

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 857

LEWISTON, MINNESOTA

AND

EDUCATION MINNESOTA LEWISTON-ALTURA

July 1, 2009 - June 30, 2011

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The Modern Language Association format which writes out numbers 0-9 and uses numerals for numbers 10 and over will be used in this Master Agreement.

ARTICLE I PURPOSE

This Agreement is entered into between Independent School District No. 857, Lewiston, Minnesota, hereinafter referred to as the School District, and Education Minnesota Lewiston-Altura, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 M.S. 179A.01 to M.S. 179A.25 and its amendments, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes Education Minnesota Lewiston-Altura as the Exclusive Representative of all teachers employed by the School District. The Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2. Appropriate Unit: The School District agrees not to negotiate with or recognize any teachers' organization other than Education Minnesota Lewiston-Altura so long as Education Minnesota Lewiston-Altura is the duly authorized, Exclusive Representative of the teachers of the School District.

**ARTICLE III
DEFINITIONS**

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

Section 2. Teacher: The word, "teacher," shall mean any person employed by the School District in a position for which licensure is required by the State of Minnesota but shall not include Superintendent, assistant superintendent, principal, and assistant principals who devote more than 50% of their time to administrative duties, confidential employees, supervisory employees, essential employees, daily substitute teachers who do not teach for more than 30 working days for the same teacher, and such other employees excluded by law.

Section 3. School District: For the purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative(s).

Section 4. Shared Teacher: The term, "shared teacher," shall mean any teacher contracted by the School District and assigned duties in another school district.

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

**ARTICLE IV
SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights: The Exclusive Representative 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, utilization of technology, the organizational structure, and selection and direction and number of personnel.

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

Section 3. Effect of Laws, Rules, and Regulations: The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives, and orders issued by properly designated officials of the School Board. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time-to-time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void.

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

**ARTICLE V
TEACHER RIGHTS**

Section 1. Right to Join: Pursuant to the P.E.L.R.A., the School District hereby agrees that every teacher employed by the School District shall have the right to freely organize, join, and support the Exclusive Representative for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection and shall have the right not to organize, join, and support the Exclusive Representative.

Section 2. Request for Dues Checkoff: Any teacher who is a member of the Exclusive Representative or who has applied for membership may sign and deliver to the School District an assignment authorizing the deduction from salary of membership dues for the Exclusive Representative, including Education Minnesota and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the School District shall deduct such dues in equal installments from each regular salary check of the teacher for the duration of the teacher's individual teaching contract year beginning in September and ending in June or August of each year depending on whether the teacher is being paid over 10 or 12 months. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the end of the annual teacher's individual teaching contract.

Section 3. Fair Share Fee: Upon written request of the Exclusive Representative, the School District shall deduct a fair share fee, as determined by the Exclusive Representative, from the pay of any teacher who is not a member of the Exclusive Representative in good standing, or who does not make application for membership within 30 days from the date of commencement of teaching duties.

Subd. 1. Hold Harmless: The Exclusive Representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided in this Agreement.

Subd. 2. Thirty Days' Notice: In accordance with the P.E.L.R.A. and upon 30 days' notice in writing to the payroll officer of the name of the teacher and amount of the fair share fee certified by the Exclusive Representative, the School District will deduct such fair share fee in equal installments from such teacher's pay check each month and will forward such fees to the Exclusive Representative. The Exclusive Representative agrees to notify the School District promptly whenever any teacher subject to a fair share fee deduction becomes a member of the Exclusive Representative, and no further fair share fee deductions for such teacher will thereafter be made. In no instance shall the required contribution exceed a pro-rata share of the specific expenses incurred for services rendered by the Exclusive Representative in relationship to negotiations and administration of grievance procedures to a maximum of 85% of the regular membership dues.

Section 4. Remittance: With respect to all sums deducted by the School District, whether for membership dues or fair share fee, the School District shall remit to the Exclusive Representative, within 10 calendar days, the total amount deducted. The School District shall annually provide a list of teachers for whom such deductions have been made. The Exclusive Representative agrees to advise the School District of all members of the Exclusive

Representative in good standing and to furnish all information needed to fulfill the provisions of this section.

Section 5: Non-Discrimination: As a duly elected body exercising governmental power under the laws of the State of Minnesota, the School Board agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the P.E.L.R.A. or other laws of Minnesota or the Constitutions of Minnesota and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Exclusive Representative or collective negotiations with the School District, or his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

Section 6. Credit Union: Upon receipt of signed authorization from any teacher requesting such service, the School District agrees to deduct a fixed amount from each check as payment to the Minnesota Education Association Credit Union.

Section 7. Mutual Funds: Upon receipt of signed authorization by September 1 and/or January 1, the School District agrees to deduct from a teacher's salary, payment contributions to mutual fund investment companies or corporations as designated by the teacher or teachers involved.

Section 8. Fair Practices:

Subd. 1. Rights of Citizenship: The teachers shall be entitled to full rights of citizenship. The private and personal life of any teacher is not within the appropriate concern or attention of the School District so long as the teacher does not attempt to subvert the political or moral values of the students of the School District, nor so long as it does not interfere with performance of teaching duties.

Subd. 2. Political Rights: The teachers shall be guaranteed the right to be active politically except during hours of employment. Political rights shall include the following: registering, voting, political party participation, political issue discussion, campaigning for issues, and/or serving in elected offices which are not incompatible with current employment.

Subd. 3. Non-Discrimination: The provisions of the Agreement shall be applied equitably to all teachers without regard to race, creed, religion, color, national origin, age, sex, marital status, or place of residence.

Section 9. Personnel Files:

Subd. 1. Right to Review Files: Each teacher shall have the right, upon written request, to review the contents of his/her own personnel file. This file will be made available within 24 hours, excluding holidays and weekends, of the request. A representative of the Exclusive Representative may, at the teacher's request, accompany the teacher in this review.

Subd. 2. Placing Material in Files: No material may be placed in a teacher's personnel file without allowing the teacher an opportunity to file his/her response thereto, and said response shall become a part of said file in accordance with the procedures of Minnesota Statute (M.S.) 122A.40, Subd. 19, as amended.

Subd. 3. Copying Materials: Any teacher shall have the right to request a reproduction of any of the contents of his/her personnel file at the teacher's expense.

Subd. 4. Right to Destroy Files: The School District may destroy files as provided by law.

Section 10. Teacher Evaluation:

Subd. 1. Open Evaluation Process: All monitoring or observation of the work performance of a teacher will be conducted openly. "Openly" will be defined as the appropriate evaluator discussing with the teacher the work performance in question. Teachers will be given a copy of any class visit or evaluation report prepared by their evaluators at least one day before the conference to discuss it. No such report shall be submitted to the Superintendent, placed in the teacher's files, or otherwise acted upon without a prior conference with the teacher.

Subd. 2. Number of Evaluations: An appropriate evaluator will observe non-tenured teachers performing services on 120 days or more at least three times each year, non-tenured teachers performing services on 60 to 119 days a year at least two times a year, and non-tenured teachers performing services on fewer than 60 school days a year at least one time each year. The first observation will be announced at least 24 hours prior to the first observation.

Subd. 3. Special Education File Review: In the area of special education, one of the three observations referenced in Subd. 2. above, may include an open review of files.

Subd. 4. Review of Evaluation: Any negative evaluation relative to a teacher's conduct, service, character, or personality will not be placed in his/her personnel file unless the teacher has had an opportunity to review such materials by affixing his/her signature, which in no way indicates agreement with the contents thereof. The teacher will also have the right to attach a written answer to such material.

Section 11. Sharing: When the School District enters into an agreement to share a teacher with another School District, the teacher shall be covered by the provisions of this Master Agreement.

Section 12. Placement on Agenda: The School Board shall place on the agenda of each School Board meeting, as an item for consideration under "new business," any matters brought to its attention by the Exclusive Representative so long as those matters are made known to the Superintendent's Office in writing at least eight days prior to the meeting as per School District policy.

Section 13. Use of Buildings: The Exclusive Representative and its representatives shall have the right to use School District buildings for meetings provided that, when special custodial service is required, the School District may make a charge for it. No charge shall be made for use of rooms during the hours between 7:00 a.m. and 8:30 p.m. during the school day, provided that such use does not interrupt School District operations.

Section 14. Agreement Copies: Three signed copies of the final Agreement shall be retained for the purpose of record: one retained by the School Board, one by the Exclusive Representative, and one by the Superintendent.

ARTICLE VI BASIC SCHEDULES AND RATES OF PAY

Section 1. 2009-2010 and 2010-2011 Salary Schedules: The wages and salaries reflected in APPENDIX A, attached hereto, shall be part of the Agreement. The lanes in APPENDIX A are based on semester credits.

Section 2. 2009-2010 and 2010-2011 Extra Pay Schedules: The wages and salaries reflected in APPENDIX B1 and APPENDIX B2, attached hereto, shall be a part of the Agreement.

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

Subd. 1. College Credits: College credits used to change lanes on the salary schedule must have been earned from an accredited college or university. If college credits earned

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by attending a workshop are to be used for lane change credits, the entire cost of the workshop, including registration fees and other expenses, except substitute teacher pay, must be reimbursed to the School District. In order to apply to salary schedule lane changes, credits must meet these criteria:

1. All credit must have prior written approval from the Superintendent.
2. Master's program courses approved by the granting institution must be presented to the Superintendent for approval at the onset of the program.
3. All graduate credits must be germane to the teaching assignment or area(s) of certification, and the teacher must have received a grade of "B" or better. Administrative degree credits must be germane to the teaching assignment or area(s) of certification.
4. Acceptability of credits in question will be determined by a review committee made up of two teachers (neither of whom is petitioning for acceptance), the Superintendent, one School Board member, and one mutually agreed upon community member.
5. All credits beyond the master's lane must be graduate credits and be earned subsequent to the earning of the degree.

Subd. 2. Non-College Credits: Non-college credit for teacher training workshops taken outside the normal school day must be germane to the teaching assignment or area(s) of certification. Credits shall be granted at the rate of one credit for each 10 hours of workshop participation for workshops taken outside the school day. Any lane change may not contain more than four workshop credits. Teachers who choose to take workshops for credit shall reimburse the School District for all registration fees and other

expenses. Certificates for workshops to be used for lane change credit must be turned into the School District office within 30 days of attending the workshop.

Subd. 3. Effective Date: Requests for changes in salary due to additional credit will require an official transcript as proof of successful completion of credit and must be submitted prior to January 1, April 1, July 1, and October 1. Approval of lane changes will be considered at the next regularly scheduled School Board meeting after the required official transcript of credit with final grade has been received by the Superintendent. Payment for the new lane change will be effective on January 1, April 1, July 1, or October 1 if the request for the lane change is received prior to the respective date and the School Board approves the request even if the approval meeting comes after the designated date. If the official transcript is submitted in time for approval at the August School Board meeting, the lane change will become effective with the beginning of the school year.

Subd. 4. New Teacher Clause: Previous teaching experience, up to a maximum of five years earned during the last six years before contracting with the School District will be recognized. More years of teaching or related experience may be negotiated with the incoming teacher. A newly graduated teacher will be placed on “step A” of the salary schedule.

Subd. 5. Substitute Teachers: Rules for placement on the salary schedule shall not apply to substitute teachers. Daily substitute teachers shall be paid at a rate to be determined annually by the School Board. Long-term substitute teachers (those hired in excess of 30 days to replace the same teacher shall be paid, on a prorated basis, based on “step A” of the “BA lane” of the salary schedule.

Section 4. Pay Period: Teachers may elect to receive their pay either twice monthly over 12 months or twice monthly over 10 months. Payments will be the 15th of the month and the last day of the month except when those days fall on a weekend or holiday; then the payment will be made on the previous school day. Substitute teachers will be paid monthly following the regular School Board meeting.

Section 5. Deductions: All deductions for partial absences will be made on the length of the work day and week. The daily rate, for purposes of calculating deductions, is 1/185th of the annual salary of the teacher.

Section 6. Emergency Duty: In cases where a teacher is asked to substitute in a study hall or classroom during his/her preparation period, he/she will be compensated at his/her hourly rate based on his/her annual salary, divided by 185 days, divided by 7.5 hours.

ARTICLE VII INSURANCE

Section 1. Health, Hospitalization, and Dental Insurance: The School District shall contract with an insurance carrier to provide health, hospital, and dental insurance for each teacher and their eligible dependents as long as those teachers qualify for and are enrolled in the School District's group health and hospitalization plan. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 1. Insurance: The School District will contribute an amount not to exceed \$310.00 per month for single health and hospitalization insurance coverage; the School District will contribute an amount not to exceed \$360.00 per month for family health and hospitalization insurance coverage. In the event both husband and wife are employed as teachers by the School District and both are eligible to receive insurance coverage, then the husband and wife may combine and apply the two School District contributions

toward one policy with dependent coverage. Husband and wife, both employed in any capacity by the School District, may apply the two School District contributions toward one policy for dependent coverage. The dollar amount applies to health and hospitalization insurance only.

Subd. 2. Hold Harmless: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 3. Part-Time Proration: Part-time teachers may be eligible to participate in the School District's health and hospitalization insurance plan. The School District's contribution will be a pro-rated amount reflecting the ratio of the teacher's assignment to that of a full-time teacher. Participation eligibility is contingent upon acceptance by the insurance carrier. Benefits will be pro-rated to a maximum of 1.0 FTE per year.

Section 2. Disability Insurance: The School District shall provide disability insurance for each full-time teacher who qualifies for and is enrolled in the School District's group long-term disability insurance plan. Benefits shall be payable upon the 90th consecutive calendar day of disability.

Section 3. Continuation of Benefits: In the event that a teacher is absent because of illness or injury and has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue throughout the balance of the school year.

Section 4. Policy Copies: The School District shall distribute copies of all insurance policies to each teacher covered by said insurance.

**ARTICLE VIII
RETIREMENT OPTION (PLAN A),
TAX-SHELTERED ANNUITY MATCHING PROGRAM (PLAN B), MINNESOTA
STATE RETIREMENT SYSTEM HEALTH CARE SAVINGS PLAN (PLAN C), AND
MINNESOTA STATE RETIREMENT SYSTEM HEALTH CARE SAVINGS PLAN -
MANDATORY TEACHER CONTRIBUTIONS**

Section 1. Teachers Employed Prior to the Beginning of the 1980-1981 School Year,

Retirement Plan A: For teachers hired prior to the start of the 1980-1981 school year, upon submission of a written resignation accepted by the School Board on or before the April monthly School Board meeting, \$12,500 shall be placed into a Minnesota State Retirement System Health Care Savings Plan account if those teachers are at least 55 years of age before the start of the next school year and have taught a minimum of 30 years in the School District, in one payment on June 30th following the teacher's retirement. In addition, the School District will make a contribution of \$150 per year into the Minnesota State Retirement System Health Care Savings Plan until the teacher's employment is terminated.

Subd. 1. Unused Sick Leave: In addition to the amount indicated in Section 1. above, unused sick leave days may be converted into paid group health and hospitalization insurance at the following rate: for each 20 days of unused sick leave up to 200 days, the retired teacher shall be granted one year of School District contribution toward the retired teacher's group health and hospitalization insurance premium on the same basis (family or single) as at the time of his/her retirement; however, the School District's contribution shall be limited to \$300 per month. Also, in addition to the amount indicated in Section 1. above, payment for any unused sick leave days left over will be placed into that teacher's Minnesota State Retirement System Health Care Savings Plan at the rate of \$30.00 per day. Payment of this amount shall be in one payment on June 30th following the teacher's retirement. Sick leave days for married couples will not be pooled for retirement benefits.

Subd. 2. Eligibility to Remain in Health Group: Pursuant to M.S. 471.61, teachers who retire shall be eligible to remain in the School District's group health and hospitalization insurance program. Premiums shall be paid under the provisions of Subd. 1. above or at the teacher's own expense when sick leave days expire.

Subd. 3. Health and Hospital Insurance Benefits Cease Upon Death: Benefits under this provision shall cease upon death of the teacher except when both husband and wife have been employed by the School District until retirement (and both have been eligible to receive insurance coverage), in which case the survivor will have continued coverage under the provisions of this article.

Subd. 4. No Duplicate Health and Hospital Insurance Coverage: The purpose of Subd. 1. above shall not be to provide duplicate coverage. In the event that a retired teacher obtains employment, following retirement, that provides health and hospitalization insurance, the School District shall no longer be required to provide that coverage.

Subd. 5. Unpaid Retirement Pay: If a teacher dies with a portion of his/her retirement pay unpaid, the balance due shall be paid to the teacher's beneficiary, if any, otherwise to the teacher's estate.

Subd. 6. Unpaid, Unused Sick Leave Pay: If a teacher dies with a portion of his/her unused sick leave unpaid, the balance due shall be paid to the teacher's beneficiary, if any, otherwise to the teacher's estate.

Section 2. Teachers Employed Beginning with the 1980-1981 School Year, Tax-Sheltered Annuity Matching Program (Plan B): Teachers employed after the beginning of the 1980-1981 school year are not eligible to participate in Plan A. Teachers employed after the beginning

of the 1980-1981 school year and those teachers hired prior to the beginning of the 1980-81 school year who are already enrolled in Plan B will be eligible to participate in the School District's tax-sheltered annuity plan based upon the following provisions.

Subd. 1. Participation: The School District will contribute an amount equal to one and two tenth percent of total compensation including the teacher's base salary, any additional earnings from co-curricular activities, extended year salary, or other sources of income not to exceed \$530 each year, toward a tax-sheltered 403b annuity if this amount is matched or exceeded by a contribution from the individual teacher. In addition, the School District will make a contribution of \$150 per year into each Plan B teacher's Minnesota State Retirement System Health Care Savings Plan.

Subd. 2. Annual Open Enrollment Dates for Plan B: The annual open enrollment dates for Plan B 403b participation shall occur from May 15 to May 31 of each respective year.

Subd. 3. Participating Companies: To be an eligible 403b vendor, a signed Information Sharing Agreement must be on file between the District and the vendor, in compliance with the Department of Treasury final regulations issued under Section 403(b) of the Internal Revenue Code Sections 1.403(b)-10(b)(1) and (2) effective January 1, 2009.

Subd. 4. Salary Deduction: The salary deduction for-participation in the 403b program will be in equal installments for each pay period paid directly to the selected vendor through payroll deduction.

Subd. 5. Administration of Plan: The provisions of this section shall be administered in accordance with the School District policy for tax-sheltered annuities.

Subd. 6. Insurance Options for Retiring Teachers -- (Plan B): Pursuant to M.S.

471.61, teachers who retire shall be eligible to remain in the School District's group health and hospitalization insurance program. Premiums shall be paid under the provisions of Subd. 7. below or at the teacher's own expense when sick leave days expire.

Subd. 7. Unused Sick Leave: Unused sick leave days may be converted into paid group health and hospitalization insurance at the following rate: for each 30 days of unused sick leave up to 300 days, the retired teacher shall be granted one year of School District contribution toward the retired teacher's group health and hospitalization insurance premium on the same basis (family or single) as at the time of his/her retirement; however, the School District's contribution shall be limited to \$300 per month. Also, payment for any unused sick leave days, less those days converted into insurance, will be placed into the Minnesota State Retirement System Health Care Savings Plan at the rate of \$30.00 per day. Payment of this amount shall be in one payment on June 30th following the teacher's retirement.

Subd. 8. Health and Hospital Insurance Benefits Cease Upon Death: Benefits under this provision shall cease upon death of the teacher except when both husband and wife have been employed by the School District until retirement (and both have been eligible to receive insurance coverage), in which case the survivor will have continued coverage under the provisions of this article.

Subd. 9. Payments: If a teacher dies with a portion of his/her unused sick leave unpaid, the balance due shall be paid to the teacher's beneficiary, if any, otherwise to the teacher's estate.

Section 3. Teachers Employed Beginning With The 2001-2002 School Year, Minnesota State Retirement System Health Care Savings Plan (Plan C):

Subd. 1. Participation: For all teachers beginning employment with the School District under the 2001-2003 and subsequent Master Agreements, the School District will contribute an amount equal to one and two tenth percent of total compensation including the teacher's base salary, any additional earnings from co-curricular activities, extended year salary, or other sources of income not to exceed \$530 each year, toward a tax-sheltered 403b annuity if this amount is matched or exceeded by a contribution from the individual teacher. New teachers must make a written election by October 1st of the first year of employment or during the open enrollment period in Subd. 2. below. In addition, the School District will make a contribution of \$450 per year into the Minnesota State Retirement System Health Care Savings Plan. Teachers beginning employment with the School District on or after the beginning of the 2001-2002 school year are not eligible to participate in Plan A or Plan B.

Subd. 2. Annual Open Enrollment Dates for Plan C: The annual open enrollment dates for Plan C 403b participation shall occur from May 15 to May 31 of each respective year.

Subd. 3. Participating Companies: To be an eligible 403b vendor, a signed Information Sharing Agreement must be on file between the District and the vendor, in compliance with the Department of Treasury final regulations issued under Section 403(b) of the Internal Revenue Code Sections 1.403(b)-10(b)(1) and (2) effective January 1, 2009.

Subd. 4. Salary Deduction: The salary deduction for participation in the 403b program will be in equal installments for each pay period paid directly to the selected vendor through payroll deduction.

Subd. 5. Administration of Plan: The provisions of this section shall be administered in accordance with the School District policy for tax-sheltered annuities.

Subd. 6. Insurance Options for Retiring Teachers: Pursuant to M.S. 471.61, teachers who retire shall be eligible to remain in the School District's group health and hospitalization insurance program. Premiums shall be at the teacher's own expense.

Subd. 7. Unused Sick Leave: Upon retirement from the School District, payment for a teacher's unused sick leave days shall be placed into the Minnesota State Retirement System Health Care Savings Plan at the rate of \$30.00 per day. Payment of this amount shall be in one payment on June 30th following the teacher's retirement.

Section 4. Minnesota State Retirement System Health Care Savings Plan - Mandatory

Teacher Contributions: Teachers will be required to contribute a set amount to a Minnesota State Retirement System Health Care Savings Plan.

Subd. 1. Category 1: Teachers hired before September 1, 1990 will contribute \$100 per month to a Minnesota State Retirement System Health Care Savings Plan.

Subd. 2. Category 2: Teachers hired on or after September 1, 1990 and before September 1, 1998, will contribute \$50 per month to a Minnesota State Retirement System Health Care Savings Plan.

Subd. 3. Category 3: Teachers hired on or after September 1, 1998, and before September 1, 2001, will contribute \$45 per month to a Minnesota State Retirement System Health Care Savings Plan.

Subd. 4. Category 4: Teachers hired on or after September 1, 2001, will contribute \$35 per month to a Minnesota State Retirement System Health Care Savings Plan.

Subd. 5. Hold Harmless: The School District's only obligation is to deduct such amounts as designated in this section and to deposit such amounts in the individual teacher's designated Minnesota State Retirement System Health Care Savings Plan. No claim shall be made against the School District as a result of a determination that the above categories are not legal.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave: "Sick leave" shall be defined as any absence due to an illness and/or debilitating condition.

Subd. 1. Number of Days per Year: All teachers shall earn 10 days of sick leave each year of employment in the School District. A "day" will be interpreted to mean the teacher's work day. One additional day shall be earned for each month employed beyond the regular school year.

Subd. 2. Accumulation: Accumulation of unused sick leave days shall be unlimited. Each teacher shall receive a written notice of the total number of accumulated sick leave days each school year.

Subd. 3. Sick Leave Pay: "Sick leave" with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to an illness or debilitating condition which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4. Days Used Deducted from Accrued Days: Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 5. Sick Leave Approval: Sick leave pay shall be approved only upon submission of a signed authorized sick leave pay request card available in the School District office.

Subd. 6. Use of Sick Leave without Salary Deduction: A teacher who is absent due to an illness of a family member will be allowed to use his/her personal, accumulated sick leave without salary deduction.

Subd. 7. Medical Leave: A teacher who is unable to teach because of personal illness or disability and who has exhausted all accumulated sick leave available may be granted an additional leave of absence without pay for the duration of such illness or disability, up to one year. A doctor's statement may be required certifying the teacher's ability to return to work.

Subd. 8. Medical Certificate: The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 9. Sick Leave Bank Committee: At the beginning of each school year, the Exclusive Representative will elect a sick leave bank committee. At that time, all non-participating teachers who wish to participate in the established sick leave bank will be assessed one day of sick leave. Participating teachers who exhaust their personal, accumulated sick leave allowance due to an extended illness shall be allowed necessary withdrawals from the common bank. The sick leave committee shall have the power to accept or reject any requests for additional sick leave days. Every teacher requesting sick

leave from the bank must wait five days before receiving any sick leave. If the bank does not contain sufficient days, each participating teacher will contribute one more sick leave day at any time during the school year. A participating teacher who has utilized sick leave credit from the sick leave bank shall repay those days credited. The first year following a withdrawal, a teacher must repay four days. In the following years, the indebted teacher may not accumulate more than 10 days until his/her debt to the bank is paid in full. A teacher may withdraw from participation in the sick leave bank at the beginning of any school year. In case of such withdrawal, a teacher's contributed days will remain in the bank. In order to qualify for use of days from the sick leave bank, an illness must meet the following criteria:

1. be a personal illness - not family illness or bereavement leave;
2. surgery must be of an emergency nature;
3. repayment of sick leave bank days following voluntary resignations will be determined on a case-by-case basis by a committee consisting of the sick leave bank chair, the president of the Exclusive Representative, and the Superintendent or their representatives.

Section 2. Workers' Compensation: Pursuant to M.S. Chapter 176, a teacher injured on the job in the employment of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Paternity Leave: Up to two days of paternity leave may be granted for the birth of a child. The absence, however, shall be deducted from the teacher's accumulated sick leave.

Section 4. Bereavement Leave: Bereavement leave shall be granted to all teachers without salary deduction. The days used, however, shall be deducted from the teacher's accumulated sick leave. The exact number of days will be determined by the Superintendent.

Section 5. Personal Leave:

Subd. 1. Two Days per Year: Each teacher will be granted two days of personal leave per year. Personal leave time must be taken in at least ¼ day increments.

Subd. 2. Requests Two Days in Advance: Written requests for personal leave must be submitted to the teacher's supervising administrator at least two working days in advance of the leave, except in emergencies. No more than three personal leaves will be allowed each day. More leaves may be granted at the written discretion of the Superintendent.

Subd. 3. Banked Personal Leave: If personal leave days are not used by the teacher, he/she may elect to have the day(s) either banked in a personal leave account for up to a total of 5 banked days or deposited into his/her sick leave at the rate of one day per each unused personal leave day remaining. Once a teacher has banked days, he/she may take all the days in succession if he/she so chooses with the same conditions as outlined in Subds. 1. and 2. above. A teacher is limited to using five consecutive days of personal leave to one time every two years.

Subd. 4. No Personal Leave on Parent Conference or Teacher Workshop Days: Personal leave will not be allowed on parent conference dates or teacher workshop dates unless specifically approved in writing by the Superintendent.

Subd. 5. Personal Leave Buy Back: At the teacher's written request, the School District will buy back up to two days of unused personal leave at the end of the school year and pay the teacher at the current rate of pay for a substitute teacher per day.

Section 6. Organization Office Leave: An unpaid leave of absence of up to one year shall be granted to any full-time teacher upon written application for the purpose of serving as an officer of Education Minnesota or the National Education Association or on its staff. Upon return from

such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to the taking of this leave unless previously discharged or placed on unrequested leave of absence. By April 1 of the year in which the leave is being taken, the teacher must notify the School Board in writing of his/her intent to return or not to return. Failure to so notify shall constitute automatic termination; however, the Superintendent may extend the April 1 deadline.

Section 7. Public Office Leave: An unpaid leave of absence, not to exceed the term of the office, shall be granted to any full-time teacher, upon written application, for the purpose of serving in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to taking this leave unless previously discharged or placed on unrequested leave of absence.

Section 8. Child Care Leave:

Subd. 1. Unpaid Child Care Leave: An unpaid child care leave may be granted by the School District, subject to the provisions of this section, to one teacher-parent of a child, provided such parent is caring for the child on a full-time basis.

Subd. 2. Written Notice to Superintendent: A teacher making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave unless otherwise approved in writing by the Superintendent.

Subd. 3. Pregnancy Leave, Use of Sick Leave: If the reason for child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during the period of physical disability. However, a teacher shall not be eligible for sick leave during the period of time covered by the child care

leave. A pregnant teacher will also provide, at the time of application, a statement indicating the expected date of delivery. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as she had prior to taking this leave unless previously discharged or placed on unrequested leave of absence.

Subd. 4. Use of Sick Leave for Child Care Closure: If a teacher's child care provider has to close for any reason during the 2009-2010 school year, up to two days of sick leave can be used by the teacher to stay home with the child.

Subd. 5. Child Care Leave for Adoption: The School District shall grant a child care leave of up to one year to any teacher who makes a written application for such leave for adoption. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to taking this leave unless previously discharged or placed on unrequested leave of absence.

Subd. 6. Beginning or Ending Time Adjustments: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with the closest natural break in the school year - i.e., winter vacation, spring vacation, semester break, or quarter break, end of a grading period, end of the school year. The availability of a substitute teacher may also be considered by the School District.

Subd. 7. Child Care Leave Limits: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

1. grant any leave more than 12 months in duration;

2. permit the teacher to return to employment prior to the date designated in the request for child care leave.

Subd. 8. Assignment upon Return: A teacher returning from child care leave shall be assigned to the position which he/she left if he/she returns during the school year in which the leave was granted unless previously discharged or placed on unrequested leave of absence.

Subd. 9. Failure to Indicate Intent to Return: Failure of the teacher to indicate his/her intent to return by April 1 of the year in which the leave is being taken shall constitute grounds for termination. The School District and the teacher may mutually agree in writing to an extension in the leave.

Subd. 10. Experience Credit Maintained: A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 11. Reimbursement of Insurance Premiums: A teacher who takes leave under this section for the reason of caring for an infant child who exceeds six weeks of age shall reimburse the School District for the insurance premiums starting in the seventh week and beyond. The teacher must notify the District prior to the start of the fifth week of disability if she plans to take Child Care Leave after the six week period of disability.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Sabbatical Leave: A sabbatical leave of absence for a year or part of a year may be granted to teachers who are presently teaching full-time, subject to School Board approval, for the purpose of professional advancement or travel, subject to the following conditions.

Subd. 1. Eligibility Requirement: In order to be eligible for sabbatical leave, a teacher must have taught in the School District for at least six full years.

Subd. 2. Required Credit hours: If sabbatical leave is granted for the purpose of study at the master's degree level, the teacher must complete 12 credit hours of work during each semester for which the leave is granted. Work beyond the master's degree requires nine credit hours each semester. The institution and courses must be approved by the School Board as a part of the advanced program.

Subd. 3. Travel Itinerary: If the sabbatical leave is granted for purpose of travel, the itinerary must be approved in writing by the School Board before the leave will be granted.

Subd. 4. Application Timeline: A written application for sabbatical leave must be submitted on or before February 1 for leave taking effect during the next school year. The School Board will render a decision concerning the request for sabbatical leave on or before the regularly scheduled March School Board meeting. The applicant will receive written confirmation of the School Board's decision within three working days of that decision.

Subd. 5. One Teacher at a Time: The number of teachers on sabbatical leave at any one time shall be limited to one.

Subd. 6. Sabbatical Leave Pay: The pay granted to a teacher on sabbatical leave shall be one-half the pay which would have been received by the teacher had he/she remained in his/her position.

Subd. 7. Criteria for Selecting Candidates: In order that all applicants be given equal consideration and in case the number of requests exceeds the limitations, the School Board agrees to use the following criteria in selecting the candidates for sabbatical leave:

1. The merit of the objectives as they relate to improving the instructional program.
2. Years of teaching experience in the School District.
3. Previous leaves.
4. Reasonable distribution of applicants by schools.
5. Evidence of acceptance of the teacher's program or project by the institution offering the advance study, research, or itinerary.

Subd. 8. Post-Leave Obligation: A teacher who is granted sabbatical leave must pledge himself/herself to return to his/her former position with the School District for a period of at least two years following termination of the leave. If the teacher's service is discontinued for any reason other than the teacher's incapacity to teach before the expiration of the two years, he/she shall pay back to the School District a pro-rata of the sabbatical pay received.

Subd. 9. Experience Credit Maintained: Unless previously discharged or placed on unrequested leave of absence, a teacher, upon return from a sabbatical leave, shall be restored to his/her former position or a position of like nature and status and shall be continued at the same position on the salary schedule as if he/she had taught in the School District during such period. He/she shall maintain tenure and insurance benefits, accumulated sick leave, and all other accrued benefits provided in this Agreement.

Section 11. Exclusive Representative Leave: The Exclusive Representative shall be credited with six days during the two-year Agreement term, with no more than five days to be used in any one year. The number of days shall not accumulate from one two-year Agreement term to another. The teachers who are officers or agents of the Exclusive Representative may use these days, with pay. Written request for such leave days shall be made through the president of the Exclusive Representative. The Exclusive Representative agrees to notify the Superintendent in writing no less than 48 hours prior to the date of intended use of such days.

Section 12. Study Leaves: An unpaid leave of absence of up to one year shall be granted to any full-time teacher who has at least 5 years of full-time teaching service in the School District, upon written application, for the purpose of engaging in study at an accredited college or university related to his/her teaching responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to taking this leave unless previously discharged or placed on unrequested leave of absence.

Section 13. Jury Duty: Any teacher who is called to serve jury duty for a municipal, county, state, or federal court shall be provided leave with pay for each day of required jury duty service. The teacher shall notify the School District of the dates of pending absence following notice of jury duty service. The teacher shall reimburse to the School District any compensation paid by the court for jury duty service during days of actual employment, except that the teacher shall retain any mileage and meal allowance paid by the court.

ARTICLE X HOURS OF SERVICE

Section 1. Building Hours: Teachers shall be required to be in their designated work places at least 30 minutes before the opening of the pupils' school day and shall be permitted to leave no sooner than 15 minutes after the close of the pupils' school day, except on days when teacher meetings are called by the School District. On Fridays or on days preceding holidays or vacations, the teacher's day shall close at the end of the pupils' day. Teachers will be available to students during these hours.

Section 2. Lunch Period: All teachers shall be entitled to a duty free lunch period of 30 minutes.

Section 3. Extra Time: Part-time teachers whose required attendance exceeds their contracted employment shall be compensated for the extra time at their contracted rate of pay.

Section 4. Additional Activities: In addition to the basic school day, teachers shall be required to participate, to a reasonable degree, in School District activities beyond the basic teacher's day, as is required by the School District. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities, as determined by the School District.

Section 5. Special Education Individual Educational Plans (IEP) Meetings: Special education teachers who are required to organize and write annual IEP's and conduct annual IEP meetings outside the normal school day will receive hourly compensation up to two days of extra pay per school year.

ARTICLE XI LENGTH OF THE SCHOOL YEAR

The number of teacher duty days shall be 185. The site teams will be involved in the calendar development and any modifications that may emerge during the school year.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean any allegation by the Exclusive Representative or a teacher that a violation, misinterpretation, or misapplication of the terms and conditions of employment insofar as such matters are contained in the Agreement has occurred.

Section 2. Representation: Any person(s) or agent(s) designated by such party to act in the party's behalf may represent the teacher, administrator, or School Board during any step of the procedure.

Section 3. Definitions and Interpretations:

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

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

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless they are submitted in writing to the School District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee. Once a grievance is initiated, it shall be continued until resolved. No grievance shall be initiated after the last day of school.

Section 5. Procedures: It is usually most desirable for a teacher and his/her supervisor to resolve problems through free and informal communications. When requested by either party,

the building grievance representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and/or the teacher, then a grievance may be processed as follows:

Subd. 1. Level 1: If the grievance is not resolved in the informal meeting, the teacher or the Exclusive Representative must present the grievance in writing, within five days, to the building principal who will then arrange a meeting within five days. The Exclusive Representative or teacher and the building principal shall be present for the meeting. The principal must provide the aggrieved teacher and the Exclusive Representative with a written answer to the grievance within five days.

Subd. 2. Level 2: If the grievance is not resolved in Level 1, the teacher and/or the Exclusive Representative must present the grievance, in writing, within five days, to the Superintendent who will then arrange a meeting within five days. The teacher and/or the Exclusive Representative and the Superintendent shall be present at the meeting. The Superintendent must provide the aggrieved teacher with a written answer on the grievance within five days.

Subd. 3. Level 3: If the grievance is not resolved in Level 2, then the Exclusive Representative and/or teacher shall refer the grievance to the School Board within five days. The Superintendent shall arrange for a meeting between the Exclusive Representative and/or teacher and the School Board, or its representative(s), to take place within 15 days of the receipt of the appeal. Each party shall have the right to include in its representation appropriate witnesses and counselors to develop facts pertinent to the grievance. Upon conclusion of the hearing, the School Board will have five days in which to provide its written decision to the teacher.

Subd. 4. Level 4: If either party is not satisfied with the disposition of the grievance at Level 3 or the Level 3 time limits expire without the issuance of the School Board's written answer, then the Exclusive Representative and/or teacher may submit the grievance to final and binding arbitration under the rules of the P.E.L.R.A. The arbitrator shall act as the administrator of the proceedings. If a demand for arbitration is not filed within 30 days after the date for the School Board's Level 3 reply, the grievance will be deemed withdrawn. Both parties agree to be bound by the award of the arbitrator and agree that the judgment thereon may be entered in any court of competent jurisdiction.

Subd. 5. Arbitration Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 6. Extending Timelines: The time lines provided in this article shall be strictly observed but may be extended by written mutual agreement of the School Board and the Exclusive Representative.

Subd. 7. Reprisals: No reprisals of any kind will be taken by the School District against any teacher because of participation in the grievance procedure or by the teacher or Exclusive Representative against the School District or its employees.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level 1 and Level 2 of this procedure provided the School Board or its

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

**ARTICLE XIII
UNREQUESTED LEAVE OF ABSENCE (ULA), SENIORITY, AND SEVERANCE**

Section 1. ULA: The School Board may place on ULA, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2. Assignability: In the event a teacher's assignment or responsibilities are to be changed or eliminated, efforts will be made to place that teacher in another position for which he/she is qualified. Reductions in the number of teachers will be made on the basis of seniority, provided the teacher is certified for the position. Rehiring will be based on a reversal of the above procedure; i.e., the last dismissed will be the first rehired.

Section 3. Seniority List: The School District will furnish a seniority list of all tenured teachers to the Exclusive Representative on or before January 1st of each school year. The seniority list will then be the order in which tenured teachers are placed on unrequested leave of absence. In the case of ties the following criteria will be used:

1. Number of years of teaching in the School District.
2. Full-time senior over part-time.
3. School District evaluation.
4. Total continuous teaching time.
5. Number of extra duties.
6. Number of areas of certification.

Section 4. Severance: Tenured teachers placed on unrequested leave of absence will be offered severance pay as determined by the amount of unused sick leave with a maximum not to exceed

100 days. Those teachers who accept severance under this section are not eligible for recall from unrequested leave of absence and shall be considered terminated.

Subd. 1. Qualification. Severance pay for unrequested leave of absence referred to in Section 5. above will be paid to any tenured teacher upon acceptance of the severance pay offer.

Subd. 2. Computation. Payment for each unused sick day will be based upon 1/185th of the teacher's annual salary per day of qualifying sick leave.

Subd. 3. Payments. If a teacher dies with a portion of his/her severance pay unpaid, the balance due shall be paid to the teacher's beneficiary, if any, otherwise to the teacher's estate.

A R T I C L E X I V **P R O F E S S I O N A L V I S I T A T I O N**

Upon written request and approval by the School District, teachers shall be allowed up to two days of release time for classroom visitation and school observation. Upon written request, teachers shall be reimbursed for appropriate expenses. Substitutes, when necessary, shall be provided by the School District.

A R T I C L E X V **E A R L Y C H I L D H O O D F A M I L Y E D U C A T I O N T E A C H E R S**

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

Section 2. Probationary Period: The probationary period for ECFE teachers shall be three school years of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE teacher, and the ECFE teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE teacher may be suspended or discharged only for just cause, and such ECFE teacher shall have access to the grievance procedure.

Section 3. Layoff and Recall: ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE teachers.

Section 4. Compensation: ECFE teachers shall be compensated pursuant to the teacher salary schedule, APPENDIX A, on a prorated basis.

Section 5. Applicable Sections of the Master Agreement: ECFE teachers shall be covered by the following sections of the Master Agreement:

ARTICLE I, Purpose,
ARTICLE II, Recognition of Exclusive Representative,
ARTICLE III, Definitions,
ARTICLE IV, School District Rights,
ARTICLE V, Teacher Rights,
ARTICLE IX, Leaves of Absence,
ARTICLE XII, Grievance Procedure, and
ARTICLE XVI, Duration.

Section 6. Sections of the Master Agreement not Applicable: ECFE teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, continuing contract teachers:

ARTICLE VI, Basic Schedules and Rates of Pay,
ARTICLE VII, Group Insurance,
ARTICLE VIII, Retirement Options,

ARTICLE X, Hours of Service,
ARTICLE XI, Length of the School Year,
ARTICLE XIII, Unrequested Leave of Absence and Seniority Agreement,
ARTICLE XIV, Professional Visitation, and
APPENDIX B1 and APPENDIX B2, Extra-Pay Schedules.

Section 7. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the program.

ARTICLE XVI DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2009, through June 30, 2011, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend conditions of the Agreement commencing on July 1, 2011, it shall give written notice of such intent to the other party no later than May 1, 2011. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 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 Exclusive Representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matter relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement unless both parties mutually agree to such a reopening. If the Agreement is reopened, the discussion cannot include fringe benefits, any provision for the renegotiations of the teachers' compensation, or any other language that is compensatory in nature.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision of this Agreement or the application of any provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any other provision.

2009-2011 Education Minnesota Lewiston-Altura Master Agreement

APPENDIX A

2009-2010 Salary Schedule

2009-2010 Teacher Salary Schedule								
Semester Credits	B.A.	B.A. + 10	B.A. + 20	B.A. + 30	M.A. B.A. + 40	M.A. + 10 B.A. + 50	M.A. + 20 B.A. + 60	M.A. + 30
1 A	33,530	34,030	34,530	35,030	35,530	36,030	36,530	37,030
2 B	34,330	34,830	35,330	36,030	36,530	37,030	37,530	38,030
3 C	35,130	35,630	36,530	37,100	37,600	38,100	38,600	39,100
4 D	36,130	36,630	37,730	38,400	38,900	39,400	39,900	40,400
5 E	36,930	37,430	38,730	39,500	40,000	40,500	41,000	41,500
6 F	37,730	38,230	39,830	40,600	41,100	41,600	42,100	42,600
7 G	38,530	39,030	40,930	41,700	42,200	42,700	43,200	43,700
8 H	39,530	40,030	42,130	42,900	43,400	43,900	44,400	44,900
9 I	40,430	40,930	43,230	44,000	44,500	45,000	45,500	46,000
10 J	41,330	41,830	44,330	45,100	45,600	46,100	46,600	47,100
11 K	42,330	42,730	45,430	46,200	46,725	47,225	47,725	48,225
12 L		43,730	46,630	47,375	47,900	48,400	48,900	49,400
13 M				48,650	49,075	49,575	50,075	50,575
14 N					50,250	50,750	51,250	51,750
15 O					51,525	51,925	52,425	52,925
16 P						53,225	53,725	54,225
17								
18 Jump to								
19 longevity								
20	44,930	46,330	49,230	51,250	54,125	55,825	56,325	56,825

Teachers who have taught 20 years in the School District and are at the top of their lane are eligible for longevity step 20 the following year.

2010-2011 Salary Schedule

2010-2011 Teacher Salary Schedule								
Semester Credits	B.A.	B.A. + 10	B.A. + 20	B.A. + 30	M.A. B.A. + 40	M.A. + 10 B.A. + 50	M.A. + 20 B.A. + 60	M.A. + 30
1 A	34,030	34,530	35,030	35,530	36,030	36,530	37,030	37,530
2 B	34,830	35,330	36,030	36,530	37,030	37,530	38,030	38,530
3 C	35,630	36,130	37,030	37,600	38,100	38,600	39,100	39,600
4 D	37,130	37,630	38,730	39,400	39,900	40,400	40,900	41,400
5 E	37,930	38,430	39,730	40,500	41,000	41,500	42,000	42,500
6 F	38,730	39,230	40,830	41,600	42,100	42,600	43,100	43,600
7 G	39,530	40,030	41,930	42,700	43,200	43,700	44,200	44,700
8 H	40,530	41,030	43,130	43,900	44,400	44,900	45,400	45,900
9 I	41,430	41,930	44,230	45,000	45,500	46,000	46,500	47,000
10 J	42,330	42,830	45,330	46,100	46,600	47,100	47,600	48,100
11 K	43,330	43,730	46,430	47,200	47,725	48,225	48,725	49,225
12 L		44,730	47,630	48,375	48,900	49,400	49,900	50,400
13 M				49,650	50,075	50,575	51,075	51,575
14 N					51,250	51,750	52,250	52,750
15 O					52,525	52,925	53,425	53,925
16 P						54,225	54,725	55,225
17								
18 Jump to								
19 longevity								
20	45,930	47,330	50,230	52,250	55,125	56,825	57,325	57,825

Teachers who have taught 20 years in the School District and are at the top of their lane are eligible for longevity step 20 the following year.

APPENDIX B1

EXTRA PAY SCHEDULE 2009-2010	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
A. Head Coach					
Football	3,365	3,480	3,710	3,830	4,093
Volleyball	3,365	3,480	3,710	3,830	4,093
Basketball, Girls' and Boys'	3,365	3,480	3,710	3,830	4,093
Wrestling	3,365	3,480	3,710	3,830	4,093
B. Head Coach *					
Cross Country	3,021	3,191	3,480	3,601	3,830
Baseball	3,021	3,191	3,480	3,601	3,830
Boys' Golf	3,021	3,191	3,480	3,601	3,830
Girls' Golf	3,021	3,191	3,480	3,601	3,830
Boys' Track	3,021	3,191	3,480	3,601	3,830
Girls' Track	3,021	3,191	3,480	3,601	3,830
Softball	3,021	3,191	3,480	3,601	3,830
Dance Line	3,021	3,191	3,480	3,601	3,830
C. Assistant Coach, Varsity, B Squad, 9th					
Football	1,972	2,181	2,376	2,551	2,787
Volleyball	1,972	2,181	2,376	2,551	2,787
Basketball, Girls' and Boys'	1,972	2,181	2,376	2,551	2,787
Wrestling	1,972	2,181	2,376	2,551	2,787
D. Assistant Coach					
Cross Country	1,890	2,087	2,262	2,470	2,666
Baseball	1,890	2,087	2,262	2,470	2,666
Boys' Golf	1,890	2,087	2,262	2,470	2,666
Girls' Golf	1,890	2,087	2,262	2,470	2,666
Boys' Track	1,890	2,087	2,262	2,470	2,666
Girls' Track	1,890	2,087	2,262	2,470	2,666
Softball	1,890	2,087	2,262	2,470	2,666
E. Play Director 9-12					
Musical Director	1,448	1,573	1,683	1,830	1,945
School Yearbook Advisor	1,448	1,573	1,683	1,830	1,945
Cheer leading Advisor	1,448	1,573	1,683	1,830	1,945
Dance Line Assistant	1,448	1,573	1,683	1,830	1,945
Football, Jr. High Coach, 7th & 8th	1,448	1,573	1,683	1,830	1,945
Volleyball, Jr. High Coach, 7th & 8th	1,448	1,573	1,683	1,830	1,945
Basketball, Coach G and B, 7th & 8th	1,448	1,573	1,683	1,830	1,945
Wrestling, Jr. High Coach, 7th & 8th	1,448	1,573	1,683	1,830	1,945
F. Cross Country, 7th & 8th					
Baseball, 7th & 8th	1,367	1,476	1,573	1,710	1,830
Boys' Golf, 7th & 8th	1,367	1,476	1,573	1,710	1,830
Girls' Golf, 7th & 8th	1,367	1,476	1,573	1,710	1,830
Boys' Track, 7th & 8th	1,367	1,476	1,573	1,710	1,830
Girls' Track, 7th & 8th	1,367	1,476	1,573	1,710	1,830
Softball, 7th & 8th	1,367	1,476	1,573	1,710	1,830

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EXTRA PAY SCHEDULE 2009-2010	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
G. Junior High Play Director 7-8	1,187	1,283	1,393	1,476	1,573
One Act Play Director	1,187	1,283	1,393	1,476	1,573
Speech Director	1,187	1,283	1,393	1,476	1,573
Future Leaders of America	1,187	1,283	1,393	1,476	1,573
Future Farmers of America	1,187	1,283	1,393	1,476	1,573
Musical - Orchestra	1,187	1,283	1,393	1,476	1,573
Musical - Vocal	1,187	1,283	1,393	1,476	1,573
Knowledge Bowl	1,187	1,283	1,393	1,476	1,573
Jazz Band	1,187	1,283	1,393	1,476	1,573
H. Assistant Speech	748	808	878	930	991
I. Per Event Fees					
Band Activity Events	67.00	** For current band person.			
Ticket Selling	18.50	Per Event			
Head Supervisor (money person)	52.00	Per Event			
Supervision/bus Chaperones	32.00	Per Event			
Time Keeping	32.00	Per Event			
(Varsity and B Squad equal one event.)					
Officiating Single Event	26.50	This schedule is for the following: B Squad Football 7th & 8th FB 7th, 8th & 9th Grade Basketball 7th, 8th & 9th Grade Volleyball Line Judge B and A Volleyball JH B Softball & Baseball			
Officiating 2nd Event	21.00				
Officiating 3rd Event	17.00				
J. Hourly Rates					
Summer School	27.30				
Home Bound Instruction	27.30				
Curriculum Development	17.75				
Academic Competitions (i.e. Math Master, Academic Triathlon)	15.00				
K. Advisors					
Senior Class Advisors	568.00	to be divided among advisors.			
Prom Advisors	568.00	to be divided among advisors.			
9-12 Student Council Advisor	568.00	to be divided among advisors.			
7-8 Student Council Advisor	568.00	to be divided among advisors.			
National Honor Society Advisor	568.00	to be divided among advisors.			
Musical - Choreography	568.00				

Extended employment when contracted ahead of time will be pro-rated based on nine month salary.

* In the case of combined boys' and girls' teams the head coach will be paid as a fall head coach (A).

** This pay will be the same as head supervisor if the 2008-2009 band person leaves.

APPENDIX B2

EXTRA PAY SCHEDULE 2010-2011	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
A. Head Coach					
Football	3,432	3,550	3,784	3,907	4,175
Volleyball	3,432	3,550	3,784	3,907	4,175
Basketball, Girls' and Boys'	3,432	3,550	3,784	3,907	4,175
Wrestling	3,432	3,550	3,784	3,907	4,175
B. Head Coach *					
Cross Country	3,081	3,255	3,550	3,673	3,907
Baseball	3,081	3,255	3,550	3,673	3,907
Boys' Golf	3,081	3,255	3,550	3,673	3,907
Girls' Golf	3,081	3,255	3,550	3,673	3,907
Boys' Track	3,081	3,255	3,550	3,673	3,907
Girls' Track	3,081	3,255	3,550	3,673	3,907
Softball	3,081	3,255	3,550	3,673	3,907
Dance Line	3,081	3,255	3,550	3,673	3,907
C. Assistant Coach, Varsity, B Squad, 9th					
Football	2,011	2,225	2,424	2,602	2,843
Volleyball	2,011	2,225	2,424	2,602	2,843
Basketball, Girls' and Boys'	2,011	2,225	2,424	2,602	2,843
Wrestling	2,011	2,225	2,424	2,602	2,843
D. Assistant Coach					
Cross Country	1,928	2,129	2,307	2,519	2,719
Baseball	1,928	2,129	2,307	2,519	2,719
Boys' Golf	1,928	2,129	2,307	2,519	2,719
Girls' Golf	1,928	2,129	2,307	2,519	2,719
Boys' Track	1,928	2,129	2,307	2,519	2,719
Girls' Track	1,928	2,129	2,307	2,519	2,719
Softball	1,928	2,129	2,307	2,519	2,719
E. Play Director 9-12					
Musical Director	1,477	1,604	1,717	1,867	1,984
School Yearbook Advisor	1,477	1,604	1,717	1,867	1,984
Cheer leading Advisor	1,477	1,604	1,717	1,867	1,984
Dance Line Assistant	1,477	1,604	1,717	1,867	1,984
Football, Jr. High Coach, 7th & 8th	1,477	1,604	1,717	1,867	1,984
Volleyball, Jr. High Coach, 7th & 8th	1,477	1,604	1,717	1,867	1,984
Basketball, Coach G and B, 7th & 8th	1,477	1,604	1,717	1,867	1,984
Wrestling, Jr. High Coach, 7th & 8th	1,477	1,604	1,717	1,867	1,984
F. Cross Country, 7th & 8th					
Baseball, 7th & 8th	1,394	1,506	1,604	1,744	1,867
Boys' Golf, 7th & 8th	1,394	1,506	1,604	1,744	1,867
Girls' Golf, 7th & 8th	1,394	1,506	1,604	1,744	1,867
Boys' Track, 7th & 8th	1,394	1,506	1,604	1,744	1,867
Girls' Track, 7th & 8th	1,394	1,506	1,604	1,744	1,867
Softball, 7th & 8th	1,394	1,506	1,604	1,744	1,867

2009-2011 Education Minnesota Lewiston-Altura Master Agreement

EXTRA PAY SCHEDULE 2010-2011	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
G. Junior High Play Director 7-8	1,211	1,309	1,421	1,506	1,604
One Act Play Director	1,211	1,309	1,421	1,506	1,604
Speech Director	1,211	1,309	1,421	1,506	1,604
Future Leaders of America	1,211	1,309	1,421	1,506	1,604
Future Farmers of America	1,211	1,309	1,421	1,506	1,604
Musical - Orchestra	1,211	1,309	1,421	1,506	1,604
Musical - Vocal	1,211	1,309	1,421	1,506	1,604
Knowledge Bowl	1,211	1,309	1,421	1,506	1,604
Jazz Band	1,211	1,309	1,421	1,506	1,604
H. Assistant Speech	763	825	895	949	1,011
I. Per Event Fees					
Band Activity Events	67.00	** For current band person.			
Ticket Selling	18.50	Per Event			
Head Supervisor (money person)	52.00	Per Event			
Supervision/bus Chaperones	32.00	Per Event			
Time Keeping	32.00	Per Event			
(Varsity and B Squad equal one event.)					
Officiating Single Event	26.50	This schedule is for the following: B Squad Football 7th & 8th FB 7th, 8th & 9th Grade Basketball 7th, 8th & 9th Grade Volleyball Line Judge B and A Volleyball JH B Softball & Baseball			
Officiating 2nd Event	21.00				
Officiating 3rd Event	17.00				
J. Hourly Rates					
Summer School	27.30				
Home Bound Instruction	27.30				
Curriculum Development	17.75				
Academic Competitions (i.e. Math Master, Academic Triathlon)	15.00				
K. Advisors					
Senior Class Advisors	568.00	to be divided among advisors.			
Prom Advisors	568.00	to be divided among advisors.			
9-12 Student Council Advisor	568.00	to be divided among advisors.			
7-8 Student Council Advisor	568.00	to be divided among advisors.			
National Honor Society Advisor	568.00	to be divided among advisors.			
Musical - Choreography	568.00				

Extended employment when contracted ahead of time will be pro-rated based on nine month salary.

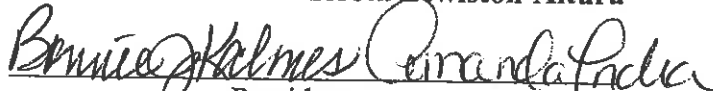
* In the case of combined boys' and girls' teams the head coach will be paid as a fall head coach (A).

** This pay will be the same as head supervisor if the 2008-2009 band person leaves.

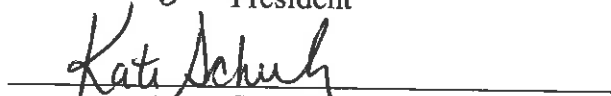
AUTHORIZATION

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

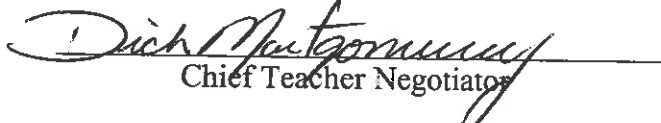
FOR: Education Minnesota Lewiston-Altura



President



Secretary



Chief Teacher Negotiator

Dated this 6th day of October, 2009

FOR: Independent School District #857



School Board Chairperson



School Board Clerk



Chief School Board Negotiator

Dated this 12th day of October, 2009