrue seniority during time of service as a CTOSA and will retain applicable continuing contract rights pursuant to Minn. Stat. §122A.40 as acquired.
 - c. Shall have no right of return to any position within the District, though may be placed in a position as required by Minn. Stat. §122A.40.
 - d. All terms and conditions of employment shall be as outlined in the current master agreement between the District and the Union.

This agreement shall expire on June 30, 2015.

Memorandum of Agreement
Middle School – Homeroom/Advisory

This MOA replaces Article VIII, Section 3. Subd. 6 for the duration of this contract

It is hereby agreed between the South Washington County Schools, District 833 (hereafter “District”) and the United Teachers of South Washington County (hereafter “Union”) as follows:

1. Homeroom/Advisory programs are an important and essential part of the middle school model, as recognized and recommended by the Middle School Task Force;
2. Current contract language does not allow or provide for a homeroom/advisory program at the middle school level (under the 8 period format);
3. A SITE team may determine the existence, composition and nature of homeroom/advisory program with the parameters that;
 - a. At the Secondary level, supervisory duties shall be defined as lunchroom supervision, hall monitoring, homeroom supervision, detention, ISS, or other similar duties, but shall not include study halls. Homeroom/Advisory: SITE Teams may determine the existence, composition and nature of a homeroom/advisory format within the parameters of the master agreement language. The length of homeroom/advisory (in minutes) will be determined by each SITE. The time spent in homeroom/advisory will be deducted from teacher’s supervisory time. Homerooms may take place three days per week (not to exceed 20 minutes per day). Teachers will not be required to prepare, deliver or assess curricula during homeroom. Homeroom is the place for school business to be communicated and the administration of necessary tasks such as but not limited to: District policy and testing, information distribution and school fee collection. Advisory may take place two days per week (not to exceed 20 minutes per day). Advisories are a vehicle for creating a more personalized learning environment where all students are well known by at least one adult. It also serves as a way to teach non-curricular concepts that are essential for student success. Advisory and homeroom cannot occur on the same day.
 - b. SITE teams shall submit the decision in minutes and a brief description of the decision-making process to the District SITE Team Advisory Committee annually.

This agreement shall expire on June 30, 2015.

Memorandum of Agreement
High School – Homeroom/Advisory

This MOA replaces Article VIII, Section 3. Subd. 6 for the duration of this contract

It is hereby agreed between the South Washington County Schools, District 833 (hereafter “District”) and the United Teachers of South Washington County (hereafter “Union”) as follows:

1. Homeroom/Advisory programs are an important and essential part of the high school model, as recognized and recommended by the High School Redesign Task Force and as supported by current research;
2. Current contract language does not allow or provide for a homeroom/advisory program at the high school level (under the 4 period or 6 period format);
3. A SITE team may determine the existence, composition and nature of homeroom/advisory program with the parameters that;
 - a. At the Secondary level, supervisory duties shall be defined as lunchroom supervision, hall monitoring, homeroom supervision, detention, ISS, or other similar duties, but shall not include study halls. Homeroom/Advisory: SITE Teams may determine the existence, composition and nature of a homeroom/advisory format within the parameters of the master agreement language. The length of homeroom/advisory (in minutes) will be determined by each SITE. The time spent in homeroom/advisory will be deducted from teacher’s supervisory time. Homerooms may take place three days per week (not to exceed 240 minutes per month). Teachers will not be required to prepare, deliver or assess curricula during homeroom. Homeroom is the place for school business to be communicated and the administration of necessary tasks such as but not limited to: District policy and testing, information distribution and school fee collection. Advisory may take place two days per week (not to exceed 160 minutes per month). Advisories are a vehicle for creating a more personalized learning environment where all students are well known by at least one adult. It also serves as a way to teach non-curricular concepts that are essential for student success. Advisory and homeroom cannot occur on the same day.
 - b. SITE teams shall submit the decision in minutes and a brief description of the decision-making process to the District SITE Team Advisory Committee annually.

This agreement shall expire on June 30, 2015.

Memorandum of Agreement
Article XIII Unrequested Leave of Absence
This MOA replaces Article XIII for the duration of this contract.

It is hereby agreed between the South Washington County Schools, District 833 (hereafter “District”) and the United Teachers of South Washington County (hereafter “Union”) as follows:

Section 1. Purpose: The purpose of this Article is to implement the provisions of Minn. Stat. 122A.40, Subd. 10, and represents the agreed-upon plan for the School District to place continuing contract teachers on an Unrequested Leave of Absence (“ULA”) because of the discontinuance of a position due to lack of pupils, changes in curriculum, or financial limitations.

Section 2. Definitions:

Subd. 1. Teacher: Shall mean any employee issued an individual continuing contract for a position which requires the employee to be licensed by the appropriate state agency.

Subd. 2. Stranding: Stranding is the reassignment of teaching duties in a practical and reasonable manner, designed to continue the employment of senior teachers as recognized by the Minnesota Supreme Court in Strand v. Special School District No. 1.

Subd. 3. Bumping: Bumping is the direct exercise of seniority by one teacher proposed for layoff against a less senior teacher not proposed for layoff.

Subd. 4. Qualified: Shall mean a teacher who is: 1) licensed in the subject matter category and; 2) is currently teaching or has received training or has taught within the subject matter category within the five previous school years. For purposes of determination of subject matter category, the teacher's license on file in the Human Resources Office on March 1 of each year shall be used. For purposes of defining training the transfer committee will consider training to be, at a minimum, 24 clock hours in the subject matter category.

Subd. 5. Any teacher who is currently on a Job Target, Plan of Assistance and/or Letter of Deficiency may be restricted from Stranding.

Subd. 6. Subject Matter Category: Shall mean such categories as are determined by the appropriate state agency for licensing purposes.

Subd. 7. Seniority: Shall mean continuous service during the regular school year (excluding summer sessions, extended employment, etc.) by a continuing contract teacher commencing with the first day of service in the School District and shall exclude probationary teachers as defined in Minn. Stat. 122A.44 and substitute teachers as defined in Minn. Stat. 8710.1000.

A. Seniority shall be interrupted and shall not accrue during a period of suspension for cause.

B. Seniority shall be terminated in accordance with Section 11 of this Article.

Section 3. Seniority Date: A teacher's seniority date shall be established as the most recent beginning date of service with the School District as a teacher during the regular school year and during periods of time on approved Leave of Absence as provided by this Agreement.

Subd. 1. Original Seniority Date: The original seniority date shall be retained by any teacher whose employment has been legally terminated by resignation or termination pursuant to Minn. Stat. 122A.40, but whose employment was subsequently reinstated by the School District without any break in service.

Subd. 2. Part-time: Effective July 1, 1993, teachers employed at least 1/2 of a regular duty day or at least 1/2 of a regular duty year, shall earn full seniority. Teachers employed less than 1/2 of a regular day or less than 1/2 of a regular duty year shall earn 1/2 year of seniority for each full year of service.

Subd. 3. Probationary Teachers: Probationary teachers shall have no seniority status, but shall be listed on a separate seniority list for the purposes of information.

Subd. 4. Long-term Substitutes: Long-term Substitute Teachers shall have no seniority, until it is determined that the long-term substitute teacher has acquired a continuing contract. In the event said teacher acquires a continuing contract, seniority will be granted back to the original date of employment and will accrue in accordance with Subd. 1. of this Section.

Section 4. Seniority List: The School District shall prepare from its records a seniority list which shall contain the name, seniority date, area(s) of licensure, subject matter or grade level in which the teacher has a major validated by transcript and license file folder number for each teacher.

Subd. 1. Seniority Dates Prior to July 1, 1974: Teachers starting service prior to July 1, 1974, shall acquire a seniority date in accordance with the following:

- A.** In order of a teacher's starting date of service as a teacher.
- B.** In order of a teacher's educational lane placement as of March 1, 1974 (highest education lane shall be listed first).
- C.** In order of the date a teacher signed his/her initial individual continuing contract (earliest date of signing shall be listed first).
- D.** In order of a teacher's license file folder number (lowest number shall be listed first).

Subd. 2. Seniority Dates After July 1, 1974 and Before January 1, 2006: Teachers starting service after July 1, 1974 and before January 1, 2006, shall acquire a seniority date in accordance with the following:

- A.** In order of a teacher's starting date of service as a teacher.
- B.** In order of a teacher's educational lane placement as of his/her starting date of service as a teacher (highest educational lane shall be listed first).
- C.** In order of the date a teacher signed his/her initial individual continuing contract (earliest date of signing shall be listed first).
- D.** In order of a teacher's license file folder number (lowest number shall be listed first).

Subd. 3. Seniority Dates After January 1, 2006: Teachers starting service after January 1, 2006, shall acquire a seniority date in accordance with the following:

- A.** In order of a teacher's starting date of service as a teacher.
- B.** In order of the date a teacher signed his/her initial individual continuing contract (earliest date of signing shall be listed first).
- C.** In order of a teacher's educational lane placement as of his/her starting date of service as a teacher (highest educational lane shall be listed first).
- D.** In order of a teacher's license file folder number (lowest number shall be listed first).

Section 5. Posting Seniority List: The School District will provide 4 copies of the seniority list to the Union and will post 4 copies of the seniority list in each school building before November 15 of each school year.

Subd. 1. Grievance: A teacher may challenge the correctness of the seniority list by filing a grievance as provided in Article XIV of this Agreement.

Subd. 2. Time Limit: In the absence of a grievance being filed within ten (10) duty days from the date of posting, the posted seniority list will be conclusively deemed to be correct.

Section 6. Reasons and Procedure: Teachers on the seniority list may be placed on Unrequested Leave of Absence by the School District for reasons as described in Section 1 hereof.

Subd. 1. Transfer Committee: The Transfer Committee shall be responsible for monitoring and implementing the Unrequested Leave of Absence procedure.

Subd. 2. Procedure: Prior to the start of Unrequested Leave of Absence procedure, teachers may volunteer to move to an assignment for which they are qualified.

- A.** After all voluntary movement has concluded, teachers shall be placed on Unrequested Leave of Absence, in any field in which licensure is required by the State Board of Education and who are currently teaching in such fields, in the inverse order of their position on the seniority list.
- B.** After all voluntary movement has concluded, teachers shall be placed on Unrequested Leave of Absence, in any field in which licensure is required by the State Board of Education and who are currently teaching in such fields, in the inverse order of their position on the seniority list.
- C.** Absent a voluntary agreement, a more senior teacher may not be stranded or realigned by a less senior teacher. Consequently, when placing one or more teachers on Unrequested Leave of Absence or when recalling one or more teachers from Unrequested Leave of Absence, the District will not reassign a more senior teacher to a different position in order to accommodate the seniority claim of a less senior teacher, unless the more senior teacher has voluntarily agreed to the reassignment pursuant to this Article.

Subd. 3. Notice: Teachers to be placed on Unrequested Leave of Absence shall receive written notice by certified mail by June 1 of the school year prior to commencement of such leave, with reasons therefore.

Section 7. Affirmative Action Program: The provisions herein shall not apply if it will result in any violation of the School District's affirmative action program which shall include ethnic, race, color or sex; and any person employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if it is necessary to effectuate the purposes of such affirmative action program.

Section 8. Replacement/Bumping Rights: A teacher who is proposed for placement on Unrequested Leave of Absence and who is qualified may elect to replace/bump the least senior teacher on the seniority list who is employed in a position for which both are licensed by the appropriate state agency.

Subd. 1. Notice: The replacement right may be exercised only if written notice (delivered in person or by certified mail) is received by the School District within 10 calendar days from the date of receipt of notice of placement on Unrequested Leave of Absence.

Subd. 2. Displaced Teacher: Any teacher so displaced shall be placed on Unrequested Leave of Absence, and shall be so notified in writing by certified mail by June 1 of the school year prior to commencement of such leave, with reasons therefore.

Section 9. Status While on Leave: Teachers placed on Unrequested Leave of Absence shall have the following rights:

Subd. 1. Paid Absence Leave: Accumulated paid absence leave shall be frozen as of the date the Unrequested Leave of Absence begins.

Subd. 2. Group Insurance: Subject to the provisions of this Agreement and the limitations of the group insurance plans established by Article VIII, a teacher on an Unrequested Leave of Absence may continue to participate in the group insurance plans. A teacher choosing to continue to participate shall pay the full monthly premiums of such plans commencing on the date the Unrequested Leave of Absence begins.

Subd. 3. Other Employment: Teachers may engage in teaching or any other occupation while on an Unrequested Leave of Absence.

Section 10. Recall: No new teacher shall be employed by the School District while there is available, on Unrequested Leave of Absence, a teacher who is qualified and licensed to fill a vacant position. A vacant position shall be defined as a teaching vacancy resulting from a resignation, death, discharge, transfer, an approved Leave of Absence, or increase in staffing requirements due to additional classes in new or existing programs. It shall be the responsibility of teachers placed on Unrequested Leave of Absence to maintain a current listing of their mailing address (including summer listing) and telephone number with the District personnel office.

Subd. 1. Temporary Replacement: The School District shall have the right to fill any vacant position from any source, on a temporary basis, pending completion of the recall procedure.

Subd. 2. Offering of Available Positions: Teacher on Unrequested Leave of Absence shall be notified by certified mail of available positions in the inverse order of their placement on Unrequested Leave of Absence.

Subd. 3. Lesser Time Positions: Teachers offered an available position of lesser time than that position the teacher held at the time of placement on Unrequested Leave, for which the teacher is qualified and licensed, shall have the option of accepting or rejecting the position. The teacher shall notify the Superintendent by certified mail of acceptance or rejection within 7 calendar days following the date of receipt of the notice of recall. A teacher accepting such a position shall continue to retain recall rights to a position equal to that position the teacher held at the time of placement on Unrequested Leave, at such time that such position is available, but not before completion of the shorter time position the teacher has accepted. In the event that such position becomes available prior to the completion of the shorter time position the position will be temporarily filled and available to the teacher after completion of the shorter time position. Teachers rejecting a recall notice for a lesser time shall remain on the Unrequested Leave of Absence recall list.

Subd. 4. Equivalent Time Position: Teachers offered an available position of equivalent or more compensation, for which the teacher is qualified and licensed, shall accept the offered position. The teacher shall notify the Superintendent by certified mail of acceptance within 7 calendar days. Teachers rejecting recall or who fail to give written notice of acceptance shall be removed from the Unrequested Leave of Absence recall list and shall be considered to have resigned.

Subd. 5. Substitute Teacher Position: A substitute position, as defined in Minn. Stat. 8710.1000, shall not be considered a vacancy within the meaning of this Article. The School District may, but is not required to, offer a substitute teacher position to teachers on the recall list and the teacher on the recall list is not required to accept a substitute teacher position. However, if a teacher accepts a substitute position, such teacher shall fulfill the substitute position and shall not be entitled for regular recall until the substitute position, which the teacher accepted, is completed.

Subd. 6. Notice: Notice of recall by the School District shall be complete upon mailing such notice by certified mail to the last known address provided by the teacher to the School District. Said notice shall contain the date of return to duty.

Section 11. Termination of Rights: A teacher's rights, as established by this Article, shall terminate upon: resignation, retirement, discharge, failure to return at the expiration of a Leave of Absence, waiver of recall, at the expiration of 5 years from the effective date of an Unrequested Leave of Absence, expiration or revocation of valid teaching license. Failure to notify the School District of the desire to remain on the recall list by March 15 of each school year shall constitute a resignation.

Section 12. Hearing Process: A teacher's sole remedy for alleging a violation of this Article shall be the procedure and hearing rights provided by Minn. Stat. 122A.40, and, therefore, any alleged violation of this Article shall not be subject to the grievance procedure of this Agreement except as otherwise provided herein.

Section 13. Filing of Licenses: In any year in which a reduction of teaching staff is occurring, and the School district is placing teachers on Unrequested Leave of Absence, only those licenses actually received by the Superintendent's office for filing as of March 1 of such year shall be considered for purposes of determining lay off within areas of license for the following school year. A license filed after March 1 shall be considered for purposes of recall, but not to the current reduction.

Section 14. Temporary Assignment: An employee on a temporary assignment for the School District outside the bargaining unit shall retain and earn full seniority rights.

This agreement shall expire on June 30, 2015

Memorandum of Agreement **Teacher Evaluation**

It is hereby agreed between the South Washington County Schools, District 833 (hereafter "District") and the United Teachers of South Washington County (hereafter "Union") as follows:

The District and UTSWC agree to form a joint task force for the purpose of establishing a performance evaluation process for probationary and continuing contract teachers in accordance with Minnesota state law and the District's strategic plan.

This agreement shall expire on June 30, 2015

Memorandum of Agreement
Illness/Injury Leave Bank
(See Article X)

It is hereby agreed between the South Washington County Schools, District 833 (hereafter "District") and the United Teachers of South Washington County (hereafter "Union") as follows:

Section 1. Teachers may participate in a Leave Bank. The purpose of the Leave Bank is to provide additional paid absence leave to those teachers who have exhausted their Paid Absence Leave and have a catastrophic accident, illness, or that have a household member with a catastrophic accident or illness.

Section 2. In order to join the Leave Bank pool for a four year period, teachers shall contribute one Personal Business day. Participating teachers may contribute no more than one Paid Absence Leave day per year in addition to their Personal Business day contribution throughout the four year period of their membership.

Subd. A. Paid Absence Leave days contributed to the bank shall have no effect on the Wellness incentive language.

Section 3. The Leave Bank will be administered by the Union.

Section 4. The decisions for use of the leave bank are not subject to the grievance procedure.

Section 5. If the language for the leave bank ceases to exist, the practice of the leave bank will continue until all days are exhausted.

This agreement shall expire on June 30, 2015

Memorandum of Agreement
Work Load Committee

It is hereby agreed between the South Washington County Schools, District 833 (hereafter "District") and the United Teachers of South Washington County (hereafter "Union") as follows:

The District and the UTSWC agree to form a work load committee to define, collect and review teacher non-duty work hours. The composition of the committee will include elementary, secondary and special education teachers; elementary, secondary and special education administrators; and member(s) of the teacher negotiating committee.

The committee will begin their work in the 2013-14 school year, provide regular progress reports to the Meet & Confer Team and develop recommendations to the teacher negotiating committee prior to the 2015-17 contract negotiations.

This agreement shall expire on June 30, 2015

IN WITNESS WHEREOF, the parties have executed this Contract as follows

FOR:

United Teachers of South Washington



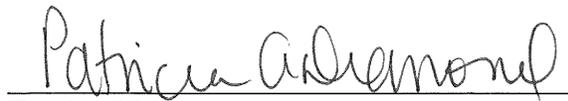
Teacher Negotiator



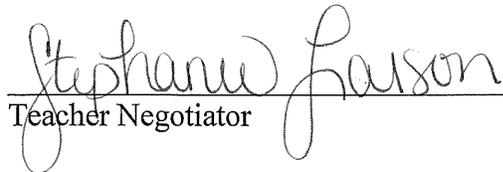
Teacher Negotiator



Teacher Negotiator



Teacher Negotiator



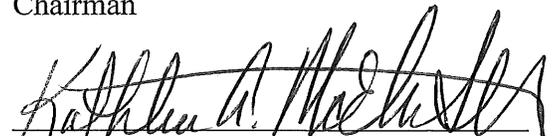
Teacher Negotiator

FOR:

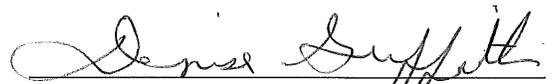
South Washington County Schools-
Independent School District 833



Chairman



Clerk



Director of Human Resources

Dated this 7 day of April, 2014

Attachment I

Insurances

Group Insurance Plans - Summary of Coverages/Monthly Premiums

The School District will contribute toward certain employee insurance plans for participating regular full-time employees. Participating employees will be required to pay the balance of the monthly premiums through payroll deduction.

Disclaimer: This document is intended only to be a general reference guide to available group insurance plans, please consult your bargaining group master contract for details concerning available plans and school board contributions. Please also consult the respective insurance policies for specific details of available coverage's, limits, and exclusions.

LONG TERM DISABILITY (LTD) INSURANCE – Individual Employee Only Coverage

CARRIER: The Standard

Disability Benefits	Coverage Limits
Elimination period	90 calendar days
LTD Benefit	66 2/3% of the first \$10,416 of your Pre-disability Earnings, reduced by Deductible Income.
Maximum:	\$6,944 before reduction by Deductible Income.
Minimum:	\$100
Assisted Living Benefit	An additional 13 1/3% of the first \$10,146 of your Pre-disability Earnings, but not to exceed \$1,387. The Assisted Living Benefit is not reduced by Deductible Income.
Employee Eligibility	Actively At Work at least 20 hours each week

Maximum Benefit Period: Determined by your age when Disability begins, as follows:

Age Maximum Benefit Period

61 or younger	To age 65, or 3 years 6 months, if longer.
62	3 years 6 months
63	3 years
64	2 years 6 months
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69 or older	1 year

The current employee cost for LTD coverage is \$0.24 per \$1,000. (CLASS III)

LIFE INSURANCE

Life Insurance – Individual Employee and Dependent Coverage's

CARRIER – The Standard (See Premium Rates below by coverage – rates as of 2014).

Insurance	Coverage Limit	Premium
Basic Life Insurance and ADD	\$ 50,000	\$ 4.50/month
Supplemental Life no ADD	\$ 50,000	\$11.00/month
	\$100,000	\$22.00/month
	\$150,000	\$33.00/month
	\$200,000	\$44.00/month
Dependent Life		
Spouse	\$10,000	\$2.20/month
Children to age 21 (24 FT student)	\$ 5,000	
Other Life Benefits		
Maximum coverage on any life	\$250,000	
Disability waiver of premium	Waiting Period means the 180 consecutive day period beginning on the date you become totally disabled.	

DENTAL INSURANCE - Individual Employee and Dependent Coverage

CARRIER: Delta Dental

This is a benefit summary sheet only. Covered dental services are limited to those services summarized below. For exact terms and conditions, refer to your group dental membership contract.

DeltaCare Customer Service (651) 406-5903 or (800) 932-3067 Delta Preferred Option (651) 406-5916 or (800) 553-9536

Service and Description	Delta Care Plan	Delta Preferred Plan		
	DeltaCare Plan 84013	Delta Dental PPO Plan 6049	Delta Dental Premier Plan 6049	Non-Participating Providers Plan 6049
Diagnostic & Preventive Services Exams & cleanings, x-rays, fluoride treatments, space maintainers	100%	100%	80%	80% of maximum allowable fee
Basic Services Emergency treatment for relief of pain, sealants, amalgam restorations (silver fillings) and composite resin restorations (white fillings) on anterior (front) teeth	100%	80%	80%	80% of maximum allowable fee
Endodontics Pulpotomies on primary teeth for dependent children, root canal therapy on permanent teeth	100%	80%	80%	80% of maximum allowable fee
Periodontics Surgical/Nonsurgical periodontics	100%	80%	80%	80% of maximum allowable fee
Oral Surgery Surgical/Nonsurgical extractions, all other oral surgery	100%	80%	80%	80% of maximum allowable fee
Major Restorative Crowns and composite resin restorations (white fillings) on posterior (back) teeth	60%	80%	80%	80% of maximum allowable fee
Prosthetic Repairs and Adjustments Denture adjustments and repairs, bridge repair	60%	50%	50%	50% of maximum allowable fee
Prosthetics Dentures (full and partial), bridges	60%	50%	50%	50% of maximum allowable fee
Orthodontics Treatment for the prevention/correction of malocclusion, available for dependent children only, age 8 up to age 19	50%	50%	50%	50% of maximum allowable fee
Deductible Per person/per family (calendar year) Note: No deductible for diagnostic and preventive services or orthodontics	None	None	None	None
Calendar Year Plan Maximum (per person)	None	\$1,000	\$1,000	\$1,000
Lifetime Ortho Maximum (per eligible child)	\$1,500	\$1,000	\$1,000	\$1,000
Eligible Dependents	Spouse & dependent children up to age 26	Spouse & dependent children up to age 26	Spouse & dependent children up to age 26	Spouse & dependent children up to age 26

South Washington County Public Schools - HealthPartners Plan Comparisons

<i>Plans with Health Assessment</i>			
	Select Choice \$15 Copay Plan	Open Access \$25 Copay Plan	Open Access \$1000 Deductible Plan
In-Network			
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Plan Year Medical OPM	\$1,200 / member \$3,600 / family	\$1,200 / member \$3,600 / family	\$2,000 / member \$4,000 / family
Plan Year Prescription OPM; combined with out-of-network	\$500 / member \$1,000 / family	Combined with Medical OPM	Combined with Medical OPM
Plan Year Deductible	N/A	N/A	\$1,000 / member \$2,000 / family
Partial List of Covered Services			
Preventive Care			
Routine Physical/Eye Exam	100%	100%	100%
Immunizations / Well Child Care	100%	100%	100%
Mammograms / Pap Smears	100%	100%	100%
Prenatal & Postnatal Care	100%	100%	100%
Allergy Shots	100%	100%	You pay 20% after deductible
Office Visits	\$15 copay	\$25 copay	You pay 20% after deductible
Convenience Care Clinics	\$5 copay	\$10 copay	You pay 20% after deductible
Virtuwell	\$5 copay; 1st (3) visits free per member	\$10 copay; 1st (3) visits free per member	You pay 20% after deductible; 1st (3) visits free per member
Inpatient Hospital	You pay 10%	You pay 20%	You pay 20% after deductible
Outpatient Hospital	You pay 10%	You pay 20%	You pay 20% after deductible
Urgent Care	\$15 copay	\$25 copay	You pay 20% after deductible
Emergency Care	\$100 copay	\$100 copay	You pay 20% after deductible
Prescription Drugs (31-day supply)	Formulary \$15 Non-Formulary \$30	Formulary \$15 Non-Formulary \$30	Generic \$12 Brand Formulary \$35 Non-Formulary \$50
Specialty Prescription Drugs	Formulary; you pay 20% to max copay of \$200 /month	Formulary; you pay 20% to max copay of \$200/month	Formulary; you pay 20% to max copay of \$200/month
Mail Order Pharmacy (93-day supply)	Formulary \$30 Non-Formulary \$60	Formulary \$30 Non-Formulary \$60	Generic \$24 Brand Formulary \$70 Non-Formulary \$100
Out-of-Network			
Lifetime Maximum	\$1,000,000	\$1,000,000	\$1,000,000
Plan Year Deductible	\$300 / member \$900 / family	\$300 / member \$900 / family	\$1,500 / member \$3,000 / family
Plan Year Medical OPM	\$4,000 / member	\$4,000 / member	\$3,000 / member \$6,000 / family
Co-insurance	You pay 35% after ded	You pay 45% after ded	You pay 30% after ded

South Washington County Public Schools - HealthPartners Plan Comparisons

<i>Plans without Health Assessment</i>			
	Select Choice \$25 Copay Plan	Open Access \$35 Copay Plan	Open Access \$1250 Deductible Plan
In-Network			
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Plan Year Medical OPM	\$1,200 / member \$3,600 / family	\$1,200 / member \$3,600 / family	\$2,000 / member \$4,000 / family
Plan Year Prescription OPM; combined with out-of-network	\$500 / member \$1,000 / family	Combined with Medical OPM	Combined with Medical OPM
Plan Year Deductible	N/A	N/A	\$1,250 / member \$2,500 / family
Partial List of Covered Services			
Preventive Care			
Routine Physical/Eye Exam	100%	100%	100%
Immunizations / Well Child Care	100%	100%	100%
Mammograms / Pap Smears	100%	100%	100%
Prenatal & Postnatal Care	100%	100%	100%
Allergy Shots	100%	100%	You pay 20% after deductible
Office Visits	\$25 copay	\$35 copay	You pay 20% after deductible
Convenience Care Clinics	\$10 copay	\$15 copay	You pay 20% after deductible
Virtuwell	\$10 copay; 1st (3) visits free per member	\$15 copay; 1st (3) visits free per member	You pay 20% after deductible; 1st (3) visits free per member
Inpatient Hospital	You pay 10%	You pay 20%	You pay 20% after deductible
Outpatient Hospital	You pay 10%	You pay 20%	You pay 20% after deductible
Urgent Care	\$25 copay	\$35 copay	You pay 20% after deductible
Emergency Care	\$100 copay	\$100 copay	You pay 20% after deductible
Prescription Drugs (31-day supply)	Formulary \$15 Non-Formulary \$30	Formulary \$15 Non-Formulary \$30	Generic \$12 Brand Formulary \$35 Non-Formulary \$50
Specialty Prescription Drugs	Formulary; you pay 20% to max copay of \$200 /month	Formulary; you pay 20% to max copay of \$200/month	Formulary; you pay 20% to max copay of \$200/month
Mail Order Pharmacy (93-day supply)	Formulary \$30 Non-Formulary \$60	Formulary \$30 Non-Formulary \$60	Generic \$24 Brand Formulary \$70 Non-Formulary \$100
Out-of-Network			
Lifetime Maximum	\$1,000,000	\$1,000,000	\$1,000,000
Plan Year Deductible	\$300 / member \$900 / family	\$300 / member \$900 / family	\$1,500 / member \$3,000 / family
Plan Year Medical OPM	\$4,000 / member	\$4,000 / member	\$3,000 / member \$6,000 / family
Co-insurance	You pay 35% after ded	You pay 45% after ded	You pay 30% after ded

Attachment II
Sample Notice of Assignment

SOUTH WASHINGTON COUNTY DIST #833

Sample: NOTICE OF ASSIGNMENT 2013-2014

This Notice of Teacher Assignment (NOA) and Salary for the **current year** is subject to the provisions of the Master agreement between Independent School District No. 833 and the Exclusive Representative. This assignment represents information as of February 14, 2014. Notices of Assignments are distributed once per year.

Please verify the information listed below by March 30, 2014.

- If the information below is accurate, please sign below and return to your building office coordinator.
- If the information below appears to be inaccurate, please contact Karin Manning (secondary at 458.6278) or Kim Bain (elementary at 458.6252).

Name: Lane/Step (as of 2/14/14):
Position: Contract Period:

2013-2014 Teaching Assignments only (*excludes* extra-curricular and other non-teaching assignments)

<u>Assignment</u>	<u>FTE</u>	<u>Bldg</u>	<u>Salary</u>	<u>Time Period</u>
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Denise Griffith
Director of Human Resources

I hereby acknowledge receipt of this notice and verify the information to be correct.

Signature (Full Name)

Date

Attachment III
Additional Services

The following positions will be funded by the School District at the rate of \$25.00 per hour:

- Site Teams - Teachers who are elected to Site Teams—up to 22.5 hours per year.
- Teachers who are Gifted & Talented Building Representatives—up to 22.5 hours per year.

Other Teacher Leaders will be compensated by stipend on the following:

Dollar Allocation:

	Staff	Total
Up to	1	\$500
Up to	4	\$775
Up to	7	\$1,050
Up to	10	\$1,325
	11+	\$1,600

Teachers may utilize up to 22.5 (3 days) hours per school year as comp time in lieu of hourly payment. For each day of comp time used, the identified stipend will be reduced at a rate of \$187.50 per day. Refer to Article VI, Section 11.

Teacher Leaders {based on Attachment III (Additional Services) of the UTSWC] can be compensated via any of the three options or combination of the three options listed below:

- Stipend payment based on Attachment III (Additional Services) of the UTSWC contract, or
 - Utilization of comp time in lieu of hourly payment, up to 22.5 (3 days) hours per school year (note that for each comp day used, the identified stipend will be reduced at a rate of \$187.50 per day), or
 - District contribution into teacher TSA (403b) plan at the rate of \$200 for 1 day, \$400 for 2 days and \$600 for 3 days (note that for each day used as a TSA contribution the identified stipend will be reduced at the rate of \$187.50 per day).
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Attachment IV 2013-2014 Calendar Summary Below

Election Days: August 13, 2013 is the Minnesota Primary Election date. November 5, 2013 is the General Election date. No meetings or other events can take place on these dates between 6:00 p.m. to 8:00 p.m. in any district facility. (MN Statute 123.32)

Energy Conservation Days: The school buildings will be closed for activities to conserve energy (main office excluded).

FIRST DAY OF SCHOOL: September 3, 2013 LAST DAY OF SCHOOL: June 5, 2014

<u>K-12 Trimester Breaks</u>	Days in Session
November 27, 2013.....End of 1 st Trimester	59
March 6, 2014End of 2 nd Trimester	58
June 5, 2014.....End of 3 rd Trimester	57
TOTAL	174

174 student contact + three student conference days= 177 student contact days (one conference day =5.5 hours)

177 student/conference days + 6 workshop days = 183 duty days per contract

Teacher Workshop Days - No Students

August 22-23, 2013.....	New Teacher Workshop Days
August 26-28, 2013.....	Back to School Teacher Workshop Days
November 8, 2013	Workshop Day for K-12
March 7, 2014.....	Workshop Day for K-12
June 6, 2014.....	Workshop Day for K-12

K-12 Holidays - No School

September 5, 2013.....	Labor Day
October 17-18, 2013.....	Professional Convention Days
November 28-29, 2013.....	Thanksgiving Break
December 23, 2013-January 1, 2014.....	Winter Holidays/Break (school resumes Jan 2nd)
January 20, 2014.....	Martin Luther King Jr. Day
February 17, 2014.....	Presidents' Day
March 10-14, 2014.....	Spring Break
April 18, 2014	Spring Holiday
May 26, 2014.....	Memorial Day

ATPPS Days - No Students

August 29, 2013
December 2, 2013
June 9, 2014

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