

**ARTICLE I
PURPOSE**

Section 1. Parties: This Agreement is entered into between Independent School District 197, a Minnesota Municipal Corporation, Mendota Heights, Minnesota, hereinafter referred to as the School District and the West St. Paul Federation of Teachers, Local 1148, American Federation of Teachers, AFL-CIO (certified by the Director of the Bureau of Mediation Services (BMS) as the exclusive representative), hereinafter referred to as the Federation, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A. of 1971, as amended, to provide the terms and conditions of employment for members of the teacher bargaining unit during the duration of this Agreement.

**ARTICLE II
EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971, as amended, the School District recognizes the Federation as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and responsibilities as prescribed by the P.E.L.R.A. of 1971, as amended, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Federation shall represent all of the teachers of the School District as defined in this Agreement or the P.E.L.R.A. of 1971, as amended.

**ARTICLE III
DEFINITIONS**

Section 1. School District: as used herein includes the School Board or its designated representatives.

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

Section 3. Teacher: shall mean all persons in the appropriate unit employed by the School District who are required to be and are licensed by the State of Minnesota. The term teacher, as used herein, shall not include the Superintendent, Assistant Superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, athletic director, confidential employees,

supervisory employees, essential employees, and such other employees as are excluded by law.

Section 4. Full-Time Teacher: shall mean any teacher who is under regular contract pursuant to Minn. Stat. § 122A.40 and is employed seven (7) hours or more per day and 190 days or more per year.

Section 5. Part-Time Teacher: shall mean any teacher who is under regular contract pursuant to Minn. Stat. § 122A.40 and is employed more than 14 and fewer than 35 hours per week.

Section 6. Fiscal Year: as defined by the State of Minnesota for school districts is July 1 to June 30.

Section 7. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

ARTICLE IV SCHOOL BOARD AND PUBLIC RIGHTS

Section 1. Inherent Managerial Rights: 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, its use of technology, its organizational structure and the selection and direction and number of its personnel.

Section 2. Management Responsibilities: The School District reserves the right 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: All employees covered by this Agreement shall perform the teaching and related non-teaching services as reasonably prescribed by the School District. The School District and its duly designated officials have the right, obligation and duty to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District and its duly designated officials insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, rules and regulations of the Minnesota Department of Education (MDE), and rules, regulations and orders of State and Federal governmental agencies. Any provision

of this Agreement found 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. Managerial Rights Not Covered By This Agreement: The foregoing enumeration of School District responsibilities shall not be deemed to exclude other inherent management rights, and management functions not expressly modified by this Agreement are reserved to the School District.

ARTICLE V TEACHER AND FEDERATION RIGHTS

Section 1. Right to Views: Any teacher or representative of the teacher may express or communicate a view, grievance, complaint or opinion on any matter related to the conditions of or compensation for employment as long as such action does not interfere with the performance of the duties of employment or circumvent the rights of the Federation.

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

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to the PELRA. Upon receipt of a properly executed authorization from the exclusive representative, the School District will deduct from the teachers' paycheck in installments the dues that the teacher has agreed to pay to the teacher organization.

Section 4. Fair Share Fee: In accordance with the PELRA, any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the School District and to each teacher to be assessed the fair share fee.

A challenge by a teacher or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Bureau of Mediation Services, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons

therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

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 unliquidated, 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 herein.

Section 5. Right to Exclusive Representation: Any teacher in an appropriate unit may participate by secret ballot in naming an exclusive representative for the purpose of negotiating the terms and conditions of employment and a grievance procedure for such teachers as provided in the P.E.L.R.A. of 1971, as amended.

Section 6. District Facilities: The Federation and other teacher organizations connected with the School District shall reimburse the School District for the cost of any supplies, additional custodial help and other additional costs made necessary by their use of School District facilities for organizational purposes.

Section 7. Meetings Scheduled During Working Hours: When meetings are mutually scheduled by the parties to confer and/or negotiate during working hours, the teacher, upon proper notification, shall be relieved by a substitute and shall suffer no loss of pay. This section shall not apply to arbitration of any kind. Refer to Article IX, Section 10.

Section 8. Teacher Rights Not Covered By This Agreement: Nothing contained in this Agreement shall be construed to restrict or deny to any teacher rights granted under Federal, State, or other applicable laws or regulations.

ARTICLE VI BASIC SCHEDULES, PLACEMENT AND RATES OF PAY

Section 1. 2009-2010 Salary Schedule: The salaries for teachers employed under regular contract by the School District are listed on Schedule A, attached hereto, and shall be a part of this Agreement for the 2009-2010 school year.

Sub. 1. A teacher under regular contract will be paid according to the column and step in this schedule for which the teacher is qualified. Salary placement is subject to the provisions of Article XI.

Section 2. 2010-2011 Salary Schedule: The salaries for teachers employed under regular contract by the School District are listed on Schedule B, attached hereto, and shall be a part of this Agreement for the 2010-2011 school year.

Subd. 1. A teacher under regular contract will be paid according to the column and step in this schedule for which the teacher is qualified. Salary placement is subject to the provisions of Article XI.

Section 3. Extra-curricular Schedule: The salary schedules for extra-curricular assignments are stated in Schedules C and Cl, attached hereto and shall be a part of this Agreement. Teachers assigned to and who perform the extra-curricular assignment shall be paid according to these schedules.

Section 4. Other Payments: The payment schedule for hourly flat-rate employees (driver education instructors and recreation employees, summer school teachers, summer curriculum work and special supervisory assignments) are reflected in Schedule D, attached hereto, and shall be a part of this Agreement.

Section 5. Relationship to Continuing Contract: The salary schedules contained herein will apply for the term of this Agreement and are not applicable after June 30, 2011. Furthermore, these schedules are not to be construed as a part of the individual continuing contract.

Section 6. Column Placement: The following rules shall be applicable in determining column placement of teachers on the appropriate salary schedule.

Subd. 1. The Bachelor's, Master's, and Specialists in Education or Doctorate degrees are the basis for degree column placement on the salary schedules in this Agreement. Teachers under regular contract will be placed on the degree column corresponding to the degree they have earned.

1.1. Credits earned before receiving a Bachelor's degree will be recognized as applying to that degree and will not be carried over for intermediate column placement.

1.2. Bachelor's Degree:

Requires completion of a four-year course at an accredited teacher-training institution with the granting of a degree of B.A., B.S., B.E., or a degree of equal value. Teachers employed before July 1, 1983, who received 15 credits for a second bachelor degree will continue to receive such credit. Teachers employed after that date shall not receive 15 credits for a second bachelor degree.

1.3. B.A. Degree Plus 15 Quarter Hour Credits:

Requires the four-year definition as above plus 15 quarter hour credits, these to be acquired after the granting of the degree that qualified the individual for a teaching license and shall be either graduate or undergraduate credit in the teacher's field or related fields.

1.4. B.A. Degree Plus 30 Quarter Hour Credits:

Requires the four-year definition as above plus 30 quarter hour credits, these to be acquired after the granting of the degree that qualified the individual for a teaching license and shall be either graduate or undergraduate credit in the teacher's field or related fields.

1.5. B.A. Degree Plus 45 Quarter Hour Credits:

Requires the four-year definition as above plus 45 quarter hour credits, these to be acquired after the granting of the degree that qualified the individual for a teaching license and shall be either graduate or undergraduate credit in the teacher's field or related fields.

1.6. B.A. Degree Plus 60 Quarter Hour Credits:

Requires the four-year definition as above plus 60 quarter hour credits, these to be acquired after the granting of the degree that qualified the individual for a teaching license and shall be either graduate or undergraduate credit in the teacher's field or related fields.

1.7. Master's Degree:

Requires the completion of one year of graduate work from an accredited teacher-training institution with the granting of a degree of M.A., M.S., or a degree of equal value.

1.8. M.A. Degree Plus 15 Quarter Hour Credits:

Requires the completion of 15 quarter hour graduate credits in the teacher's field or related fields after the degree of M.A., M.S., or a degree of equal value that qualified the individual for a teaching license.

1.9. M.A. Degree Plus 30 Quarter Hour Credits:

Requires the completion of 30 quarter hour graduate credits in the teacher's field or related fields after the granting of the degree of M.A., M.S., or a degree of equal value that qualified the individual for a teaching license.

1.10. M.A. Degree Plus 45 Quarter Hour Credits:

Requires the completion of 45 quarter hour graduate credits in the teacher's field or related fields after the granting of the degree of M.A., M.S., or a degree of equal value that qualified the individual for a teaching license.

1.11. M.A. Degree Plus 60 Quarter Hour Credits:

Requires the completion of 60 quarter hour graduate credits in the teacher's field or related fields after the granting of the degree of M.A., M.S., or a degree of equal value that qualified the individual for a teaching license.

1.12. Specialist's Degree:

A Specialist's Degree from an accredited teacher-training institution will be recognized as the equivalent of a Master's Degree plus 60 quarter hour credits.

1.13. Doctoral Degree:

Requires the completion of a doctoral degree in the teacher's field or related fields. Only teachers employed in ISD 197 who, on June 30, 2011, are either already at the doctoral salary or are already enrolled and taking classes in a doctoral program approved by ISD 197 are eligible for course reimbursement and the doctoral salary column.

1.14. Nothing in the preceding subdivisions 1.1 through 1.13 shall diminish the salary or change the salary schedule column position enjoyed by an employee as of June 30, 1983.

Subd. 2. Procedure For Column Advancement: A teacher, who qualifies for an advanced column, will be permitted to change columns provided a column change application is submitted to the office of human resources and is accompanied by official transcripts during the timelines indicated below.

2.1. Credits to be counted must be filed in the office of human resources by official transcripts from the institution where the training was completed or board credit verification.

2.2. Column changes may be implemented between the first contract day of the school year and April 15 provided the column change request form and official transcripts or board credit verification are submitted by the teacher to the office of human resources. The effective date of the column change will be the day after all appropriate forms and official transcript(s) or board credit verification are received by the office of human resources with the exception that column change requests with all appropriate forms and documentation submitted after April 15 would not be effective until the first contract day of the following school year. It is the teacher's responsibility to ensure that all required forms and official transcripts or board credit verification forms are submitted to the office of human resources before a column change will be implemented.

2.3. Credits must be completed or degrees conferred before the appropriate forms and official transcripts may be submitted to human resources to be applicable to column changes.

2.4. Credits earned after employment by the School District, must have prior approval by the Superintendent or designee using the appropriate school district forms.

Subd. 3. Procedure for Advancement to Doctoral Level: Only a teacher enrolled in a doctoral program which has been approved by the office of the superintendent in ISD 197 by June 30, 2011 will be compensated for the costs of graduate courses taken to earn a doctoral degree. Reimbursement will be limited to 50% of the doctoral degree to a maximum of three (3) courses per contract year at a tuition rate not to exceed the University of Minnesota rate for resident graduate students. Requests for compensation must be submitted to the Superintendent with a letter of acceptance to a doctoral program from an accredited college or university, and a proposed course of study leading to satisfaction of all requirements for the degree.

3.1. A teacher who has received reimbursement as outlined in Subd. 3. of this Section shall be required to continue in active full-time employment with the School District for a minimum of four years after the earning of the doctoral degree. Any teacher who chooses to terminate their employment by the School District prior to the expiration of this four-year period shall be required to repay the School District the total amount reimbursed by the School District on a prorated basis of 25% per year for

each of the four years immediately following the earning of the doctoral degree. Such repayment shall be the sole responsibility of the individual teacher, and the exclusive representative shall not be liable for such repayment to the School District.

3. 2. Provisions for Repayment: Terms for repayment shall be mutually agreed upon between the School District and the teacher at the time of submission of a letter of resignation.

3. 3. Effective Date: The provisions of Article VI, Section 6., Subd. 3.1. shall apply to requests for a proposed course of study submitted to the Superintendent for approval after June 30, 2002.

Subd. 4. Column Advancement Limitation: Teachers shall be limited to a maximum of 30 approved credits per calendar year for column advancement purposes as established by this Section.

Subd. 5. Professional Development Compensation: All teachers, either full or part time, may elect to participate in School District-sponsored professional development activities outside of the regular contract work day/year. These program activities may be approved by the School Board and will reflect the School District's priorities for improving educational programming at either the school or system level. Teachers who successfully complete these programs will earn the equivalent of one (1) credit for each ten (10) hours of professional development course time. These accrued credits shall qualify the teacher for advancement on the salary schedule in accordance with existing procedures for column advancement.

Section 7. Step Placement: A teacher under continuing contract will be placed on the appropriate step of the salary schedule based upon the number of years of successful teaching experience subject to the provisions of Section 6 of this Article.

Subd. 1. Outside Experience: At the time of employment, licensed teaching experience gained outside of the School District will be credited.

Subd. 2. Step Advancement: To be eligible to advance a step on the salary schedule, a teacher must be employed and on an active, paid status over at least 3/4 of the total number of student contact days (for example: $\frac{3}{4}$ of 172 days or 129 days in 2002-03).

Section 8. Salary for Extended Employment: Additional contracted weeks of employment, which are an extension of the salary schedule, will be paid on a pro-rata basis for that portion of their assignment beyond 190 duty days. The length of the work day for extended employment assignments will be that of the normal teacher work day unless otherwise specified. If the length of the work day for an extended employment assignment is less than the length of the normal work day, there shall be a proportionate reduction in daily compensation rates.

Section 9. Placement of Part-time Teaching Personnel: Teachers employed for four (4) or more hours but less than an 8-hour day and/or fewer than 190 days during the school year shall have their annual salaries based upon the salary schedule.

Subd. 1. Determination of Salary: The salary paid to teachers shall be a percentage of the salary for the appropriate column and step based upon the proportionate part of the 8-hour day and 190 day duty year worked.

Subd. 2. Column Placement: Column placement and advancement must meet the requirements of other sections of this Article to be implemented.

Subd. 3. Step Placement: Step placement will be based upon the number of years of successful teaching experience before employment subject to the limitations of Section 7 of this Article.

Section 10. Placement of Nurses: Effective July 1, 1993, nurses with a B.A. or a four-year nursing degree will be included in total salary schedule provisions. Nurses without a B.A. will be frozen on the B.A. schedule and cannot accumulate credits until a B.A. or four-year nursing degree is confirmed.

Section 11. Daily Substitute Teachers: Daily substitute teachers shall be compensated according to School District policy. Daily substitute teachers are teachers hired on a daily basis.

Section 12. Building Substitutes: Building substitutes employed by the District shall be eligible for single health insurance coverage and will receive two personal leave days and 5 sick leave days.

ARTICLE VII
SALARY PAYMENTS AND PAYROLL DEDUCTIONS

Section 1. Salary Payments: Salary payments will be paid with a 21 or 26 bi-weekly installment option.

Subd. 1. Pay dates: Salary payments will be made in accordance with the School District's payroll procedures through its computer consortium. However, if the computer consortium should propose a significant change in the salary payment schedule, the parties agree to discuss modification of this provision.

Subd. 2. Selection of Option: Teachers will select the installment option under which they are to be paid for the school year on a form provided by the School District.

2.1. The installment option must be selected before the end of the previous school year.

2.2. Once the installment option has been selected for a school year, it may not be changed for that school year.

2.3. Teachers who fail to select an installment option will be paid under the 26 installment option for that school year.

2.4. Teachers selecting 26 installments will have the option of receiving a lump sum check for the remaining five (5) salary payments on or about June 15 of each year. Teachers desiring this option must make their request known to the district by May 1 using a form available in the Office of Human Resources.

Subd. 3. Extra-curricular Increment Payments: Teachers receiving payment for extra increment assignments will receive such payment in 20 or 25 installments beginning with the second salary payment as established in Subd. 1 and dependent upon the regular salary option selected.

3.1. Teachers handling assignments of 19 weeks or fewer may request on a form provided by the School District, receiving such payment in installments each pay date during the time the activity takes place with the last installment paid on the pay date following the conclusion of the activity.

Section 2. Payment During Vacations: When the date for a regular salary payment occurs during a vacation period, the payment will be mailed so that it is normally received on the scheduled date.

Subd. 1. If the scheduled payroll date falls on the Friday of the fall teacher conventions or Thanksgiving vacation, salary payments will be made on the last duty day before the convention or vacation break.

Section 3. Payment Location: Salary checks will be sent to the building to which the teacher is assigned on the payroll dates.

Subd. 1. Electronic Banking: The School District will make Electronic Banking available to the teaching staff. For those teachers who choose not to participate in Electronic Banking the payment location of the present article and the provisions of Article VII, Section 2., Subd. 1 will apply.

Section 4. Payroll Deduction: Payroll deductions will be permitted for those items enumerated in this section.

Subd. 1. Uniform Deduction: Payroll deductions, when made, will be uniform for each payroll period the deduction is taken.

1.1. A lump sum deduction will also be permitted for United Way.

1.2. Insurance premium deductions are not covered by this subdivision.

Subd. 2. Payroll Deduction Forms: Teachers requesting deductions must fill out a request form provided by the School District. This form will show the amount of the deduction authorized and must be signed by the teacher making the request. Once the request is filed it may not be changed for that school year.

Subd. 3. Deductions Pursuant To Law: Deductions pursuant to law will be made for the following:

3.1. Social Security

3.2. Teachers' Retirement Association

3.3. State and Federal Withholding for income tax purposes

3.4. Tax Sheltered Annuities: Teachers shall have the opportunity to change carrier and amount of deduction at any time.

Subd. 4. Deductions Where the School District has a Financial Interest: Deductions will include the following if the teacher is paying a portion of the premium.

4.1. Group Health and Hospitalization Insurance

4.2. Life Insurance

4.3. Long Term Disability Insurance

4.4. Dental Insurance

Subd. 5. Deductions in the Community Interest: Deductions in this area will include the following:

5.1. United Way

Subd. 6. Deductions for Teacher Organization Dues: Deductions for major professional organizations will include the following:

6.1. Education Minnesota - Local 1148

Subd. 7. Deductions for Teacher Credit Unions: Deductions for savings in major teacher organization credit unions will include the following:

7.1. Teacher Federal Credit Union

7.2. United Educators Credit Union

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The School Board reserves the right to select the insurance carrier and the policy for any group insurance coverage provided for the teacher.

Section 2. Insurance Anniversary Dates: The anniversary date for the group insurance policies of the School District is July 1 for each year or as determined by the School Board and the insurance carriers on which date changes in coverage and rates will become effective.

Section 3. Group Insurance Participation Eligibility: A teacher must be employed a minimum of seven hours per day and a minimum of 190 days per year to be eligible to participate in and have the School District make the full contributions as defined in this Article toward the premiums of the group insurance programs provided. Effective July 1, 2010, an employee's spouse is not eligible for coverage under the Health and Hospitalization Plan if the spouse is eligible for any other group health coverage through the spouse's employer. For purposes of this provision, a spouse is considered eligible for other group health coverage even if the only way he/she could enroll in the group health plan is via HIPPA special enrollment.

Subd. 1. School District Contribution: The School District will contribute a percentage of the contributions as defined in this Article toward the premiums of the group insurance programs, determined by the percentage of the 8-hour day and 190-day year worked by the part-time personnel.

Section 4. Group Insurance Contributions: The School District contributions toward the premiums for the group insurance programs, as provided in this Article, will be made during the 12-month period beginning on July 1 of one year and ending on June 30 of the following year, for teachers who are employed by the School District, meet the eligibility requirements as stated in Section 3 of this Article, and participate in the coverage for which the contribution is provided.

Section 5. Duration of Insurance Contribution: A teacher is eligible for School District contributions as provided in this Article as long as the teacher is employed by the School District and meets the eligibility requirements as stated in Section 3 of this Article. Upon termination of employment, all School District participation and contributions shall cease, effective on the last working day. Teachers employed for a portion of the year to complete a full-time assignment will be eligible for pro-rata share of the School District contributions cited in this Article. In the event of the death of an employee or retiree, the district will comply with requirements for continuation of survivor insurance coverage under MS 62A.146.

Section 6. Health and Hospitalization Insurance: The School District will contribute to the premium cost of the group health and hospitalization insurance as follows:

Subd. 1. Individual Coverage: For the 2009-2010 fiscal year, the School District will contribute on a monthly basis 100% of the premium cost for individual health and hospitalization insurance coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. The School District will contribute on a monthly basis 100% of the lower premium individual option and 95% of the higher premium individual option for the 2010-2011 fiscal years, toward the premium for

each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms.

Subd. 2. Two-Party Coverage: For the 2009-2010 fiscal year, the School District will contribute 90% of the lower premium two-party option and 85% of the higher premium two-party option toward the premium for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for two-party coverage. For the 2010-2011 fiscal year, the School District will contribute 85% of the lower premium two-party option and 80% of the higher premium two-party option, toward the premium for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for two-party coverage.

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the teacher and paid by payroll deduction.

Subd. 3. Dependent Coverage: For the 2009-2010 fiscal year, the School District will contribute 90% of the of the lower premium family option and 85% of the higher premium family option, toward the premium for dependent coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. For the 2010-2011 fiscal year, the School District will contribute 85% of the of the lower premium family option and 80% of the higher premium family, toward the premium for dependent coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage.

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the teacher and paid by payroll deduction.

Subd. 4. Survivor Benefit: In the event of the death of a teacher, the spouse and/or dependent children may continue group insurance participation at district expense for one year from date of death, or to the extent authorized by law.

Section 7. Dental Insurance: The School District will contribute on a monthly basis to the premium cost of the group dental insurance as follows:

Subd. 1. Single Coverage: The School District will contribute the sum of not to exceed \$30.00 per month for the 2009-2010 and 2010-2011 fiscal years, or the total cost, whichever is lower, toward the premium cost for individual coverage of each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group dental plan. Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the teacher and paid by payroll deduction.

Section 8. Life Insurance: The School District will contribute the sum of not to exceed \$10.07 per month toward the premium cost of \$50,000 of life insurance for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group life insurance program. Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the teacher and paid by payroll deduction.

Section 9. Long Term Disability Insurance: The School District will contribute a sum equal to .0068 times the individual contract salary per year or the total premium cost, whichever is lower, toward the premium cost for long term disability insurance coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District long term disability insurance plan. Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Yearly Sick Leave Allowance: Full-time teachers earn sick leave at the rate of 15 days per year for the first four years of employment by the School District and 12 days per year each year thereafter. Part-time teachers will earn amounts proportionate to the days they work compared with the days worked by a full-time teacher. Teachers who begin employment on or after the first day of second quarter of the school year or are on an unpaid leave of absence status at the beginning of the school year will receive prorated sick leave as follows:

- Begin employment or return to paid status on or after the first day of quarter two: Year 1-4 earn 12 days, after 4 years earn 9 days.
- Begin employment or return to paid status on or after the first day of quarter three: Year 1-4 earn 8 days, after 4 years earn 6 days.
- Begin employment or return to paid status on or after the first day of quarter four: Year 1-4 earn 4 days, after 4 years earn 3 days.

Subd. 2. Cumulative Sick Leave: Unused sick leave days may accumulate to a maximum credit of 360 days per teacher. Part-time teachers may accumulate sick leave days up to a maximum in the same proportion as the number of days they work is to the number of days a full-time teacher works.

Subd. 3. Use of Sick Leave: Sick leave with pay, if earned, will be allowed by the School District whenever a teacher's absence is due to illness, medical condition (e.g., childbirth), or accident of the teacher, the teacher's spouse, child or domestic partner residing with the employee which prevents the teacher's attendance and performance of duties on that day or days, subject to Subd. 5. Requests to use sick leave for others not listed above may be submitted to the superintendent or designee.

Subd. 3.1. Workers' Compensation: The first day of absence of a teacher, that requires medical attention from a serious physical injury by a student resulting in a workers' compensation claim, will not be charged against the employee's sick leave balance.

Subd. 4. Use of Sick Leave for Family Illness: Up to thirty days of absence shall be allowed due to the serious illness of a teacher's parent, foster parent, spouse's parent or sibling. Such absence shall be charged to sick leave, subject to Subd. 5.

Requests to use sick leave for others not listed above may be submitted to the superintendent or designee.

Subd. 5. Medical Certificate: The School District may require a teacher to furnish a medical certificate either from the school health officer or from a licensed physician as to evidence of illness, medical condition (e.g., childbirth), or accident, indicating such absence was due to illness or accident, to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the School District. In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 6. Sick Leave Payment: Sick leave pay will be approved after teacher follows established leave reporting procedures.

Subd. 7. Unearned Sick Leave: Sick leave days to be earned during the year will be credited to the teacher at the beginning of the year. In case of voluntary separation or removal for cause of a teacher to whom sick leave has been advanced in excess of that earned, the teacher will be required to refund the amount paid for the period of such excess. The refund will be in an amount equal to the teacher's average daily salary times the number of sick leave days which are in excess of the number to which the teacher would have been entitled based on the percentage of the school year which the teacher worked.

Subd. 8. Use of Sick Leave With Long Term Disability: Teachers participating in the long term disability insurance program of the School District may charge 1/3 day against their accumulated sick leave for each day beyond the 60 day waiting period to attain full salary not to exceed a period of 190 duty days of full salary in any school year through the combination of sick leave and long term disability insurance benefits. In the event that the teacher's gross pay for a fiscal year using a combination of regular contract salary, sick leave pay and long term disability benefit payments is more than the teacher would have earned from his/her regular contracted teaching salary, the teacher will reimburse any overpayment of disability benefits to the long term disability company.

Section 2. Funeral Leave: Up to nine (9) days per year will, with district notification, be allowed for use as funeral leave. Funeral leave days are paid days. They are not cumulative nor are they charged against sick leave.

Section 3. Personal Leave: A teacher will receive two (2) prearranged days each year. A teacher with fifteen (15) or more years of service in ISD 197, excluding full year unpaid leaves of absence, will receive an additional day for a total of three (3) prearranged days each year. Personal days taken will not be charged against sick leave.

Teachers who begin employment on or after the first day of the second half of the year will receive one (1) personal leave day. Teachers who are on an unpaid leave of absence status at the beginning of the school year and who do not return to a paid status until on or after the first day of the second half of the year, will receive one (1) personal leave day.

Subd. 1. Unused Personal Leave days may accumulate and may be deferred for payment as stated in Article XV, Section 2, Subd. 4, Early Retirement Incentive Pay and Article XVI, Section 6, Employee Match/Retirement Plan.

Subd. 2. Teachers who have used their annual personal leave allocation for religious observances during a school year may upon request be granted an additional day of Personal Leave.

Subd. 3. Restrictions: Personal leave may not be used to engage in a strike, picketing, bannering, or any other concerted activity regarding conditions of professional service or policies of the School District or in activities which disrupt the normal activities of any school building.

Subd. 4. No more than five percent, to the nearest whole number, of a building's classroom staff, shall be permitted to be on leave at any one time. The administration will give priority to such requests in the order submitted.

Subd. 5. With approval of the building principal, a teacher who has accumulated unused personal leave days under Subd. 1. may use up to five of those accumulated leave days in any year. A request to use accumulated personal leave days shall be submitted to the principal in writing. The principal shall respond to the request in writing within three (3) working days of the receipt of the written request. If the request is denied by the principal or if the principal fails to respond within the three (3) working day period, the teacher may appeal by submitting a copy of the request and a copy of the principal's written response (if there is one) to the Superintendent within five (5) working days of the date of the denial. The appeal will be decided within a reasonable time by a majority vote of a three-person panel consisting of the Federation president, the Superintendent and the Chair of the School Board.

5.1. Under exceptional circumstances, a teacher may submit to the principal in writing a request to use unpaid leave. The principal shall respond to the request in writing within three (3) working days of the receipt of the written request. If the request is denied, the appeal process above shall apply. These leave days will be charged as a salary deduction unless a deduction for substitute costs is approved by the superintendent or

designee as stated on the request form provided by the School District. Examples of days that may be approved for a substitute deduct include, but are not limited to, the out of state graduation from college of a teacher's child, an out of state wedding of the teacher's child, or a non-school related subpoena. If the request is denied, the appeal process in Subd. 5 shall apply.

Section 4. Leave for Jury Duty: If a teacher is summoned for (a) jury duty day(s), including the extended school year program, notice thereof will be promptly given to the Office of Human Resources and paid leave shall be granted for the period of jury duty required. The teacher shall reimburse the District any per diem paid to a juror by the court for jury duty service, except that the teacher shall retain any mileage and meal allowance paid by the court as well as a sum equal to parking fees paid during the term of jury duty.

Section 5. Leave of Absence for Disability: Teachers eligible for the long term disability insurance coverage provided in this Agreement who incur such a disability will be granted a leave of absence for disability without pay for up to 24 months from the date of expiration of sick leave or from the date of income protection benefits eligibility, whichever comes first.

Subd. 1. A leave of absence for disability will not be extended beyond 24 months unless there is positive evidence supported by medical opinion that the teacher will be able to return to full-time active employment within a reasonable period of time.

Subd. 2. An eligible teacher on leave of absence for disability may participate in the group insurance coverage provided in this Agreement.

2.1. An eligible teacher on a leave of absence which is covered under the provisions of the Family and Medical Leave Act may participate, for a period not to exceed 12 weeks, in the group insurance coverage provided in this Agreement under the same conditions as if the employee had continued in continuous employment during the duration of the leave.

2.2. After 12 weeks they may participate by paying 100% of the premium cost in advance each month.

Subd. 3. At the expiration of the 24-month leave of absence for disability, the teacher's employment will be terminated if the disability still exists and the leave has not been extended.

Section 6. Career Leave: A tenured teacher may apply for a leave to pursue another career for a period of not less than one (1) contract year and not more than two (2) contract years. A teacher must submit a written request for a career leave to the Superintendent on or before May 1. Leave requests received after May 1 may be rejected at the discretion of the Superintendent. Teachers on a career leave must notify in writing the School District by March 1 of their intention to return to active employment or to continue their existing leave of absence.

Section 7. General Leave of Absence Without Pay: A leave of absence without pay for any reason may be approved by the School Board upon recommendation of the administration. Teachers may enter into a job share agreement in accordance with established guidelines.

Subd. 1. The leave will be without pay or fringe benefits except as may be mutually agreed between the School District and the teacher. A teacher on leave of absence without pay will not be entitled to change step on the salary schedule, or to accumulate sick leave and other benefits.

Subd. 2. A teacher on leave of absence without pay may participate in the group insurance coverage provided in this Agreement for which the teacher is qualified by paying 100% of the premium cost in advance each month.

Subd. 3. An eligible teacher on a leave of absence which is covered under the provisions of the Family and Medical Leave Act may participate, for a period not to exceed 12 weeks, in the group insurance coverage provided in this agreement under the same conditions as if the employee had continued in continuous employment during the duration of the leave. After 12 weeks the provisions of Subd. 2 will apply.

Subd. 4. The duration of leave of absence may be for up to one year. Upon request, leaves of absence may be continued for up to three years, including the initial year, at the discretion of the School Board.

4.1. Teachers on any type of unpaid leave of absence, full-time or part-time, must notify in writing the School District by March 1 of their intention to return to active full-time employment or to continue their existing leave of absence.

4.2. Teachers requesting an extension of their leave shall be notified by the School District by April 1 of the approval or denial of their request.

4.3. If such a continuation is not granted, the teacher shall notify the School District by May 1 of their intention to return to full-time employment or their decision to relinquish the full-time equivalency of the assignment covered by the leave.

4.4. If a teacher relinquishes only a portion of a full-time position and wishes to return to full-time employment, that teacher shall notify the School District by March 1 of the year during which they wish to return. Intention to return to full-time employment will remain in effect until it is granted, or until the teacher notifies the School District in writing of other intentions.

4.5. The School District shall offer a vacant position for which such teacher is qualified before soliciting candidates for such position. Such teachers would be exempt from the interview process for such employment.

4.6. At the conclusion of the third year of the leave, the School Board, in consultation with the building principal, will determine if continuation of said leave is in the best interest of all parties involved.

Subd. 5. Job share leaves of absence shall continue to be arranged in accordance with established School District guidelines. Extensions of job share arrangements shall be at the discretion of the School District.

Subd. 6. A teacher on any type of leave returning to duty must submit a statement on or before March 1 of the prior school year unless specific arrangements have been made for such return at the time the leave is granted.

Section 8. Child Birth Leave: A teacher may request a child birth leave of absence in accordance with the provisions of this section. Sick leave may be used in accordance with Article IX, Section 1.

Subd. 1. Maternal Use of Sick Leave: A teacher who will be giving birth may elect to use accumulated sick leave and be absent from duty for the period during which she is judged by her attending physician to be medically unable to perform teaching duties and responsibilities.

1.1. A teacher shall provide, at the time of the requested child care leave, a statement from her attending physician indicating the estimated date of delivery of the child and the date to which she would be medically able to perform teaching duties and responsibilities.

1.2. The School District may adjust the proposed beginning date of a child care leave to coincide with a natural break in the school year.

1.3. The use of accumulated sick leave shall begin no later than the first day of confinement.

1.3.1. Use of sick leave, as determined by the teacher, of more than 10 duty days before the expected date of delivery will require certification by her attending physician.

1.4. The use of accumulated sick leave shall stop on the date the teacher is judged by her attending physician to be medically able to perform teaching duties and assume teaching responsibilities.

1.4.1. Verification of the date that the teacher is able to perform teaching duties and assume teaching responsibilities by the school health officer, in consultation with the attending physician, may be required by the School District.

1.5. Teachers electing to use sick leave shall return to duty on the date determined in 1.2 unless granted a general child care leave of absence without pay by the School Board effective on that date.

1.6. A teacher who fails to return to duty on the date determined in 1.2. shall waive and forfeit the right to reinstatement.

Subd. 2. Paternal Use of Sick Leave: A teacher must give written notice of a request for paternal leave at least 30 calendar days before the anticipated due date.

2.1 A teacher may elect to use up to ten accumulated sick leave days for the period not to exceed ten working days to care for the recuperating birth mother. Thereafter the teacher may request a general child care leave of absence without pay in accordance with Section 9.

Section 9. General Child Care Leave: Under no circumstances will a general child care leave, or child birth leave, be granted to a teacher for the next school year if that teacher would otherwise be non-renewed for budgetary or performance reasons. A non-probationary teacher shall be granted a general child care leave, including for adoption purposes, without pay not to exceed twelve (12) months by the School Board subject to the following regulations:

Subd. 1. A teacher shall give written notice requesting child care leave to the Superintendent or designee at least 3 calendar months before the beginning of the requested leave or within 24 hours of receipt of notice of arrival of an adopted child if notice is received less than 3 calendar months before this date. A teacher may elect to use up to ten accumulated sick leave days for the period not to exceed ten working days to care for the newly adopted child.

1.1. The School District may adjust the proposed beginning date of a general child care leave to coincide with a natural break in the school year.

Subd. 2. Return to Duty: A teacher on general child care leave may return to duty subject to the following regulations:

2.1. Teachers returning to duty at the beginning of a school year must submit their statements on or before March 1 of the prior school year unless specific arrangements are made for such return at the time the leave is granted.

2.2. After the teacher fulfills the requirements of 2.1., the School District shall offer a vacant teaching position, for which the returning teacher is qualified.

2.2.1. The offer of employment in a vacant position by the School District shall be complete upon mailing such offer by registered mail addressed to the last known address provided by the teacher to the Office of Human Resources of the School District.

2.2.2. The teacher shall accept or refuse the offer of employment within ten calendar days after the date of delivery, or attempted delivery, of such offer.

2.2.3. If the teacher does not accept or rejects the offer of employment within the ten calendar day period after the date of delivery, or attempted delivery of such offer, he/she will, thereby, terminate his/her employment with the School District.

2.3. The teacher returning to duty from a general child care leave of absence will normally be given the previous assignment if the position is vacant and the program schedule permits.

Subd. 3. Step Advancement: A teacher returning to duty following a general child care leave shall be placed on the next higher step of the salary schedule if

they were on an active paid status over at least 3/4 of the total number of student contact days in the year in which the child care leave was granted.

3.1. A teacher who does not meet the requirements of Subd. 3 above will return at the same step for which he/she was qualified when child care leave was granted.

Subd. 4. Group Insurance: A teacher on child care leave may participate in the group insurance coverage for which he/she is eligible provided in this Agreement.

4.1. A teacher, who has been employed the previous 12 months in the District, on a leave of absence which is covered under the provisions of the Family and Medical Leave Act may participate, for a period not to exceed 12 weeks, in the group insurance coverage provided in this Agreement under the same conditions as if the employee had continued in continuous employment during the duration of the leave.

4.2. After 12 weeks the eligible teacher may participate by paying 100% of the premium cost in advance each month.

4.3. Participation in such group insurance coverages will end no later than the end of the 12 months following termination of the pregnancy unless the teacher has been reemployed as a full-time teacher by the School District.

Subd. 5. Sick Leave: Upon return to duty, a teacher on child care leave will be credited with the amount of accumulated sick leave he/she had when he/she began the child care leave less days used for child care leave.

Subd. 6. Probationary Period: The parties agree that the applicable periods of probation for employees as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted for determining the completion of the probationary period.

Section 10. Federation Leave: Up to 30 days during the contract period may be granted upon the request to the Superintendent by the Federation president for purposes related to the conduct of Federation business. Federation leave days are nonaccumulative.

Subd. 1. No more than three teachers from any building may be granted such leave on any one day, except under exceptional circumstances as determined by the Superintendent.

Subd. 2. The request for such absence shall be made at least one day before the date of the requested absence.

Subd. 3. In unusual cases where the Federation president must conduct Federation business during the school day, the president, with the approval of the Superintendent or designee, shall have a substitute teacher hired for the required time. The Federation will pay the substitute's salary.

Subd. 4. To assist the Federation president in the performance of Federation duties, the Federation president will not be assigned a supervisory duty.

Subd. 5. The School District will release a 1.0 FTE teacher for .4 of his/her duty day to provide ombudsperson services to the District and the Federation. This person will be appointed by the Federation. The name of the person appointed will be submitted to the School District by June 1.

Section 11. Extended Leave of Absence.

Subd. 1. Authority: Pursuant to and consistent with Minnesota Stat. § 122A .46, a teacher eligible under the law may apply for an extended leave of absence that will be at least three (3) but no more than five (5) years in length.

Subd. 2. Eligibility: Under the law, to be eligible, a teacher must meet the following criteria:

2.1. Have ten (10) years of allowable Teacher Retirement Association (TRA) service;

2.2. At least five (5) years in District No. 197;

2.3. A teacher accepting another contractual position in the public schools may lose reinstatement rights; and

2.4. Notification to the School District to request leave must be made in writing before March 1 or a later date if mutually agreed upon by the teacher and the School District.

Subd. 3. Health Insurance: The teacher will be eligible to continue health hospitalization insurance and dental insurance as defined in Article VIII, Sections 6 and 7, provided the teacher reimburses the School District for the cost of the premiums.

Subd. 4. Return: While the teacher may retire during this leave, there is no requirement to retire. If it becomes necessary, a teacher may re-enter the profession at the step and column that he/she would be entitled to according to the master contract on leave policies. A teacher returning to duty at the beginning of a school year must submit their statements before February 1 of the prior school year unless specific arrangements have been made with the School District.

Subd. 5. Coordination with “Rule of 90”: Both the “Rule of 90” under TRA and the Extended Leave Of Absence (122A .46) may apply to an individual teacher. If such a teacher’s request for an Extended Leave Of Absence is approved for a period of time that is within the five (5) years before eligibility for retirement under the “Rule of 90,” then the following provisions will apply:

5.1. The School District will pay the employer’s share of the contribution to TRA provided the teacher maintains the employee’s share of the contribution to TRA;

5.2. If two teachers want to job share under this Subd. 5, the teachers and the School District will each make their own share of the TRA contributions for the portion of time that each teacher is working, as is the practice with all other staff.

5.3. The teacher under this Subd. 5 will be allowed to retire at the end of any school year during the leave time or in the year when the teacher qualifies for the “Rule of 90.”

Subd. 6. Benefits: The benefits stated in Article XV (E. R. I. P.) and Article XVI (E. M. /R. P.) will be provided to teachers electing under this Subdivision. Insurance benefits would be recalculated at the time of cessation of duties to reflect the existing School District contributions at that time.

**ARTICLE X
UNREQUESTED LEAVE OF ABSENCE**

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 for unrequested leave of absence because of discontinuance of position, lack of pupils, financial limitations, or consolidation.

Section 2. Definitions: For purposes of this Article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. Teacher: A teacher shall mean any employee issued an individual continuing contract for a position which requires the employee to be a licensed teacher as defined in Minn. Stat. § 122A.40 by the MDE.

Subd. 2. Qualified: Qualified shall mean a teacher who has been licensed by the MDE to teach in a subject matter area.

Subd. 3. Seniority: Seniority shall mean the length of continuous service as a teacher in the School District from the last date of employment as defined in Section 3.

Section 3. Seniority Date: Effective July 1, 2009, a teacher's seniority date shall be established by the date and time at which a contract is signed by the teacher and Director of Human Resources or designee, for the most recent beginning of continuous service to the School District as a teacher under regular contract during the regular school year including periods of employment outside the appropriate bargaining unit and periods of time on an approved leave of absence as provided by Article IX of this Agreement.

For teachers hired prior to June 30, 2009 who have the same seniority date established by the date of the School Board meeting at which employment was approved, the order of placement on the seniority list shall be established by the date and time the teacher and district designee signed the teacher's employment contract.

Subd. 1. Retention of 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 actual interruption of regular service.

Subd. 2. Seniority Date: Probationary Teachers: The seniority date of probationary teachers will be determined in accordance with this section, following the completion of the probationary period.

Subd. 3. Substitute Teachers: Teachers employed as replacements for regular staff who are on leave, or employed as daily substitute teachers shall not receive seniority credit.

Section 4. Seniority Lists: The School District shall prepare, from its records, four seniority lists, one for tenured teachers (full and part-time), a separate list for probationary teachers (full and part-time), a separate list for early childhood family education teachers and a separate list for occupational therapists in order of seniority date. Such lists shall contain the seniority date, name, area(s) of licensure, and the current assignment for each teacher. There shall be no bumping from one list to the other.

Subd. 1. Identical Starting Dates: Teachers on a continuing contract employed before September 1, 1974, with identical seniority dates will be listed on the seniority list according to the following rules.

1.1. If two or more teachers have the same date of employment, the order of placement is to be determined by using the column placement as of September 1, 1974, with the teacher placed on the higher column listed first and so on.

1.2. If two or more teachers have the same date of employment and the same column placement on September 1, 1974, the order of placement is to be determined by using the number of credits earned, for which transcripts or grade slips have been filed with the School District as of January 1, 1975, beyond the September 1, 1974, column placement, with the teacher having the largest number of credits listed first and so on.

1.3. If two or more teachers have the same date of employment, the same column placement on September 1, 1974, and the same number of additional credits on January 1, 1975, the order of placement is to be determined by the number of graduate credits earned beyond the column placement as of September 1, 1974, as compared to the number of undergraduate credits on January 1, 1975, with the teacher having the larger number of graduate credits being listed first and so on.

1.4. If two or more teachers have the same date of employment, the same column placement on September 1, 1974, the same number of additional

credits on January 1, 1975, and the same number of graduate and undergraduate credits on January 1, 1975, the order of placement is to be determined by the number of years of teaching experience the teacher has before employment by the School District with the teacher having the most experience being listed first and so on.

1.5. If two or more teachers have the same date of employment, the same column placement as of September 1, 1974, the same additional credits on January 1, 1975, the same number of graduate and undergraduate credits on January 1, 1975, and the same number of years of outside experience before employment by the School District, the teachers will be given the same seniority number with the teacher to be placed on unrequested leave to be negotiated as required.

Subd. 2. Additions to Seniority List: Probationary teachers will be placed on the seniority list on September 1 of the year in which they begin service to the School District under a continuing contract.

2.1. Teachers new to the seniority list will be added according to seniority date.

Subd. 3. Posting Seniority List: The School District will provide a copy of the seniority list in each school building on or before November 15 of each school year.

3.1. A teacher may challenge the correctness of the seniority list by filing a grievance as provided for in Article XIV of this Agreement.

3.2. In the absence of a grievance being filed within ten days from the date of posting, the posted seniority list will be conclusively deemed to be correct.

Section 5. Unrequested Leave of Absence: Teachers on the seniority list may be placed on unrequested leave of absence by the School District because of discontinuance of position, lack of pupils, financial limitations, or consolidation, without pay or fringe benefits effective at the end of the fiscal year.

Subd. 1. Procedure: Qualified teachers shall be proposed for placement on unrequested leave of absence in any subject area in which licensure is required by the MDE and in which currently teaching in the inverse order of their position on the seniority list. Notice of a hearing, waiver or acquiescence thereof, and procedures for any hearing will be as provided in Minn. Stat. § 122A.40.

Subd. 2. Notice: Teachers placed on unrequested leave of absence shall receive notice before July 1.

Section 6. Replacement Rights: Any teacher, who is qualified as defined in Section 2, Subd. 2, of this Article, placed on unrequested leave of absence, whether or not a member of the appropriate unit, may elect to displace the least senior teacher on the seniority list who is employed in a position for which both are certified by the MDE. To be considered as a certified teacher, a teacher must have filed a certification of license in the Office of Human Resources by March 1 preceding the year in which the unrequested leave is to take place.

Subd. 1. Notice: Replacement rights may be exercised only if written notice is received by the School District within seven 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 receive written notice of such displacement within seven calendar days of the exercise of replacement rights by a teacher as provided by Section 6 of this Article, without the need for any hearing applicable to termination.

Section 7. Status While on Leave: Teachers placed on unrequested leave of absence shall have the right to:

Subd. 1. Sick Leave: Accumulated sick leave shall be frozen as of the date the teacher was placed on unrequested leave of absence.

Subd. 2. Group Insurance: The teacher may participate in the group insurance coverage provided in Article VIII for which the teacher is qualified by paying 100% of the premium cost in advance each month.

Subd. 3. Other Employment: The teacher may engage in teaching or any other occupation during the period of an unrequested leave of absence.

Section 8. 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 the vacant position.

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 recall procedure.

Subd. 2. Available Positions: A teacher placed on unrequested leave of absence shall be recalled, as positions become vacant, to any position for which such teacher is qualified, as defined by Section 2, Subd. 2, of this Article.

2.1. Reinstatement shall be in the inverse order of placement on unrequested leave of absence.

Subd. 3. Notice: Notice of recall by the School District shall be complete upon mailing such notice by registered mail addressed to the last known address provided by the teacher to the Office of Human Resources of the School District. This notice shall include the date of return to duty.

Subd. 4. Acceptance of Recall: A teacher accepting recall shall notify the School District in writing within 15 calendar days after the date of mailing of the notice of recall.

4.1. Teachers failing to give such notice shall be deemed to have resigned.

Subd. 5. Right of Refusal: Teachers may refuse recall without giving up seniority rights if they are enrolled as full-time students in an accredited college or if they have accepted a new position after the school year has started.

5.1. Right of refusal may only occur once for any teacher.

5.2. Right of refusal request must be submitted in writing to the Superintendent or designee within seven days from date of receipt of a certified letter offering the position.

Section 9. Termination of Rights: A teacher's rights, as established by this Article, shall terminate upon:

Subd. 1. Resignation.

Subd. 2. Retirement.

Subd. 3. Discharge or termination of contract.

Subd. 4. Failure to return at the expiration of leave of absence or any authorized extension thereof.

Subd. 5. Failure to give written notification to the School District accepting recall within 15 calendar days after the date of mailing of the notice of recall.

Subd. 6. Failure to file with the School District by March 1 of any year a written statement requesting reinstatement.

Subd. 7. At expiration of five years from the effective date of an unrequested leave of absence without recall.

ARTICLE XI TEACHER PERFORMANCE AND PROTECTION

Section 1. Satisfactory Service: Annual increments, column changes or any other salary increases shall be granted for satisfactory service by the teacher. Only for good and sufficient cause may the School District withhold such salary increases or suspend a teacher without pay.

Subd. 1. No action under this Section may be instituted without prior written notice to the teacher of at least 30 days stating the reasons for such proposed action and providing an opportunity to correct the deficiency.

1.1. The 30-day period may be waived only in those instances that need immediate action to insure the orderly continuance of the educational process.

Subd. 2. No immediate action under this Section may be instituted against a teacher without first giving that teacher adequate time to secure Federation representation.

Section 2. Notice: The penalty shall take effect upon the teacher's receipt of written notification from the Superintendent or designee, to the teacher, stating the grounds for the suspension or withholding of salary increases.

Subd. 1. The written notification shall include a statement that the teacher may make a written request within five (5) calendar days after receipt of such notification for a hearing before the School Board to review the penalty.

Subd. 2. If no hearing is requested within the five (5) calendar day period, it shall be deemed acquiescence by the teacher to the penalty.

Section 3. Hearing: If the teacher requests a hearing within the five (5) day period, a hearing shall take place within ten calendar days after receipt of such request. At the option of the School Board the hearing may be by a committee or a designated

representative of the School Board. The School Board reserves the right to affirm, reduce or reverse the suspending action or the withholding of salary increases.

Subd. 1. The teacher shall be notified of the date, time and place of the hearing.

Subd. 2. The School Board shall issue its decision, in writing, within ten calendar days after the conclusion of the hearing.

Subd. 3. In the event the suspension is reversed or reduced, the teacher shall be compensated appropriately for any salary loss during the period of the suspension not affirmed by the School Board.

Section 4. Grievance: A decision of the School Board shall be subject to the grievance procedure as provided in this Agreement commencing at the arbitration level provided written notification requesting arbitration is received by the Superintendent, or designee, within 5 calendar days after receipt of the School Board's written notice.

ARTICLE XII COMPOSITION OF TEACHER'S DAY

Section 1. Definition: The normal work day for teachers will be eight (8) hours including a 1/2 hour duty free lunch period. Teachers will arrive at their duty location, as assigned by the building principal, not less than 15 minutes before the first session of the school day and remain at their assigned duty location no fewer than 30 minutes after the last session of the school day. Because of the variations in operating schedules at the various buildings, the work day will be translated into clock hours at each building. The administration retains the right to schedule meetings and necessary conferences during this period.

Section 2. Professional Responsibilities: Meetings called by central administrative staff, building principals or department chairs and working with individuals or groups of students may necessitate a longer than normal work day.

Section 3. End of Quarter Day: End of Quarter days are intended as regular teacher work days as defined in the Master Agreement. These days are to be used for the purpose of updating student records, closing previous quarter work and preparation for the forthcoming quarter. End of Quarter days are for the exclusive use of teachers other than routine administrative matters of communication. Administrators will not request or schedule meetings except at the request of teachers.

Section 4. Seven Period Day: Within the parameters of a seven-period day, teachers will be assigned five teaching periods for each semester/year. Each period will not exceed 50 minutes. Additionally, they will be assigned one supervisory period for one semester.

Section 5. Elementary Preparation Time: Each full time elementary teacher shall have a minimum of 60 minutes of preparation time per day, or a minimum of 300 minutes of preparation time per week, in blocks of no less than 30 minutes, unless mutually agreed upon between the teacher and building administrator. Exceptions to this may be made by mutual agreement between the School District, the exclusive representative of the teachers, and individual building faculties.

Section 6. Preparation Time for Part Time Teachers: The duty day for teachers employed four or more hours but fewer than eight hours a day will include a minimum 3/4 hour preparation time.

Section 7. Preparation Time (Prep Time) Use: Administrators honor the need for and use of prep time primarily for purposes such as preparing lessons, grading assignments, recording grades, and communications.

Section 8. Travel Time: Traveling time will not be considered to be part of the teacher's preparation time when the teacher works in more than one building. Sufficient travel time, as mutually agreed upon by the building principal and the teacher involved, will be provided for teachers traveling between buildings.

Section 9. Covering Other Assignments in Emergencies: A regularly assigned teacher will not be asked to cover the assignment of another teacher, consultant or special teacher except in an emergency.

Subd. 1. When teachers are asked by the administration to cover such assignment during their preparation period, they will be reimbursed at the rate of \$35.00 per hour of extra assignment. Administrators will generally not ask teachers to cover the assignment of a teacher absent for the entire day in this manner.

1.1. Administrators shall make efforts to avoid scheduling of standardized tests during the teachers preparation period by rearranging a teacher's preparation period if possible. However, effective September 1, 2006, when that is not possible, teachers will be reimbursed for the supervision of standardized tests at the rate of \$35.00 effective with their second loss of preparation period during the year for such standardized test supervision scheduled during their preparation period.

ARTICLE XIII

LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: The number of duty days will be 190 for returning teachers and 193 for teachers new to the School District, inclusive of the following five paid holidays: Labor Day, Thanksgiving and the following Friday, Presidents' Day, and Memorial Day. Up to one-half of one duty day will be reserved for the Federation to meet with new teachers.

Section 2. Adoption of Calendar:

The School Board will adopt, pursuant to law, calendars for the appropriate school years. The Educational Policy Committee shall present its calendar recommendations to the School Board no later than March 15 of the appropriate year. The Educational Policy Committee will make every reasonable effort to present to the School Board for consideration a calendar, which is consistent with past practice and enables the School District to meet its contractual and legal obligations, having 190 contract days for returning teachers and 193 contract days for new teachers. However, if the School Board determines that, in order to meet its contractual and legal obligations, the calendar should include more days, the School Board shall have the option to adopt a calendar that includes up to three (3) additional days. If the School Board exercises this option, any teacher who works such additional days shall be paid for working such additional days on a pro rata basis.

Section 3. Emergency Closings: In the event a student day or teacher duty day is lost because of an emergency closing, the teacher shall perform duties on that day (unless hazardous conditions prohibit) or other such day in lieu thereof as the School Board or its designated representative shall determine, if any.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by either party to this Agreement or by a teacher which results in a dispute or disagreement as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: Either party may be represented during any step of the procedure by any person or agent designated by such party to act in its behalf, but the grievant must be present when the grievance is heard at Levels I and II.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days. In the event that a grievance is entered before an extended lay off (e.g. Thanksgiving, winter break) calendar days shall begin again when teachers return to work.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or other non-duty day, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a non-duty day. The date of the act, event or default shall be that date upon which the grievant knew or should have known of the events or conditions on which it is based.

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: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within 20 working days after the date of the event giving rise to the grievance. 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.

Section 5. Adjustment of Grievance: The parties shall attempt to adjust all grievances that may arise during the course of employment of any teacher in the following manner.

Subd. 1. Informal Level: An effort shall first be made to adjust an alleged grievance informally between the appropriate parties.

Subd. 2. Level I: If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent or designee, provided

such appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent or designee, the Superintendent or designee shall meet at a time that is mutually acceptable to both parties within ten days after receipt of the appeal. Within ten days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 4. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, a time that is mutually agreeable to both parties to hear the grievance shall be set within 15 days after receipt of the appeal. Within 20 days after the meeting, the School Board shall issue its decision in writing to the parties involved. A sub-committee shall render its decision at an open session. The School Board shall furnish three copies of the appropriate minutes without charge to the Federation.

Subd. 5. Initiation: A grievance shall be initiated at the lowest level of administration authorized to resolve the dispute. Nothing in this procedure shall be construed to limit such initiation at any appropriate level.

Subd. 6. Designees: The School Board shall name its designees for each level in the grievance procedure on or before the first duty day of each school year.

Subd. 7. Denial of Grievance: Failure by the School Board designees at Level I and II to issue a decision within the time periods provided shall constitute a denial of the grievance and the grievant may appeal it to the next level.

Section 6. Board Grievances: In the event that the School Board is the grievant under this procedure, such grievance shall be filed at a special meeting between the parties called for that purpose. Failure to resolve the dispute at this meeting shall allow the School Board to move directly to arbitration.

Section 7. Arbitration Procedures: In the event that the parties are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Intention: Any intention to submit a grievance to arbitration must be in writing signed by the grievant and such intention must be filed with the other party within ten days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to submit a list of arbitrators, pursuant to the P.E.L.R.A., providing such request is made within 20 days after the request for arbitration. The failure to request a list of arbitrators from the BMS within the time period provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral and written argument relating to the issue before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within ten days after the close of the hearing. In cases properly before the arbitrator, the decision shall be final and binding upon the School District, Federation, and the teachers, subject, however, to the provisions of the P.E.L.R.A. of 1971, as amended.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to its representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. The School District shall provide the physical facilities for the hearing when requested by the arbitrator, but custodial and other costs in excess of those involved in the everyday operation of the school shall be included in the shared expense of arbitration. It shall be the intent of both parties to hold all hearings during non-duty hours whenever possible.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure subject, however, to the terms of P.E.L.R.A. of 1971, as

amended. The arbitrator shall not add to, delete, or modify this Agreement in any way, and the decision shall be confined to the written grievance only and subject to the terms of P.E.L.R.A. of 1971, as amended.

ARTICLE XV
EARLY RETIREMENT INCENTIVE PAY
“OLD SEVERANCE PROGRAM ”
(closed to new members)

Section 1. Eligibility: Full-time teachers, as defined in Article III, Section 4, who have completed at least 12 years of service to the School District and who are at least 55 years of age, or teachers less than 55 years of age, and who have 30 years of total teaching service, shall be eligible for a retirement payment, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School Board by April 1 in the year of retirement.

Part-time teachers (.5 FTE or more) will be paid early retirement on a pro-rated basis. In cases where the percentage of part-time employment has varied from year to year, the average FTE will be used.

Subd. 1. Leaves of Absence: Time spent on approved leaves of absence, as provided in Article IX, Sections 4, 5, 6, 7, 8, 9, or 10 and extended leaves of absence granted by the School District under the Teacher Mobility Program shall be included in the calculation of years of continuous service.

Subd. 2. Discharge for Cause: This Article shall not apply to any teacher discharged for cause by the School District.

Subd. 3. Effective Date: This Article shall be effective for those teachers who elect early retirement on or after the end of the 1977–78 school year.

Section 2. Option to Choose “Old Severance” Program: Teachers nearing the end of their teaching careers may choose the former contract language for early retirement as stated in this Article XV of the master contract. Those choosing this option must do so on a form provided by the School District on or before November 15, 1998. Once the last teacher choosing this option retires, this section will be deleted from the contract.

Section 3. Basis of Early Retirement: The amount of the retirement payment, upon early retirement, shall be to a maximum of 110 days pay at the teacher’s base daily salary rate during the last full year of service.

Subd. 1. Payment for Years of Service: Eligible teachers, upon early retirement, shall receive a payment which is equal to 2.5 days of the teacher's base daily salary rate for each full year of full-time continuous service to the School District, not to exceed a total of 55 days pay.

Subd. 2. Payment for Unused Sick Leave: In addition to the payment provided in Subdivision 1, a teacher shall be eligible to receive as early retirement incentive pay, upon early retirement, an amount obtained by multiplying 75 percent of the teacher's unused sick leave at the time of retirement, not to exceed 55 days, times the teacher's base daily salary rate.

Subd. 3. Exemplary Attendance Payment: In addition to the provisions of Subds. 1 and 2, a teacher shall be eligible to receive as part of the early retirement incentive option, an additional payment for accumulated sick leave days, which indicate exemplary employee attendance, as recorded in the final fiscal year employee leave report. Payment for accumulated sick leave days will be as follows:

200 days	\$ 500
220 days	750
240 days	1,000
260 days	1,250
280 days	1,500
300 days	1,750
320 days	2,000
340 days	2,250
360 days	2,500

Subd. 4. Payment for Banked Personal Leave Days: In addition to the payment provided in Subds. 1, 2 and 3, a teacher shall be eligible to receive as early retirement pay upon early retirement, an amount obtained by multiplying the number of accumulated personal leave days earned under the conditions outlined in Article IX, Section 3 at the teacher's base salary rate at time of retirement.

Subd. 5. Base Daily Salary Rate: The base daily salary rate shall be determined by dividing the salary in Schedule A or B of this Agreement, 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 XIII, Section 1.

5.1. Additional compensation for extracurricular assignments, extended employment, and any other assignments shall not be included when determining base daily salary rate.

Section 4. Payment: Upon retirement the teacher shall receive payment in accordance with the Memorandum of Understanding on page 59 on or about January 1, of the year following the calendar year in which the retirement is effective.

Subd. 1. Deductions: Deductions shall be made from the retirement payment only as required by law.

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

Section 5. Insurance: Teachers who retire shall be eligible to participate in the existing group health and hospitalization, dental and life insurance programs established by Article VIII, Sections 6, 7 and 8 of this Agreement.

Subd. 1. School District Contributions: The School District will make contributions toward the premiums for Health and Hospitalization Insurance, Dental Insurance and Life Insurance that were in place under the collective bargaining agreement under which the teacher retired until the retired teacher qualifies for Medicare. Thereafter, the retiree will be responsible for the total premium.

1.1. Effective July 1, 1999, the coverage permitted under this Section must meet School District eligibility requirements and must be selected by the teacher at the time of retirement.

1.2. The district will make a Medicare group supplemental insurance policy available for retirees at the retiree's expense.

Section 6. Coordination: If a teacher is eligible for both the early retirement entitlement established by this Article and for early retirement pay pursuant to Minn. Stat. § 122A.48, the teacher shall apply by April 1 to participate in both programs. Any early retirement reimbursement received from the State of Minnesota shall be the property of the School District.

ARTICLE XVI EMPLOYEE MATCH/RETIREMENT PLAN

Section 1. Description: The Independent School District 197 Matching Retirement Plan is designed to provide teachers with an annual tax deferred monetary benefit. The School District provides a matching contribution to the teacher's 403B or 457 plan according to eligibility as specified and to be effective January 1, 1999 and modified effective July 1,

2004. Teachers may defer additional amounts of their income to the program or in other eligible TSA plans that are permissible by law and approved by the School District.

Subd. 1. Creditable Experience: For purposes of determining eligibility for Schedules E/F and G, Creditable Experience is defined as FTE in Independent School District 197 as of the beginning of the 1998–99 school year. Teachers who were granted outside experience before joining Independent School District 197 will be given one year’s credit for each year of experience the School District awarded the teacher when hired.

Subd. 2. Part-time Employment: Effective with contributions beginning January 1, 2000, part-time teachers will be able to participate at the same percentage as their FTE each school year. If they are reassigned to full-time status, the teacher will be eligible for 100% of the contribution on the appropriate schedule for each school year they are employed full-time.

Section 2. Eligibility: Teachers are eligible to receive the annual School District contribution, per the creditable experience earned, up to the maximum limit as long as the teacher provides at least a matching sum. If the teacher contributes less than the School District’s maximum, the School District will match only the amount contributed by the teacher. School District monies not claimed by a teacher will be considered lost for that year. No catch up will be allowed at a later date.

Section 3. Enrollment: Enrollment shall be on an annual basis. The School District will notify employees when they are eligible to increase their match with the School District. Forms will be completed and returned to the Human Resources Office by May 15 of the year before the withholdings occur. A new application will need to be completed and returned only if the teacher is going to make changes in their contribution or carrier. Contributions will be divided equally over 20 or 24 pay periods, from September 1 through August 31.

Section 4. Providers. A list of companies will be made available by the School District.

Section 5. Matching Fund Plan (Please refer to Schedules E/F or G.) The schedule will indicate the maximum amount of money the School District will contribute beginning in the 2007-08 school year.

Subd. 1. Teachers with 1–3 Years of Credited Experience. These teachers are not eligible for the Matching Fund Program.

Subd. 2. All new teachers hired after January 1, 2000 beginning with their 4th year of credited experience and teachers with 15 or less credited years of service by the 1998-99 school year. See Schedule E/F.

Subd. 3. Teachers Beginning the 16th Year or more of Credited Experience in ISD 197 in the 1998-99 school year. See Schedule G.

Those teachers who will be eligible for lump sum payments because they are too near retirement to receive all eligible monies, and who have completed at least 12 years of service to the School District and who are at least 55 years of age, or teachers less than 55 years of age, and who have 30 years of total teaching service, will receive those monies in accordance with the Memorandum of Understanding on page 59 on or about January 1 of the year following the teacher's retirement provided such teacher submitted a written resignation accepted by the School Board by the previous April 1. It is the teacher's responsibility to be sure any tax sheltered money set aside from this payment is within the legal limits and arranged with the investment company. Eligibility for such payment as determined in Schedule G shall require submission of a written resignation accepted by the School District by April 1 in the year of retirement.

Section 6. Exemplary Attendance Payment: In addition to the provisions of Section 5, a teacher shall be eligible to receive as part of the employee match/retirement plan, an additional payment for accumulated sick leave days, which indicate exemplary employee attendance, as recorded in the final fiscal year employee leave report.

Payment for accumulated sick leave days will be as follows:

200 days	\$ 500
220 days	750
240 days	1,000
260 days	1,250
280 days	1,500
300 days	1,750
320 days	2,000
340 days	2,250
360 days	2,500

Eligible teachers include those who have completed at least 12 years of service to the School District and who are at least 55 years of age, or teachers less than 55 years of age, and who have 30 years of total teaching service. Payment will be made in accordance with the Memorandum of Understanding on page 59 on or about January 1 of the year following the teacher's retirement provided such teacher submitted a written resignation accepted by the School Board by the previous April 1.

Section 7. Payment for Banked Personal Leave Days: In addition to the payment provided in Section 5, a teacher shall be eligible to receive as part of the employee match/retirement plan, an amount obtained by multiplying the number of accumulated personal leave days earned under the conditions outlined in Article IX, Section 3 at the teacher's base salary rate at time of retirement. Eligible teachers include those who have completed at least 12 years of service to the School District and who are at least 55 years of age, or teachers less than 55 years of age, and who have 30 years of total teaching service. Payment will be made in accordance with the Memorandum of Understanding on page 59 on or about January 1 of the year following the teacher's retirement provided such teacher submitted a written resignation accepted by the School Board by the previous April 1.

Subd. 1. Base Daily Salary Rate: The base daily salary rate shall be determined by dividing the salary in Schedule A or B of this Agreement, 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 XIII, Section 1.

Section 8. Insurance: Teachers, as defined in Article III, Section 4, and who have completed at least 12 years of service to the School District and who are at least 55 years of age, or teachers less than 55 years of age, and who have 30 years of total teaching service, shall be eligible to participate in the existing group health and hospitalization, dental and life insurance programs established by Article VIII, sections 6, 7 and 8 of this

Agreement.

Subd. 1. Leaves of Absence: Time spent on approved leaves of absence, as provided in Article IX, Sections 4, 5, 6, 7, 8, 9, or 10 and extended leaves of absence granted by the School District under the Teacher Mobility Program shall be included in the calculation of years of continuous service.

Subd. 2. Discharge for Cause: Sections 6, 7, and 8 of this Article XVI and the lump sum payment under Schedule G 2) shall not apply to any teacher discharged for cause by the School District.

Subd. 3. School District Contributions: The School District will make contributions toward the premiums for Health and Hospitalization Insurance, Dental Insurance and Life Insurance that were in place under the collective bargaining agreement under which the teacher retired until the retired teacher qualifies for Medicare. Thereafter, the retiree will be responsible for the total premium.

1.1. Effective July 1, 1999, the coverage permitted under this Section must meet School District eligibility requirements and must be selected by the teacher at the time of retirement.

1.2. The district will make a Medicare group supplemental insurance policy available for retirees at the retiree's expense.

Section 9. Seniority Date: Any teacher with a seniority date on or after March 1, 2006 is not eligible for the retiree health insurance detailed in this Article XVI, Section 8. In lieu of retiree insurance, each full time teacher will receive a \$1,000 contribution to a health care savings plan on July 1 of the fiscal year in which the teacher reaches continuing contract status. The teacher will receive a \$500 contribution on each July 1 following a completed year of service in which they work full time. Teachers who terminate mid-year, are on an unpaid status for at least half the year or are part time teachers will receive pro-rata contributions. Individual teachers will be notified when first eligible for a contribution and the Federation will be provided with a summative list. Health care savings contributions will be made in the name of the employee to the health reimbursement company identified in Exhibit A.

Section 10. Claims Against the School District. The parties agree that any description of benefits contained in this Article is intended to be informational only. The management of contributed funds is the responsibility of the provider selected by the employee. The School District's only obligation is to make contributions as specified in this Article, and no other claim shall be made against the School District pursuant to this Article.

ARTICLE XVII
MISCELLANEOUS TERMS AND CONDITIONS OF EMPLOYMENT

Section 1. Personnel Files Definition: Personnel file is defined as the compilation of data, irrespective of medium, that is relevant to the teacher's performance and evaluations. Upon written request, a teacher shall have the right to examine, during the regular school business hours, the teacher's own evaluations and files generated within the School District.

Subd. 1. Confidential Material: No detrimental material relative to a teacher's service, conduct, character, or morality will be placed in the personnel file of that teacher unless that teacher has been notified of such action.

1.1. The teacher may acknowledge reading the material by signing the copy to be filed with the understanding such signature only signifies that the teacher has read the material to be filed.

Subd. 2. Right to Respond to Material in Personnel File: The teacher will have the right to respond, in writing, to any material filed in the teacher's personnel file and such response will be made a part of the file.

Subd. 3. Reproduction of Material in Personnel File: Teachers will have the right to reproduce, at their own expense, any material generated within the School District that has been placed in the teacher's personnel file.

Subd. 4. Acknowledgment of Examination: After the examination, the teacher and the administrator shall initial and date the file.

Section 2. Probationary Teacher Evaluation: Probationary Teachers shall be evaluated in compliance with Minnesota Statute 122A.41 Subd. 2 and district regulations.

Section 3. Evaluation: Upon completion of the teacher evaluation process, a teacher may request a second evaluation. The teacher may choose to have the second evaluation placed in the teacher's personnel file as well as any personal statements regarding any part of the evaluation process and/or evaluation results.

Section 4: Probationary/Non-renewal: By June 1, the District must identify any FTE positions that will be lost. The district must then provide the Federation President a confidential list of non-renewed teachers, stating whether their non-renewal was for reduction in force (RIF) or performance. Principals must communicate to any non-renewed teacher the reason for the non-renewal in writing. Teachers non-renewed for

reasons other than performance may be considered for rehire. Non-renewed teachers who are reemployed by October 1 of the following school year will maintain their original seniority date of hire.

Section 5. Contract, License and Transcripts: It will be the responsibility of each teacher, before the first payday of each school year, to have on file Notice of Assignment, a valid teaching license and a copy of all transcripts on which the teacher's contract is based. Failure to do so will result in the check being withheld until this requirement is satisfied.

Section 6. Voluntary Transfers: Teachers who desire to be considered for teaching vacancies shall file a written statement of such desire with the Office of Human Resources within ten working days from the date of the posting. The statement shall include the specific vacancy or vacancies in order of preference for which the teacher wishes to be considered. Voluntary transfers and reassignments will be considered by the School District in terms of the total educational program of the District, the welfare of the students, and the welfare of the teacher.

Subd. 1. People who want to transfer must notify the School District in writing by May 1 of their intentions.

Subd. 2. All open teaching positions which have been identified for the forthcoming school year will be posted between March 15 and the first teacher work day. The School District will be responsible for informing applicants with appropriate licensure, who have indicated their interest, of job openings that become available.

Subd. 3. The posting period will be five (5) working days between August 1 and October 1, and ten (10) working days during the remainder of the year.

Subd. 4. The following criteria will be utilized in making the final selection:

- Years of service in the district (i.e., seniority)
- Experience and skills necessary for new position
- Subject area/program needs

Section 7. Involuntary Transfers: Positions to be reduced for the forthcoming school year will be posted by May 15 of the preceding school year whenever possible. In departments/grade levels where reductions will occur, the following procedure will be instituted.

Subd. 1. Volunteers for moving will be requested.

Subd. 2. If no volunteer is available, the principal, in consultation with the Supervisor of Human Resources, will determine who shall be transferred based on the following criteria:

- Needs of the district
- Licensure
- Seniority
- Previous transfer history

Subd. 3. Teachers involved in an involuntary transfer will be informed verbally by their current supervisor prior to the final decision.

Section 8. Summer School Teaching: A teacher who is a member of the bargaining unit employed by the School District to teach summer school will be issued a letter of assignment which will indicate subject(s) to be taught, days and hours of employment and total salary to be paid.

Subd. 1. The letter of assignment will guarantee the teacher's right to employment for that full summer term with the following limitation.

1.1. Before the opening day of summer school, should the enrollment in a class fall below the minimum set by the School District, the class may be canceled and the teacher's assignment terminated.

Section 9. Meet and Confer Procedures: The School District and the Federation shall jointly establish an Educational Policies Committee for the purpose of discussing educational policies and practices not specifically regulated in this Agreement.

Subd. 1. The Educational Policies Committee shall consist of five members appointed by the School District and five members appointed by the Federation.

Subd. 2. The Educational Policies Committee shall meet at the request of either party at a mutually agreeable time to consider any matter subject to the meet and confer process under the P.E.L.R.A of 1971, as amended.

Subd. 3. The Educational Policies Committee shall meet no less than three times per year.

Section 10. Early Childhood and Family Education Teachers: The parties agree that licensed positions in the ECFE program shall be employed under the terms and conditions of the Master Agreement except as noted herein:

Subd. 1. Any ECFE teacher shall accumulate no seniority on the regular teacher seniority list and that accrual of seniority within the ECFE program shall apply only to ECFE program positions.

Subd. 2. The District may lay off any teacher within the program with 30 calendar days' notice.

Subd. 3. The exclusive representative acknowledges that it has agreed to the 30 day layoff notice provision for ECFE teachers pursuant to its rights under Minn. Stat. § 122A.40, Subd. 10, and as a specific exception to the rights under its contract with the School District.

Subd. 4. Salary schedule placement for ECFE teachers shall be in accord with the terms and conditions of the Master Agreement.

The ECFE program shall be conducted over the period of the fiscal year on a calendar different from that of the regular teaching staff.

Section 11. Assignment of Overloads: An overload is defined as an extra class that will be taught on the prep hour of a full time teacher. It is understood that teaching an overload is a last resort after exploring other scheduling options. The parties agree that the following criteria will be used when teachers are asked to teach an overload.

- All properly licensed teachers currently teaching in the department and building in which the overload becomes available during the school year will be notified of the overload opportunity.
- Teachers will notify the principal of his/her interest in the overload within 2 days of the principal's notification.
- The principal, in consultation with the department head or leadership, will make the selection for the overload.
- First year probationary teachers who have three years to obtain continuing contract status will not be assigned an overload except in unique circumstances and after consultation with the Federation President.
- Second year probationary teachers will generally not be assigned an overload.
- If no teacher is available within the building and department, the overload shall be opened up to all teachers within the bargaining unit.
- Overloads will not become part of a teacher's regular entitlement.

ARTICLE XVIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2009, through June 30, 2011, and

thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended. If either party desires to modify or amend this Agreement commencing on July 1, 2011, it shall give written notice of such intent no later than May 1, 2011. Unless otherwise mutually agreed, the parties shall not begin negotiations more than 90 calendar days before the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Federation. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provisions under any circumstances is held invalid, it shall not affect any other provisions thereof under different circumstances.

Section 4. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement shall not be open for negotiations during the term of this Agreement unless mutually agreed to by the parties.

IN WITNESS WHEREOF, The Parties have executed this Agreement as follows:

FOR:

West St. Paul Federation of Teachers

FOR:

Independent School District 197

President

Chair, School Board

Member, Negotiating Committee

Clerk, School Board

Member, Negotiating Committee

Member, Negotiating Committee

Member, Negotiating Committee

Dated this 8th day of January, 2010

Dated this 8th day of January, 2010

SCHEDULE A
2009-2010 SALARY SCHEDULE

STEP	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60
1	34,382	35,146	35,674	36,674	37,693	38,462	39,227	39,992	40,757	41,520
2	35,653	36,420	36,990	38,208	39,227	40,249	41,010	41,774	42,797	43,559
3	36,674	37,693	38,249	39,739	40,757	41,774	42,797	43,819	44,837	45,858
4	38,493	38,969	39,508	41,268	42,287	43,815	44,580	45,360	46,876	48,149
5	38,493	40,322	41,451	42,968	43,988	45,770	46,790	48,066	49,086	50,362
6	38,493	41,214	43,124	44,731	46,008	47,792	49,070	50,086	51,871	53,146
7	38,786	41,530	45,119	46,042	48,138	50,942	52,131	53,501	54,880	56,802
8	38,838	41,582	46,098	48,916	50,984	53,851	55,066	56,468	57,878	59,843
9	41,939	44,819	48,003	51,754	54,051	57,091	58,378	59,864	61,357	63,439
10	41,939	45,820	50,106	54,453	56,801	59,909	61,226	62,745	64,272	66,400
11	41,939	45,820	50,806	55,539	57,933	61,107	62,449	63,999	65,556	67,725
12	44,246	47,066	51,521	56,451	58,868	62,057	63,412	64,972	66,536	68,719
13	44,246	47,066	51,521	57,230	59,673	62,832	64,173	65,872	67,426	69,590
14	44,246	47,066	51,521	58,374	60,867	64,087	65,453	67,190	68,774	70,979
15	46,592	49,450	52,516	61,430	65,928	69,515	71,166	72,769	74,389	77,804

A doctoral salary column will be added to the 2009-2010 salary schedule at \$4,000 over the Ed.S./M.A.+60 column. The only teachers eligible to receive the doctoral salary are those teachers who are already compensated at the doctoral salary column as of June 30, 2011 and upon doctoral completion, those teachers who were approved by ISD 197 to participate in an identified doctoral program and were enrolled in such program by June 30, 2011.

National Board Certification

Full time, full year teachers who earn or maintain national certification from the organizations listed below will receive an annual stipend of \$500. Less than full time or less than full year teachers will receive a pro-rata stipend. In order to receive payment, teachers must submit to human resources an initial copy of their certification and a request for the certification stipend on the district designated form by September 1 of the initial year of payment. Teachers are eligible for only one stipend at any time. The stipend will be paid through the same payroll installment option that is selected for regular pay.

- 1) National Board for Professional Teaching Standards (National Board Certified Teacher)
- 2) American Speech Hearing Association (Certificate of Clinical Competence in Speech-Language Pathology)

SCHEDULE B
2010-2011 SALARY SCHEDULE

STEP	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60
1	34,632	35,396	35,924	36,924	37,943	38,712	39,477	40,242	41,007	41,770
2	35,903	36,670	37,240	38,458	39,477	40,499	41,260	42,024	43,047	43,809
3	36,924	37,943	38,499	39,989	41,007	42,024	43,047	44,069	45,087	46,108
4	38,743	39,219	39,758	41,518	42,537	44,065	44,830	45,610	47,126	48,399
5	38,743	40,572	41,701	43,218	44,238	46,020	47,040	48,316	49,336	50,612
6	38,743	41,464	43,374	44,981	46,258	47,792	49,070	50,086	51,871	53,146
7	39,036	41,780	45,369	46,292	48,388	50,942	52,131	53,501	54,880	56,802
8	39,088	41,832	46,348	48,916	50,984	53,851	55,066	56,468	57,878	59,843
9	41,939	44,819	48,003	51,754	54,051	57,091	58,378	59,864	61,357	63,439
10	42,189	46,070	50,356	54,703	57,051	60,159	61,476	62,995	64,522	66,650
11	42,189	46,070	51,056	55,789	58,183	61,357	62,699	64,249	65,806	67,975
12	44,496	47,316	51,771	56,701	59,118	62,307	63,662	65,222	66,786	68,969
13	44,496	47,316	51,771	57,480	59,923	63,082	64,423	66,122	67,676	69,840
14	44,496	47,316	51,771	58,624	61,117	64,337	65,703	67,440	69,024	71,229
15	46,842	49,700	52,766	61,680	66,178	70,015	71,666	73,269	74,889	79,279

A doctoral salary column will be added to the 2010-2011 salary schedule at \$4,000 over the Ed.S./M.A.+60 column. . The only teachers eligible to receive the doctoral salary are those teachers who are already compensated at the doctoral salary column as of June 30, 2011 and upon doctoral completion, those teachers who were approved by ISD 197 to participate in an identified doctoral program and were enrolled in such program by June 30, 2011.

National Board Certification

Full time, full year teachers who earn or maintain national certification from the organizations listed below will receive an annual stipend of \$500. Less than full time or less than full year teachers will receive a pro-rata stipend. In order to receive payment, teachers must submit to human resources an initial copy of their certification and a request for the certification stipend on the district designated form by September 1 of the initial year of payment. Teachers are eligible for only one stipend at any time. The stipend will be paid through the same payroll installment option that is selected for regular pay.

- 1) National Board for Professional Teaching Standards (National Board Certified Teacher)
- 2) American Speech Hearing Association (Certificate of Clinical Competence in Speech-Language Pathology)

EXTRA ASSIGNMENTS
ATHLETIC ASSIGNMENTS SCHEDULE C

CATEGORY I.

	HEAD	ASST.	9TH	7/8	YEAR
Basketball					
Football)					
Gymnastics)	\$5,672	\$4,182	\$3,326	\$2,398	2009-2010
Hockey)	\$5,672	\$4,182	\$3,326	\$2,398	2010-2011
Wrestling)					

CATEGORY II.

	HEAD	ASST.	9TH	7/8	YEAR
Baseball)					
Cross Country)					
Dance Line)	\$4,550	\$3,387	\$2,433	\$1,964	2009-2010
Nordic Skiing)	\$4,550	\$3,387	\$2,433	\$1,964	2010-2011
Soccer)					
Softball)					
Swimming)					
Track)					
Volleyball)					

CATEGORY III.

	HEAD	ASST.	9TH	7/8	YEAR
Asst. Equip. (MS))					
Cheerleading)					
Golf)	\$3,866	\$2,958	\$2,096	\$1,964	2009-2010
Head Equip. (HS))	\$3,866	\$2,958	\$2,096	\$1,964	2010-2011
Tennis)					
Weight Room (HS))					

ADDITIONAL COACHING INCREMENT

- 1) 6–10 years coaching in District
- 2) 11 or more years coaching in District

Additional \$51 for each assignment.
 Additional \$103 for each assignment.

NON-ATHLETIC ASSIGNMENTS SCHEDULE C-1

	2009-2010	2009-2010	2010-2011	2010-2011
	HEAD	ASST.	HEAD	ASST.
HIGH SCHOOL				
CATEGORY I (competition)				
Knowledge Bowl	\$3,333		\$3,333	
Debate	\$3,333	\$1,806	\$3,333	\$1,806
Math League	\$3,333	\$1,806	\$3,333	\$1,806
Mock Trial	\$3,333		\$3,333	
Speech	\$3,333	\$1,806	\$3,333	\$1,806
Winterguard	\$3,333		\$3,333	
Winter Drumline	\$3,333		\$3,333	
CATEGORY II (leadership)				
Student Council	\$3,062		\$3,062	
CATEGORY III (production)				
School Paper	\$2,285		\$2,285	
Yearbook	\$2,285	\$1,806	\$2,285	\$1,806
CATEGORY IV (theatre)				
Play Director – fall & musical	\$3181		\$3181	
One Act Director	\$1,511		\$1,511	
Musical Director	\$2,342		\$2,342	
Stage Manager – fall & musical	\$1,090		\$1,090	
Tech. Manager – fall & musical	\$645		\$645	
Stage Manager – one act	\$545		\$545	
CATEGORY V (association & events)				
Business Professionals Assoc.	\$1,070		\$1,070	
Drama	\$1,070		\$1,070	
Key	\$1,070		\$1,070	
National Honor Society	\$1,070		\$1,070	
Prom	\$1,070		\$1,070	
SADD	\$1,070		\$1,070	
CATEGORY VI (summer band)				
Director	\$5,692	\$1,806	\$5,692	\$1,806
OTHER CLUBS				
Science	\$932		\$932	
Chess	\$932		\$932	
Warrior Street Machines	\$932		\$932	
Writers	\$932		\$932	
OTHER ASSIGNMENTS				
AV Coordinator	\$2,561		\$2,561	
Driver Education Coordinator	\$2,338		\$2,338	
ESL Coordinator	\$1,206		\$1,206	
Media Coordinator	\$1,608		\$1,608	

NON-ATHLETIC ASSIGNMENTS SCHEDULE C-1 (continued)

	2009-2010	2009-2010	2010-2011	2010-2011
	HEAD	ASST.	HEAD	ASST.
MIDDLE SCHOOL				
School Paper	\$1,776		\$1,776	
Yearbook	\$1,776		\$1,776	
Student Council	\$1,332		\$1,332	
Ski Club	\$1,096		\$1,096	
Student Exchange	\$1,552		\$1,552	
Chess Club	\$1,096		\$1,096	
Math League	\$1,174		\$1,174	
Writer's Group	\$ 854		\$ 854	
AV Coordinator	\$2,453		\$2,453	

ADDITIONAL CO-CURRICULAR PAY INCREMENT

- | | |
|--|---------------------------------------|
| 1) 6–10 years advising in district | Additional \$51 for each assignment. |
| 2) 11 or more years advising in district | Additional \$103 for each assignment. |

MUSIC ASSIGNMENTS C-2, 2009-2010 and 2010-2011

MUSIC STIPENDS

Instrumental music, vocal music, orchestra and high school jazz band will be paid \$200 per school concert performed outside the regular contract day and associated preparation for the concert . Time spent conducting authorized practices or performances outside the regular contract day will be compensated at the rate of \$30/hour. The principal and teacher will meet to establish appropriate practice/performance schedules.

Elementary vocal music teachers will also be paid supervisory hours for the actual concert time as are other elementary classroom teachers.

PEP BAND

Pep band instructor will be paid \$150 per event performed outside the regular contract day. The principal and teacher will meet to establish appropriate event schedules including provisions if teams enter sectionals or tournaments.

ENCORE, FIDDLES AND FRIENDS AND OTHER APPROVED EQUIVALENT MUSIC PROGRAMS

Encore and Fiddles and Friends instructors will be paid \$30/hour of practice and performances. The principal and teacher will meet to establish appropriate practice/performance schedules.

SCHEDULE D
MISCELLANEOUS SALARY SCHEDULE

DRIVER EDUCATION INSTRUCTORS

Members of the unit who are employed as Driver Education Instructors (Behind-the-Wheel or Classroom) will be paid at the rate of \$26.25 per hour for the 2009-2010 and 2010-2011 school years.

RECREATION ASSIGNMENTS

Members of the unit who are employed in the recreation program (elementary and secondary after school recreation and elementary sports) during the regular school year will be paid at the rate of \$14.20 for the 2009-2010 and 2010-2011 school years.

SPECIAL SUPERVISORY ASSIGNMENTS

Members of the unit who are employed for the following Special Supervisory Assignments outside of the normal workday will be paid at the rate of \$26.25 per hour, to a maximum of \$78.75 for the 2009-2010 and 2010-2011 school years if it is to cover a school admission fee based event; otherwise to a maximum of \$52.50 for the 2009-2010 and 2010-2011 school years if not a school admission fee based event.

EXAMPLES: Chaperones for elementary and secondary social events, music concerts, and/or field trips that extend beyond the regular school day; supervisors of athletic events.

SUMMER SCHOOL INSTRUCTORS

Members of the unit who are employed as Summer School Instructors will be paid at the rate of \$26.25 for 2009-2010 and 2010-2011 school years.

Teachers teaching four hours advanced laboratory classes will be paid \$120 above schedule. Summer School salary based on 60 hours.

CURRICULUM WORK

Members of the unit who are employed to do curriculum work will be paid at the rate of \$30.00 per hour for the 2009-2010 school year and \$32.50 per hour for the 2010-2011 school year.

SCHEDULE E/F (effective July 1, 2004)

West St. Paul Federation of Teachers Deferred Compensation Plan

All new teachers hired after January 1, 2000 beginning with their 4th year of credited years of experience and teachers with 15 or less credited years of service by the 1998-99 school year.

CREDITED YEARS OF SERVICE	AMOUNT OF DISTRICT MATCH
4-15	\$600
16+	\$1,200

Note: No employees will receive a reduction in their match as a result of this change in the schedule. The maximum district contribution is \$19,000 to any one individual during their Independent School District 197 career.

Teachers who had between 7 and 15 years of service as of 1998-99 will qualify for the School District retirement payment after 5 years of continuous service in Independent School District 197. The amount of the retirement payment will be \$19,000 minus any amount already paid via the employee match to these teachers who retire before the district's maximum is reached. The unpaid balance will be paid to them in one installment on or about January 1 of the year following their retirement.

SCHEDULE G (effective July 1, 2004)

West St. Paul Federation of Teachers Deferred Compensation Plan

Employees with 16 or More Years of credited years of service as of 1998-99

CREDITED YEARS OF SERVICE	AMOUNT OF DISTRICT MATCH
16 or more	\$1,200

Note:

- 1) The district will match \$1,200 per year to a maximum of \$25,000 to any one individual during their Independent School District 197 career.
- 2) Teachers on Schedule G will qualify for a School District retirement payment after five years of continuous service in Independent School District 197. The amount of the retirement payment will be \$25,000 minus any amount already paid via the employee match to these teachers on Schedule G who retire before the district's maximum match is reached. The unpaid balance will be paid to them in one installment on or about January 1 of the year following their retirement.

**INDEPENDENT SCHOOL DISTRICT #197
SEVERANCE ALLOCATION PLAN**

WHEREAS, the teachers are eligible to receive a severance payment upon termination of employment with Independent School District #197;

WHEREAS, the School District and the teachers' bargaining unit (Union) have agreed that the district will contribute an amount equal to the value of the amount calculated in Article XV for teachers who qualify for the Early Retirement Incentive Pay or the amount calculated in Article XVI for teachers who qualify for the Employee Match/Retirement Plan directly into a deferred compensation plan and a health reimbursement arrangement; and

WHEREAS, the 2002 Legislature has adopted a revision to Minnesota Statutes 356.24, Subd. 1, that allows supplemental pensions to be wholly and solely funded by severance pay;

WHEREAS, the permitted supplemental pension must be recognized by the IRS as a qualified deferred compensation plan (Deferred Compensation Plan);

WHEREAS, the permitted medical savings account must be a health reimbursement arrangement (HRA) recognized by the IRS.

BE IT, THEREFORE, RESOLVED, that the parties agree to the following for teachers who retire on or after January 1, 2004:

Effective Date: January 1, 2004.

Purpose. The purpose of this Severance Allocation Plan (SAP) is to establish how the value of the severance pay will be allocated. Such allocation formula is determined through this SAP and until amended, applies to all teachers in the bargaining unit. There is no individual choice regarding whether to receive the value of the severance in immediate taxable compensation or the allocation between the two plans that receive the allocations through this SAP.

Severance Pay. For purposes of this SAP, “severance pay” includes any lump sum payment due upon termination of employment. The value of the severance pay will be calculated under the severance pay rules existing at the time of the teacher’s termination of employment.

Allocation Formula. The value of the severance pay will be allocated between the Deferred Compensation Plan and the HRA as follows:

Deferred Compensation Plan. The School District shall contribute an amount equal to 25% of the value of the severance pay into a Deferred Compensation Plan sponsored by the School District. The Deferred Compensation Plan shall be 59 identified in Exhibit A.

HRA Plan. The School District shall contribute an amount equal to 75% of the value of the severance pay into an HRA Plan sponsored by the School District. The selection of the HRA vendor, including HRA Plan design offered through such vendor, shall be the sole responsibility of the Union. The HRA Plan shall be identified in Exhibit A.

Adjustments to Comply with Law. If the allocation to the Deferred Compensation Plan exceeds limitations described by the Internal Revenue Code (Code), the maximum permitted by law shall be contributed to the Deferred Compensation Plan and any excess shall be contributed in subsequent year(s) immediately following the initial contribution.

The timing of the allocations shall be as soon as reasonably possible following availability of severance under the severance pay rules existing at the time of the teacher's termination of employment.

Other Contributions. Nothing precludes the Deferred Compensation Plan or the HRA Plan from accepting other contributions provided the respective Plans permit such other contributions.

Amendment. Any portion of this SAP may be amended pursuant to the collective bargaining process. Such amendments shall not serve to amend either the Deferred Compensation Plan or the HRA Plan. Amendments with respect to either of the recipient plans must be made in accordance with the terms of those plans.

Date: _____

For the Exclusive Representative

Date: _____

School Board Chair

Date: _____

School Board Clerk

EXHIBIT A

Deferred Compensation Plan

Educators Financial Services, Inc.

Health Reimbursement Account – HRA

Health Care Savings Plan administered by the Minnesota State Retirement System

MEMORANDUM OF UNDERSTANDING
Early Release Days

The West St. Paul Federation of Teachers and Independent School District #197, agree to schedule four (4) half-day early release days on the K-12 district calendar for the 2009-2010 and 2010-2011 school years. The days will be scheduled equally throughout the calendar, approximately at mid-quarter time. These days are intended as regular teacher work days as defined in the Master Agreement. They are for the exclusive use of teachers other than routine administrative matters of communication. They are to be used for the purpose of updating student records, grades, parent portal, websites, and for communications. Administrators will not request or schedule meetings except at the request of teachers.

For the Federation Date

For the District Date

MEMORANDUM OF UNDERSTANDING

Re: Article VI, Section 7, Subd. 2

Step Movement for the 2009-2010 Fiscal Year

The West St. Paul Federation of Teachers and Independent School District #197, agree that for the 2009-2010 fiscal year only, eligible teachers (those teachers who were on active, paid status over at least ¾ of the total number of student days in the 2008-2009 school year and are otherwise eligible for step movement) will receive their step movement half way through the regular contract year, effective January 26, 2010, and will receive no back pay for the first half of the fiscal year.

The timing of step movement for the 2010-2011 fiscal year will return to the regular start of the teacher contract year in 2010-2011.

For the Federation Date

For the District Date