

# **ORONO EDUCATION ASSOCIATION MASTER AGREEMENT**

and the

## **ORONO INDEPENDENT SCHOOL DISTRICT 278**

Independence-Long Lake-Maple Plain-Minnetonka Beach-Orono

effective

**JULY 1, 2009 THROUGH JUNE 30, 2011**





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# MASTER AGREEMENT

between the

**ORONO INDEPENDENT SCHOOL DISTRICT 278**

and the

**ORONO EDUCATION ASSOCIATION**

**July 1, 2009 through June 30, 2011**

This Master Agreement is made and entered into by and between ORONO INDEPENDENT SCHOOL DISTRICT 278, Hennepin County, Minnesota, hereinafter referred to as the "School District," and the ORONO EDUCATION ASSOCIATION, hereinafter referred to as the "Association," pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the "PELRA," to provide the terms and conditions of employment for teachers during the term of this Agreement.

## ARTICLE I

### DEFINITIONS

Section 1.1 PELRA: Shall mean the Public Employment Labor Relations Act of 1971, as amended.

Section 1.2 Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the School District's personnel policies affecting the working conditions of the employees. In the case of Teachers, the term does not mean educational policies of the School District.

Section 1.3 Teacher: Shall mean all persons included in the appropriate unit of teachers employed in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendent, assistant superintendent, principals and assistant principals.

Section 1.4 Meet and Confer: The Board of Education or a committee thereof, which may include its representative, shall meet and confer with the Association which may include its representative in accordance with the PELRA.

Section 1.5 Board Policies: Shall mean those policies as set forth in the official Board Policies Manual.

Section 1.6 Days: Unless otherwise indicated, shall be defined as all weekdays, Monday through Friday, not designated as holidays by State law. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Section 1.7 School District: For purposes of administering this Agreement, the term, "School District", shall mean the Orono Board of Education or its designated representative.

Section 1.8 Board: Shall mean the Board of Education of Orono Independent School District  
278.

Section 1.9 Association: Shall mean the Orono Education Association.

Section 1.10 Other Terms: Terms not defined in the Master Agreement shall have those meaning as defined by the PELRA.

## ARTICLE II

### RECOGNITION, DUES CHECKOFF AND OTHER TEACHER RIGHTS

Section 2.1 Recognition. In accordance with the PELRA, the School District recognizes the Association as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Master Agreement. The Association shall represent all the teachers as defined in this Master Agreement and in the PELRA.

Section 2.2 Dues Check-off. The Association shall be allowed dues check-off for its members, provided that dues check-off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check-off pursuant to the PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct in 16 equal installments from the teacher's paycheck the dues that the teacher has agreed to pay to the Association during the period provided in said authorization.

Section 2.3 Fair Share Fee. In accordance with the PELRA, any teacher included in the appropriate unit who is not a member of the Association may be required by the Association to contribute a fair share fee for services rendered as exclusive representative. The Association shall notify in written letter form the payroll manager and each teacher of the amount of the fair share fee and shall certify that such fair share fee conforms to the requirements of the PELRA.

The School District will make a fair share fee deduction in the amount certified by the Association from each payroll check issued thirty (30) days or more subsequent to the School District's receipt of written notice from the Association that a fair share fee is required from such teacher. The School District will forward such fees to the Association, unless a challenge is filed pursuant to PELRA. The Association agrees to notify the School District promptly whenever any teacher subject to a fair share fee deduction becomes a member of the Association, and no further fair share fee deductions for such teacher will thereafter be made. Any dispute as to the amount of such fee shall be solely between the Association and the teacher involved.

The Association hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Association as provided herein.

Section 2.4 Right to Views. Nothing contained in this Master Agreement shall be construed to limit, impair or affect the right of any teacher or his/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 their betterment, so long as the same is not designed to and/or does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one, or the managerial rights of the School District, nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2.5 Right to Join. Pursuant to the PELRA, 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 the appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating those areas specified by the PELRA with the School District for such unit.

Section 2.6 Teacher's Personnel Files. All evaluations and files, wherever generated, relating to each individual teacher shall be available, according to MS 122A.40, Subd. 19, by appointment. The teacher may request approval of the supervisor for the placing of significant items in the file maintained by the personnel coordinator. 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 files written information in response to any material contained therein; provided, however, the School District may destroy such files as provided by law. After an item has been in the file three years, a teacher may appeal to the superintendent to have that item removed. The superintendent will review each request on a case-by-case basis and reach a decision. No decision with respect to these requests will be precedent setting.

## ARTICLE III

### MANAGEMENT RIGHTS

Section 3.1 Inherent Managerial Rights. The Association recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure and selection, direction and number of personnel.

Section 3.2 Management Responsibilities. The Association recognizes the right and obligation of the Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3.3 Effect of Laws, Rules and Regulations. The Association recognizes that all teachers covered by this Master Agreement shall perform the teaching and pupil supervisory services prescribed by the Board or its designee and shall be governed by the laws of the State of Minnesota, and by rules, regulations, directives and orders of the School District, issued by properly designated officials of the School District. The Association also recognizes the right, obligation and duty of the Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Master Agreement, and recognizes that the School District, all teachers covered by this Master 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 Master Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 3.4 Reservation of Managerial Rights. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Master Agreement are reserved to the School District.

## ARTICLE IV

### TEACHER DUTIES

Section 4.1 Teacher Duties. The teacher agrees to perform faithfully all the duties of a teacher in the School District, to follow the curriculum as approved by the Board, and to observe all policies, rules and regulations of the School District, to attend and participate in the institutes, conferences, teacher meetings and other educational functions that may be provided for the teachers of the School District, to use and accurately keep all registers and forms placed in the teacher's custody by the School District, to make all reports required by the School District and/or the laws of Minnesota and to devote full time and energy to his/her teaching duties. The teacher agrees to acquaint herself/himself with the rules and regulations as set forth in the Board Policies Manual and to abide by the same. All present Board policies binding upon teachers shall be included in this manual. Copies of the Board Policies Manual shall be available for the teachers; one in the media center and one in the building office in each building. Additions to this handbook shall be given to each building representative of the Association within one (1) week of the final Board approval of a new policy.

The supervisory duty system used will be communicated in writing to the teachers in each building by the appropriate building principal.

Section 4.2 Physical Examinations. A physical examination, at the School District's expense can be requested by the School District if it is felt that health is interfering with job performance. All teachers shall also take such tests and provide such reports as to their health as are required by statutes, rules or regulations promulgated by the State of Minnesota or any agency or department thereof.

Section 4.3 Teacher Duty Days. The Board shall, prior to May 15 of each school year, establish the number of school days and teacher duty days for the next school year, unless legislation after May 15 of that year changes the school days, teacher duty days or school year dates for the next school year. 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. There will be 184 duty days for each teacher. Teachers new to the School District, for their first complete year in the School District will have 185 duty days for the first year only. Any changes in the school calendar will be done in accordance with established meet and confer procedures. The School District recognizes the right of the Association to meet and confer regarding the number of teacher duty days and their placement on the school calendar.

Section 4.4 Counselor's Duty Days. Because of the nature of a counselor's work, the School District may require a counselor's employment to extend beyond the regular teacher's contract year. Any additional time will be prorated on the annual contract salary as set forth in Appendix A.

Section 4.5 Reporting Unavailability for Work. Teachers shall be informed of a telephone number or website they must call or access before 6:30 A.M. on days school is in session to report unavailability for work. On workshop, conference or other non-session duty days, the teacher shall call his/her principal's office before 8:00 A.M. Once a teacher has reported unavailability, it shall be the responsibility of the School District or sub service to arrange for a substitute teacher.

Section 4.6 Emergency School Closing. School days and teacher duty days canceled due to energy shortages, severe weather or any other emergency may be rescheduled at the discretion of the School District, and teachers shall perform services on such rescheduled days, if any. It is understood that the rescheduling of canceled days may include adjustments in the length of the work day (e.g., to allow a 4-day work week of longer work days), provided that the total weekly hours required of a teacher shall not be increased. The School District shall make reasonable efforts to reschedule canceled days prior to the last regularly scheduled work day for the school year. The School District recognizes the right of the Association to meet and confer regarding the rescheduling of days and changes in the length of the work day. When the schools are closed to students for any of the above reasons, teachers shall not be required to report for duty.

Section 4.7 Preparation Time The daily preparation time for an elementary school teacher must be comparable (proportional) to that provided secondary teachers in the School District within the student contact day. The preparation time may be scheduled during one uninterrupted time period or two uninterrupted time periods during the student contact day. By mutual written agreement, provided by appropriate building principal, a variation of this daily provision may be made.

Section 4.8 Normal Duty Day. A full-time teacher's normal duty day, inclusive of lunch as determined by the building administrator, shall be eight (8) hours.

## ARTICLE V

### TEACHER COMPENSATION

Section 5.1 Basic Salary Schedules. All basic salaries of teachers covered by this Agreement are set forth in Appendixes A and B, which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated periods. The salary schedules shall not be construed as a part of a teacher's continuing contract. In the event that a successor Agreement is not entered into prior to the expiration date of this Agreement, step increments will be paid at the time the new Agreement is executed or by the end of the fiscal year, whichever is earlier. Teachers earning a lane change in either year will be compensated as outlined in Section 5.16 of this article. In the event that Agreement negotiations extend into the second year, the first year increments will continue to be paid with the second year increments payable when the new Agreement is executed or by the end of the fiscal year, whichever is earlier. Teachers earning a lane change in either year will be compensated as outlined in Section 5.16 of this article.

#### Section 5.2 Withholding of Salary by School District.

(a) Inadequate Performance. The School District may withhold step increments and lane changes, or any portion thereof, or any other salary increases for inadequate performance. Evaluation of a teacher's effectiveness shall be made in consideration of both his/her own experience and preparation and the abilities and backgrounds of his/her pupils. General criteria for judging whether or not performance meets minimum standards shall include the following seven (7) major performance areas: professional preparedness and growth, planning, teacher-learning process, organization and control, logistics and physical environment, use of resources, and student evaluation. Principals, prior to recommending salary to be withheld under this section, shall present documented evidence of having held a minimum of two (2) counseling sessions with the affected teacher, document the deficiencies on a prescribed form, and give suggestions for improvement. A copy of his/her evaluation form may be requested at any time by the affected teacher. Any action withholding a salary increase shall be subject to the grievance procedures, including arbitration. Prior to initiating the withholding of increases in compensation, the School District shall adhere to the following procedures:

- (1) Notify the teacher that deficiencies exist which, if not corrected, could lead to the withholding action.
- (2) Explain fully and completely the deficiencies and proffer suggested corrections.
- (3) Offer administrative assistance in correcting the specified deficiencies.
- (4) Provide reasonable time for correction of the deficiencies.

(b) Misconduct or Other Good and Sufficient Reason. A teacher may be suspended without pay for misconduct or good and sufficient reason. Good and sufficient reason shall mean action by the superintendent, following an investigation and recommendation by the investigating officer. Suspension with pay may occur during the investigation period. Any such suspension is subject to the grievance procedure.

Suspension shall take effect upon the teacher's receipt of written notification from the superintendent to the teacher, stating the grounds for suspension together with a statement that the teacher may make a written request within five (5) days after receipt of such notification for a hearing before the Board to review the suspension. If no hearing is requested within such five (5) day period, it shall be deemed acquiescence by the teacher to the suspension.

If the teacher requests a hearing within the five (5) day period, the hearing shall take place within ten (10) days after receipt of the request for hearing. At the option of the Board, the hearing may be by a committee or a designated representative of the Board. The teacher shall be notified of the date, time and place of the hearing, and the Board shall issue its decision within ten (10) days after the conclusion of the hearing. The Board reserves the right to affirm, reduce or reverse the suspension action. In the event the suspension is reversed or reduced, the teacher shall be compensated for any salary loss during the period of the suspension not affirmed by the Board.

The decision of the Board shall be subject to the grievance procedure as provided in this Agreement commencing at the arbitration level, provided written notification requesting arbitration is received by the superintendent within five (5) days after receipt of the Board's decision.

Section 5.3 Initial Placement on Salary Schedule. Initial placement on the basic salary schedule shall be determined by mutual agreement between the individual teacher and the School District. If an appeal of this agreement is desired, such appeal may be presented to the Superintendent by the teacher directly or by the teacher through the appropriate administrator and/or a designee of the Association. Such appeal shall be made within one year of the initial agreement. When teachers are to be hired by the School District, a copy of the Master Agreement accompanied by a cover sheet listing Articles V, VI, and Appendix A, B, and C as suggested areas for review will be provided prior to a job offer and placement on the salary schedule.

Section 5.4 Step Advancement. The following provisions will govern step advancement for all teachers other than shared-time teachers:

(a) Full-Time Teacher. A full-time teacher will advance one (1) step for each full school year of employment, full year defined as 75% or more of full-time service in the preceding school year, until the top numerical step (non-career) of his/her training lane has been attained. Increment step changes for full-time teachers will be recognized on the salary schedule once annually at the beginning of each school year.

(b) Part-time Teachers. Salaries of part-time teachers will be prorated. Commencing in 1985-86, teachers working less than full-time will be granted step advancement annually on the following basis: 0-14 hours, 1/3 increment, and 15-29 hours, 1/2 increment. Commencing in 1987-88, step advancement for part-time teachers, defined as less than 75% prorata service, will occur as follows: the prorata percentage of service will be accrued on a continuous basis. In the year following the point at which the accrual is at 50% or higher, the teacher will advance one full step. Increment step changes for part-time teachers will be recognized on the salary schedule once annually at the beginning of each school year. If a part-time teacher is hired as full-time, any part-time service prior to 1985-86, for which full salary steps were granted, will be pro-rated to determine step placement as a full-time teacher.

(c) Shared Time Teachers. These step advancement provisions shall not apply to shared-time teachers who are governed by Article VIII of this Agreement.

Section 5.5 Hourly Rate. A full-time teacher's hourly rate is to be determined by the following formula: regular annual salary divided by (8 x actual contract days).

Section 5.6 Extra-Curricular Salaries.

(a) Extra Duty Assignments. Teachers involved in extra duty assignments as set forth in Appendix C, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.

(b) Extra Work Assignments. Extra work assignments such as ticket sales, bus supervision and timekeeping of games will be made by the appropriate building principal. The amount paid for this duty is specified in Appendix C. Week-end assignments will be paid at one and one-half (1 & 1/2) times the regular rate. Elementary teachers will be paid an "EXTRA ASSIGNMENT PAY" under APPENDIX C for one evening activity per contract year.

(c) Experience Credit. For teachers commencing an extra-curricular assignment on or after July 1, 1981, other experience in the same sport will be calculated as follows:

Full credit if going from higher to lower,

2/3 credit if going from lower to higher.

1/3 year in final total will be rounded downward, and 2/3 year in the final total will be rounded upward. Experience credit and step placement for teachers who commenced an extra-curricular assignment on or before June 30, 1981, will not be affected by the foregoing change.

(d) Change of Classification. Requests for extra-curricular salary classification changes will be considered through application to the appropriate building principal by April 1 of the year scheduled for negotiations. Any changes agreed upon will be included in the Master Agreement, and no additional requests will be considered until the next negotiations cycle.

(e) New Positions. Requests for new positions and for placement on the schedule shall be directed to the co-curricular committee, made up of five (5) School District representatives and five (5) Association representatives. The committee will make a recommendation to the School District and Association negotiation teams. At a minimum, a member of the Association's negotiation team shall convene the committee at the end of each contract period.

(f) Renegotiation of Extra-Curricular Schedule. Extra-curricular salaries will be reviewed at the same time regular salaries are negotiated.

Section 5.7 Salary Deduction and Additions. All deductions for partial absences will be made on the basis of the eight-hour day and forty-hour week. The daily rate, for purposes of calculating, will be the annual base salary of the teacher divided by the number of duty days in the school calendar adopted by the School District for that particular school year. Additional days worked by a teacher shall be similarly prorated. Any deductions for extra assignments shall be determined in each individual case.

Section 5.8 Regular Pay Period. Pay periods for all teachers shall be semi-monthly in twenty-four (24) equal installments annually beginning August 30. Semi-monthly payments shall be made the fifteenth (15th) and thirtieth (30th) of each month except that payment will be on the last preceding business day if the 15th or 30th falls on a weekend or holiday.

Section 5.9 Summer Salary Check Issuance. The School District will give at least one (1) week of written notice to each teacher each year of the following option: a teacher's summer salary shall be issued in one payment on the regular payroll of June 15 to any teacher who will be permanently terminating his/her employment or to any teacher who makes written application, using said notice from district office to the payroll manager in the district office no later than April 10 of the year in which the early salary payment is requested.

Section 5.10 Pay For Additional Assignments. All seasonal co-curricular assignments will be paid either in a lump sum on regular payrolls as follows: October 30 for fall assignments, March 15 for winter assignments, and May 15 for spring assignments or three times during the assignment at the written option of the teacher.

Payment for other assignments such as K-12 Curriculum Coordination, Departmental Chairmanship and Grade Level Coordination will be paid either in twenty-four (24) installments, per Section 5.8, or on May 15 at the written option of the teacher, using the co-curricular/extra duty assignment contract form initiated by the district office to indicate preference.

Hourly curriculum writing payments will be paid in a prompt fashion upon receipt of an authorized time card.

Section 5.11 Additional Pay for Post-Season Competition. Coaches, including cheerleading, required to work beyond the regular season will be paid as follows:

(a) When a team participates beyond the regular season, if the season extends more than two weeks from the last regular season game/match, the varsity and assistant varsity coaches in that activity will receive additional pay at the rate of five (5) percent of their coaching salary for each additional week after the two (2) week period.

b) When an individual student(s) competes beyond the regular season, the varsity and assistant varsity coaches in that activity will receive three (3) percent of their coaching salary for each additional week after the two (2) week period.

A coach who meets both criteria will receive the greater of the two amounts, but not both. In any activity whose post-season competition does not last more than two (2) weeks, if the team/individual participates in the State tournament, the above percentages will apply to that week. A week is defined as beginning each Monday. In cases where the first tournament game falls within the week when the final regular season game is held, that week will count as the first week.

At the discretion of the appropriate building principal, the coach may elect compensatory time in lieu of compensation by paying for the substitute teacher with all or part of the extended season pay.

Section 5.12 Minor Administrative Assignments. The superintendent, or his/her designee, shall determine stipends for minor administrative assignments. The School District will display assignment openings in each building's teachers' lounge and District Office bulletin board for a period of five (5) duty days prior to filling the position during the school year or ten (10) days during the summer. A copy of the display will also be given to the Association president at the time it is first displayed, or mailed to the president ten (10) days prior to filling the position if during the summer.

Section 5.13 Pay for Teaching Community Education Classes. Compensation for teaching community education classes, excluding summer band lessons, will be negotiated directly with the community education director.

Section 5.14 Levels of Training. All levels of training must be germane to the responsibility for which employed, as determined by the superintendent. If an appeal of the superintendent's decision is desired, such written appeal may be presented to the superintendent by the teacher directly or by the teacher through the appropriate administrator and/or a designee of the Association. Such appeal shall be made within one year of the superintendent's initial decision. For purposes of determining initial salary placement of a teacher, definitions of training relative to salary schedule lanes in Appendixes A and B shall be as follows:

(a) BA. A teacher who holds a Bachelor's degree with special preparation in the field of teaching and who is properly licensed as such by the State of Minnesota.

(b) BA + 10S. A teacher who holds a Bachelor's degree, plus fifteen (15) quarter hours or ten (10) semester hours of training toward the completion of the fifth year program or the Master's degree.

(c) BA + 20S. A teacher who holds a Bachelor's degree, plus thirty (30) quarter hours or twenty (20) semester hours of training toward the completion of the fifth year program or the Master's degree.

(d) BA + 30S. A teacher who holds a Bachelor's degree, plus forty-five (45) quarter hours or thirty (30) semester hours of training toward the completion of the fifth year program or the Master's degree.

(e) BA + 40S. A teacher who holds a Bachelor's degree plus sixty (60) quarter hours or forty (40) semesters hours of training.

(f) MA. A teacher who has completed one year of graduate work at an accredited college or university as defined in Section 5.16 (a) of this article and who has received an M.S., M.A., M.Ed. or M.F.A degree.

(g) MA + 10S. A teacher who holds a Master's degree, plus fifteen (15) quarter hours or ten (10) semester hours of training beyond the degree.

(h) MA + 20S. A teacher who holds a Master's degree, plus thirty (3) quarter hours or twenty (20) semester hours of training beyond the degree.

(i) MA + 30S. A teacher who holds a Master's degree plus forty-five (45) quarter hours or thirty (30) semester hours of training beyond the degree.

(j) MA + 40S. A teacher who holds a Master's degree plus sixty (60) quarter hours or forty (40) semester hours of training beyond the degree.

(k) Ed.S./Ph.D. A teacher who has been awarded a Specialist's or Doctor's degree at an accredited college or university meeting the criteria as defined in Section 5.16 (a) of this article.

(l) Credits Outside Degree Programs. In evaluating advanced credits of a new teacher that are not part of an approved Fifth Year, Master's, Specialist or Ph.D. program, the superintendent may grant approval for part or all of the credits, and such approval will not constitute a precedent.

(m) Fifth Year. A teacher who holds a Bachelor's degree and has completed a prescribed fifth year course of advanced study as planned and approved by the teacher's college or university authorities. This category is intended primarily for elementary, intermediate and lower middle school teachers. A teacher who has completed this program will be placed on the BA + 30S/45Q level of training.

Section 5.15 Licensure. Any teacher who had not achieved tenure as of July 1, 1990, must retain all fields of licensure from the date of hire or receive prior written approval from the superintendent to drop any part of such licensure. Upon mutual written agreement of both parties, in letter form signed by both parties, with mutually agreed time lines, pursuit of a masters degree will take precedence over this requirement but, in no case, will be precedent setting.

Section 5.16 Lane Changes.

(a) General Requirements for Credits. Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree and must be taken from a college or university accredited by the North Central Association of Colleges and Schools or other similar regional accrediting agencies. The Association will not object to the approval of credits from a non-accredited institution, but such approval shall not constitute a precedent.

Since the teacher's ability to perform fully his/her professional responsibilities is of primary importance, if the teacher's study program interferes with proper performance of his/her responsibilities, the superintendent shall have the right to limit the number of quarter/semester hours of credit that will be taken during the school year.

(b) Lane Changes. Individual contracts may be modified to reflect qualified lane changes any month from August through April. All increases will be prorated for the remainder of the Agreement year beginning the 1st of the month in which the lane change is requested and all the required paperwork is submitted. Official transcripts and "Application for Lane Change" form must be filed with the personnel coordinator by the 1st of the month (August through April). Lane changes will not be processed without the required paperwork. Payment will be begin by the 30th pay date of that month. Teachers on any B.A. lane who qualify for a lane change will not be granted more than one (1) additional increment step on the new lane regardless of the time spent on the previous lane and step.

(c) Prior Approval of Qualified Credits. Lane change credit must have the written approval of the appropriate building principal and superintendent prior to enrolling in the class and qualify as per the definition of "qualified credits". Qualified credits shall be defined as follows: those quarter or semester hours of academic credit that are approved by the superintendent or his/her designee that have been granted by an accredited college or university may be used for salary schedule lane change credits provided such credits were pre-approved in writing by the appropriate building principal and the superintendent. If the course which had written approval, at the time of registration, is dropped by the college or university, filled or otherwise unavailable, another course may be taken for credit if pre-approved by either the appropriate building principal or superintendent by telephone. Written verification of the telephone conversation with the appropriate building principal or superintendent shall be placed in the teacher's personnel file. The teacher shall submit a request in writing for formal approval as soon as possible. The Association will not object if the School District waives the application of the foregoing requirements in a particular case, and such waiver shall not constitute a precedent.

All course work taken to apply on the salary schedule will need the prior approval of the appropriate building principal and superintendent. This approval may be obtained by completing the form, "Application for Recognition of Credits", and conferring with the appropriate building principal. This restriction does not apply to those teachers accepted for and actively pursuing either an M.A. or Ph.D. program. Forms requesting prior approval of "in-field" and/or "general" course work may be obtained from the building secretary.

(d) Prior Approval for Work Beyond Bachelor's Degree. Any work taken beyond the Bachelor's degree, which a teacher expects to result in advancement on the salary schedule, must have the previous written approval of the appropriate building principal and superintendent. Failure to secure prior written approval of courses beyond the Bachelor's degree shall result in a one (1) year salary schedule penalty from the date of final written course approval by the appropriate building principal and superintendent. Commencing December 15, 1987, teachers holding a Bachelor's Degree may apply for approval of courses to be taken in the future that are not part of an approved Fifth Year or Masters program. At least six (6) credits of each ten (10) semester credit total required for a lane change must be earned in the field or fields taught and up to four (4) credits may be earned in general education. Teaching field definition is as follows: Secondary -- actual course work or methods courses in the field or fields taught; Elementary -- actual teaching field or methods courses in an academic field relating to specific subject matter being taught, i.e., teaching of reading, science, social studies, mathematics, etc. The superintendent may, in a particular case, approve a deviation from this requirement, upon written request, and such approval will not constitute a precedent. Written explanation will accompany any denial of request for course credit.

(e) Prior Approval of Master's Degree or Fifth Year Program. A teacher initiating a Master's degree program after June, 1969, or a Fifth Year Program after June, 1974, and expecting to have this work recognized on the salary schedule, must have the prior written approval of the program by the appropriate building principal and the superintendent. Failure to secure prior written approval of a Master's degree or Fifth Year Program shall result in a one year salary schedule advancement penalty from the date of final program approval by the appropriate building principal and superintendent. Approval by the superintendent of a teacher's degree program outside the teaching field shall not constitute a precedent binding.

(f) Prior Approval for Work Beyond Master's Degree. Any work hereafter taken beyond the Master's degree, which a teacher expects to result in advancement on the salary schedule, must have the previous written approval of the appropriate building principal and superintendent. All credits which serve to advance a teacher on the salary schedule beyond the Master's degree must have been approved and earned after the date of the granting of the degree. Failure to secure prior written approval of courses beyond the Master's degree shall result in a one year salary schedule advancement penalty from the date of final written course approval by the appropriate building principal and superintendent. Any teacher holding a Master's degree and not on an approved specialist or Ph.D. program, may apply for subject matter courses at any level and must earn at least 50% of the total remaining credits between the lane placement of the teacher as of May 1, 1988, and the MA+60 lane in the field or fields taught with no more than 50% in general education courses. The 50% requirement is waived for any teacher with a Master's Degree in a teaching field. Teaching field definition is as follows: Secondary --actual course work or methods courses in the field or fields taught; Elementary -- actual teaching field or methods courses in an academic field relating to specific subject matter being taught, i.e., teaching of reading, science, social studies, mathematics, etc. The superintendent may, in a particular case, approve a deviation from this requirement, upon written request, and such approval will not constitute a precedent. Written explanation will accompany any denial of request for course credit.

If an appeal of the superintendent's decision is desired, such appeal may be presented to the superintendent by the teacher directly or by the teacher through the appropriate administrator and/or a designee of the Association. Such appeal shall be within one year of the superintendent's initial decision.

(g) Prior Approval of Specialist/Doctoral Program. A teacher initiating a Specialist/Doctoral degree program and expecting to have this work recognized on the salary schedule must have the prior written approval of the program by the appropriate building principal and the superintendent. Failure to secure prior written approval of a Specialist/Doctoral program shall result in a one year salary schedule advancement penalty from the date of final program approval by the appropriate building principal and superintendent. Any teacher holding a Specialist degree in education earned prior to June 30, 2001 will be placed on the Specialist/Ph.D. lane beginning with the 2001-02 school year. Approval by the superintendent of a teacher's degree program outside the teaching field shall not constitute a precedent.

Section 5.17 Wolfridge Supervision. One day of compensatory time shall be granted for each teacher involved in supervising Wolfridge. Such day not to be taken during the month of May, adjacent to school breaks or holiday periods or adjacent to or on conference or workshop days. If the day is not used during the year earned, the teacher may opt to "bank" the day and use it the following year. The particular school days taken will be as mutually agreed in writing between the appropriate building principal and the teacher.

Section. 5.18 Pay for Assignments Beyond Normal: If a teacher is assigned a class in addition to the normal workload for his/her department, he/she will be compensated in the following manner:

- (a) If the additional class replaces a planning or supervisor period, the teacher will be paid 1/11 of his/her annual basic salary per semester.
- (b) Assignments of up to two (2) weeks' duration for emergency situations will not be compensated even though the assignment is beyond the normal workload.
- (c) In cases where there is a disagreement as to whether or not a particular teacher's assignment represents an addition to the normal workload, the principal's recommendation shall govern, subject to appeal by the teacher to the superintendent, whose decision shall be final.
- (d) Teachers shall be informed by the appropriate building principal by June 1 of the extra classroom assignment request, if possible. Teachers are under no obligation to accept an offer of an extra classroom assignment.

Section 5.19 Curriculum Writing

Curriculum Writing: Hourly rate corresponding to lane

	<u>2009-10</u>	<u>2010-11</u>
BA-BA+40	22.86	25.14
MA-MA+20	26.86	29.55
MA+30-PhD	30.48	33.53

Section 5.20 Stipend In addition to the Basic Salary Schedule each full-time teacher will receive \$350 on January 30, 2010 pay date and January 15, 2011 pay date. Less than full-time teachers will receive \$175 on those corresponding dates.

## ARTICLE VI

### INSURANCE

Section 6.1 Eligibility for Group Insurance Coverage. Full-time teachers who are employed for thirty (30) or more hours weekly, for at least one full semester, will receive the maximum School District contribution for the insurance benefits described in this article: hospitalization and medical, term life, long term disability (L.T.D.), tax sheltered annuity and dental. Part-time teachers employed from twenty to twenty-nine (20-29) hours weekly, for at least one full semester, and enrolled in a School District sponsored insurance, will receive 50 percent of the maximum School District contribution for the following benefits: hospitalization/medical, dental and life insurance and long term disability coverage equal to salary. Teachers working less than twenty (20) hours weekly are not eligible for participation in any School District insurance plans. A teacher who is eligible for benefits shall receive School District contribution as provided in this article as long as the teacher is employed by and on paid status with the School District. Benefits are generally considered to be for a one year period from September through August. However, if resigning due to retirement, terminating employment prior to the end of the school year, or employed after the beginning of the school year and not continuing employment, the School District contributions shall cease at the end of the month in which termination occurs. Teachers who have fulfilled all responsibilities and have completed a full year of service shall receive a full year (September through August) of benefits. For a full-time teacher on sick leave or medical leave and disabled as defined in the long term disability insurance contract, the School District will continue to pay the amount of School District contribution for the hospitalization and medical insurance premium for the first year of disability. Any teacher who retires at or after age 62 and who does not qualify for continuation of coverage under early retirement incentive provisions (Article X) may continue in the group health plan provided that all premium costs are paid by the retiree.

Section 6.2 Group Insurance Policies. The selection of the insurance carrier and policy shall be made by the School District as provided by law. The level of benefits under the plans set forth in this article shall not be reduced during the duration of this Agreement. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District or Association as a result of a denial of insurance benefits by an insurance carrier. The School District will consult with representatives of the Association in bidding/rebidding all School District insurance plans. A pre-tax cafeteria plan option is available to permit the payment of the employee's portion of premiums. This pre-tax cafeteria plan is available to any teacher with written notification to the payroll department prior to June 30 before the school year in which the option is selected.

Section 6.3 Hospitalization and Medical Insurance. The School District will pay up to \$725 monthly October 2009, through September 2010 and \$725 monthly October 2010, through September 2011, for eligible teachers enrolled in an School District sponsored hospitalization and medical insurance coverage. In addition to the monthly amounts listed in the previous sentence, \$25 per month will be added for each teacher enrolled in a School District sponsored family coverage insurance.

Commencing with the 1993-94 school year, individuals will be reimbursed, in the form of salary, on a monthly basis, the difference between 1) the actual premium amount for those individuals electing coverage or the lowest single premium amount for those individuals electing no coverage and 2) the monthly amounts listed above.

Monthly reimbursement will be estimated until such time as the actual premiums are known and can be calculated by the payroll manager, approximately December.

The Association will hold the School District harmless and indemnify the School District from any and all actions of suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward dependent or family hospitalization and medical coverage.

Section 6.4 Life Insurance. The School District will pay 100% of the premium to provide School District's sponsored term life insurance with double indemnity for accidental death in an amount of \$50,000 for each full-time teacher and \$25,000 for each part-time teacher hired for at least one full semester and teaching 20-29 hours weekly. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District. The association will be notified of limitations language in the insurance policy.

The School District will also make available, if possible, supplemental term life insurance coverage at the teacher's expense in amounts of either \$40,000 or \$80,000 (\$20,000 or \$40,000 for 20-29 hour teachers) above the basic amount. Supplemental insurance coverage is subject to all terms and conditions imposed by the carrier (e.g. minimum participation requirements and the insurability of each teacher). Each teacher electing such supplemental term life insurance coverage shall pay the full premium through payroll deduction. The dollar amount of life insurance coverage provided under both the basic and supplemental life insurance will be reduced on the basis of premium charges established by the insurance carrier for teachers from age 65 to 70, in order to maintain a level total premium for all other teachers in the group.

Section 6.5 Long Term Disability Insurance. The School District will pay 100% of the premium for School District's sponsored long term disability protection. The benefit provided is 2/3 of the teacher's basic salary, exclusive of extra-curricular, summer school, sixth assignments, or other stipends paid, to a maximum benefit of \$4,243 per month in 2009-10 and \$4,281 in 2010-11. The teacher may elect to pay for this coverage through payroll deduction or may elect to have the School District pay the full premium. If the teacher elects the method of payroll deduction, an amount equal to these premiums will be paid as salary.

Section 6.6 Tax Sheltered Annuity. The School District will pay a two (2) percent tax-sheltered annuity for those teachers above Step #8 at B.A.+10 and B.A.+20 and at the ninth (9) salary step B.A.+30 and above. Beginning in 1993-94 the two (2) percent contribution by the School District will be paid only for those teachers on BA+30 lanes and above. However, any teacher who was granted the two (2) percent annuity prior to September 1, 1993, who is not on the BA+30 lane or above, will continue to receive the annuity contribution. The annuity contribution by the School District will be calculated on the teacher's basic salary, including extended contract pay, but shall not include extra-curricular, coordinator, sixth assignments, or other additional stipends. Full matching of the School District contribution by the teacher is required for participation in the program. The School District will remit to the annuity companies, within one (1) week of the issuance of payroll, the School District and teacher contributions for all teachers requesting a lump-sum payment of summer salary.

Section 6.7 Dental Insurance. The School District will pay 100% of the premium for School District's sponsored dental insurance bid on a composite basis.

Section 6.8 Cafeteria Plan. The School District will provide a cafeteria plan starting July 1, 1998, subject to applicable state and federal laws. The plan shall allow for payment of eligible employer-sponsored insurance premiums, eligible medical expense reimbursement and eligible child care reimbursement through pre-tax salary reduction. If a teacher terminates employment during a plan year, an amount equal to any reimbursed expenses in excess of the amount of salary reduction will be paid by the teacher to the School District. The rules governing the use of the cafeteria plan are outlined in the plan document, "ORONO SCHOOL DISTRICT CAFETERIA PLAN."

## ARTICLE VII

### TEMPORARY LEAVES

Section 7.1 Leave Accrual. Full-time teachers employed by the District will be granted twelve (12) days leave accrual per year. Newly employed full-time teachers shall be eligible for fifteen (15) days' leave accrual their first year of employment and twelve (12) days thereafter. All teachers are entitled to unlimited accumulation of leave credit. The accrued leave may be used for personal sick leave, death or critical illness, sick childcare, or birth or funeral leave covered in Section 7.2 through 7.5 of this article. Leave days will be accrued at the rate of one and two-thirds ( $1\frac{2}{3}$ ) days per month during the school year for the first (1) year of service, and one and one-third ( $1\frac{1}{3}$ ) days thereafter, including any period of time during which a teacher is on a medical leave of absence that commenced during the current school year. Leave does not accrue during any medical leave of absence beyond the end of the current school year. Part-time teachers will be granted a prorated amount of leave accumulation, including business leave, provided that they are employed for at least one (1) full semester. A teacher whose employment terminates at a time when such teacher has used more leave days than have accrued that year will have the excess payments deducted from the final pay check.

Section 7.2 Personal Sick Leave. The leave accrual will not cover any loss of time from school due to an injury sustained while performing duty in another gainful occupation. Leave pay is not available for illness or injury occurring during a leave of absence without pay, except that a teacher who is unable to return to active duty at the scheduled end of a leave without pay of one (1) year or less because of illness or injury is eligible for leave pay as of the scheduled date for return to work.

After three days of consecutive absence in any one school year or five (5) days of absence in any one quarter, the School District may require the teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for leave pay.

A teacher may use one (1) day of accrued leave per summer school session to cover up to two (2) days of summer school absence due to illness or injury.

Teachers covered by long term disability income protection provided and paid by the School District are required to begin accepting benefits under the plan at the end of the ninety (90) calendar day elimination period but may use any accumulated leave to bring the insurance disability payment ( $\frac{2}{3}$ ) up to full basic salary (as defined in Article VI, Section 6) for up to one (1) calendar year from the date of disability. Any unused leave remaining will be retained as credit when the teacher returns to the job. After one calendar year, if a teacher is involved in an insurance company approved rehabilitation or retraining program, any salary earned during the teacher's participation may be retained by the teacher as defined in the contract with the insurance company. In no case, will total compensation be allowed to exceed the teachers' covered salary at the time of the disability.

Section 7.3 Leave for Death or Critical Illness. A maximum of five (5) days of leave with pay will be granted per incident in the case of death or critical illness of a husband, wife, parent, brother, sister, fiancé, mother-in-law, father-in-law, sister-in-law, brother-in-law, or a member of the household. Critical illness is defined as "hospitalization or the request of a physician and/or nurse practitioner that the teacher be in attendance in the capacity of a nurse or principal caregiver."

Section 7.4 Sick Child Care Leave. A teacher may use personal sick leave for absences due to an illness of the teacher's dependent child or dependent stepchild for such reasonable periods as the teacher's attendance with the child may be necessary, on the same terms the teacher is able to use sick leave benefits for the teacher's own illness, as set forth in Section 7.2 of this article.

Section 7.5 Birth, Adoption or Funeral Leave. Upon prior approval of the superintendent, or his/her designee, a teacher may be excused for the following purposes:

(a) Birth Leave. At the teacher's discretion, up to ten (10) days paid leave per pregnancy will be granted to attend the birth of said teacher's child.

(b) Adoption Leave. At the teacher's discretion, up to ten (10) days paid leave per adoption will be granted to new adoptive parents for purposes such as preparation and legal reasons, necessary travel and initial adjustment.

(c) Funeral Leave. At the teacher's discretion, up three (3) days paid leave per funeral will be granted to attend the funeral of a relative other than those persons described in Section 7.3. Upon prior approval of the superintendent, or his designee, a teacher may be excused a day or portion thereof with pay to attend or take part in a funeral other than for those persons described in the preceding sentence.

Section 7.6 Borrowing From Future Leave Accrual. A teacher who does not have adequate basic leave accumulation will be permitted to borrow from future leave accrual in the following situations:

(a) A teacher may borrow up to one year's leave accrual for personal illness.

(b) Future leave accrual may be used for death or critical illness in the family as defined in Section 7.3.

(c) A teacher who has been hospitalized for a continuous period of ten (10) or more consecutive days will be eligible to borrow sick leave sufficient to cover the remainder of the LTD elimination period (90 calendar days).

Any borrowed leave remaining upon termination must be repaid.

Section 7.7 General Requirements for Other Temporary Leaves. Other temporary leaves in this article are covered under Sections 7.7 - 7.14. All such leaves shall relate only to the incident for which leave is taken. All such other temporary leaves must have prior written approval using the Request for Substitute Teachers form, and at no time shall more than eight (8) teachers be granted such leave. Upon approval, the appropriate building principal, or his/her designee, will submit the request for a substitute teacher, if applicable, and forward the name of the substitute teacher as soon as possible using a copy of the same form. The Association will not object if the School District waives any applicable requirements in a particular case, and such waiver shall not constitute a precedent.

Section 7.8 Personal Leave. One day's leave of absence is earned each year by a full-time teacher for personal leave, cumulative to three (3) days and, for teachers with continuing contract status (tenure), four (4) days. This cumulative leave is in addition to leave accruals as defined in Section 7.1 of this article. If a personal leave day is accrued over the accumulated maximum, the day can be submitted for payment at the current sub pay. Except for emergencies, the prior written approval of the superintendent, or his/her designee, must be obtained. Personal days may not be taken on days adjacent to school breaks or holiday periods or adjacent to or during conferences and workshops. The Superintendent may grant on an individual basis leave adjacent to school breaks or holiday periods or adjacent to or during conferences and workshops. Such approval will not be precedent setting. If the personal leave accumulation has been used, a personal day taken will result in a prorata salary deduction.

Section 7.9 Visitation Leave: The superintendent, or his/her designee, may approve in writing a leave of absence for a teacher to make a visitation to another school, upon his/her determination that such visitation will be of significant benefit to the School District.

Section 7.10 Leave for Professional Meetings: Upon the prior written approval of the superintendent, or his/her designee, a teacher may be granted time off with pay to attend professional meetings which are designed to improve him/her in his/her profession as a whole (for example, but not limited to, North Central Association, Minnesota State High School League, National Council of Teachers of English). However, such time off, under the provisions of this subdivision, will not be granted for Association, Ed. MN or NEA business of any kind.

Section 7.11 Leave for Jury Duty: Temporary leave will be granted for jury duty. The teacher will be paid the difference between his/her regular pay and his/her jury duty fees, or the teacher may elect to be paid his/her full salary during jury service and remit to the School District the amount of the fees received. Any reimbursement received for meals, mileage, parking, etc. may be retained by the teacher. The teacher is required to give three (3) days' advance notice of jury duty to the appropriate building principal to permit the scheduling of a substitute on the Request for Substitute Teachers form. A teacher who claims pay under this subdivision shall promptly submit to the personnel office a copy of the notice to report for jury duty with a statement of the dates of service and the fees and reimbursements received by the teacher.

Section 7.12 Leave for Civil Litigation: Time lost by a teacher as a defendant or plaintiff in a civil suit arising from the performance of School District assigned duties shall not be charged against the teacher unless the teacher, in court action, is found willfully and wantonly negligent or guilty of tortuous conduct.

Section 7.13 Religious Observance Leave. Religious leave must be approved in writing on the Request for Substitute Teachers form in advance and may be granted by the superintendent, or his/her designee, in accordance with MN Statute 15A.22.

Section 7.14 Association Leave: The School District shall afford reasonable time off, without pay, to elected officers or appointed representatives of the Association, for the purpose of conducting the duties of the exclusive representative. During the two-year term of this Agreement, the School District will also grant up to a total of fifteen (15) days of leave for the purpose of conducting the business of the Association for which the School District will deduct from the absent teacher's pay only at the rate paid for substitute teachers. Or, the amount of substitute cost involved may be paid directly to the School District by the Association. All time spent away from teaching duties on behalf of the Association, including negotiation or grievance activities, shall be charged against Association leave. Association leave shall not be used for activities in support of any other exclusive representative, nor to run for elective office of any kind. Written requests on the Request for Substitute Teachers form may be made to the superintendent for Association leave, beyond the fifteen (15) days allowed for lobbying and mediation, for involvement either as principal officers or special assignments in the parent organization of the bargaining unit. Each case shall be decided on its own merits, and the decision is not subject to the grievance procedure.

Section 7.15 Coordination of Benefits. Sick Leave benefits, per Section 7.2, will be coordinated with workers' compensation income or other sources of income as defined by the workers' compensation insurance contract. It is the responsibility of the teacher to deliver workers' or other compensation payments or a report of such payments to the payroll manager in the District administrative office. The teacher's leave allowance will be charged only for difference between the workers' compensation payment and the teacher's regular rate of pay. If the teacher has exhausted sick leave, the teacher shall be entitled only to the benefits available from sources other than sick leave.

## ARTICLE VIII

### EXTENDED LEAVES OF ABSENCE

#### Section 8.1 Sabbatical Leave.

- (a) A teacher will be eligible to request a sabbatical leave after seven (7) full-time years of service in the School District. The seven (7) full-time years need not be consecutive. Sabbatical leave may be granted at the discretion and upon approval of the Board.
- (b) The number of sabbatical leaves granted in any one year shall not exceed two (2).
- (c) Application for sabbatical leave shall be made in writing to the superintendent at least sixty (60) **calendar** days prior to the beginning of the proposed leave or by April 1 if the leave is for the following school year. This application shall include the following:
1. Purpose of the sabbatical leave of absence.
  2. Proposed beginning date of the leave of absence.
  3. Proposed return date of the leave of absence.
  4. A specific program for the sabbatical leave including a statement of objectives and how the program will relate to the improvement of instruction.
  5. A sabbatical may be requested for one (1) quarter, one (1) semester, or one (1) full year. The criteria stated in 8.1(i) and 8.1(k) shall pertain on a prorata basis for sabbaticals granted for less than one (1) year.
- (d) A sabbatical leave will generally begin at the end of a quarter and will end at the start of a quarter. Exceptions may be mutually agreed upon by the teacher and the Board. The date of return to work shall not be more than twelve (12) months from the date of the beginning of the leave.
- (e) The primary purpose of the sabbatical leave is for professional self-improvement deemed by the School District to be of benefit to the School District. Normally, the program undertaken will be to advance the teacher's expertise in his/her instructional area.
- (f) A Sabbatical Leave Committee consisting of the superintendent, or his/her designee, the appropriate principal involved, one Board member, and three teachers chosen by the Association shall review the applicant's request and forward its recommendation to the Board for final action.
- (g) Granting of sabbatical leaves may be contingent upon funds being available in the District's Sabbatical Leave Budget. Unspent funds for sabbaticals will be reviewed by the School District with the intent of using such funds for instructional improvement.
- (h) Possible inability to fulfill the requirements stated in Section 8.1 (k) of this article may be considered by the School District in granting a sabbatical.

(i) A teacher on sabbatical leave will be paid half of the base salary for which the teacher would otherwise be eligible for the year of the leave, or, at the teacher's option, the School District will pay 75% of base salary during the year of the leave and 75% of base salary during the year immediately following. Compensation for extra-curricular activity, Community Education and summer school teaching will be excluded from the computation of sabbatical allowance. If the leave is approved for less than one (1) year, a prorated allowance will be granted. The total compensation received by the teacher (sabbatical allowance plus amount from fellowships, grants, etc. considered to be direct compensation) shall not exceed the regular pay of the teacher. Travel allowances, tuition fee grants, medical services, etc. provided in institutions shall not be considered direct compensation. Any amount in excess of this total shall be deducted from the sabbatical allowance.

(j) The time spent on a sabbatical leave shall be counted as experience credit for purposes of salary step advancement as of the beginning of the first grading period following completion of the entire sabbatical leave program. Coursework completed during a sabbatical leave may be used to change training levels on the salary schedule after the entire sabbatical leave program has been completed and the teacher has returned to active teaching.

(k) Teachers receiving the sabbatical allowance must agree to return to the School District immediately following the expiration of the sabbatical leave for two (2) additional years. The teacher shall submit to the superintendent a written statement of intent to return to active work not less than forty-five (45) **calendar** days prior to the approved date of return, or by February 1 if the approved date of return is the beginning of the following school year. Failure of the teacher to give such notice, or to return to active work immediately following expiration of the sabbatical leave, shall constitute termination of employment, and the teacher shall repay the School District for the sabbatical salary and fringe benefits paid, except when failure to return to work is caused by illness or disability or by mutual agreement of the teacher and the School District. If the teacher discontinues service within two (2) years following return to work for any reason except by Board action or the individual's incapacity to teach, said teacher shall repay a prorated portion of the sabbatical allowance. The prorated payment shall be based upon the actual length of the school years for which the teacher is obligated to return.

(l) Upon expiration of the sabbatical leave, the teacher shall be allowed to return to the position(s) held immediately prior to the leave or a comparable position for which the teacher is qualified, subject to the unrequested leave of absence provisions of Article IX.

(m) The teacher on sabbatical leave shall retain all rights as though teaching in the School District pursuant to M.S. 122A.49.

(n) All fringe benefits, except leave accumulation, shall continue during the duration of leave. The teacher must pay his/her portion of all contributions for fringe benefits.

Section 8.2 Military Leave. Leaves of absence for military service will be granted in accordance with all requirements of federal and state law.

Section 8.3 Mobility Leave. Upon written request by February 1, notwithstanding M.S. 122A.46 a teacher will be granted a leave of absence under the Teachers' Retirement Association (TRA) Three to Five Year Leave of Absence Programs if he/she will reach the age of at least 55 by the close of the leave requested and, has completed at least 20 years of full-time service as a teacher working for the School District or 25 years total service as a teacher with at least 15 years of School District service. Written confirmation of approval and terms of the leave will be provided by the District for each person requesting leave.

The School District will pay the School District's and teacher's yearly contribution to TRA over the three to five year leave or until retirement, whichever comes first. The School District's and teacher's payment will be based on the teacher's last full year of active employment salary.

The School District's yearly TRA contribution payments made on behalf of the teacher(s) on mobility leave will be sent by the School District to TRA no later than June 10 of each fiscal year of the allowable leave. The teacher will notify, in writing, the School District payroll manager the amount of the contribution no later than May 15 each year of the leave. The teacher will reimburse the School District by May 15 each year of the leave for the portion of the School District's and teacher's contribution made for sixth assignments contingent upon one of the following two situations. Sixth assignments will only qualify for full School District reimbursement if it was performed for at least the four consecutive semesters immediately preceding the mobility leave. For sixth assignments not qualifying for reimbursement under the previous sentence, the School District's TRA payment attributable to the sixth assignment will be subtracted from the teacher's reimbursement check.

This leave of absence will generally begin at the beginning of a school year. Exceptions may be mutually agreed upon by the teacher and the Board. The teacher shall submit a written statement of intent to return to active work or retirement not later than February 1 of the calendar year in which the leave ends. Failure to give such notice shall constitute termination of employment.

In addition, a teacher may request payment of an amount equal to the monthly cost of single coverage health insurance or health maintenance organization (HMO) and dental insurance as salary through the Orono Cafeteria Plan. Such amount will be paid to a School District-sponsored health insurance/health maintenance organization or dental insurance company and shall not exceed the total of his/her calculated Article X Retirement, Early Retirement Incentive and Severance Pay. The calculation will be made based on:

- 1) The individual's age at the end of the leave.
- 2) Years of service at the beginning of the leave.
- 3) The salary, defined in Section 10.3, of the teacher based on the last full year of active employment.
- 4) Benefits that prevail at the time the leave began.

An amount equal to the sum paid in salary for School District contributions for health insurance or HMO and dental insurance over the leave period shall be deducted from the Article X Retirement, Early Retirement Incentive and Severance Pay calculation at the time of actual retirement.

A teacher who returns to service in the School District prior to retiring shall repay the School District for the School District's payments for TRA contributions, both paid to TRA directly or reimbursed to the teacher, and the amount equal to the sum paid in salary for School District contributions for health insurance or HMO and dental insurance payments made on his/her behalf while on leave.

## Section 8.4 Other Extended Leaves Without Pay.

### (a) Child Care Leave

(1) A child care leave of not more than twelve (12) months in duration, including leave ensured by the Family Medical Leave Act (FMLA), may be granted by the School District, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis. For leaves beyond the FMLA minimum, teacher may be asked to participate in recruitment of a substitute teacher, but will not be required to locate and select this person on his/her own.

(2) A teacher making application for child care leave shall inform the superintendent in writing of his/her intention to take the leave at least three calendar months before commencement of the intended leave. In cases of adoption, the three calendar months notice shall be waived when necessary.

(3) If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a childcare leave. A pregnant teacher will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

(4) The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter break, spring break, trimester break, semester break, quarter break, end of grading period, end of the school year, or the like.

(5) The School District recognizes that circumstances may arise that make childcare leave unnecessary. In such cases, the teacher may be, with mutual agreement, permitted to return from leave at a natural education break as defined in 8.4(a)(4).

(6) A teacher returning from child care leave shall be reemployed in a position for which licensed unless previously discharged or placed on unrequested leave.

(7) Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension of the leave.

(8) A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence or childcare leave. Salary credit for teachers returning from an unpaid leave of absence shall be determined by following the procedures set forth in Section 5.4 of this Agreement.

(9) A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain except as set forth in Section 8.3 (a)(10), commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the School District pursuant to this section.

(10) Leave under this section shall be without pay or School District paid fringe benefits, except as required by federal and/or state statutes.

(b) Other Extended Leaves.

(1) Other extended leaves of absence without pay for up to five years may be granted, at the discretion and upon approval of the Board for the purpose of educational advancement, continued full-time care of a newborn or newly adopted child, or other personal ventures, provided that during a teacher's career in the School District, cumulative leave may not exceed five (5) years.

(2) Application for an unpaid extended leave of absence shall be made in writing to the superintendent at least 60 **calendar** days prior to the beginning of the proposed leave. This application shall include the following:

(a) Purpose of the unpaid extended leave of absence.

(b) Proposed beginning date of the leave of absence.

(c) Proposed return date of the leave of absence.

(3) An unpaid leave of absence will generally begin at the quarter. Exceptions may be mutually agreed upon by the teacher and the Board. The date of return to work shall normally be not more than twelve (12) months from the date of the beginning of the leave.

(4) While on an unpaid leave of absence, a teacher may continue to participate in all insurance programs for which he/she is eligible, if permitted by the insurance policy provisions, but must pay the entire cost of the premiums monthly in advance until returning to active work.

(5) The teacher shall submit to the superintendent a written statement of intent to return to active work not less than forty-five (45) **calendar** days prior to the approved date of return, or by February 1 if the approved date of return is the beginning of the following school year. If the superintendent grants an extension to the teacher beyond the February 1 date, the Association will be notified concerning the position(s) for which extensions have been granted.

Failure to give such notice, or failure to actually return to active work on the approved date shall constitute termination of employment except when failure to return to work is caused by illness or disability or by mutual agreement between the teacher and Board.

(6) A teacher returning from an extended leave shall be returned to the position held at the time the leave commenced or, if not available, to any other position for which such teacher is licensed, subject to the unrequested leave of absence provisions of this Master Agreement. The School District shall give written notice of the teacher's tentative area of assignment at least thirty (30) **calendar** days before the scheduled date of return.

(7) A teacher who returns from an extended leave of absence shall retain all previous experience credit, leave accrual and business leave accumulated from previous years, but shall not accrue additional credit or leave for the period on leave of absence. Salary credit for teachers returning from an unpaid leave of absence shall be determined by following the procedures set forth in Section 5.4 of this Agreement.

(8) The parties agree that periods of time for which the teacher is on unpaid leave of absence shall not be counted in determining the completion of the probationary period.

(9) A teacher who is on extended leave under this section and who subsequently resigns, having either early retirement and/or severance benefits, shall receive those benefits that prevailed at the time the leave was granted.

(c) Applicable Federal and State Statutes. Other extended leaves of absence will be granted in accordance with all requirements of federal and/or state statutes (i.e. Federal Family and Medical Leave Act P.L. 103.3, 1993).

### Section 8.5 Shared Positions.

(a) Teachers who have been issued continuing contracts may request to share a teaching position as provided herein. A teacher sharing a position shall retain membership in the Association and shall, therefore, be considered to meet the definition of "teacher" as set forth in Article I, Section 1.3. The terms and conditions of the Master Agreement shall apply unless expressly altered in the following divisions of this section.

(b) Those teachers wishing to share a position or renew a shared position agreement shall make written application in the form of a letter to the superintendent, or his/her designee, by February 1 in the year preceding the year during which the position is to be shared. A teacher who is in a shared position may elect to return to a position equal to the percent of a full-time position, held prior to the shared position, at the beginning of the school year, by notifying the superintendent in writing in the form of a letter by April 1.

(c) Application may or may not be approved and/or renewed on a yearly basis at the discretion of the Board. Notification of the decision by the Board will be provided to the teachers involved by March 15. The dates and times of duty and such other conditions as specifically defined for the shared positions must be stated in the application and may be considered by the Board in reaching a decision. One reason that may be used for disapproval is that the cost of salaries and fringe benefits for the sharing and replacement teachers will be greater than the cost of salaries, fringe benefits, and unemployment compensation (if any) for the same teachers if the sharing is not approved. The Board will consider the continued level of quality teaching in the School District in granting or not granting a shared position.

(d) A teacher who is sharing a position under the provisions of this section shall retain the right to continue group insurance coverage, e.g., hospitalization, dental, life insurance and long term disability. The School District contributions to the cost of these coverages shall be the same as if the teacher were not in the shared position during the first school year of shared time teaching only except that coverage for long-term disability will be based on the actual salary paid the teacher while in the shared position. If a teacher continues in a shared position beyond one school year, insurance benefits will be prorated with the same coverage that applies to other part-time teachers. Teachers called back from unrequested leave to share a position shall be entitled to part-time fringe benefits as described in Article VI. Teachers sharing a position shall be immediately eligible for all fringe benefit improvements or new programs as they become effective.

(e) A teacher who is sharing a position shall retain for use all leave accrual. Additional leave shall be accrued on a prorated basis according to the number of days on duty.

(f) The School District contribution to the tax sheltered annuity program shall continue as provided in this contract; however, the School District contribution will be based on the salary actually paid to the teacher rather than the scheduled salary.

(g) A teacher who is sharing a position shall gain service credit for early retirement incentive pay during the first year as if the teacher were not in a shared position. However, if a shared assignment is continued in subsequent years, the years of part-time service will be prorated in calculating eligibility.

(h) When the school year is split into two parts under a shared time arrangement, the teacher teaching the first part shall be on duty three (3) days during pre-school workshops and, for continuity of instruction, the teacher teaching the second part shall spend three (3) days with the teacher being replaced during the final two (2) weeks of the first semester.

(i) The amount of pay for a teacher sharing a position shall be prorated on a daily basis, except that, if the sharing is done on a semester basis, each teacher will receive fifty percent (50%) of the annual salary for the appropriate step of the salary schedule. The teacher may elect to receive complete payment during the period of duty.

(j) Placement on the salary schedule for a teacher sharing a position shall be the same as if the teacher were not sharing a position. For each school year in a shared position, a full step will be granted for salary schedule advancement, provided that the teacher serves full-time for one semester or the equivalent. Experience credit less than one semester or the equivalent will be prorated.

(k) The Association agrees that it will not support any action by a part-time teacher to claim fringe benefits equal to those granted to teachers in a shared teaching assignment or by any teacher(s) not granted a shared assignment.

(l) Teachers involved in a shared position shall attend district-wide professional development days at the request and in consultation with their instructional supervisor. Teachers should submit a time card to their supervisor and will be paid at the teacher's daily rate for additional time above their contracted days. A maximum of 5 days per shared position (not per teacher) shall be used in this manner each year.

Section 8.6 Retirement Credit. When leaves of absence are granted for military, sabbatical, teacher mobility (extended leave or part-time teaching), shared time, medical or other approved ventures, the School District will file the appropriate form with the Teacher Retirement Association. If the teacher desires to purchase retirement credit during the leave and state regulations permit such payment, payment arrangements will be made directly with T.R.A. by the teacher, or by the School District as a payroll deduction, depending on the type of leave.

Section 8.7 Experience Credit for Teaching During Leave of Absence. Any teacher on an approved leave of absence, other than sabbatical or military leaves, who expects to be granted experience credit for teaching in another school system, must receive written, prior approval from the superintendent. This does not apply to teachers on unrequested leave.

## ARTICLE IX

### UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT

Section 9.1 Purpose. This article has been agreed upon by the School District and the Association pursuant to the provisions of M.S. 122A.40, Subd. 10. Accordingly, the provisions of M.S. 122A.40, Subd. 11 shall not be applicable to any teacher included in the appropriate unit.

Section 9.2 Definitions. For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

(a) "Subject Matter Area". For seniority purposes, district-wide coordinators and consultants teaching more than 50% of full-time will be considered as teachers of the subject matter area most closely related to the teacher's current assignment.

(b) "Qualified" shall mean a teacher who has a current license in his/her major or special field as defined by the State Board of Teaching and 1) has successfully taught one (1) or more years of such subject matter within the past five (5) years in the School District, or 2) has successfully taught such subject matter or field a majority of his/her teaching assignment for two (2) or more years as a full-time teacher in the School District, or 3) has completed, within the past five (5) years, or within a reasonable time as mutually agreed between the teacher and superintendent, a program of coursework approved in advance by the School District designed to ensure current competence to teach in the field. (Approval by the School District after completion of the coursework shall be sufficient for courses commenced prior to the effective date of alternative 3.)

(c) "Subject Matter or Field" shall mean the content of a specific area or field that has been licensed by the State of Minnesota.

(d) "Seniority" is based on full-time, actual teaching by continuing contract, qualified teacher. The seniority date is the Board meeting date following the date when the teacher signed the contract unless the superintendent has been authorized by the Board to hire teachers (e.g., after August Board meeting), and the seniority date then is the date the teacher signs the contract. If said date cannot be determined, the first day of actual service shall control. Said service shall mean continuous and unbroken employment with the School District, including periods of employment outside the appropriate unit, and shall include those teachers who are on Board approved leaves but shall exclude probationary teachers, part-time teachers who spend less than 80% of a school year in employment, and those teachers who are serving as replacements for teachers on Board approved leaves. Commencing with the 1983-84 school year, the seniority date of a part-time teacher or a replacement teacher shall be the original date of hire if the teacher is hired subsequently on a permanent basis.

In determining the length of seniority, a teacher who is reinstated by action of the Board and the teacher, without interruption of regular service, shall retain the teacher's original seniority date. Full-time teachers who request and receive approval from the Board for part-time status shall retain full-time seniority rights under this contract. Requests for initiating or renewing part-time teacher assignments shall be made annually by February 1, and the granting of renewal requests shall be solely within the discretion of the Board.

### Section 9.3 Unrequested Leaves of Absence.

(a) The Board may place on unrequested leave of absence for a period not exceeding five (5) calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective at the close of the contract year.

(b) Teachers placed on such leave shall receive notice by June 1 of the school year prior to the commencement of such leave with reasons therefore.

(c) Teachers shall be placed on unrequested leave in inverse order of seniority in the field or subject matter area in which employed. Among teachers whose position on the seniority list is tied, the School District shall select the teacher to be placed on unrequested leave of absence, based upon criteria including, but not limited to, performance, training, experience and skills in special assignments. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same field and subject matter employed, subject to paragraph (g) of this Section 9.3.

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

(e) The School District shall prepare from its records a seniority list in order of seniority date, which shall contain the seniority date, name and area(s) of licensing for each teacher. Teachers on the seniority list dated April 3, 1979, will be listed in the order in which they appeared on such list unless their seniority has terminated pursuant to Section 9.6. Teachers added to the seniority list who have identical seniority dates will be listed in the order of their lane placement as of their seniority date; the teacher placed on the highest lane will be listed first. The School District will provide one (1) copy of the seniority list to the Association and will post one (1) copy of the seniority list on the faculty room bulletin board in each school classroom building on or before November 15 of each year.

Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have 20 work days from the date of posting to supply written documentation proof and request for seniority change to the superintendent.

(f) Within ten (10) days thereafter, the Board or its designee shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the Board or designee deems warranted. A final seniority list shall thereupon be prepared by the Board or its designee which list as revised shall be binding on the School District and any teacher. Each year thereafter the Board shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence section until thereafter revised.

(g) Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation. Such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave. Credit will not be given for teaching experience while a teacher is on unrequested leave.

(h) When a teacher is placed on unrequested leave of absence, state statute, contractual agreements, recent court decisions and letter of understanding provisions regarding change of assignment will be followed for any teacher who subsequently receives a change of assignment.

Section 9.4 Bumping Rights. Any teacher proposed to be placed on unrequested leave of absence (whether or not a member of the appropriate unit) may elect to displace any teacher lower on the seniority list who is employed in a position for which both are qualified. Bumping rights may only be exercised by delivered written notice to the office of the appropriate building principal and the superintendent within ten (10) duty days from the date of personal service of the notice of proposed placement on unrequested leave of absence or of the sending of the notice if the teacher next in line is on Board approved leave. Any teacher so displaced shall be proposed to be placed on unrequested leave of absence and shall be so notified in writing.

In the event that a tie exists after the criteria in 9.3(e) relative to lane placement have been followed, the following procedure will apply:

(a) The teacher having the higher step placement on the salary schedule shall be the more senior;

(b) if a tie still exists, the teacher having the greater number of teaching license areas shall be the more senior;

(c) if a tie still exists, the teacher having the greater number of years of service in the teaching area being reduced shall be the more senior.

Section 9.5 Reinstatement/Recall. Except as otherwise provided in this section, no teacher shall be employed by the School District in a full-time or part-time position while there is available on unrequested leave of absence a senior teacher who is properly qualified to fill the vacant position. A teacher placed on unrequested leave of absence shall be recalled, as positions become available, to the full-time or any part-time position for which such teacher was qualified at the time of placement on unrequested leave. Reinstatement shall be in the inverse order of placement on leave; the last teacher placed on unrequested leave of absence who is qualified shall be the first recalled. Notice of recall by the School District shall be complete upon mailing such notice by certified mail addressed to the last known address provided in writing by the teacher to the personnel manager of the School District. It shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein. If notice of recall is given to any teacher on or after July 1 of any school year, such teacher shall have the right to defer the effective date of return to actual service until the beginning of the next succeeding school year. Any teacher accepting recall shall notify the School District of such acceptance in writing, including notification of any election to defer the effective date of return to actual service, within fifteen (15) days after the date of mailing of the notice of recall. The School District shall fill the vacant position from the licensed teachers remaining on unrequested leave of absence. After exhaustion of the list of qualified teachers, the

School District shall be free to fill the vacant position from any source. Full-time teachers on unrequested leave and full-time teachers who have accepted recall to part-time positions will be offered part-time and full-time positions as they become available. No full-time teacher on unrequested leave shall be required to accept recall to a less-than-full-time position. If a less-than-full-time position is accepted by a full-time teacher, such acceptance shall not affect the teacher's right of recall to a full-time position if such position becomes available. The School District shall be free to fill any position on a temporary basis pending completion of the recall procedure.

Section 9.6 Termination of Rights. A teacher's seniority rights, unrequested leave, and recall rights, if any, shall terminate upon the earliest of the following events:

- (a) Resignation
- (b) Retirement
- (c) Discharge
- (d) Failure to return at the expiration of a leave of absence
- (e) Failure to file with the School District by April 1 of any year a written statement requesting reinstatement
- (f) Failure to give written notification to the School District accepting recall or rejecting the same including written notification of any election to defer the effective date of return to actual service within fifteen (15) days following notice of recall
- (g) The expiration of five (5) years from the effective date of an unrequested leave of absence without recall

Section 9.7 Realignment. Nothing in this article, for purposes of placement on unrequested leave of absence or recall there from, shall require the School District to reassign a senior teacher to a different subject matter category to accommodate the seniority claims of a junior teacher, nor shall it require the School District to assign a senior teacher to a substantially different program level assignment. Substantially different program level assignment shall mean an assignment between kindergarten through grade 5, grade 6 through grade 8, and grade 9 through grade 12. In addition, at the primary-elementary level, substantially different program level assignment shall mean an assignment between two non-contiguous grades unless the teacher has taught the grade within the past five (5) years.

Section 9.8 Effect. This article shall be effective when adopted and shall be governed by the duration clause. This article shall govern all teachers defined therein and shall not be construed to limit the rights of any other certified employee not covered by the Master Agreement or other Master Agreement affecting such certified employee.

## ARTICLE X

### RETIREMENT AND SEVERANCE PAY

Section 10.1 Statutory Authority. The parties have agreed upon the following standards and procedures for the implementation of a program of retirement pay pursuant to M.S. 122A.48 and M.S. 465.72.

Section 10.2 Teachers Eligible for Retirement Pay. A teacher, hired prior to July 1, 2003, will be eligible for retirement pay only if each of the following standards is met:

(a) The teacher must have completed at least 20 years of full-time service, as defined in section 6.1, as a teacher working for the School District or 25 years total service as a teacher with at least 15 years of School District service. For purposes of this article, service is defined as actual teaching, sabbatical leaves and required military service, but shall not include other extended leaves as defined in Article VIII, Section 8.3.

(b) The teacher must be in an active full-time teaching assignment in the final year of service unless on shared-time, a Board approved leave of absence or a teacher who volunteers and is reduced from full-time to part-time service.

(c) The teacher must have attained at least the age of 55 years as of June 30 of the school year in which an application is made.

(d) The teacher must submit a written application for retirement pay to the superintendent by February 1, unless arranged otherwise by February 1 with the superintendent, including a notice of resignation as of the end of the school year if the application for retirement pay is approved. Unless there are extenuating circumstances, as determined by the School District, a retirement application will not be considered for dates other than the end of the school year.

(e) The Board shall act on the application for retirement pay and the notice of resignation at its first regular meeting occurring on or after February 10, unless otherwise requested by the teacher and agreed by the School District.

(f) No retirement pay will be paid to any teacher who has been discharged by the School District.

Section 10.3 Retirement Pay. Salary on which retirement pay is calculated shall be daily base pay, as defined in Section 5.7, for the nine (9) month school year and shall not include additional stipends paid for extra-curricular, extended contracts, sixth assignments, summer school teaching, etc., during the final year of service. For teachers on shared-time, Board approved leaves, and those who volunteer and are reduced from full-time to part-time service, the early retirement incentive pay will be based on the salary paid during the last year of full-time service or last year of part-time service, whichever is greater.

A teacher whose application for retirement pay is approved by the Board will be paid the sum of the following components:

(a) Payment for Sick Days Component: The amount paid for this component will be the daily rate of pay times the accumulated sick leave up to 110 days. When the accumulated leave at the time of retirement is less than 110 days, the School District will pay at the daily rate the accumulated leave plus 50% of the difference between 110 days and the accumulated sick leave.

(b) Wellness Component: The teacher will receive, a wellness payment of \$80/day for each day of accumulated basic leave above 110 days.

(c) Any residual retirement pay benefits owing at the death of the retired teacher shall be made to such teacher's designated beneficiary or estate.

#### Section 10.4 Retirement Appropriation.

(a) The School District, in order to assure the availability of funds for the early retirement program, will appropriate \$175,000 in 2009-10 and 2010-11 in its account designated for this purpose.

(b) The appropriated amounts specified in (a) of this section shall be solely reserved to cover retirement pay for teachers who retire during each specific year. Should the appropriation be insufficient to cover the cost of those applying for retirement pay, the amount available will be prorated among the retirees based upon each teacher's retirement pay amount as it relates to the total retirement pay due all retirees. Any balance due will be paid from the following year's allocation with a corresponding reduction in the appropriated amount for that year.

(c) Depending upon funds available and other circumstances, nothing in this section shall prevent the School District from permitting payment of retirement beyond the appropriated amounts established for a given year. It is hereby agreed that such action will not constitute a precedent for future requests beyond the appropriated amounts.

Section 10.5 Payment. The Board will determine the manner and method of payment, based upon the expressed desires of the teacher, and the financial condition of the School District.

Section 10.6 Effective Date. This article shall apply only to teachers who retire during or after the 1979-80 school year.

### Section 10.7 Health Insurance.

(a) Teachers, eligible under Section 10.2, who apply and receive retirement pay in accordance with the provisions of this article, shall be eligible to remain in the School District approved group health and hospitalization insurance program within the limits of contract coverage provided by the H.M.O. and/or insurance companies. The designated H.M.O. and/or insurance companies are subject to change within the limits of governing law. Commencing with the 1987-88 school year, the monthly School District medical payment shall be increased to \$70, but this increase is not retroactive to previous retirees. Commencing with 1997-98 school year, the monthly School District medical payment shall be increased to \$210, but this increase is not retroactive to previous retirees. Commencing with 1999-00 school year, the monthly School District medical payment shall be increased to the cost of full single coverage, but this increase is not retroactive to previous retirees. A retired teacher not enrolled in the School District program shall furnish evidence of health insurance coverage and cost to the School District payroll manager whereupon the School District will remit to the teacher, on a quarterly basis, the monthly amount applicable at the time of retirement. These benefits shall continue for ten years, eligibility for MEDICARE, or death, whichever is earlier. If there is one or more persons on the plan besides the retiree and the retiree dies before ten years or eligibility for MEDICARE, whichever is earlier, the payment will continue for one year.

(b) Teachers who are eligible for or are receiving an annuity from TRA shall be eligible to remain in the School District approved group health and hospitalization insurance and dental insurance program as required by MN Statute 471.61 Subd. 2b.

Section 10.8 Severance Pay. Any teacher, hired prior to July 1, 2003, terminating employment but not eligible for early retirement incentive pay under this article, who has accumulated leave in excess of 60 days, shall be paid the difference in severance pay, at \$40 per day, for those days between 60 and 105 days and \$80 per day for those days above 105. Part-time teachers are eligible for severance (wellness) pay.

Section 10.9 Method of Payment for Retirement and Severance. Any retirement and severance payments due under this Article will be paid into accounts in the following proportions: 25% to the retiree's account with the Minnesota Post Retirement Health Care Savings Plan or an IRS approved post-retirement health reimbursement account, and 75% to the retiree's 401(a) and/or 403(b) account subject to the laws of the State of Minnesota, Federal Laws, and valid rules, regulations, and orders of State and Federal government agencies.

Section 10.10 Retiree Health Insurance Contributions for Full-Time Teachers Hired After July 1, 2003 and Before June 30, 2012. Teachers meeting retirement eligibility standards in Section 10.2 (a), 10.2 (b), 10.2(c) and 10.2(d) will receive the following health insurance benefits upon retirement:

The teacher may remain in the District's existing group health insurance program indefinitely as required by M.S. 471.61.

The teacher will eligible for ½ of the District's full cost of the most expensive single insurance coverage at the time of the teacher's retirement. The dollar amount will remain constant. The teacher must pay the difference in premium cost monthly, in advance, and on such dates as determined by the District.

In addition, the eligible teacher shall be reimbursed for unused sick days over 60 to a maximum of 260 days at the rate of \$80 per day to be used to supplement the insurance coverage provided by the District in this Section.

District contributions toward retiree health insurance coverage will continue for 10 years or eligibility for Medicare, whichever is earlier.

A retiring teacher under this section who is not enrolled in the School District insurance plan, shall furnish evidence of health insurance coverage and cost to the School District payroll manager whereupon the School District will remit to the teacher on a quarterly basis, the monthly amount applicable at the time of retirement.

Section 10.11 Matching Retirement Benefit Plan for Full-Time Teachers Hired After July 1, 2003 and before June 30, 2012. Teachers who have achieved continuing contract status (tenure) may participate in the District Matching 403(b)/457 Retirement Benefit Plan as provided in M.S. 356.24 Subd. 1(5)ii., subject to the provisions contained herein.

District Contribution. The maximum school year District contribution shall be based on matching a teacher's contribution per the following schedule:

<u>Years</u>	<u>Match</u>
2-9	\$200
10-14	\$500
15-19	\$650
20+	\$800

The District maximum lifetime contribution under this section shall be no more than twenty thousand dollars (\$20,000).

All provisions of the matching annuity are subject to applicable state and federal laws and tax codes.

The provisions of this Matching Retirement Benefit Plan (Section 10.11) shall have no effect on or relationship to the Tax Shelter Annuity program described in Section 6.6 of this Agreement.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

Section 11.1 Printing and Distribution of Master Agreement. Copies of this Agreement titled, "Master Agreement between Orono Independent School District Number 278 and the Orono Education Association," shall be printed at the expense of the School District within forty-five (45) days after the Agreement is signed and presented to all teachers now employed or hereafter employed. The School District shall furnish fifteen (15) copies of the Master Agreement to the Association for its use.

Section 11.2 Board Meeting Agenda and Minutes. One (1) copy of the preliminary agenda of each Board meeting and one (1) copy of the approved minutes of each Board meeting shall be given to each building representative and to the Association President.

Section 11.3 Use of Teachers' Cars. Teachers who may be required to use their own automobiles in the performance of their duties, including approved business of the School District, and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel. The mileage will be reimbursed upon written request by the teacher and written approval by the appropriate building principal using the mileage reimbursement form provided in each building office. Reimbursement will be made at the current rate allowed by the Internal Revenue Service for business mileage, with the effective date for change in rate being when the I.R.S. announces a rate change. Reimbursement shall apply to all approved business driving done between arrival at the first location at the beginning of their workday, provided, however, that if the distance from the teacher's home to the first location or from the teacher's last location to his/her home is greater than the distance between the teacher's home and his/her home base school, he/she shall be reimbursed for the difference in mileage.

Teachers will not be required to transport students in privately owned vehicles.

Section 11.4 Substitute Teachers. The School District shall endeavor to maintain an adequate list of substitute teachers.

Substitute teachers covered by this Agreement who are hired for 30 consecutive days up to 86 consecutive days for the same teacher shall be paid the beginning B.A. step rate per day and shall not be eligible for benefits under this Agreement. A full-time substitute teacher who is hired for 87 consecutive days or more will be placed on the salary schedule and will be eligible for the same benefits afforded to other full-time teachers.

## **ARTICLE XII**

### **STRIKES AND LOCKOUTS**

Section 12.1 No Strikes. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not directly or indirectly, engage in or assist in any strike, pursuant to the PELRA.

Section 12.2 No Lockouts. The School District also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in a lockout or any unfair labor practice as defined in the PELRA.

## ARTICLE XIII

### GRIEVANCES AND ARBITRATION

Section 13.1 Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement over the application of terms and conditions of employment as defined by this Agreement and the PELRA, and any claim that teacher has been subjected to disciplinary action without just cause.

Section 13.2 Representation. The teacher, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

#### Section 13.3 Definitions and Interpretations:

(a) Extension: Time limits specified in this agreement may be extended by mutual written Agreement.

(b) Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period. All such mail must be delivered as certified or registered mail.

Section 13.4 Consolidation of Grievances. The grievances of two (2) or more teachers signed by each may be consolidated by mutual consent of the grievant and the School District. The grievant in a consolidated grievance may be represented during the grievance procedure, pursuant to Section 13.2.

Section 13.5 Association Grievance. The Association may initiate a grievance which involves its prescribed duties as set forth in this Agreement.

Section 13.6 Time Limitation and Waiver. Grievances shall not be valid for consideration unless the grievance is received, by the School District's designee within thirty (30) days after the date the event is alleged to have occurred, on a copy of the "Teacher Grievance Form" in Appendix D with at least the following information completed: section of Agreement allegedly violated, date of alleged violation, remedy sought, date of grievance submission and name(s) and signature(s) of the grievant(s).

Failure to file any grievance within the thirty (30) day period shall be deemed a waiver thereof. Any grievance disputing the teacher's step or lane placement on the salary schedule for a school year shall be filed on or before the last teacher duty day of that school year. Failure to file a grievance with respect to step and lane placement within such time period shall bar the teacher's salary claim for that or any previous school year. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher(s) and the School District's designee who shall be the grievant's primary academic supervisor.

Section 13.7 Adjustment of Grievance. The School District and the teacher(s) shall attempt to adjust all grievances which may arise during the course of employment of any teacher(s) within the school district in the following manner:

(a) Level I: If the grievance is not resolved through informal discussions with the primary academic supervisor, the supervisor shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

(b) Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent, provided such appeal is received in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent, or his/her designee, after consultation with the Association, shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent, or his/her designee, shall issue a decision in writing to the parties involved.

(c) Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Board, provided such appeal is received in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the Board, the Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within fifteen (15) days after the meeting, the Board shall issue its decision in writing to the parties involved. At the option of the Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the Board. The Board shall then render its decision.

Section 13.8 Board Review. The Board reserves the right to review and revise any decision issued under Level I or Level II of this procedure provided the Board or its representative notifies the parties of its intention to review within (20) days after the decision has been rendered. In the event the Board reviews a grievance under this section, the Board reserves the right to reverse or modify such decision.

Section 13.9 Denial of Grievance. Failure of the Board or its representative(s) to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher(s) may appeal it to the next level. A written response will be issued to the grievant(s) upon request.

Section 13.10 Arbitration Procedures. The Association or an individual teacher may appeal to arbitration any grievance which has been properly appealed to the Board and which remains unresolved following the decision of the Board. If the grievant is filing individually, a letter from the Association shall be submitted to the superintendent with the request, stating that the alleged grievance has been reviewed by the Association and that the Association does not support the grievance.

(a) Request. A request to submit a grievance to arbitration must be in writing, plainly marked as follows:

REQUEST TO ARBITRATE GRIEVANCE

Date of action resulting in the alleged grievance for which this arbitration request is submitted.

Date this arbitration request is submitted.

Person allegedly aggrieved.

Such request must be filed in the office of the superintendent, signed by the aggrieved party (ies) and the Association, or by the aggrieved party only if the grievant is filing individually, within ten (10) days following the decision in Level III of the grievance procedure. If the grievant is filing individually, a letter from the Association shall be submitted to the superintendent with the request, stating that the alleged grievance has been reviewed by the Association and that the Association does not support the grievance.

(b) Prior Procedure Required. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

(c) Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties will seek a list of arbitrators from the Bureau of Mediation Services. The parties will strike names from the list provided unless there is mutual agreement to seek another list. The name remaining after the striking process will be the arbitrator. The request for the list of arbitrators will be made within ten (10) days after the request for arbitration. The request will be made to the arbitrator to arrange a mutually agreeable time to meet within thirty (30) days after the receipt of his/her appointment. Failure to request an arbitration within the timelines will constitute waiver of the grievance.

(d) Submission of Grievance Information.

(l) Upon appointment of the arbitrator, the appealing party(ies) shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the School District, the submission of the grievance which shall include the following:

(a) The issues involved.

(b) Statement of the facts and dates.

(c) Position of the grievant.

(d) The written documents relating to Sections 13.5 and 13.6 of the grievance procedure.

(2) The School District shall make a similar submission of information relating to the grievance within five (5) days after receiving notice of appointment of the arbitrator.

(e) Hearing. The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing, at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue before the arbitrator. The proceeding before the arbitrator shall be a hearing from the beginning.

(f) Decision. The decision by the arbitrator should be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for the PELRA.

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

(h) Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organization structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order the arbitrator shall give due consideration to the statutory rights and obligations of the Board to manage efficiently and conduct its operation within the legal limitations surrounding the financing of such operations.

(i) Election of Remedies for Teachers. If a grievant(s) is electing the grievance procedure, this procedure must be used first. If a teacher(s) seeks redress of a grievance through means other than stated contractual procedures, such action shall immediately waive the right to pursue the matter further under grievance procedures outlined in this article.

ARTICLE XIV

DURATION OF AGREEMENT

Section 14.1 Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2009, through June 30, 2011, and thereafter until modifications are made pursuant to the PELRA. The parties mutually agree that negotiations shall commence no earlier than April 1 prior to the expiration of this Agreement each negotiation year.

Section 14.2 Effect. This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the teachers of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 14.3 Finality. Any matters relating to the current Agreement term whether or not referred to in this Agreement shall not be open for negotiation during the term of this Agreement except after April 1 referred to in Section 14.1 above.

Section 14.4 Severability. The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

For:

For:

ORONO EDUCATION ASSOCIATION

INDEPENDENT SCHOOL DISTRICT 278

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chief Teacher Negotiator

\_\_\_\_\_  
Chief Board Negotiator

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

<u>STEP</u>	<u>BA</u>	<u>BA+10S</u>	<u>BA+20S</u>	<u>BA+30S</u>	<u>BA+40S</u>	<u>MA</u>	<u>MA+10S</u>	<u>MA+20S</u>	<u>MA+30S</u>	<u>MA+40S</u>	<u>Ed.S./Ph.D.</u>
1	35,571	36,776	37,981	39,186	40,391	42,039	43,244	44,449	45,654	46,859	48,064
2	36,380	37,585	38,790	39,995	41,200	43,117	44,322	45,527	46,732	47,937	49,142
3	37,188	38,393	39,598	40,803	42,008	44,195	45,400	46,605	47,810	49,015	50,220
4	38,805	40,010	41,215	42,420	43,625	46,351	47,556	48,761	49,966	51,171	52,376
5	40,422	41,627	42,832	44,037	45,242	48,506	49,711	50,916	52,121	53,326	54,531
6	42,308	43,513	44,718	45,923	47,128	50,662	51,867	53,072	54,277	55,482	56,687
7	44,195	45,400	46,605	47,810	49,015	52,818	54,023	55,228	56,433	57,638	58,843
8	44,195	47,286	48,491	49,696	50,901	54,974	56,179	57,384	58,589	59,794	60,999
9	44,195	47,286	48,491	51,582	52,787	57,130	58,335	59,540	60,745	61,950	63,155
10	44,195	48,447	49,652	52,743	53,948	58,291	59,496	60,701	61,906	63,111	64,316
11	44,195	49,728	50,933	54,024	55,229	59,572	60,777	61,982	63,187	64,392	65,597
12	44,195	51,026	52,231	55,322	56,527	60,870	62,075	63,280	64,485	65,690	66,895
13	44,195	52,310	53,515	56,606	57,811	62,154	63,359	64,564	65,769	66,974	68,179
14	44,195	52,310	53,515	58,054	59,259	63,602	64,807	66,012	67,217	68,422	69,627
15	44,195	52,310	53,515	59,605	60,810	65,153	66,358	67,563	68,768	69,973	71,178
16	44,195	52,310	53,515	60,952	62,157	66,500	67,705	68,910	70,115	71,320	72,525
17	44,195	52,310	53,515	61,209	62,414	68,562	69,767	70,972	72,177	73,382	74,587
18	44,195	52,310	53,515	61,209	62,414	68,562	69,767	70,972	72,177	73,382	74,587
19	44,195	52,310	53,515	61,209	62,414	68,562	69,767	70,972	72,177	73,382	74,587
20	44,195	52,310	53,515	62,169	63,374	69,533	70,738	71,943	73,148	74,353	75,558
21	44,195	52,310	53,515	62,169	63,374	69,533	70,738	71,943	73,148	74,353	75,558
22	44,195	52,310	53,515	62,169	63,374	69,533	70,738	71,943	73,148	74,353	75,558
23	44,195	52,310	53,515	63,169	64,374	70,571	71,776	72,981	74,186	75,391	76,596
24	44,195	52,310	53,515	63,169	64,374	70,571	71,776	72,981	74,186	75,391	76,596
25	44,195	52,310	53,515	63,169	64,374	70,571	71,776	72,981	74,186	75,391	76,596
26	44,195	52,310	53,515	64,171	65,376	71,750	72,955	74,160	75,365	76,570	77,775

<u>STEP</u>	<u>BA</u>	<u>BA+10S</u>	<u>BA+20S</u>	<u>BA+30S</u>	<u>BA+40S</u>	<u>MA</u>	<u>MA+10S</u>	<u>MA+20S</u>	<u>MA+30S</u>	<u>MA+40S</u>	<u>Ed.S./Ph.D.</u>
1	35,892	37,108	38,324	39,540	40,756	42,418	43,634	44,850	46,066	47,282	48,498
2	36,708	37,924	39,140	40,356	41,572	43,506	44,722	45,938	47,154	48,370	49,586
3	37,524	38,740	39,956	41,172	42,388	44,593	45,809	47,025	48,241	49,457	50,673
4	39,155	40,371	41,587	42,803	44,019	46,769	47,985	49,201	50,417	51,633	52,849
5	40,787	42,003	43,219	44,435	45,651	48,944	50,160	51,376	52,592	53,808	55,024
6	42,690	43,906	45,122	46,338	47,554	51,119	52,335	53,551	54,767	55,983	57,199
7	44,593	45,809	47,025	48,241	49,457	53,294	54,510	55,726	56,942	58,158	59,374
8	44,593	47,713	48,929	50,145	51,361	55,470	56,686	57,902	59,118	60,334	61,550
9	44,593	47,713	48,929	52,048	53,264	57,645	58,861	60,077	61,293	62,509	63,725
10	44,593	48,884	50,100	53,219	54,435	58,816	60,032	61,248	62,464	63,680	64,896
11	44,593	50,177	51,393	54,512	55,728	60,109	61,325	62,541	63,757	64,973	66,189
12	44,593	51,487	52,703	55,822	57,038	61,419	62,635	63,851	65,067	66,283	67,499
13	44,593	52,782	53,998	57,117	58,333	62,714	63,930	65,146	66,362	67,578	68,794
14	44,593	52,782	53,998	58,578	59,794	64,175	65,391	66,607	67,823	69,039	70,255
15	44,593	52,782	53,998	60,143	61,359	65,740	66,956	68,172	69,388	70,604	71,820
16	44,593	52,782	53,998	61,502	62,718	67,099	68,315	69,531	70,747	71,963	73,179
17	44,593	52,782	53,998	61,762	62,978	69,180	70,396	71,612	72,828	74,044	75,260
18	44,593	52,782	53,998	61,762	62,978	69,180	70,396	71,612	72,828	74,044	75,260
19	44,593	52,782	53,998	61,762	62,978	69,180	70,396	71,612	72,828	74,044	75,260
20	44,593	52,782	53,998	62,730	63,946	70,160	71,376	72,592	73,808	75,024	76,240

21											
	44,593	52,782	53,998	62,730	63,946	70,160	71,376	72,592	73,808	75,024	76,240
22											
	44,593	52,782	53,998	62,730	63,946	70,160	71,376	72,592	73,808	75,024	76,240
23											
	44,593	52,782	53,998	63,739	64,955	71,207	72,423	73,639	74,855	76,071	77,287
24											
	44,593	52,782	53,998	63,739	64,955	71,207	72,423	73,639	74,855	76,071	77,287
25											
	44,593	52,782	53,998	63,739	64,955	71,207	72,423	73,639	74,855	76,071	77,287
26											
	44,593	52,782	53,998	64,750	65,966	72,397	73,613	74,829	76,045	77,261	78,477

APPENDIX C

COORDINATOR POSITIONS:	<u>2009-10</u>	<u>2010-11</u>
District-Wide:		
Curriculum Coord.	2200	2,220
Media Services	1,429	1,442
Music	1,429	1,442
Vocational	1,429	1,442
Elementary:		
Grade Level(K-5)/MAC	1,834	1,851
Sp. Ed. - each bldg & ECH	1,429	1,442
DEPARTMENT CHAIRPERSONS:		
High School:		
Applied Academics	1,429	1,442
Fine Arts	1,429	1,442
Guidance	1,429	1,442
Health/Phy Ed.	1,429	1,442
Language Arts	1,429	1,442
Math	1,429	1,442
Science	1,429	1,442
Social	1,429	1,442
Special Education	1,429	1,442
World Language	1,429	1,442
Middle School:		
Applied Academics	1,429	1,442
Fine Arts	1,429	1,442
Health/Phy Ed.	1,429	1,442
Language Arts	1,429	1,442
Math	1,429	1,442
Science	1,429	1,442
Social	1,429	1,442
Special Education	1,429	1,442
World Language	1,429	1,442
EXTRA ASSIGNMENT PAY (each assign)	48.28	53.11

An amount of \$234 for 2009-10 and for 2010-11 will be added to the base amounts for departments with 6 or more people for Elementary Coordinators, High School and Middle School Department Chairpersons.

**APPENDIX C - ATHLETICS**

2009-10

ACTIVITY	FACTOR	HEAD COACH		JV/B COACH		9TH GRADE		ASST JV/B		ASST. 9TH	
		0-3 YRS	4+ YRS	0-3 YRS	4+ YRS	0-3 YRS	4+ YRS	0-3 YRS	4+ YRS	0-3 YRS	4+ YRS
Baseball	86%	4,927	5,149	3,695	3,862	2,956	3,089	2,771	2,897	1,774	1,853
Basketball-Boys'	100%	5,729	5,987	4,297	4,490	3,437	3,592	3,223	3,368	2,062	2,155
Basketball-Girls'	100%	5,729	5,987	4,297	4,490	3,437	3,592	3,223	3,368	2,062	2,155
Cheerleading	65%	3,724	3,891	2,793	2,918	2,234	2,335	2,095	2,189	1,340	1,401
Cross Country	65%	3,724	3,891	2,793	2,918	2,234	2,335	2,095	2,189	1,340	1,401
Dance Team	65%	3,724	3,891	2,793	2,918	2,234	2,335	2,095	2,189	1,340	1,401
Football	100%	5,729	5,987	4,297	4,490	3,437	3,592	3,223	3,368	2,062	2,155
Golf-Boys'	65%	3,724	3,891	2,793	2,918	2,234	2,335	2,095	2,189	1,340	1,401
Golf-Girls'	65%	3,724	3,891	2,793	2,918	2,234	2,335	2,095	2,189	1,340	1,401
Gymnastics	86%	4,927	5,149	3,695	3,862	2,956	3,089	2,771	2,897	1,774	1,853
Hockey-Boys'	100%	5,729	5,987	4,297	4,490	3,437	3,592	3,223	3,368	2,062	2,155
Hockey-Girls'	100%	5,729	5,987	4,297	4,490	3,437	3,592	3,223	3,368	2,062	2,155
Skiing	65%	3,724	3,891	2,793	2,918	2,234	2,335	2,095	2,189	1,340	1,401
Soccer- Boys'	86%	4,927	5,149	3,695	3,862	2,956	3,089	2,771	2,897	1,774	1,853
Soccer-Girls'	86%	4,927	5,149	3,695	3,862	2,956	3,089	2,771	2,897	1,774	1,853
Softball	86%	4,927	5,149	3,695	3,862	2,956	3,089	2,771	2,897	1,774	1,853
Swimming-Boys'	86%	4,927	5,149	3,695	3,862	2,956	3,089	2,771	2,897	1,774	1,853
Swimming-Girls'	86%	4,927	5,149	3,695	3,862	2,956	3,089	2,771	2,897	1,774	1,853
Tennis-Boys'	65%	3,724	3,891	2,793	2,918	2,234	2,335	2,095	2,189	1,340	1,401
Tennis-Girls'	65%	3,724	3,891	2,793	2,918	2,234	2,335	2,095	2,189	1,340	1,401
Track	86%	4,927	5,149	3,695	3,862	2,956	3,089	2,771	2,897	1,774	1,853
Volleyball	86%	4,927	5,149	3,695	3,862	2,956	3,089	2,771	2,897	1,774	1,853
Wrestling	86%	4,927	5,149	3,695	3,862	2,956	3,089	2,771	2,897	1,774	1,853

2010-11

ACTIVITY	FACTOR	HEAD COACH		JV/B COACH		9TH GRADE		ASST JV/B		ASST. 9TH	
		0-3 YRS	4+ YRS	0-3 YRS	4+ YRS	0-3 YRS	4+ YRS	0-3 YRS	4+ YRS	0-3 YRS	4+ YRS
Baseball	86%	4,972	5,195	3,729	3,896	2,983	3,117	2,797	2,922	1,790	1,870
Basketball-Boys'	100%	5,781	6,041	4,336	4,531	3,469	3,625	3,252	3,398	2,081	2,175
Basketball-Girls'	100%	5,781	6,041	4,336	4,531	3,469	3,625	3,252	3,398	2,081	2,175
Cheerleading	65%	3,758	3,927	2,819	2,945	2,255	2,356	2,114	2,209	1,353	1,414
Cross Country	65%	3,758	3,927	2,819	2,945	2,255	2,356	2,114	2,209	1,353	1,414
Dance Team	65%	3,758	3,927	2,819	2,945	2,255	2,356	2,114	2,209	1,353	1,414
Football	100%	5,781	6,041	4,336	4,531	3,469	3,625	3,252	3,398	2,081	2,175
Golf-Boys'	65%	3,758	3,927	2,819	2,945	2,255	2,356	2,114	2,209	1,353	1,414
Golf-Girls'	65%	3,758	3,927	2,819	2,945	2,255	2,356	2,114	2,209	1,353	1,414
Gymnastics	86%	4,972	5,195	3,729	3,896	2,983	3,117	2,797	2,922	1,790	1,870
Hockey-Boys'	100%	5,781	6,041	4,336	4,531	3,469	3,625	3,252	3,398	2,081	2,175
Hockey-Girls'	100%	5,781	6,041	4,336	4,531	3,469	3,625	3,252	3,398	2,081	2,175
Skiing	65%	3,758	3,927	2,819	2,945	2,255	2,356	2,114	2,209	1,353	1,414
Soccer- Boys'	86%	4,972	5,195	3,729	3,896	2,983	3,117	2,797	2,922	1,790	1,870
Soccer-Girls'	86%	4,972	5,195	3,729	3,896	2,983	3,117	2,797	2,922	1,790	1,870
Softball	86%	4,972	5,195	3,729	3,896	2,983	3,117	2,797	2,922	1,790	1,870
Swimming-Boys'	86%	4,972	5,195	3,729	3,896	2,983	3,117	2,797	2,922	1,790	1,870
Swimming-Girls'	86%	4,972	5,195	3,729	3,896	2,983	3,117	2,797	2,922	1,790	1,870
Tennis-Boys'	65%	3,758	3,927	2,819	2,945	2,255	2,356	2,114	2,209	1,353	1,414
Tennis-Girls'	65%	3,758	3,927	2,819	2,945	2,255	2,356	2,114	2,209	1,353	1,414
Track	86%	4,972	5,195	3,729	3,896	2,983	3,117	2,797	2,922	1,790	1,870
Volleyball	86%	4,972	5,195	3,729	3,896	2,983	3,117	2,797	2,922	1,790	1,870
Wrestling	86%	4,972	5,195	3,729	3,896	2,983	3,117	2,797	2,922	1,790	1,870

Career Increment: A teacher who has performed the same co-curricular activity in the School District for over 10 years shall receive 105% of the base compensation amount.  
 A teacher who has performed the same co-curricular activity in the School District for over 15 years shall receive 110% of the base compensation amount.

The coach's salary is calculated as follows (to the nearest dollar):

- JV/B Squad Coach = 75% of head coach salary
- 9th Grade Coach = 60% of head coach salary
- Assist. JV/B Squad Coach = 75% of JV/B coach salary
- Assist. (th Grade Coach) = 60% of the 9th grade coach salary

Note: Individuals performing the same activity job in 2005-06 or 2006-07 shall receive no less than the 1996-97 amounts

**APPENDIX C**

**NON-ATHLETICS**

<b>ACTIVITY</b>	<b>FACTOR</b>	<b>2009-10</b>		<b>2010-11</b>	
		<u>1-3 YRS</u>	<u>4+ YRS</u>	<u>1-3 YRS</u>	<u>4+ YRS</u>
<b><u>High School</u></b>					
Annual	65.0%	3,724	3,891	3,758	3,927
Auditorium Mgr.	21.0%	1,203	1,257	1,214	1,269
Class Advisor (12 grade)	21.0%	1,203	1,257	1,214	1,269
Class Advisor (11th grade)	10.5%	602	629	607	634
Debate Team	38.0%	2,177	2,275	2,197	2,296
Debate Team Asst.	10.5%	602	629	607	634
DECA	38.0%	2,177	2,275	2,197	2,296
Fall Musical	86.0%	4,927	5,149	4,972	5,195
Fall Musical Asst	38.0%	2,177	2,275	2,197	2,296
Jazz Ensemble	53.0%	3,036	3,173	3,064	3,202
Literary Magazine	21.0%	1,203	1,257	1,214	1,269
Marching Pep Band	38.0%	2,177	2,275	2,197	2,296
Math Team	38.0%	2,177	2,275	2,197	2,296
Mock Trial	21.0%	1,203	1,257	1,214	1,269
Music Listening	21.0%	1,203	1,257	1,214	1,269
National Honor Society	21.0%	1,203	1,257	1,214	1,269
Newspaper	53.0%	3,036	3,173	3,064	3,202
One Act Play	21.0%	1,203	1,257	1,214	1,269
One Act Play Asst	10.5%	602	629	607	634
Quiz Bowl	21.0%	1,203	1,257	1,214	1,269
Science Team	21.0%	1,203	1,257	1,214	1,269
Student Government	53.0%	3,036	3,173	3,064	3,202
Tech Contract Person	17.0%	974	1,018	983	1,027
Tech Trainer	13.4%	768	802	775	810
Three Act Play	53.0%	3,036	3,173	3,064	3,202
Three Act Play Asst	21.0%	1,203	1,257	1,214	1,269
Writing Contest	21.0%	1,203	1,257	1,214	1,269
<b><u>Middle School</u></b>					
Annual	38.0%	2,177	2,275	2,197	2,296
AV Mgr	19.0%	1,089	1,137	1,098	1,148
Jazz Ensemble	21.0%	1,203	1,257	1,214	1,269
Newspaper	53.0%	3,036	3,173	3,064	3,202
Student Government	38.0%	2,177	2,275	2,197	2,296
Tech Contact Person	17.0%	974	1,018	983	1,027
Tech Trainers	13.4%	768	802	775	810
<b><u>Elementary</u></b>					
K-2 Program - Total	38.0%	2,177	2,275	2,197	2,296
3-5 Program - Total	38.0%	2,177	2,275	2,197	2,296
Science Fair Coordinator	10.5%	602	629	607	634
Student Government	38.0%	2,177	2,275	2,197	2,296
Tech Contact Person	17.0%	974	1,018	983	1,027
Tech Trainer	13.4%	768	802	775	810
Wolfridge Supervision	3.5%	201	210	202	211
<b><u>District</u></b>					
Odyssey of the Mind Coord.	21.0%	1,203	1,257	1,214	1,269

Career Increment: A teacher who has performed the same co-curricular activity in the School District for over 10 years shall receive 105% of the base compensation amount.  
A teacher who has performed the same co-curricular activity in the School District for over 15 years shall receive 110% of the base compensation amount.

**Note: Individuals performing the same activity job in 1997-98 or 1998-99 shall receive no less than the 1996-97 amounts**

APPENDIX D  
Teacher Grievance Form  
Orono Independent School District No. 278

**>> LEVEL I**

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

Section of Agreement Allegedly Violated \_\_\_\_\_

\_\_\_\_\_

Date of Alleged Violation \_\_\_\_\_

Remedy Sought \_\_\_\_\_

Date of Submission at Informal Level \_\_\_\_\_

Response Requested in Writing      Yes      No

Change in Timelines to \_\_\_\_\_

Decision from Informal Discussion with Supervisor (5 days) (attach if necessary) \_\_\_\_\_

\_\_\_\_\_

**>> LEVEL II**

Date appealed to Superintendent (5 days) \_\_\_\_\_

Response Requested in Writing      Yes      No

Change in Timelines to \_\_\_\_\_

Date of Meeting with Superintendent (10 days) \_\_\_\_\_

Decision from Meeting with Superintendent (10 days) (attach if necessary) \_\_\_\_\_

\_\_\_\_\_

**>> LEVEL III**

Date Appealed to Board of Education (5 days) \_\_\_\_\_

Response Requested in Writing      Yes    No

Change in Timelines to \_\_\_\_\_

Date of Meeting with Board of Education (20 days) \_\_\_\_\_

Decision from Meeting with Board of Education (15 days) (attach if necessary) \_\_\_\_\_

\_\_\_\_\_

**>> LEVEL IV (ARBITRATION)**

Date of Submission to Arbitration (10 days) \_\_\_\_\_

Result of Arbitration (attach ruling) \_\_\_\_\_

\_\_\_\_\_

Name(s) of Grievant(s) \_\_\_\_\_

Signature(s) \_\_\_\_\_

\_\_\_\_\_

**APPENDIX E**

Individual Teaching Contract For Returning Orono Retirees

WHEREAS, \_\_\_\_\_ (“\_\_\_\_\_”) was employed as a \_\_\_(position)\_\_\_\_\_ by Orono Independent School District No. 278, Long Lake, Minnesota (“District”); and

WHEREAS, \_\_\_\_\_ submitted his/her resignation and retired from his/her employment with the District effective at the end of the \_\_\_\_\_ school year; and

WHEREAS, the Minnesota Legislature amended the Teachers Retirement Act (“TRA”) to allow a retired teacher to resume teaching service without forfeiting TRA annuity payment offsets for earning in excess of the annual limitation; and

WHEREAS, \_\_\_\_\_ has expressed willingness to fill the open \_\_\_\_\_ position for the \_\_\_\_\_ school year; and

WHEREAS, the District is willing to employ \_\_\_\_\_ for the \_\_\_\_\_ school year provided \_\_\_\_\_ expressly waives the right to a continuing position and to any seniority rights set forth in the continuing contract statute. \_\_\_\_\_ also agrees to waive any right to any other position in the District.

THEREFORE, it is agreed by and between the District and \_\_\_\_\_ as follows:

1. The District hereby employs \_\_\_\_\_ as a \_\_\_\_\_ for the \_\_\_\_\_ school year only. \_\_\_\_\_’s salary will be \_\_\_\_\_ (salary must not be less than the lowest salary or more than the highest salary on the current salary schedule for a 1.0 full-time equivalent.).
2. As of the end of the \_\_\_\_\_ school year, \_\_\_\_\_ shall have no right to further employment with the District in the position of \_\_\_\_\_ or any other position. \_\_\_\_\_ knowingly and voluntarily waives the right under the continuing contract statute to a continuing position with the District and to exercise seniority for any particular position pursuant to M. S. 122A.40. \_\_\_\_\_ expressly retains all other rights under M.S. 122A.40, including the right to a hearing under Subd. 5, prior to discharge during the school year and the right to challenge any documentation in the personnel file through the grievance procedure.
3. Because of the limited period of \_\_\_\_\_’s employment, \_\_\_\_\_ also acknowledges that the District and the Orono Education Association have agreed that the following provisions contained in the current teachers’ Master Agreement will not apply to his/her employment: Article VII, Section 6 (Borrowing From Future Leave Accrual); Article VIII (Extended Leaves of Absence); Article IX (Unrequested Leave); Article X (Retirement and Severance Pay); and Letter of Understanding #5 (Change in Teacher Assignment).
4. In addition, \_\_\_\_\_ chooses medical insurance coverage under Article \_\_\_\_\_, Section \_\_\_\_\_ of the Master Agreement.
5. \_\_\_\_\_ acknowledges by executing the Agreement that there are no covenants, promises, undertakings or understandings outside this Agreement other than those specifically set forth herein.

6. Nothing contained in this Agreement shall constitute nor be implied to constitute a past practice.

I have read the foregoing Agreement. I have had the opportunity to confer with the Orono Education Association regarding my rights, and by signing I confirm that I fully understand and agree to the terms and application of this Agreement.

Date \_\_\_\_\_

\_\_\_\_\_  
Teacher, Independent School District No. 278

Date \_\_\_\_\_

\_\_\_\_\_  
School Board Chair

Date \_\_\_\_\_

\_\_\_\_\_  
School Board Clerk

## LETTER OF UNDERSTANDING

2009-11

It is the intention of the parties that the following items clarify the Master Agreement but are not considered a part of this Agreement:

1. Unexcused Absence of Teachers: Both parties agree that continuity of instruction and/or program coordination is affected adversely when the regular teacher or specialist is absent. Requests by teachers for unexcused absence for travel or other non-professional activities that fall outside of leave of absence provisions is, therefore, discouraged.
2. Reimbursement of Tuition and Expenses: Reimbursement of approved credits that will not result in credit on the salary schedule is referred to the Staff Development Committee.
3. Staff Development: Agreed that O.E.A. will appoint one member from each school division to serve on the Staff Development Committee, with the additional members on this committee appointed by the superintendent.
4. Term Life Insurance for Retirees: Commencing January 1, 1990, the School District agreed to offer a \$10,000 term life insurance policy for retirees until age 70, paid for by the retiree, with the understanding that this benefit is subject to the School District being able to secure this coverage in future years. It is understood that this agreement extends through this Agreement period, 1993-95.
5. Change in Teacher Assignment: For requested or involuntary change in teacher assignment, the following procedure will be followed:

### Voluntary Change of Assignment

a) Requests by teachers for voluntary change of assignment shall be made in writing, on forms furnished by the School District one copy of which shall be filed with the Principal(s) involved and one copy with the Association. Such voluntary change of assignment requested by the teacher shall be made in writing by April 1 or 5 days after a job posting, whichever occurs later, of the year preceding when the change of assignment is desired. The request shall set forth the reasons for the change, the building, grade, subject matter, or position sought, and the applicant's academic qualifications. Such requests may be renewed each year to assure active consideration by the School District and its representatives. Each teacher applying for a voluntary change of assignment shall be notified in writing in a timely manner of the disposition of such application. If a vacancy occurs, it may, but will not necessarily, be filled from those teachers requesting a change of assignment.

### Involuntary Change of Assignment

If, after consideration of those teachers requesting a voluntary change in assignment, an involuntary change in major teaching assignment becomes necessary, the procedures outlined in a) - g) will be followed by the School District. (Note: These involuntary change of assignment procedures do not apply to special education teachers who can be transferred by the administration as deemed necessary.) A major change of teaching assignment shall be defined as a change of certificated assignment from building to building or, at the primary-elementary level, as any change between two non-contiguous grades unless the teacher has taught the grade within the past three (3) years and, at the secondary level, as any change from one major certificated area to another, unless the teacher has taught in that field within the past three (3) years.

a) The superintendent and the Association shall be notified in writing by the principal(s) when an involuntary transfer is to be made. Reasons for the transfer will be included in the notification.

b) The superintendent will publish a request for volunteers to each teacher qualified, as determined by the seniority list, for such reassignment, and each teacher will be notified individually and a copy placed in the teachers' lounge. A teacher must notify the superintendent, in writing, within five days that he/she is volunteering for the transfer. Principals will meet with all volunteers who will be given first consideration for the transfer.

c) If there are no volunteers, or no one is selected from those who apply, the principals involved shall meet and list all teachers eligible for transfer. From this group, as many teachers as are considered realistic candidates in the principals' judgment will be selected for individual interviews. The interviews will be conducted in the order of seniority, with the least senior teachers interviewed first. The purpose of the interview is to explain the reasons for making such assignment changes to the teachers involved and to obtain the opinions of each regarding the potential transfer. In selecting the group to be interviewed and in conducting the interviews, the criteria used will be seniority, personal preference of the teacher(s), qualifications of the teacher(s) and effect on the educational program. Special concerns of teachers with long records of School District service will be considered and discussed during the interview and decision-making process. In the event that all other criteria are essentially similar, in the judgment of the administration, the preference of the teacher highest on the seniority list shall be the controlling factor.

d) Discussion of the transfer with grade level or department coordinators shall be at the principals' discretion. The teacher(s), however, retains the right to request a representative from the Association to be present during the interview.

e) The final decision will be made by the principal, in consultation with the superintendent, if the transfer is within the building or by the superintendent, in consultation with the appropriate principals, if the transfer involves more than one building.

f) Written notice concerning the transfer, signed by the decision-making administrator(s), will be given to the teacher to be reassigned.

g) Any additional days for preparation time allowed by the School District for the transferred teacher will be as agreed between the teacher and the superintendent, with the superintendent's decision being final.

6. Assignment to More Than One School: When a teacher is to be given a dual building assignment, the principals involved and the teacher will meet not later than August 1 or the date of employment, whichever occurs later, and decide upon a mutually acceptable assignment involving reduced student contact time. If it is not possible to reach a mutually acceptable arrangement, the matter will be resolved by the teacher appealing the issue to the superintendent with the superintendent's decision being final.

7. Student teachers will be placed with tenured teachers only. Placements will be made based on mutual agreement between administrator and cooperating teacher.

8. An insurance committee will continue to meet to study group hospitalization/medical benefits option(s), including Voluntary Employee Benefits Association (VEBA) plans.

9. For the 2009-10 and 2010-11 school years, teachers new to the School District will have 186 duty days for the first year only.

10. All position vacancies that are covered by this agreement shall be posted electronically using the employee email data base available that day.

11. The District will make every reasonable effort to not assign a "duty" to the individual teacher serving in the capacity as the current OEA president.

12. Hiring of recently-retired Orono teachers

(1) The Association understands the District may want to hire recently-retired Orono teachers to fill vacant positions of less than full-time. It is understood that current teaching staff members will not have their full-time status reduced in order to hire a retired teacher. These teachers are eligible for benefits under this Agreement, except as follows:

(a) Article VII, Section 6 (Borrowing From Future Leave Accrual);

(b) Article VIII (Extended Leaves of Absence);

(c) Article IX (Unrequested Leave);

(d) Article X (Retirement and Severance Pay);

(e) Letter of Understanding #5 (Change in Teacher Assignment)

(f) In addition, retirees may choose medical insurance coverage either under Article VI, Section 3 (Hospitalization and Medical Insurance) or Article X, Section 7 (Retirement Health Insurance), but not both.

(2) The parties acknowledge that returning retirees covered by this Memorandum of Understanding do not waive eligibility for Retirement and Severance Pay (Article X) or any other retirement benefit to which they were entitled at the time of their retirement.

(3) The "Retiree Individual Contract" form found in Appendix E should be used for all re-hiring of Orono retirees.

(4) All applicable state statutes apply.

13. Alternative Teacher Professional Pay System

- (1) The ratification by both parties of the Alternative Teacher Professional Pay System, herein after referred to as "ATPPS", will occur on an annual basis in the spring of each year no later than June 1. Details of the ATPPS plan can be found in the MDE approved application.
- (2) Either party may opt-out of the plan as a result of that ratification vote but must do so by June 1 of each year.
- (3) Implementation of the ATPPS plan will stop if funding sources cease to exist.
- (4) The MDE approved ATPPS plan document is incorporated by reference and supplemental salary amounts shall be paid no later than June 15 of each school year with the exception of the building goal achievement which will be paid in a timely manner after receipt of assessment results from the Minnesota Department of Education or other sources required to determine if the building goal has been achieved. The stipend for Teacher Lead, Teacher Evaluator and PLC Team Lead shall be paid out on a prorated basis throughout the 24 pay periods. The stipend for PLC Building Lead and Mentor which will be paid out in two equal installments on the December 15 payroll and on the May 15 payroll.
- (5) Both parties agree that an ATPPS Coordination Committee will be created to monitor the progress of the plan's implementation and make recommendations for changes to the plan, if necessary. This committee will be co-chaired by an OEA member who serves in the capacity of the ATPPS Teacher Leader and the District's Director of Learning and Accountability. Membership of this committee will consist of 4 administrators and 8 OEA members.
- (6) It is understood that documentation from individual observations conducted by teacher evaluators will not become a part of an individual's personnel file. A summary document indicating that the individual has met the requirement for the supplemental salary is the only documentation required.

14. Teachers who were requested to take specific Advance Placement (AP) coursework during the 2007-08 and/or 2008-09 school years shall be given credit using Section 5.16 requirements with the exception that prior approval shall be waived and any resulting lane change shall be retroactive to completion of credits. The waiving of the prior approval shall be during the 2009-10 school year only.

WE, THE UNDERSIGNED, AGREE TO THIS LETTER OF UNDERSTANDING.

ORONO EDUCATION ASSOCIATION

ORONO BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_, 20\_\_  
Date

\_\_\_\_\_, 20\_\_  
Date