

MASTER AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 482

Little Falls, Minnesota

and the

EDUCATION MINNESOTA LITTLE FALLS

for

2009-2010 CONTRACT YEAR

2010-2011 CONTRACT YEAR

MASTER AGREEMENT

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AGREEMENT

ARTICLE I

PURPOSE

THIS AGREEMENT, between the Independent School District No. 482, Little Falls, Minnesota, hereinafter referred to as the School District, and the EDUCATION MINNESOTA LITTLE FALLS, hereinafter referred to as the EMLF, is made 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., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. The School District recognizes the Education Minnesota Little Falls as the exclusive representative of the teachers employed by Independent School District No. 482. The EMLF shall have those rights and duties as set out by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The teachers of this School District, as defined in ARTICLE III, Section 2 and Section 3, of this Agreement, shall comprise the appropriate unit covered by this Agreement, and they shall be represented by the EMLF.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment. The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of employment. This term does not mean educational policies of the School District.

Section 2. Teacher (Professional Employee). The term "teacher" means a professional employee who is employed by the School District in a position for which he or she must be licensed as a teacher by the State Board of Teaching or be a State Board licensed Occupational or Physical Therapist; provided, however, that the term "teacher" shall not include the superintendent, assistant superintendent, principals, or assistant principals who devote of more than 50 percent (50%) their time to administrative or supervisory duties, or confidential employees, supervisory employees or essential employees.

Subd. 1. Teacher Has No Current License. To insure that teachers hired by the District are properly licensed to teach in the District, the following procedure will be enacted beginning in 2006-7 contract year:

Teachers who have failed to obtain or renew their license by August 1st prior to beginning teaching will be given written notification of possible suspension without pay. If a continuing contract teacher's license has not been renewed or the paperwork has not been filed with the state by August 15th in the year in which the teacher must renew, the teacher will be suspended without pay. The teacher who has failed to renew his/her license and/or who has failed to submit to the

Minnesota Department of Education Teacher Licensing all necessary paperwork needed to achieve licensing for the coming school year will be placed on one full semester of unpaid suspension. (Verification of work submitted to MDE will be made by checking the MDE website. If the teacher license has the words “pending” by 4:30pm on August 15, the paperwork will be considered to have been submitted in time.)

If said teacher has not achieved licensing status by December 31st, 4:30 p.m. of the year he/she has been placed on unpaid suspension, such teacher will be placed on a second unpaid suspension for the second semester and the District may initiate termination proceedings following 122A. 40. It is the obligation of each individual teacher to file for record his/her most current teacher’s license. The school district is not obligated to recognize a teacher’s licensure classification unless it is included on his/her most recent license filed for record with the school district administration office.

Section 3. Part-Time and Substitute Teacher.

Subd. 1. Part-Time Teacher. A part-time teacher is a teacher hired by the School District whose employment is for less than the teacher's basic day as defined in Article XI or less than five (5) days per week, during the normal school day. A part-time teacher shall receive a salary on a pro-rata basis of the salary schedule in effect for the school term commensurate with his or her experience and training by multiplying the number of hours employed per year times his or her appropriate step and lane of the salary schedule.

- a) Short-Term Leave Benefits. Teachers who are part-time shall be entitled to a pro-rata portion of all short term leave benefits and the early retirement incentive available under this Agreement, but they shall not be entitled to long-term educational leave unless otherwise provided for in this Agreement.
- b) Seniority and Insurance Benefits. Teachers who are part-time shall have the benefits of seniority and unrequested leave of absence and pro-rated insurance benefits (provided they qualify for such coverage through underwriting conditions placed by the insurer). In addition to part a) above, seniority date will be the date at which these teachers become tenured.
- c) Former Full-Time Teachers. Teachers who were full-time and subsequently become part-time and continue to work at least one-half (1/2) the teacher's basic day as defined in Article XI shall continue to accrue seniority from their initial day of employment and shall be eligible for unrequested leave of absence and pro-rated insurance benefits (provided they qualify for such coverage through underwriting conditions placed by the insurer) in addition to part a) above.

Subd. 2. Substitute Teacher. A long term substitute teacher is any teacher hired by the School District or its representative to replace a teacher who at the time of his or her absence is a teacher not within the other exclusions of this Article where the replacement employee is employed more than thirty (30) working days as a replacement for that teacher. Any substitute teacher who is licensed for the position for which he or she is substituting shall be paid at the daily substitute teaching rate.

- a) Short Term: Is less than 30 days.
- b) Long Term: More than 30 days and is required to be highly qualified.

Section 4. Inter-Faculty Substitute (Elementary and Secondary K-12). If any teacher teaches or supervises an extra class for an absent teacher during the student day at the direction of the School District, the teacher will be compensated according to the Extra-Curricular Schedule B, IV.A. Per Diem Position.

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

ARTICLE IV

SCHOOL DISTRICT RIGHTS

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

Subd. 1. Management Responsibilities. The EMLF recognizes the right and obligation of the School District to manage efficiently 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.

Subd. 2. Reservation of Management Rights. Except as may be otherwise expressly provided in this Agreement, all management rights and functions given the School District under the law are reserved to it.

Section 2. New positions. During the term of this Agreement, the School District may, in the exercise of its managerial function, create a new position or assignment which requires the employment of a teacher. In that event, the School District and the EMLF shall meet and negotiate the compensation for such position or assignment. The negotiated compensation shall be reduced to writing and be made an addendum to this Agreement.

Section 3. Vacated positions. In the event of a vacated position, new position, or assignment, the School District shall post for five (5) days in each building a written notice of each opening giving qualified teachers in this bargaining unit first opportunity to apply in writing for these positions.

ARTICLE-V

TEACHER RIGHTS

Section 1. Right to Views. Pursuant to the P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his or her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or his or her betterment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the EMLF nor shall it be construed to require any teacher to perform labor or services against the teacher's will.

Section 2. Right to Join. Pursuant to the P.E.L.R.A., teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School District of such unit.

Section 3. Request for Dues Check Off. Teachers shall have the right to request and be allowed dues check off for the EMLF pursuant to the P.E.L.R.A. Upon receipt of properly executed authorization card of the teacher involved, the School District shall deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the EMLF for the period provided in the said authorization.

Deductions shall be terminated by the EMLF given thirty (30) days written notice to the Office of the Director of Business Affairs. Deductions shall be made over twenty-four (24) pay periods as determined by the District and shall be transmitted to the EMLF, together with a list of the names of the teachers from whom the deductions were made.

Section 4. Tax Sheltered Annuity. In compliance with IRS code and under the administrative directives issued by the School District, a teacher may assign a portion of his or her income to an insurance company or other tax shelter of his or her choice. The School District assumes no responsibility other than the timely mailing of the premium.

Section 5. Political Action Contributions (PAC): By June 1 of each year, teachers shall declare their intent to participate in a PAC as named by the Exclusive Representative. Upon receipt of a signed Intent to Participate form, the District will deduct from the teacher's paycheck the amount the teacher has agreed to contribute to the designated PAC. Deductions shall be made in twenty-four (24) equal payments beginning in July of each year when the teacher elects to participate in PAC. The District is responsible to transmit contributions, along with a roster of contributors, on a monthly basis to the PAC organization as designated by the Exclusive Representative.

- a) The Exclusive Representative shall provide the District with the name, address, and payment/reporting requirements of the designated PAC by May 1st of each year.

Section 6. Peer Review. The Exclusive Representative acknowledges the requirements of M.S. 122A.40 regarding Peer Review. The Exclusive Representative wishes to comply with M.S. 122A.40 with the following understandings:

- 1) All documents generated through the Peer Review process shall become the property of the teacher being reviewed.
- 2) The Peer Review process/results will not be used as a part of any discipline or employment status proceedings.

Section 7. Personnel Files. Pursuant to Minnesota Statutes, all evaluations and files generated within the School District relating to each individual teacher shall be available to that teacher upon written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file, written information in response to any material contained therein. The School District may destroy the files as provided by law. The School District shall expunge any material from the file which is found to be false or substantially inaccurate through the grievance procedures under ARTICLE XIII, of this Agreement.

Section 8. Teacher Discipline.

Subd. 1. Suspension: No teacher shall be suspended, with or without pay, except for just cause and only after a due process hearing, and any action taken shall be subject to the grievance procedure.

Subd. 2. Reprimand or Evaluation: If a written memorandum of any oral reprimand or evaluation is to be placed in a teacher's permanent personnel file, the teacher shall be given written notice thereof within five (5) days before placement. Within five (5) days thereafter, the teacher may request a meeting with the administrator making the oral reprimand and shall have the right to have a third party present if he or she desires. For the purpose of this subdivision "days" shall be counted as in the grievance procedure.

ARTICLE-VI

EXCLUSIVE REPRESENTATIVE'S RIGHTS

Section 1. Assessment of Non-Members. All teachers covered by this Agreement who are not members of the EMLF may be required by the EMLF to contribute their fair share fee for the services rendered by the EMLF. The School District upon notification by the EMLF of such employees shall check off said fee from the earnings of the employee and transmit the same to the EMLF. Nothing herein shall preclude a teacher who is not a member of the EMLF from disputing the amount of the fair share assessed, as provided by law; but any such dispute shall be a matter between such teacher and the EMLF. The School District shall notify the EMLF of any new teachers. Upon thirty (30) days notice in writing to the School District of the name of the teacher(s) and the amount of the fair share fee certified by the EMLF, the School District shall deduct such fair share fee installments from such teacher's paycheck each month, and shall forward such fees to the EMLF. If the status of a fair shared teacher should change, the EMLF shall notify the School District of such change. The EMLF hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all action, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or not liquidated, which any person may have or claim to have, now or in the future, arising out of the calculation or assessment of the fair share specified by the EMLF.

Section 2. Association Leave.

Subd. 1. Twenty (20) Days. At the beginning of each school year, the EMLF shall be credited with twenty (20) days of leave time to be used by its officers and agents for the business affairs of the EMLF. The number of teachers absent on Association Leave will be counted in the total nine percent (9%) allowed to be absent on voluntary Professional Leave from each building, except for Lobby Day at the State Capitol.

Subd. 2. Reimbursement. Contract negotiations, grievance hearings, grievance and impasse arbitration, and meet and confer sessions shall not be counted as EMLF leave time; however, the EMLF will reimburse the School District for such time used as provided in Subd. 4 of this Article.

Subd. 3. Total Number. The total number of teachers who may be on any leave under this section at any one time shall not exceed six percent (6%) the appropriate unit of the EMLF members who are also in the appropriate unit.

Subd. 4. Substitute Costs. EMLF leave is with pay provided, however, that a deduction in the amount established for substitute daily wage shall be deducted from each teacher's salary taking such leave and for each day of such leave taken, (or the EMLF may choose to reimburse the School District for the cost of the substitute); provided, however, that if the leave is for one-half (1/2) day, three and one quarter (3-1/4) hours or less and satisfactory arrangements for the care of the teacher's classes can be made with other teachers without cost to the School District, no salary deduction shall be made.

Section 3. Contract Maintenance and Negotiations. The School District agrees to furnish the EMLF upon request all information concerning the financial resources of the School District including, but not limited to, annual financial reports and audits, register of licensed teachers, tentative budgetary requirements and allocations, and agendas of all School Board meetings. The School District also agrees to furnish the EMLF with the names and addresses of all teachers, salaries paid thereto, and educational background as permitted by law.

Section 4. Negotiations. The School District shall not meet and negotiate or meet and confer with any teacher or group of teachers who are at the time designated as a member or part of the unit except through the EMLF.

ARTICLE VII

BASIC SCHEDULES AND RATES OF PAY

Section 1. 2009-2010 AND 2010-2011 Salary Schedules.

Subd. 1. Salary Schedule. The wages and salaries set out in Schedule "A" and "AA" attached hereto, shall be a part of this Agreement and remain in effect until modifications are made pursuant to the P.E.L.R.A. and this Agreement.

Teachers with twelve (12) years of credited for a career increment in 2003-2004.

13th-16th year	\$1575
17th-20th year (must be at least BS +45)	\$3151
21st year and beyond (must be at least BS +45)	\$4725

For the 2004-2005 school year an additional \$200 will be added to the career increments, however, these dollars will be placed on the salary schedule after the salary schedule multiplier has been calculated. After the 2004-2005 school year, the salary schedule multiplier will include the career increment dollars.

Effective beginning with the ratification of the 2005-07 Agreement, the following procedure will be put in place for teachers who move from BS 80 to MS lane: BS 60 and MS salary schedule and BS 80 and MS 15 salary schedule are the same.

If a teacher achieves a BS 80 lane and subsequently achieves a Master's Degree, which is a lower salary level than the BS 80 lane, the teacher will be held harmless at the BS 80 level until that teacher earns enough approved credits to move to the MS 30 lane.

Section 2. Placement on Salary Schedule. The following rules shall govern placement of a teacher on the appropriate salary schedule.

Subd. 1. Compensation for Levels of Training Beyond the Baccalaureate Degree.

- a) Purpose: For those teachers seeking to improve their professional preparation, additional preparation levels have been provided in the salary schedule as a means of encouragement and assistance in such effort.
- b) Number of Credits: Each additional preparation level shall be based upon the acquisition of fifteen (15) quarter credits or ten (10) semester credits beyond the preceding level, such credits to be acquired as hereinafter provided.
- c) Credits Earned Prior to (Baccalaureate) Degree Attainment: No credit may be applied to the additional preparation levels (i.e., BS+15; BS+30; BS+45; etc.) which were earned prior to the time the Baccalaureate degree was granted; provided, however, that a maximum of seven (7) quarter hour credits earned during the quarter or semester immediately preceding graduation, which credits are in excess of the graduation requirements and are in the teacher's teaching assignment, or are directed toward an advanced degree in the area of the teacher's teaching assignment, may at the discretion of the Superintendent of Schools be applied to the additional preparation levels.

Upper Division Courses: All credits applying to an additional preparation level must be credits earned in upper division courses. Such credits must be acceptable for a graduate degree. All such courses must be germane to the teacher's teaching assignment or be directed toward a graduate degree, which degree is germane to the teacher's teaching assignment; provided, however, that all such courses shall be subject to the provisions of Section 7 of this Article.

- d) Transcript: In accord with Section 7 of this Article, all teachers requesting compensation on the basis of attainment of a preparation level shall submit to the Superintendent and/or his/her Designee's office an official transcript of all credits which are to be applied in computing such additional compensation.
- e) Contracts: All contracts with teachers will be written on the preparation level attained as of March 1st; provided, however, that to correct any change of status that may occur between March 1st and September 1st, amended contracts will be issued by the School Board at its first regular meeting in October. The effective date of any contract amended at this time shall be the same as the effective date of the original contract. However, upon the teacher presenting satisfactory evidence of change of status, such amended contracts shall also be issued at the regular January meeting of the School Board and shall be applicable to the last five (5) months of the school year; and in addition, upon the teacher presenting satisfactory evidence of change of status amended contracts shall also be issued at the regular April meeting of the School Board and shall be applicable to the last two (2) months of the school year.
- f) The satisfactory evidence required hereunder must be submitted in writing to the Superintendent and/or his/her Designee by 1 October, 1 February, and 1 April of each year to receive credit at the regular School Board meetings held during those months, and evidence not submitted within the time lines specified will not become effective to change the teacher's status until the next School Board approval meeting.

- g) Accredited College or University: All credits earned to be applicable to the provisions of this Article shall be earned in an accredited college or university which shall be accredited by NCATE or other accrediting agency recognized by the Minnesota Department of Education.
- h) Multiple Degrees: Multiple graduate degrees at the same level will not be recognized. Only a single graduate degree at any level shall be applicable to the provisions of this Section.
- i) Career and Technical License: Any teacher who, upon being hired by the School District, was not required to have a Career and Technical license, but later is required in writing by the School District to obtain such Career and Technical license, shall receive credit on the salary schedule equal to a maximum of fifteen (15) educational credits for work experience, regardless of that teacher's position on the salary schedule.

Subd. 2. Written Request for Lane Change: To ensure the teacher receives lane advancement, teachers who intend to make any kind of change in professional status will secure the “Application for Lane Change” from their building principal, Human Resource office, or the school website and submit that form to the HR Office with the appropriate official transcript and program of study information before the published deadlines in order to be eligible for a lane change.

Section 3. Withholding of Increments, Lane Changes or Other Salary Increases.

The School District reserves the right, upon renewal of a teacher continuing contract to withhold increment advancements, lane changes, and any other salary increases to any teacher upon the following grounds: (a) inefficiency; (b) neglect of duty; (c) persistent disregard of school laws, rules, regulations, or directive; (d) conduct unbecoming a teacher which materially impairs his/her educational effectiveness; or (e) other good and sufficient grounds adversely affecting the teacher's effective performance of his or her duties; provided, further, that it is shown the teacher had failed to correct such deficiencies after having been afforded appropriate supervision and consultation.

If the School District exercises such right to withhold, it shall do so by notifying the teacher thereof in writing prior to April 1st, stating therein its grounds in reasonable detail and the supervision and consultation afforded. Within ten (10) days after receiving such notice, the teacher may request in writing a hearing before the School Board, and in such event a hearing will be held on the matters set out in the notice of withholding. If the School Board's decision is adverse to the teacher, the teacher may, again ten (10) days after receiving the School Board's decision, file a request for arbitration of ARTICLE XIII, Section 4, of this Agreement and proceed to arbitration as therein provided.

Section 4. Experience Credits.

Subd. 1. Full Year's Experience: Any teacher who has been employed for four and one-half (4-1/2) months or longer in this School District during the regular school year shall be awarded one (1) increment.

Subd. 2. Successful Year: In computing the salary schedule level for teachers currently on the staff, one (1) increment shall be awarded for each successful year of experience in District #482 in the same or comparable position. (A successful year means a year in which an increment was not withheld.)

Subd. 3. Limit: In computing the salary schedule level for experienced teachers entering this School District for the first time, one year of experience credit shall be awarded for each successful year of experience in other accredited schools in the same or comparable position, but not to exceed seven (7) such increments; provided, however, in special situations and the School District is unable to fill a position with a teacher which it deems suitable and qualified for the position, the School District, upon request of the Superintendent and after advising the EMLF of the teachers, may award additional increments. (A successful year means a year in which an increment was not withheld.)

Section 5. Issuance of Continuing Contracts. Within ten (10) days following ratification of the Agreement by both parties, the School Board shall issue individual continuing contracts. Within the time specified by Minnesota Statutes for submitting a resignation or within twenty (20) calendar days after the contract is mailed by the School Board to the teacher, whichever is longer, the teacher shall indicate his or her acceptance by signing and returning the contract. Failure to sign and return the contract within the time specified, unless good cause is shown for such failure, shall be deemed a rejection of the offered contract by the teacher, and the teacher (unless he or she has resigned) shall continue on his or her current continuing contract. A copy of this section shall be attached to the continuing contract at time of issuance.

Section 6. Determination of Extended Contracts.

Subd. 1. Additional Days. All teachers employed beyond the regular period of employment; as such period is defined in ARTICLE XII, Section 2, shall be issued contracts, such contracts shall specify the additional days of employment.

Subd. 2. Computation. Pay for such extended employment shall be determined by multiplying the teacher's contractual salary for the regular employment period by the ratio of the days of extended employment to the length of the regular period of employment (one hundred eighty two days for the 2009-2010 School Year and one hundred eighty two days for the 2010-2011 School Year).

Section 7. Extra Teaching Assignments: The District may add additional sections of a particular course of study in order to improve student/teacher ratios as student enrollment varies and priorities change. These additional sections shall be referred to as an “extra assignment.” This “extra assignment” shall be mutually arranged by the Superintendent or his/her designee, the teacher, and the Exclusive Representative. Teachers assuming the extra responsibility of an extra assignment rather than a preparation period in addition to the regular teaching load shall be compensated for the additional section(s) using the following formula: *CLOCK HOURS WORKED ÷ 7.5 (hours per day) x STUDENT CONTACT DAYS (of the assignment) x DAILY RATE OF PAY (per the master agreement).*

- a) The total number of extra assignments shall not exceed a total of four (4) teachers per semester in the District.
- b) An additional (1) “extra assignment” may temporarily be added per semester upon agreement between the Exclusive Representative, the teacher, and the School District.
- c) A probationary teacher, new to the teaching field, may not be assigned an “extra assignment” during their initial year of employment with the District.
- d) A probationary teacher, with prior teaching experience, may be given an “extra assignment” only with the agreement of the District, the teacher, and the Exclusive Representative.
- e) Elementary Specialists are eligible for “extra assignment” status.

Section 8. Evaluation of Credits for Salary Lane Changes.

Subd. 1. Requests. Requests for credit evaluation for salary lane change shall be submitted on the appropriate form to the Superintendent or the Superintendent's Designee for approval or disapproval. He or she will forward the request to the Superintendent and/or his/her Designees for final approval or disapproval and recording. In cases where the request is disapproved (using the criteria set forward in Subd. 3 of this section) a Credit Evaluation Committee will be used to consider this request. This committee will recommend approval or disapproval to the Superintendent. Such recommendation shall be advisory only and shall not be binding upon the Superintendent. Approval will not be unreasonably withheld. The committee will operate as outlined in Subd. 4 of this section.

Subd. 2. Composition of Committee. The Credit Evaluation Committee shall consist of the following persons:

- a) Superintendent or the Superintendent's Designee, who shall serve as chairperson and make the written report to the Superintendent.
- b) Superintendent and/or his/her Designees.
- c) Building Principal. The building principal of the building to which the applicant is assigned or his or her designee.
- d) Department Head. The department head of the department in which the applicant teaches; provided, however, if the department head is the applicant, or if there is no assigned department head, the most senior teacher in the department who is not an applicant shall serve.

Subd. 3. Criteria. The Credit Evaluation Committee shall use the following criteria in evaluation of credits:

- a) Requirements. The credits must meet the requirements of Article VII, Section 2, of the Agreement.
- b) Competency and Effectiveness. The course content must be such as to substantially increase the teacher's competency and effectiveness in his or her current teaching assignment in this School District and shall be shown to be of substantial benefit to the School District.
- c) Need for Further Preparation. In the event the credits in question are in courses which are within the teacher's field of "academic preparation" and current teaching assignment, the teacher shall demonstrate to the satisfaction of the Credit Evaluation Committee the need for such further preparation in such teacher's field of "academic preparation" and current teaching assignment.
- d) Methods of Instruction. In the event the credits in question are in courses which are in "methods of instruction" in the teacher's current teaching assignment, the teacher shall demonstrate to the satisfaction of the Credit Evaluation Committee the need for such further preparation and training in such teacher's "methods of instruction" in his or her current teaching assignment.
- e) Related Fields. In the event the credits in question are in related fields, the applicant shall demonstrate to the satisfaction of the Credit Evaluation committee (1) the relatedness to his or her current teaching assignment and (2) the need for preparation in such field.

- f) New Material. The teacher shall demonstrate to the satisfaction of the Credit Evaluation Committee that the content of the course proposed for credit evaluation is substantially new material to the applicant and does not duplicate the course content of courses previously taken by the teacher.
- g) Transcript. Before any such credit shall become eligible for application to salary lane changes, the teacher shall submit a transcript of credits and grades earned. Credits having a grade not satisfying the degree requirements shall not be considered.

Subd. 4. Submission and Action on Applications not Previously Approved.

- a) Meeting. The committee chairperson will call a meeting of the Committee as is necessary.
- b) Consideration. The chairperson will present the application in question to the committee for consideration and action.
- c) Committee Decision. The teacher and the Superintendent shall be notified of the Committee's decision within five (5) days of the Committee's meeting.
- d) Superintendent Decision. The Superintendent shall render his or her decision within five (5) days of receiving the Committee's recommendation.

Subd. 5. Evaluation. The above procedure shall also be used in evaluating advanced degrees to be used for the purpose of salary lane changes. The School District shall provide the necessary form for such evaluation.

Subd. 6. Excess Credits. If the teacher enters a degree program and applies to have such degree used in computing salary lane changes, any District approved credits not used in the degree requirements may be used for advancing on the next lane, providing that they are substantially different from those used for the degree requirements.

Subd. 7. Definitions. For the purposes of this section, the terms below shall have the meaning ascribed to them.

- a) Field of Academic Preparation. Field of academic preparation shall mean the teacher's major field of preparation as shown on the teacher's license.
- b) Methods of Instruction. Methods of instruction shall mean professional education preparation designed to prepare the individual as a teacher in his or her field of academic preparation.
- c) Related Fields. Related fields shall mean generally recognized subdivisions of the academic area in question; e.g., physics is a subdivision of the sciences; history is a subdivision of the social sciences, etc.

ARTICLE VIII

EXTRA-CURRICULAR SCHEDULE AND ASSIGNMENTS

Section 1. Extra-Curricular Schedule.

Subd. 1. Schedule. The wages and salaries set out in Schedule B, attached hereto, shall be a part of this Agreement.

Subd. 2. Payments. The assignment by the School District and acceptance by the teacher of an extra-curricular assignment, for which compensation is allowed, shall not be deemed a part of the teacher's continuing contract, unless expressly so stated in the teacher's continuing contract. Compensation for extra-curricular assignments shall be paid in one lump sum payment at the close of the assignment.

Section 2. Additional Duties.

Subd. 1. Duties Outside the Classroom. The regular or normal duties for which a teacher is employed under his or her continuing contract include duties outside teaching in the classroom, and included in such duties are those generally shared by all teachers during the school day.

Subd. 2. Extra Duty Assignment. In addition to a teacher's regular or normal duties, the School District assigns the teacher's extra duty assignments with pay subject to acceptance by the teacher. The EMLF, having negotiated for compensation for extra duty assignments, recognizes a corresponding obligation on its part and on the teacher's in its appropriate unit to accept assignments for extra duties for which compensation is paid.

The EMLF will cooperate with the School District to provide suitable and qualified teachers for such duty assignments.

Subd. 3. Hiring of Faculty on Staff for Translation Purposes. The District, on an as needed basis, may engage faculty members who are fluent in other languages to interpret/translate for the District at a rate as stated in Schedule B, Part IV.B of the Master Agreement. Generally the District will set a maximum of hours per year for translation. This maximum may be changed as circumstances warrant. And generally, the teacher will make arrangements to provide interpretation/translation services for students and/or parents of the District during his/her prep and/or lunch hour. However, it is recognized by that there may be some situations that require the use of an interpreter/translator that cannot be scheduled during this time. Should that be the circumstance, the principal of the building in need of these services will contact the Pupil Services Director and receive permission from that individual to permit the teacher to provide services during the school day. The teacher will be compensated for the interpretation/translation even if it occurs during classroom presentation time. The teacher may choose not to provide services at any time.

Although a set number of days for interpretation/translation will be agreed upon at the beginning of the school year, the teacher will provide a time sheet for the days and times he/she is engaged to provide these services. The timesheet will be used to calculate the amount of reimbursement to the teacher. Any portion of an hour will be paid to the next full hour. The teacher may turn in the timesheets as completed or all at once at the end of the school year.

Section 3. Assignment Sheets. The assignment sheet for an extracurricular assignment shall be offered to the teacher by May 1st for the following school year.

Section 4. Release from Extra-Curricular Assignment.

Subd. 1. Classification. A teacher who has accepted an extracurricular assignment shall continue to accept the assignment in subsequent years until release as herein provided. Assignments are of two classes:

- a) Class "A. "Those which are an extension of the teacher's teaching position such as band directors, vocal music directors and varsity head coaches as designated in Schedule B.
- b) Class "B. "All other extra-curricular assignments. All extra-curricular assignments for which compensation is negotiated are listed in Schedule B. Those assignments which are Class A are so designated and all others are Class B.

Subd. 2. Duration of Assignment.

- a) Class A. A teacher in Class A may request a release from his or her extra-curricular assignment and the School District shall grant the request if a suitable and qualified replacement is available. If the School District determines a suitable and qualified replacement is not readily available, the School District shall grant to the teacher a hearing at which time the teacher shall be entitled to present his or her reasons for requesting a release. The hearing shall take place within twenty-five (25) calendar days after receiving the teacher's written request for release. The report and decision of the hearing shall be submitted in writing to the teacher within ten (10) calendar days of the close of the hearing.

b) Class B. A teacher who has accepted a Class B extracurricular assignment shall continue in such assignment subject to the School District's annual renewal, for at least two (2) consecutive school years. The teacher may, however, request a release from the Class B assignment effective at the end of the second school year and the School District shall honor and grant the request, provided that the written request is received by the teacher's supervising administrator by April 1 for this subsequent school year. If a Class B extra-curricular assignment is not renewed by the School District, no hearing is required, but the teacher will be given the reasons in writing for the non-renewal.

Section 5. Non-Renewal of Class "A" Extra -Curricular Assignment.

Subd. 1. Non-Renewal: If the School District decided not to renew a teacher's Class A extra-curricular assignment the School District shall first give the teacher written notice stating reasons for intention not to renew. This notice shall be received no later than 14 calendar days after the completion of: (1) official season as determined by the MSHSL governing board, or (2) the activity season as determined by the Board of Education. The later end date will be used in either case. If the teacher does not serve a written objection on the Superintendent within fourteen (14) calendar days after receipt of the notice, the non-renewal is effective. If a written objection is served within the fourteen (14) calendar day period, the teacher shall be granted a hearing by the School Board within twenty-five (25) calendar days of the filing of the objection, at which hearing the School District must show that non-renewal is warranted by deficiencies in the teacher's standard of performance and is in the best interests of the School District.

The hearing may be opened or closed at the election of the employee unless the board closes the meeting under section 13D.05, subdivision 2, to discuss nonpublic data. The non-renewal of a licensed or non-licensed head varsity coach, in matters not specifically addressed in Article VIII, shall be subject to Minnesota Statute § 122A.33. Subd. 3.

Subd. 2. Extension of Notice to Non-Renew: In the event that the District receives written complaints/concerns regarding the performance and/or actions of a teacher assigned to Class A Extra-Curricular assignment before or during the 14 day period referenced in Subd. 1, the District will notify the teacher and Exclusive Representative in writing of its intention to investigate before the end of the 14 day period. Upon said written notice, the 14 day non-renewal period requirement in Subd. 1 shall be waived by the teacher and Exclusive Representative. The District shall then investigate the complaints/concerns and take appropriate action up through and including termination of the coaching/advisory assignment, using such time as deemed necessary by the District to provide due diligence to the complaint/concern and due process to the staff member.

Section 6. Create, Abolish or Leave Vacant. The School District reserves the right to create, abolish, or leave vacant any extra-curricular assignment. Prior to doing so, the School District shall notify the EMLF in writing of its intention to take such action.

ARTICLE IX

GROUP INSURANCE

Section 1. Eligibility. All teachers employed in the School District shall be eligible for insurance benefits as set out in this Article.

Section 2. The Employee Benefit Committee. The Employee Benefit Committee, which has been established by School District policy, shall function to study and make recommendations to the School District regarding insurance benefits. Such recommendations shall be advisory only and shall not be binding upon the School District.

Section3. Health and Hospitalization Insurance.

Subd.1. Teachers Covered. The School District shall provide access for each teacher covered under this Article who is eligible under the insurer's policy and who makes written application therefore, to a health and hospitalization insurance plan as described in this section.

Subd. 2. Coverage. The health and hospitalization insurance plan herein provided shall have the coverage of the Preferred Gold plan in force as of July 1, 2009. If the premium for this coverage should exceed that which is specified in Subd. 3. during the term of this Agreement, the School District may reduce coverage to come within said premium limitation, but in this event, the Employee Benefit Committee shall have the right to either:

a) determine and recommend to the School District such coverage reductions or

b) recommend that: the same coverage be continued and teachers pay the difference in premium through payroll deduction.

The School District may elect to offer alternative health and hospitalization insurance plans for teachers to select a level of coverage from. If a teacher selects a plan with a higher premium cost than the \$500 CMM plan, the teacher will be responsible for payment of the additional premiums through payroll deductions.

Subd. 3. Premiums. The School District shall pay no more than the following amounts annually towards the premiums for health and hospitalization insurance:

For the 2009-2010 School Year:

Single Coverage Policy: Four Thousand Five Hundred Twenty-Eight (\$4,528) dollars.

Family Coverage Policy: Nine Thousand Five Hundred Thirty-Six (\$9,536) dollars.

For the 2010-2011 School Year:

Single Coverage Policy: Four Thousand Seven Hundred Seventy-Seven (\$4,777) dollars.

Family Coverage Policy: Ten Thousand Sixty (\$10,060) dollars.

If the premium for any coverage is less than the limitation herein set out, the School District shall not be required to provide additional benefits to the extent of the allowance nor to make any cash payments in lieu of coverage.

Section 4. Term Life Insurance.

Subd. 1. Level of Coverage. The School District shall pay the premium for a term life insurance policy in the amount of Twenty-five Thousand (\$25,000) Dollars on the life of each full-time teacher employed by the School District who is qualified for and is enrolled in such term life insurance program.

Subd. 2. Additional Coverage. If a teacher elects and the carrier allows, each teacher enrolled in the School District's group term life insurance plan may purchase additional insurance in Five thousand (\$5,000) Dollar increments.

Subd. 3. Additional Premium. The teacher may request in writing the use of the services and personnel of the central business office of the School District in deducting and transmitting to the carrier the added premium for extended benefits.

Section 5. Long Term Disability (Income Protection) Insurance. The teacher shall pay the annual premium for long-term disability (Income Protection) insurance for each full-time teacher covered under this Article. The insurance plan will provide a two-thirds (2/3) salary benefit for qualifying teachers after ninety (90) calendar days. All teachers must sign an LTD pay deduction form before the 2002-03 school year begins.

Section 6. No Cash Option.

Subd. 1. Prohibition. There shall be no teacher option which shall permit a teacher to elect the premium as part of his or her salary in lieu of the insurance benefits.

Subd. 2. Additional Benefits. The teacher may, at his or her option, elect to extend the benefits to the term life insurance as such additional benefits are made available by the carrier. Such teacher may request in writing the use of the services and personnel of the Central Business Office of the School District in deducting and transmitting to the carrier the added premium for extended benefits.

Section 7. Period of Coverage.

Subd. 1. Duration. During the 2007-08 contract period of coverage will be October 1, 2007 through June 30, 2008. Beginning with the 2008-09 contact period and every year thereafter the period of coverage will be July 1 through June 30.

Subd. 2. New Teachers. New teachers are eligible for this benefit on the opening of the fiscal year of employment by the District. Teachers entering the school system at times other than the opening of the fiscal year shall be covered by the group benefits as of the first day of the month which immediately follows employment.

Subd. 3. Termination. Coverage of a teacher who shall leave the School District employment during the school term shall cease on the last day of the month during which employment was terminated.

Section 8. HRA Benefits. All teachers actively employed in the School District as of July 1, 2006, will receive \$400 placed into a HRA account, formed pursuant to IRS Revenue Ruling 2002-41 and Notice 2002-43, and MS Statute 2005, 352.98, in their name; however part-time teachers shall earn prorated HRA contribution benefits. This amount will be placed on July 1 of each year in a designated account in the teacher's name. The District will select the HRA vendor. Teachers who, for whatever reason, leave the service of the School District prior to retirement shall retain ownership of the contributions made on their behalf to the date of discontinuance of service. Teachers will have access to these funds in the manner the Vendor prescribes. The School District shall retain no current or future liabilities for said investment programs. This benefit ended with the 2006-07 contract year, and was replaced by Article XIV, Section 14.

ARTICLE X

LEAVES OF ABSENCE

Section 1. Terms. For the purpose of implementing this Article, and determining eligibility for benefits under this Article, following terms shall have the definitions ascribed to them:

Subd. 1. Teacher. A teacher shall be defined as in Article III, Section 2 of this Agreement. A part-time teacher (as defined in Article III, Section 3) shall share in the benefits of this Article on a prorated basis. However, Long Term Substitute teachers shall not share in the benefits of this Article.

Subd. 2. Days. A day for the purpose of this Article shall be as described in Article XI, Section 1 of this Agreement.

Section 2. Professional Leave.

Subd. 1. Definition. During the 2003-2004 school year, with the exception of the Sick Leave Compensation Pool, the language guiding Disability, Bereavement, and Personal Leave shall be observed as identified in the 2001-03 Agreement with EMLF. Professional Leave shall be effective with the 2004-05 school year. At the beginning of each school year a teacher shall be credited with 11 days of Professional Leave to be used as the individual chooses as long as the request meets the guidelines as set forth in this article. All eleven professional leave days must be used before sick leave bank days can be accessed. Sick leave banked days may only be used for illness. Please refer to Subd. 4 for use of these days. Generally time for bereavement will be taken from the allotment of 11 (eleven) days.

- a) Teachers who experience an illness, injury or a maternity leave that results in an absence for more than five (5) consecutive contract days will access their sick bank on the sixth (6th) consecutive day and beyond. The teacher must present a doctor's certification to invoke this clause.
- b) Under unusual circumstances and at the discretion of the Superintendent, teachers who have already used their 11 days who have the death in the family may apply for consideration of bereavement leave. If said teacher has days in his/her sick leave bank, upon approval of the Superintendent, three (3) of these days may be applied to bereavement leave on a one day of sick leave bank time to a one day of bereavement leave time. If the teacher has no sick day bank time accrued, the Superintendent may approve up to three (3) days without pay. The decision of the Superintendent in either of these conditions is final and not open to the grievance process.

Subd. 2. Computation. Teacher's Professional Leave shall be computed as follows: by multiplying the number of months the teacher has worked in the School District for this school year (a full year equaling by one and one-fifth (specifically 1.22). Any fraction resulting shall be rounded off to the closest whole number. Unused professional leave may accumulate to a maximum of one hundred twenty (120) days per teacher. (see Subd.4).

Subd.3. Application. Professional leave shall be approved only upon submission of a professional leave request to the Human Resources office with final approval by the Superintendent or his/her Designee at least three calendar days prior to the teacher taking the time, setting out the dates claimed for professional leave. In cases where professional leave is used because of a personal or family illness, the leave request shall be submitted to the Human Resources office by the teacher as a matter of responsibility immediately following the absence.

When accessing less than 1.0 day of professional leave, teachers may request increments of .25, .50, and .75 professional leave days. Actual time absent from work during a single contract day shall be rounded up to the nearest increment as listed above.

Subd. 4. Use of Accumulated Banked Time. Use of banked leave is leave with pay which shall be allowed by the School Board whenever a teacher's absence on teacher duty days is found to have been due to illness, injury or disability which prevents the teacher's attendance at school, and the teacher has already used all of his/her professional leave. Use of this leave includes illness or disability caused or contributed to by pregnancy or child birth, and may also be used for any illness or injury of an employee's child as defined in Minnesota Statute 181.940 and 181.9413. Up to 5 days per year from the accumulated banked time may be used by the employee for the serious injury or illness of a spouse or parent. The School District may require a teacher to furnish satisfactory evidence that absence was by reason of illness or injury or disability which prevented his or her attendance at school and performance of duties on that day or days. A certificate from a qualified physician stating that the teacher's absence was due to illness or disability may be required as seen necessary by the School District. All applicants must complete and return the Family and Medical Leave application forms when appropriate. Any period of professional leave taken under this provision must be used simultaneously with any period of leave for which the teacher is eligible under the Family Medical Leave Act.

Subd. 5. Days Used in Excess of Allowance. A teacher shall be credited with eleven (11) days professional leave at the beginning of each school year. If not used during the school year, this leave will be added to their accumulated sick leave bank. At the end of the school year a maximum of one hundred twenty days (120) of leave will be carried forward to the next year. For each day of professional leave used but not accumulated, the teacher shall either have a day's pay deducted from salary by the School District or the teacher shall reimburse the School District a day's pay.

Subd. 6. Unused Leave and Banked Time Over 120 Days. Unused professional leave days shall be credited to the teachers banked time on a one day of unused professional leave for one day of banked leave. If, however, the teacher's banked time at the end of the school year is in excess of 120 days, teachers shall, at the end of the school year, be compensated at the rate established for daily substitutes in effect on the first day of school for that school year for any those days. The total number of days in the bank shall not be more than 120 days going into the new school year.

Subd. 7. Advance Notice. Request for professional leave shall be submitted to the Human Resources office at least three (3) calendar days in advance, but not prior to July 15 of each fiscal year, as directed by the District, except in case of an emergency.

Subd. 8. Limit. The number of teachers on professional leave at any time shall not exceed nine percent (9%) of the total FTEs teachers in each school building. Teachers who are taking Maternity Leave shall not be counted in the nine percent (9%); however, all teachers on Maternity Leave must use all Professional Leave before accessing leave without pay. The maximum number of staff who can be out for voluntary professional leave at each building shall be emailed out to each building rep, principal, and EMLF leadership at the beginning of school, each year.

Subd. 9. Prohibitions.

- a) The use of professional leave is at the discretion of the teacher; provided, however, professional leave shall not be used on parent-teacher conference days, the first or last student contact day of the school year, or pre-school workshop days in the building to which that teacher is assigned, unless the school board has changed such days from those originally set in the school calendar to make up days lost by reason of inclement weather or other good cause. EMLF recognizes that it is the teacher's professional responsibility to be present in the classroom on these days. The Superintendent, on rare occasions, may grant leave upon written request by the teacher.
- b) Teachers shall not make request in excess of five consecutive leave days to their immediate supervisor. On rare occasions, teachers may make a written request to the Superintendent for permission to use in excess of five days of consecutive professional leave. Final approval is subject to the Superintendent's approval. Each request shall stand on its own merit and shall not establish past practice.

Section 3. Application for Long Term Disability Insurance Benefits.

Subd. 1. Application. Teachers on disability leave who have met the requirements of the qualifying period for benefits under the long term disability insurance coverage carried by the School District shall make prompt application for such benefits.

Subd. 2. Qualifications. On qualifying for disability insurance benefits and notification thereof, the teacher shall be placed on an unpaid medical leave of absence and all salary payments and disability leave payments shall cease; provided, however, that any salary accrued but not yet paid to the teacher shall be paid.

Subd. 3. Retention of Unused Leave. A teacher on unpaid medical leave shall retain his or her unused accumulated disability leave and may continue the insurance fringe benefits at his or her own expense.

Subd. 4. Notification. The School District shall notify the insurance carrier of any teacher who is on leave of absence due to personal illness or disability for more than sixty (60) days.

Section 4. Jury Duty Leave

Subd. 1. Purpose. Teachers shall be granted leave for those days the teacher is required to serve on jury duty.

Subd. 2. Assignment. Jury duty is with pay for each day the teacher would otherwise be on duty at school, but any sums paid to the teacher for jury duty on such days (exclusive of mileage allowance) shall be assigned by the teacher to the School District.

Section 5. Civic Duty Leave.

Subd.1. Purpose. Any teacher subpoenaed to appear before any agency, commission, board, legislative committee, arbitrator or court during the regular work day shall be provided leave with pay for each day or part thereof on which the teacher is required to be absent. The teacher shall notify the School District of the date of pending absence as soon as possible after receipt of the subpoena but in no event later than two (2) days prior to the date of absence.

Subd. 2. Reimbursement. The teacher shall reimburse the School District any remuneration that may be received by the teacher up to the amount of the per diem salary received during such absence, but the teacher shall retain any mileage or meal expense reimbursement and any remuneration in excess of the teacher's per diem salary.

Section 6. Long Term Educational Leave.

Subd. 1. Purpose. A leave of absence for not less nor more than one (1) year may be granted a teacher by the School Board, upon the recommendation of the Superintendent, for advanced study, exchange teaching or professional development in the field of education or for a job experience in some other field. This leave is discretionary with the School Board and the School Board reserves the right to withhold such leave if the School Board deems such leave not to be feasible or beneficial to the School District. In the event the request is denied the teacher shall be notified in writing of the reasons.

Subd. 2. Without Pay. Such a long term leave is without pay or fringe benefits. The teacher, while on the long term leave, shall retain his or her status, including position and privileges, as earned at the time the leave commences. Applications for long term leave shall be submitted in writing to the Superintendent and/or his/her Designee setting out dates for the proposed leave, the reasons therefore.

Subd. 3. Application and Notice of Return. Applications for long term education leave shall be submitted at least three (3) months in advance. A teacher on long term educational leave shall give notice in writing to the School Board prior to March 1st, of the year in which his or her leave expires of intention to return to teaching duties at the opening of the next school year. Failure to give such notice constitutes a forfeiture of any right or claim by the teacher to his or her former position.

Section 7. Long Term Medical Leave.

Subd. 1. Health Disability. A leave of absence without pay or fringe benefits for not to exceed twelve (12) months may be granted any teacher for health reasons by the School District upon satisfactory evidence being presented that the teacher is suffering from a health disability which seriously impairs performance of duties. The School District may, in its discretion and upon written application of the teacher, extend this leave for a second twelve (12) month period.

Subd. 2. Suspension. With respect to a teacher who does not request a long-term medical leave, the School District reserves the right, provided by Minnesota Statutes to suspend such teacher and grant a long-term leave of absence for a period of not to exceed twelve (12) months for health reasons.

Subd. 3. Reinstatement. The teacher shall be reinstated to his or her position only upon evidence from a qualified physician that the teacher has made sufficient recovery and is capable of resuming performance of his or her duties in a proper manner. Whenever possible, the teacher shall give notice in writing to the School District prior to March 1st of the year in which the teacher's leave expires of intention to return to teaching duties at the opening of the next school year. In the event the teacher does not qualify for reinstatement within the leave time requested and granted, or if suspended by the School District, within twelve (12) months of the date of suspension, the teacher's continuing disability may be grounds for discharge under the procedures provided by Minnesota Statutes.

Subd. 4. FMLA. All applicants must complete and return the Family and Medical Leave application forms when appropriate. Any period of long term medical leave taken under this provision must be used simultaneously with any period of leave for which the teacher is eligible under the Family Medical Leave Act.

Section 8. Extended Leave of Absence. The School District shall provide an extended leave of absence according to the provisions of Minnesota Statutes provided the teacher submits in writing to the School Board through the Superintendent or the Superintendent's Designee a request by April 15th of the year preceding the request for extended leave. The School Board will consider requests submitted after April 15th of each year only if there are unusual circumstances and only at the discretion of the Superintendent.

Section 9. Sabbatical Leave.

Subd. 1. Years of Service. Sabbatical leave may be granted by the School Board upon recommendation of the Superintendent to teachers who have completed seven (7) consecutive years with satisfactory service with the School District immediately prior to making application for such leave.

Subd. 2. Monetary Allowance. Teachers granted sabbatical leave shall be allowed one-half (1/2) the annual base salary for which they are eligible on the salary schedule for the year in which such leave is granted; provided, however, that should the sabbatical leave be for less than a full school year, such allowance shall be pro-rated accordingly. The allowance shall be paid in the same manner as the regular school payroll.

Subd. 3. Insurance. In addition to the salary allowance as stated above, such teacher shall be entitled to one-half (1/2) the premium allowance for such insurance as is provided other teachers by this School District and for which the carrier will provide coverage provided, however, that such allowance must be applied toward payment of the premium for the eligible insurance elected.

Subd. 4. Applications. Applications for sabbatical leave from classroom teachers, librarians, counselors and other personnel in non-supervisory and non-administrative positions shall be submitted to the School District through a faculty committee, which committee shall consist of the Executive Committee of the EMLF and the Superintendent.

Subd. 5. Evaluation. The Executive Committee will evaluate such application as it receives and make recommendations to the Superintendent and the School Board regarding all such applications.

Subd. 6. Recommendations. The Superintendent shall recommend to the School Board which applicants should be granted leaves.

Subd. 7. Time Lines. All applications must be properly submitted prior to January 15th of the calendar year in which the leave is to become effective. The School Board shall act upon such application and notify eligible candidates on or before March 15th.

Subd. 8. Components of Application. All applications shall be in writing and on the form provided and shall state:

- a) The reason for the request;
- b) Details of plans as to how the teacher intends to spend the time of leave;
- c) Such benefits as may be expected by the teacher and the School District; and
- d) The date the employee will resume his or her duties.

Subd. 9. Approval. Approval of such leave shall be subject to the following conditions:

- a) Area of Study. The leave is taken for accredited advance study in the teacher's major area of concentration; provided, however, that the Superintendent may request leave for such teachers for retraining in a new area.
- b) Job Related Experience. In addition to the provisions stated above, consideration may be given to a job related experience or such other activities which in the opinion of the Superintendent would substantially enhance the teacher's effectiveness in his or her position in the School District
- c) Return. The teacher agrees to return to the School District for a period of not less than two (2) years. If the teacher chooses to discontinue service during the two (2) year period for any reason other than the teacher's incapacity to teach, the teacher shall return to the School District a pro-rated portion of the allowance granted under Subd. 2.

Subd. 10. The Maximum Number of Sabbaticals. The maximum number of sabbatical leaves granted at any one time shall not exceed three percent (3%) of the total faculty. Consideration will be given to equalizing the granting of leaves between the elementary and secondary divisions. However, should either division not have applicants, the vacant spot shall be available to other divisions.

Subd. 11. Status While on Leave. All rights and privileges, including status on the salary schedule and disability leave, that would have been earned by the teacher on sabbatical leave should such teacher have been actively engaged in the service of the School District should accrue to such teacher.

Subd. 12. Other Income. Teachers granted sabbatical leave may accept scholarships, fellowships, or other financial aids without reduction of the sabbatical allowance; provided, however, that should the sum total of the teacher's income from all outside sources, plus the allowance provided by the School District, exceed the full amount of such teacher's salary should such teacher remain in active service, the amount of the allowance shall be reduced accordingly.

Section 10. Child Care Leave.

Subd.1. Purpose. Child care leave may be used by the teacher:

- a) for her pregnancy and childbirth;
- b) for post-natal care by either parent; and
- c) for care of a newly adopted child or a newly placed foster child by either parent.

Subd. 2. Application. At least thirty (30) calendar days before commencement of the leave, the teacher shall submit a written application for the leave to the Superintendent and/or his/her Designees, giving the expected date of delivery of the child or the expected date of placement of the child to be adopted and the beginning and ending dates of the requested leave. In granting the leave the School Board shall not be required to:

- a) grant any leave more than twelve (12) months in duration;
- b) start any leave more than sixty (60) calendar days after the date of birth or placement, and, so far as feasible, the teacher shall arrange the leave so as to least disturb the teaching program of the school. If requested, the teacher will provide a doctor's certificate or an agency certificate as to the expected date of delivery or placement.
- (c) Permit the teacher to return to employment prior to the date designated in the request for child care leave.

Subd. 3. Sick Leave Bank.

- (a) The teacher may use accumulated days in the sick leave bank while on child care leave for an illness or disability to the mother caused or contributed to by pregnancy or childbirth or recovery there from. Use of this leave shall be applied for separately in the usual manner.
- (b) All applicants must complete and return the Family and Medical Leave application forms. Any period of child care leave taken under this provision must be used simultaneously with any period of leave for which the teacher is eligible under the Family Medical Leave Act.

Subd. 4. Without Pay. Child care leave is without pay. The teacher retains his or her status as to position and any benefits accrued as of the date the leave commences. The teacher may continue insurance coverage at his or her own expense by agreeing to assume to the total premium cost and to remit the premium to the School District when due.

Subd. 5. Advancement on Salary Schedule. A teacher on child care leave shall advance on the salary schedule for the subsequent contract year only if he or she was actively teaching for at least four and one-half (4-1/2) months during the year in which the child care leave is taken.

Subd. 6. Insurance. A teacher who is granted child care leave shall be granted a pro-rata portion of that part of the insurance premium provided by the district during the summer recess. Such pro-rata portion shall be related to the number of days actually taught, the number of days in the school year and the length of the summer recess. Teachers whose child care leave extends through the close of the school year must return to their position the following year to be eligible for such pro-ration of benefits. Such benefits will be paid to the teacher as a reimbursement upon submission of proper evidence that the teacher did continue all insurance benefits in force during the term of the leave.

Section 11. Unrequested Leave of Absence and Seniority Agreement.

Subd. 1. Statute. Except as may be otherwise provided herein, unrequested leave of absence and seniority shall be as provided by Minnesota Statutes as amended from time to time by the legislature.

Subd. 2. Equal Seniority. Teachers with identical seniority dates prior to July 1, 1974 shall be listed in order of their step and lane placement on the salary schedule as of September 15, 1974. The teacher who has attained the highest placement shall be given the greatest seniority. If ties remain, further determination of seniority shall be made on the basis of which professional employee has the lowest teaching license file folder number (on record with the Minnesota Department of Education) with greatest seniority given to the professional employee with the lowest file folder number.

Subd. 3. Bumping Rights.

- a) Displacement. Any teacher, whose position is discontinued by the School District, may elect to displace the teacher with the least seniority who is employed in a position for which both are licensed by the Board of Teaching or the State Board of Education.
- b) Licensure. A teacher shall be considered licensed for the purpose of this Section if the teacher has a valid license from the Board of Teaching or the State Board of Education (other than a limited or provisional license) to teach in such subject area or field.
- c) Notice. Teachers who will be directly affected by a discontinuance of a position, shall be given notice of the proposed discontinuance before the School Board takes final action.

Subd. 4. Status While on Leave. Teachers placed on unrequested leave of absence shall remain eligible for group insurance benefits at personal expense, according to Article IX, Section 9 of this Agreement and Minnesota Statutes.

ARTICLE XI

HOURS OF SERVICE

Section 1. Basic Day. The teacher's basic day, exclusive of lunch, shall be seven and one-half (7-1/2) hours. The lunch period shall be thirty (30) minutes duty free.

Section 2. Prep Time. As provided by state law the negotiated prep time will apply. Teachers will receive preparation time as follows: A total of two hundred fifty (250) minutes per week.

Section 3. Building Hours. The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

ARTICLE XII

LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days. When possible, the School District shall, prior to April 1st of each school year, establish a number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. If the School District should make any other changes in the school calendar, the School District shall first give notice of the intended change and confer with the EMLF of the proposed change.

Section 2. Period of Employment. Pursuant to the foregoing section, the School District has established that there will be 182 teacher duty days in 2009-2010 and 2010-2011. Of the teacher duty days, three (3) shall be workshop days.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1. Definitions.

Subd. 1. Grievance. A grievance is an alleged violation or misapplication of any provision of this Agreement.

Subd. 2. Grievant. A grievant is a teacher who has a grievance and is directly affected thereby. A group of teachers having the same grievance may sign the same grievance form and have their grievance processed with the others in one proceeding, each member of the group retaining the individual's right to appeal to a higher level. In addition, if the grievance directly affects all the teachers in the appropriate unit, any duly authorized officer of the EMLF may be a grievant and assert the grievance on behalf of all the teachers.

Subd. 3. Days. Days means all calendar days, but excluding all Saturdays and Sundays. In addition, all days during the school term designated by the School Board as vacation days (as distinct from recess days), and all days outside of the school term when the School District central offices are officially closed because such day has been designated as a holiday by state law shall also be excluded. In computing any period of time herein provided, the date of the event or default for which the period of time begins to run shall not be counted. The last day of the period shall be counted unless it is a Saturday, Sunday or legal holiday in which event the period runs until the end of the next day which is not a Saturday, Sunday or-legal holiday.

Subd. 4. Representation. A grievant may be represented at any time in the grievance or arbitration procedure by a representative of the EMLF or by any other person.

Subd. 5. Levels. The grievance procedure shall consist of two (2) levels plus an arbitration level. If the supervising administrator is not responsible for the decision causing the grievance, the grievance may begin at Level II of the grievance procedure.

Subd. 6. Failure to Observe Time Limits. A grievance arises when the grievant knows or should have known of the events giving rise to the grievance. Failure to file a grievance within the time specified shall be deemed a waiver of the grievance.

Section 2. Level I.

Subd. 1. Written Submission. Within fifteen (15) days of the time a grievance arises, the grievant shall file with his or her supervising administrator, the "Employee Claim of Grievance". Within five (5) days of such filing, the grievant and the grievant's supervising administrator shall meet to attempt to resolve the claim of grievance. Within five (5) days of such meeting, the supervising administrator shall give his or her decision in writing to the grievant. If the grievance is denied, the supervising administrator shall state in reasonable detail the reasons for the denial.

Subd. 2. Jurisdiction. If the grievance is not within the jurisdiction of a Level I supervising administrator, the grievance may be initiated at Level II. In such instance, the "Employee Claim of Grievance" shall be filed within fifteen (15) days of the time the grievance arises.

Section 3. Level II.

Subd. 1. Written Submission. If the grievance is not settled at Level I, the grievant may, within five (5) days of receipt of the supervising administrator's decision submit to the Superintendent and/or his/her Designee a written "Employee Claim of Grievance" signed by the grievant. A copy shall be given the supervising administrator at the same time.

Subd. 2. Meeting. Within fifteen (15) days of the receipt of the "Employee Claim of Grievance", the Superintendent and/or his/her Designee or such other person as may be designated, shall meet with the grievant. Within fifteen (15) days after the Level II hearing, the Superintendent and/or his/her Designee or other representative shall give the decision on the grievance in writing. The decision shall include statements in reasonable detail for the action taken.

Section 4. Level III.

Subd. 1. Written Submission: 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 five (5) days after receipt of the decision in Level II.

Subd. 2. Meeting: If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within fifteen (15) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Subd. 3. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

Section 5. Level IV. Arbitration.

Subd. 1. Appeal. If the grievance is not resolved at Level II, either the grievant, or the School Board shall have the right to appeal the dispute to an arbitrator. The appeal shall be filed in the Superintendent and/or his/her Designee's office within fifteen (15) days from the written decision of Level III is received by the grievant. If the School Board appeals, a copy of the appeal shall be provided the grievant and the EMLF.

Subd. 2. Arbitration Procedures.

- a) Selection. Within ten (10) days after the appeal is filed, the appealing party shall file a written request with BMS for a list of five (5) arbitrators. The appealing party shall provide the other party with a copy of such request. The parties shall alternately strike names from the list until one (1) name remains and that person shall be the arbitrator. A flip of the coin shall determine who strikes first. Failure to agree upon an arbitrator or the failure to request an arbitrator within the time periods provided the grievance shall constitute a waiver of the grievance.
- b) Hearing. The arbitrator shall schedule a hearing at which each party shall have the right to representation as they may choose and the opportunity to submit evidence, offer testimony and make written or oral arguments.
- c) Powers of Arbitrator.
 - 1) Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances which are properly before the arbitrator under the provisions of this Article. The arbitrator shall have no power to add to, subtract from disregard, alter, or modify any of the terms of this Agreement. He or she shall have no power to establish salaries different than established in this Agreement.

2) Consideration. The arbitrator, in considering any issue, shall give due consideration to:

a) Teachers. The statutory rights and obligations of the teacher or teachers; and

b) School Board. The statutory rights and obligations of the School Board, which in the exercise of its inherent managerial policy, operates the affairs of the School District for the various public interests therein represented.

d) Decision. The decision of the arbitrator shall be made within twenty (20) days after the close of the hearing. There shall be no appeal from an arbitrator's decision if within the scope of his or her authority as herein set out, and such decision shall be final and binding on the parties.

e) Expenses. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

f) Time Limits and Level Waiver. Failure by either party to advance a grievance within the time lines of the grievance procedures shall constitute a waive of the grievance.

Section 6. Other Proceedings. While a teacher has a proceeding pending in another forum, the subject matter of which may constitute a grievance under this Agreement, the teacher waives his or her right to pursue it to arbitration under this Section. Another forum is defined as including, but not limited to, a proceeding or complaint in a federal or state court of law or before an administrative tribunal, federal agency or state agency.

ARTICLE XIV

MATCHING ANNUITY PROGRAM AND HRA

Section 1. Matching Annuity Program Eligibility. The Matching Annuity Program will be implemented beginning with the 2001-2002 school year subject to M.S. 356.24 and the Internal Revenue Code 26U.S.C. 403 (b) Teachers who are employed by the School District on a regular (not substitute) teacher contract, are eligible to participate in the Matching Annuity Program contribution benefits. Part-time teachers shall earn pro-rated contribution benefits. Teachers on extra-duty assignments or extended contracts shall earn no more than the yearly School District contribution level corresponding to their respective years of service. Effective with the 2002-03 school year a teacher must not be receiving unemployment compensation, and meet continuing contract rights and responsibilities as defined in MN Statute §122A.46 in the District and the master Agreement to be eligible for the Matching Annuity balance due upon retirement, as defined in Section 6 of this ARTICLE.

Section 2. Match Deductions.

Subd. 1. Yearly Contributions. Yearly contributions made by the School District to a qualified employee's Matching Annuity shall be deducted from the \$45,000 (or \$43,000) contribution with any balance remaining due to the eligible employee upon retirement. Any certified staff hired after July 1, 2004 will not qualify for any balance remaining. One-third of the remaining balance will be paid in the first pay period in each July following retirement for three years.

Subd. 2. Any employee having been employed by the District for fifteen consecutive years or more shall neither gain nor lose severance value during any duly approved Mobility Leave as defined in Minn. Stat. 354.05, Subd. 13. Neither the Employee nor District shall make any annuity contributions during the Mobility Leave. Upon official return to the District, the employee may resume yearly contributions with District match per the requirements and restrictions set forth in Article XIV Matching Annuity.

Section 3. Severance and HRA Contribution at end of Service. Employees who retire must have their severance deposited into the HRA. Under the terms of the Master Agreement, eligible employees have earned a severance benefit. The District shall fulfill the benefit obligation to the EMLF member by making a payment contribution into the HRA account of an amount equal to 100% of the benefit for that year.

Section 4. Matching Annuity Payments. Teachers shall be eligible for Matching Annuity payments, payable by the School District in twenty-four (24) equal payments beginning in July of each year when they select to participate in an approved Matching Annuity Program.

Section 5. Matching Annuity Amounts/Match Matrix. The following matrices shall be used to determine the maximum School District contribution levels per school year.

Match Matrix

Continuous Years of Service for those hired after July 1, 2010.

Equivalent Steps on Salary Schedule for those hired before July 1, 2010

Matched Contribution to 2004-05 Years and Thereafter

1 - 3	No Match
4 - 10	\$ 500
11- 13	\$1,000
14 - 20	\$1,500
21 +	\$2,000

Maximum School District Contribution: \$43,000.

Section 6. Teachers Covered. Any teacher with fifteen (15) years of continuous service in the School District if said teacher has attained eligibility for Teacher's Retirement Association (TRA) or the Public Employee's Retirement Association (PERA) benefits shall be eligible for a School District contribution with a guaranteed lifetime sum of \$43,000. Continuous Service is defined as service not interrupted by a resignation or retirement.

Section 7. Deadline. By June 1 of each year, eligible teachers shall declare their intent to participate in the Matching Annuity Program by submitting a signed Intent to Participate form to the School District Payroll Office. Responsibility for filing an Intent to participate form each year is solely the responsibility of the teacher. Failure to file an Intent to Participate form by June 1st shall exclude the teacher from participation in the Matching Annuity Program during the next fiscal year.

Teachers newly eligible for the Matching Annuity Program shall receive a notice of eligibility from the School District prior to May 1st of the year of initial eligibility (teachers not receiving the eligibility notice shall be permitted to submit their Intent to Participate form after June 1st. An Intent to Participate form must be signed and submitted only if the teacher changes equivalent Steps on the Salary Schedule/Matched Contribution levels or if the teacher desires to change the amount of their contribution/match for some reason. Once received by the School District, the Intent to Participate forms are irrevocable for that school year and will continue for each subsequent school year unless modified by the teacher who must submit a new form by June 1st and also notify the annuity carrier.

Section 8. Separation of Services. Teachers who, for whatever reason, leave the service of the School District prior to retirement shall retain ownership of School District contributions and personal contributions made on their behalf to the date of discontinuance of service. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of service. Teachers whose service ends before they have met the age and service requirements provided for in Section 1 of this Article shall waive all rights to that benefit. A teacher eligible for the Matching Annuity Program as defined in this Article or his/her estate shall receive the School District benefit of \$43,000 (balance due), if the teacher dies or is otherwise eligible for permanent TRA disability. If the School District has met the maximum School District contribution lifetime limit (\$43,000) in match contributions, the teacher or his/her estate shall not be eligible to receive further School District match contributions or be entitled to a balance payment upon retirement/separation of services.

Section 9. Payout of Severance Dollars for Deceased Teachers. Teachers participating as outlined in the Matching Annuity Program as outlined in the contract, who pass away while in service to the District and who have 30 or more continuous years of teaching in Little Falls Schools, will have their beneficiaries receive the guaranteed lifetime sum of \$43,000 minus the match contribution as outlined in the contract. If the District has met the maximum School District contribution lifetime limit, the estate shall not be eligible to receive further match contributions. The remaining severance dollars will be paid to the teacher's HRA account in three equal annual installments with the first installment occurring when possible within a month of the teacher's passing and the second and third installment(s) at the beginning of each fiscal year thereafter.

Section 10. Excess Teacher Contributions. Teachers who participate in the Matching Annuity Program may contribute any dollar amount in excess of the maximum yearly School District contribution. IRS rules control the total maximum amount any teacher may contribute to an Annuity Program.

Section 11. Approved Vendors. The School District and the teacher will direct their contributions to the same state-approved Matching Annuity company selected by the teacher pursuant to M.S. 356.24 and the match matrix. The School District will match a teacher's contribution dollar-for-dollar, up to the maximum yearly School District contribution provided for in the match matrix.

Section 12. Investment Responsibilities. Management of both the portfolio or individual investments and the School District contributions shall be solely the responsibility of the teacher in whose name these investments have been made. The School District assumes no current or future liability for contributions made to these plans or for investment earnings (losses) which may accrue to these portfolios as a result of investment decisions which are made by the teacher. Teachers are not to construe the Plan or the School District contributions to the Plan or the opportunity of the teacher to match such contributions as legal, tax, or investment issues relating to contributions in the Plan. The School District has neither reviewed nor approved any investment program which the teacher may obtain by way of contributions under the Matching Annuity Program. Upon participation in the Plan, the teacher agrees to indemnify and hold harmless in Independent School District #482 from any adverse investment experience arising from or connected with contributions to the Matching Annuity Program.

Section 13. Retirement. The teacher shall submit a written retirement letter to the School District prior to March 1 of the school year at the end of which the teacher wishes to retire. A teacher submitting such a letter shall be eligible for the balance of the guaranteed payout of the matching annuity program.

Subd. 1. Subject to the limitations listed here, the School District will contribute an amount equal to the value of the employee's balance on the severance pay as described above in Section 2 directly into the retiree's HRA account. The retiree will not receive any direct payment from the School District for severance pay.

Subd. 2. Should an eligible employee pass away and not have a surviving spouse, or any eligible dependants, the amount of severance payable by the district on behalf of the eligible employee will be paid directly to the estate of the deceased employee.

Subd. 3. The School District will only make contributions to investment vendors that have hold harmless agreements on file with them. For purposes' of calculating the maximum deferral limit, the School District will provide the retiree with the contribution information for the previous twelve (12) months. The retiree will then submit the calculation of maximum deferral from the vendor to the School District.

Section 14. Health Insurance Benefits and HRA

Subd. 1. Health Insurance Benefits. A teacher who retires will be entitled to continued participation in the School District's group health insurance program until eligible for Medicare.

Subd. 2. HRA. The District will establish an HRA account, formed pursuant to IRS Revenue Ruling 2002-41 and Notice 2002-43, and MS Statute 2005, 352.98, in each teacher's name; however part-time teachers shall earn prorated HRA contribution benefits. The District will select the HRA vendor. Teachers who, for whatever reason, leave the service of the School District prior to retirement shall retain ownership of the contributions made on their behalf to the date of discontinuance of service. Teachers will have access to these funds in the manner the Vendor prescribes. The School District shall retain no current or future liabilities for said investment programs.

Subd. 2.1. Contributions

- a) The District's annual contribution to individual teacher HRA accounts shall occur on September 15.
- b) Teachers with less than fifteen years of continuous service to the District shall receive an annual contribution of \$500.

- c) Beginning at the start of the 15th year of continuous service to the District teachers shall receive an annual contribution of \$2750.
- d) The maximum amount of contribution to an individual HRA account under this section will be \$45,000. The amounts contributed to individual HRA accounts in the 2006-07 fiscal year will be used in calculating the total contribution.

Subd. 2,2. For employees who retire under the stipulations described in Section 6 during the following years, the District will contribute into the employee's HRA an additional amount. This amount will be paid into the employee's HRA on September 15 following the fiscal year of retirement and on September 15 for each of the five (5) years after that for a total of six (6) payments.

2007-08	\$4000
2008-09	\$3750
2009-10	\$3500
2010-11	\$3250
2011-12	\$3000
2012-13	\$2750
2013-14	\$2500
2014-15	\$2250
2015-16	\$2000
2016-17	\$1750
2017-18	\$1500
2018-19	\$1250
2019-20	\$1000
2020-21	\$ 750
2021-22	\$ 500

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 1. Meet and Confer. The School District and the EMLF shall meet and confer according to PELRA.

Section 2. Meet and Negotiate. The School District and the EMLF shall meet and negotiate according to P.E.L.R.A. and this Agreement.

Section 3. Effects of Laws, Rules and Regulations. The EMLF recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services for which employed by the School District and shall be governed by the Statutes of the State of Minnesota and by School District rules, regulations, directives and orders issued by properly designated officials of the School District. The EMLF also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provisions 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.

ARTICLE XVI

EARLY CHILDHOOD FAMILY EDUCATION/SCHOOL READINESS TEACHERS

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

Subd. 1. Teachers in the ECFE programs and the School Readiness programs must have specific licensure in Early Childhood Education, Parent Education or Pre-Kindergarten.

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

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

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

Subd. 1. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE teachers.

a) given the fluidity of the program, increasing/decreasing work assignments by up to two classes will not be considered an increase/reduction of contract.

b) if program cuts result in permanent loss of position or reduction of contract greater than two classes per week, the reductions will be made in inverse order of seniority.

c) ECFE/SR teachers will be placed on lay off for a period up to 36 months and shall be rehired in order of seniority at the same step and lane that they were on when placed on lay off

Subd. 2. As additional funding of the basic ECFE/SR programs becomes available, the District will offer additional hours to the most senior ECFE/SR hourly teachers.

Subd. 3. If all of the above conditions have been met, the District will have the right to post and hire additional staff to fill the needs of the basic ECFE/SR programs. However, the District and EMLF recognize that ECFE/SR teachers who have been laid off from their ECFE/SR positions as a result of Little Falls leaving the Mid-State Education Cooperative have rights afforded under MN 123A.33 subsection 10.

Subd. 4. If an ECFE/SR non-probationary teacher has been approved for a leave of absence following the guidelines in the master agreement, the person replacing the teacher on leave will have no expectations or rights for retaining those hours, or a similar number of hours, upon the completion of the teacher's leave of absence. The teacher on leave retains seniority rights.

Section 5. Compensation: Placement on the proposed ECFE /SR Salary Schedule shall be determined by the same requirements that are stated in the Master Agreement Article VII, Section 2 (pg.16). To determine the original placement of the ECFE/SR teacher on the salary schedule, proof of credits earned must be presented upon hiring. A successful year of teaching will result in the awarding of one (1) increment on the salary schedule.

Section 6. Leave

Subd 1. Sick Leave: Sick leave will be based on the basic ECFE/SR contracted hours given at the beginning of each school year, and/ or session (if hours have changed from session to session), and will not include travel hours. Each teacher will be credited with 6.5% of contracted hours for sick leave per session. Sick leave may accumulate to 250 hours. All sick leave shall be approved by the Superintendent's Designee. Such requests shall be made on the appropriate leave form upon return to duty.

Subd. 2. Personal Leave: ECFE Personnel who teach 1-3 classes per week will receive 3 hours of personal leave per ECFE session. ECFE Personnel who teach 4 or more classes will receive 6 hours of personal leave per ECFE session. Employees who work both the Fall and Winter/Spring Session will earn a maximum of 12 hours of personal leave.

- a) Employees may accumulate up to 24 hours. Such leave may be carried over from year to year to a maximum of 24 hours.
- b) Employees shall inform the Superintendent's Designee regarding payment or accumulation of leave by each June 1.

- c) Advance Notice: Request for personal leave shall be submitted to the Superintendent's Designee at least forty-eight (48) hours in advance, but not to exceed thirty (30) days in advance, on the appropriate form, except in case of an emergency.
- d) Limit: The number of ECFE personnel on leave at any time shall not exceed one (1) or 6% of ECFE staff covered by this agreement.

Section 7. Prep Time: ECFE/SR teachers will receive weekly preparation time at a rate of .2 hours of prep time for each contact hour of teaching. Contact hours shall be those hours that ECFE/SR classes have parents and/or children in attendance. Non-teaching assignments that are part of a teacher's contracted hours will not be included in the calculation of prep time. There will be a minimum of one hour prep for each person with a teaching assignment.

Section 8. Matching Annuity and HRA:

Subd. 1. Matching Annuity: Based upon the work agreement for each year which includes contract hours, ECFE teachers shall earn prorated benefits in accordance with the yearly School District contribution matrix, based on their actual years of service and their estimated number of hours to be worked in each contract year. The employee's deduction will be made over a stated period of time; however the matching payments from the District will be made to the provider over 26 weeks.

Subd. 2. HRA: Based upon the work agreement of each year which includes contract hours, ECFE teachers shall earn prorated benefits in accordance with ARTICLE XIV, Section 14, based on their actual years of service and their estimated number of hours to be worked in each contract year.

Section 9. Applicable Sections of the Master Agreement: ECFE teachers shall be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, continuing contract teachers:

Article I.....Purpose

Article II.....Recognition of Exclusive Representative, Sections 1 & 2

Article IVSchool District Rights, Section 1, Subd., 1 & 2.

Article V.....Teacher Rights, Sections 1,2,3,4,6, & 7.

Article VIExclusive Representative Rights, Sections 1,3 & 4.

Article VII.....Basic Schedules and Rates of Pay, Sections 1, 2, 3, & 7.

Article X.....Leaves of Absence, Sections 4,5,7,8 & 10.

Article XIII.....Grievance Procedure.

Article XIVMatching Annuity Program: ECFE teachers may participate in the 403b matching program outlined in Sections 1,9,10, & 11 as modified by Section 8 of this article.

Article XV.....Miscellaneous Provisions, Sections 1 & 2.

Section 10. Sections of the Master Agreement NOT Applicable: ECFE teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, continuing contract teachers:

Article IIIDefinitions

Article IVSchool District Rights, Sections 2 & 3.

Article V.....Teacher Rights, Sections, Section 5: MS 122A .40 does not apply except in regards to the Peer Review Process.

Article VIExclusive Representative Rights, Section 2: Association Leave does not apply as written.

Article VII.....Basic Schedules and Rates of Pay, Section 4 does not apply (replaced by language of this Article). Sections 5 & 6 do not apply.

Article VIII.....Extra Curricular Schedule and Assignments, does not apply.

Article IX Group Insurance, does not apply.

Article X.....Leaves of Absence, Sections 1,2,3,6,9, and 11 do not apply.

Article XIHours of Service, does not apply.

Article XII.....Length of School Year, does not apply.

Article XIVMatching Annuity Program: Sections 2,3,4,5,6,,8,12, & 13 do not apply.

Article XV.....Miscellaneous Provisions, Section 3 does not apply

Article XVIDuration, Section 3 does not apply.

Section 11. Hours of Service, Duty Day, Duty Week, and Duty Year: Recognizing the unique, changing, and irregular nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the program.

Subd. 1. Determining Contracted Hours To determine the number of contracted hours, the following criteria in the order stated will be used for an ECFE teacher with a continuous contract:

- a) The seniority list will be used in descending order.
- b) Teachers working one evening a week will be given at least 12 hours of daytime hours. Daytime hours are those offered between the hours of 8:00 AM and 6:00 PM.
- c) Teachers willing to work 2 evenings per week will be given additional hours based on seniority and proper licensure.
- d) If a teacher chooses to reduce the number of evenings worked per week, the number of daytime hours will also be reduced and offered to other staff

according to the above criteria, seniority and proper licensure.

- e) Included in the contracted assignments for the year (for ECFE staff only), are in-service hours and bimonthly staff meetings hours. Additional workshop hours will be granted on available funds and administrative discretion.
- f) Any additional hours, including basic day, evening or experimental hours shall be offered to those ECFE teachers interested, based on seniority and proper licensure.

Subd. 2. Basic Assignments plus Temporary or Experimental Hours: If a portion of the teacher's annual allocation of hours of employment includes hours that are funded as temporary or experimental ECFE programs, then his/her annual total allocation of hours employed for the next school year will be limited to those hours which were not funded by the temporary or experimental program. The experimental and temporary hours of employment for ECFE hourly teachers are subject to the Memorandum of Understanding for such hours of employment.

Subd. 3. Temporary or Experimental Hours in lieu of Basic Assignments: The teacher and the District may mutually agree to reduce all or part of a teacher's basic assignment for the purpose of replacing such hours with temporary or experimental hours. If these temporary or experimental hours are subsequently reduced, the teacher will be restored to the number of hours that constituted his/her basic assignment prior to the agreement to reduce such hours. The experimental and temporary hours of employment for ECFE hourly teachers are subject to the Memorandum of Understanding for such hours of employment.

Subd. 4. Annual Notice of Assignment Contents: Assignments which include hours for programs listed under Subd. 2 and Subd 3 of this article must be identified in writing on the attached annual Notice and Agreement of assignment form.

ARTICLE XVII

DURATION

Section 1. Term and Reopening Negotiations. Except as may be otherwise provided herein, this Agreement shall remain in full force and effect for the period commencing July 1, 2009 through June 30, 2011, and thereafter until modifications are made pursuant to PELRA. Unless otherwise mutually agreed, the parties shall not commence negotiations for the subsequent contract prior to March 1st of the calendar year in which the Agreement expires.

Section 2. Effect. This Agreement constitutes a full and complete agreement between the School District and the EMLF representing the teachers of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions concerning terms and conditions of employment.

Section 3. Finality. Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except as otherwise provided in Article IV, Section 2, (New Positions).

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

Section 5. Continuous Service. During the term hereof, teachers shall perform services including extra-curricular activities consistent with Minnesota Statutes (179.64). This section shall be void if the PELRA is amended to restrict the teacher's limited right to strike.

SCHEDULE "B"

LITTLE FALLS COMMUNITY SCHOOLS.
LITTLE FALLS, MINNESOTA

EXTRA-CURRICULAR SALARY SCHEDULE

BASE SCHEDULE:

BASE

2009-2010	\$5,065
2010-2011	\$5,166

CONTINUOUS SERVICE MULTIPLIER: The years of “continuous” service multiplier shall provide additional compensation to coaches and advisors who remain active in academic and athletic offerings as listed in:

- (1) Sections I - all subsections
- (2) Section II - Subsections B, C, E, and F.
- (3) Section III - Subsection B; High School Knowledge Bowl Advisor and Middle School Knowledge Bowl

Compensation shall be retroactive to the first year of assignment in each category listed in this section. If a coach or advisor should resign or be removed from the assignment and create a lapse in continuous service, he/she shall be compensated at the base level at such time he/she returns to that same category and/or assignment. Individual sports that are offered to both boys and girls shall be considered as one category for purposes of the Continuous Service Multiplier. An approved Leave of Absence shall not be considered a lapse in continuous service.

	2009-2010	2010-2011
Years 0-5 years (Base)	\$5,065	\$5,166
Years 6-10 years (Base +5%)	\$5,318	\$5,424
Years 11+ (Base +10%)	\$5,572	\$5,683

I. ATHLETIC ACTIVITIES

A. Football Secondary

(a) Head Football	1.10
Ass't Football (each)	.75
10 th Grade	.65
Ass't 10 th Grade	.60
9 th Grade	.65
Ass't 9 th Grade	.60
Middle School - 8 th Grade	.45
- Ass't 8 th Grade	.35
- 7 th Grade	.40
- Ass't 7 th Grade	.35

B.	<u>Boys Basketball Secondary</u>	
	(a) Varsity	1.10
	Ass't Varsity (each)	.75
	10 th Grade	.75
	9 th Grade	.65
	Middle School - 8th Grade	.45
	- 7th Grade	.40
C.	<u>Boys Baseball Secondary</u>	
	(a) Varsity	.85
	Ass't Varsity (each)	.60
	10 th Grade	.55
	9 th Grade	.55
	Middle School - 8 th Grade	.40
	7th Grade	.40
D.	<u>Track Secondary (Girls & Boys)</u>	
	(a) Varsity Girls & Boys	1.10
	Ass't	.60
E.	<u>Cross Country Secondary</u>	
	(a) Varsity Boys Head Coach	.75
	Varsity Girls Head Coach	.75
	Ass't	.60
F.	<u>Wrestling Secondary</u>	
	(a) Varsity	1.10
	Ass't Varsity (each)	.75
	9 th Grade	.65
	Middle School	.45
G.	<u>Boys Golf Secondary</u>	
	(a) Varsity	.75
	Ass't Varsity (each)	.60
H.	<u>Boys Hockey</u>	
	(a) Varsity	1.10
	Ass't Varsity (each)	.75
I.	<u>Boys Soccer</u>	
	(a) Head	.75
	Assistant	.60
J.	<u>Girls Basketball Secondary</u>	
	(a) Varsity	1.10
	Ass't Varsity (each)	.75
	10 th Grade	.75
	9 th Grade	.65
	Middle School - 8th Grade	.45
	- 7th Grade	.40

K.	<u>Girls Tennis Secondary</u>	
	(a) Varsity	.75
	Ass't Varsity (each)	.60
L.	<u>Gymnastics Secondary (7-12)</u>	
	(a) Varsity Head	1.00
	Ass't Varsity (each)	.65
M.	<u>Girls Volleyball Secondary</u>	
	(a) Varsity	1.00
	Ass't Varsity (each)	.60
	10 th Grade	.55
	9 th Grade	.55
	Ass't 9 th Grade	.50
	Middle School - 8th Grade	.40
	- 7th Grade	.35
N.	<u>Girls Swimming Secondary</u>	
	(a) Varsity	1.00
	Ass't Varsity (each)	.70
	Middle School	.40
O.	<u>Girls Hockey</u>	
	(a) Varsity	1.10
	Assistant	.75
P.	<u>Girls Soccer</u>	
	(a) Varsity	.75
	Assistant	.60
Q.	<u>Girls Softball Secondary</u>	
	(a) Varsity	.85
	Ass't Varsity (each)	.60
	9 th Grade	.55
	Middle School - 8th Grade	.40
	- 7th Grade	.40
R.	<u>Nordic Ski (Boys and Girls)</u>	
	(a) Head	1.00
	Assistant	.60
S.	<u>Special Olympics</u>	
	(a) Head	.35
	Assistant	.15
T.	<u>Strength and Conditioning</u>	
	(a) Fall	.37
	Winter	.37
	Spring	.37

II. NON - ATHLETIC ACTIVITIES

A. Music

High School Vocal	.65
High School Instrumental	.90
Middle School Vocal	.30
Middle School Instrumental	.45
Elementary Vocal	.30
Elementary Instrumental (all elementary)	.35
Elementary Concert Art Director	.10

B. Drama

High School Fall Production	.40
High School One Act Play	.40
Musical Director	.75
Musical Assistant Director	.30
Musical Orchestra	.20
Middle School One Act Play Director	.30

C. Speech

Head Speech High School	1.00
Ass't Speech High School	.40
Middle School Speech	.45

D. Publications Supervisor

High School Yearbook	.65
Middle School Yearbook	.40

E. Club Advisors

* BPA	.15
* DECA	.80
Drama Club	.10
* FFA	.75
International Club	.10
Letterman's Club	.50
Math League Coach - HS	.35
Student Council- HS	.30
Student Council - MS	.10
Target Program	.30

* These positions must be filled by a member of the department

F. Miscellaneous

Homecoming (2 advisors – each)	.25
Spring Formal (2 advisors – each)	.20

III. COORDINATING POSITIONS

A. Department Chairperson or Grade Representatives

One to Four Member Department or Grade	.15
Five to Nine Member Department or Grade	.20
Ten or More Member Department or Grade	.25

B. Others

Academic Triathlon	.10
Building Testing Coordinator	.40
Concession Stand Coordinator	.50
Continuing Education Chairperson	.20
Special Education Chair	.20
Guidance – High School	.20
High School Stage Manager	.50
Knowledge Bowl Advisor - HS	.50
Knowledge Bowl Advisor - MS	.40
LINK Crew Advisor-HS (2 advisors - each)	.15

IV. PER DIEM POSITIONS RATES

A. Inter-Faculty Substitute (Elementary & Secondary)

30 minutes or less	Substitute Rate Divided by 12
Over 30 minutes	Substitute Rate Divided by 6

B. Interpreter/Translator \$35 per hour

C. Hourly Rates Schedule: All assignments and activities, as well as duty hours, must be pre-approved by the District.

Assignment/Activity	Hourly Rate
Curriculum Writing	\$18
New Teacher Training	\$18
Participation in a Staff Development Class	\$18
School Project Work	\$18
Targeted Services Instruction	\$25
Teaching a Staff Development Class	\$25

SCHEDULE A									
	YEARS OF	2009-10 SALARY SCHEDULE							
INCREMENT	EXPERIENCE	BS	BS15	BS30	BS45	BS60/MS	BS80/MS15	MS30	MS45
1	0	31028	32275	33517	34762	36005	37250	38491	39736
2	1	32260	33598	34939	36281	37613	38958	40298	41637
3	2	33488	34927	36360	37796	39232	40665	42101	43537
4	3	34721	36251	37784	39312	40842	42375	43906	45437
5	4	35948	37580	39204	40832	42455	44083	45710	47338
6	5	37182	38903	40627	42344	44071	45795	47513	49238
7	6	38410	40228	42047	43864	45684	47502	49317	51140
8	7	38410	41556	43468	45381	47294	49209	51122	53037
9	8	38410	41556	44889	46901	48907	50920	52929	54939
10	9	38410	41556	44889	48418	50521	52627	54732	56837
11	10	38410	41556	44889	48418	50521	52627	54732	56837
12	11	38410	41556	44889	48418	50521	52627	54732	56837
13	12	40407	43555	46889	50417	52521	54624	56730	58835
14	13	40407	43555	46889	50417	52521	54624	56730	58835
15	14	40407	43555	46889	50417	52521	54624	56730	58835
16	15	40407	43555	46889	50417	52521	54624	56730	58835
17	16	40407	43555	46889	52192	54294	56399	58504	60610
18	17	40407	43555	46889	52192	54294	56399	58504	60610
19	18	40407	43555	46889	52192	54294	56399	58504	60610
20	19	40407	43555	46889	52192	54294	56399	58504	60610
21	20	40407	43555	46889	52192	54294	56399	58504	60610
22	21+	40407	43555	46889	53963	56065	58171	60276	62381

SCHEDULE AA									
	YEARS OF	2010-11 SALARY SCHEDULE							
INCREMENT	EXPERIENCE	BS	BS15	BS30	BS45	BS60/MS	BS80/MS15	MS30	MS45
1	0	31649	32921	34187	35457	36725	37995	39261	40531
2	1	32905	34270	35638	37007	38365	39737	41104	42470
3	2	34158	35626	37087	38552	40017	41478	42943	44408
4	3	35415	36976	38540	40098	41659	43223	44784	46346
5	4	36667	38332	39988	41649	43304	44965	46624	48285
6	5	37926	39681	41440	43191	44952	46711	48463	50223
7	6	39178	41033	42888	44741	46598	48452	50303	52163
8	7	39178	42387	44337	46289	48240	50193	52144	54098
9	8	39178	42387	45787	47839	49885	51938	53988	56038
10	9	39178	42387	45787	49386	51531	53680	55827	57974
11	10	39178	42387	45787	49386	51531	53680	55827	57974
12	11	39178	42387	45787	49386	51531	53680	55827	57974
13	12	41215	44426	47827	51425	53571	55716	57865	60012
14	13	41215	44426	47827	51425	53571	55716	57865	60012
15	14	41215	44426	47827	51425	53571	55716	57865	60012
16	15	41215	44426	47827	51425	53571	55716	57865	60012
17	16	41215	44426	47827	53236	55380	57527	59674	61822
18	17	41215	44426	47827	53236	55380	57527	59674	61822
19	18	41215	44426	47827	53236	55380	57527	59674	61822
20	19	41215	44426	47827	53236	55380	57527	59674	61822
21	20	41215	44426	47827	53236	55380	57527	59674	61822
22	21+	41215	44426	47827	55042	57186	59334	61482	63629

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

FOR THE EDUCATION MINNESOTA LITTLE FALLS ASSOCIATION

EMLF President

Chief Negotiator

Dated this ____ day of _____, 20__.

FOR: INDEPENDENT SCHOOL DISTRICT #482

School Board Chair

School Board Clerk

District Chief Negotiator

Dated this ____ day of _____, 20__.

**Original Signatures on file with
LFCS #482 District Offices
and EMLF**