

Wayzata Public Schools

**Independent School District 284
Wayzata, Minnesota**

and the

Wayzata Education Association

MASTER CONTRACT

July 1, 2009 through June 30, 2011

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2009-11 Master Contract

This contract is made and entered into by and between INDEPENDENT SCHOOL DISTRICT NO. 284, Hennepin County, Minnesota, hereinafter referred to as the "Employer," and the WAYZATA EDUCATION ASSOCIATION, hereinafter referred to as the "Association."

Article I Purpose

Section 1.1 Purpose

The purpose of this Contract is to encourage and increase orderly, constructive and harmonious relationships between the Employer, its teachers, and their duly authorized exclusive representative, the Association; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the Employer and the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the "PELRA"). Terms not specifically defined in this Contract shall have the meanings given them under the PELRA.

Section 1.2 Performance Increment Defined

Within this document, effective July 1, 2006, the term step shall be defined as Performance Increments.

Article II Recognition

Section 2.1 Recognition

The Employer hereby recognizes the Association as the exclusive representative for the purpose of negotiating terms and conditions of employment for all persons included in the appropriate unit of teachers employed by the Employer, as established pursuant to the specific inclusions and exclusions provided in PELRA.

Whenever used in this Contract, the term "teacher" shall mean any employee who is included in the foregoing unit.

The Employer agrees that it will not meet and negotiate or meet and confer with any other organization with respect to teachers as long as the Association continues to be the duly authorized exclusive representative.

Article III Teacher/Association Rights

Section 3.1 Right to Join

The Employer shall not interfere with the rights of teachers to join or participate in the Association. The Association shall not interfere with the right of teachers not to join or

participate in the Association. The Employer agrees that it will not meet and negotiate or meet and confer with any other organization with respect to teachers as long as the Association continues to be the duly authorized exclusive representative.

Section 3.2 Dues Check-off

The Association shall give written notice to the payroll office at the beginning of each school year specifying the Association’s current annual rate of membership dues for the forthcoming school year. The Employer agrees to deduct dues for membership in the Association, and to forward such dues to the Association, for any individual teacher who has authorized such dues check-off on the following form:

I hereby request and authorize Independent School District No. 284 to deduct from each of the ten (10) consecutive regular payroll checks commencing two (2) calendar weeks or more following receipt by the District of notice of the annual dues amount from the Wayzata Education Association, one/tenth (1/10th) of the current annual rate of national, state and local dues for membership in the Wayzata Education Association. This dues check-off authorization shall be valid only for pay periods commencing fifteen (15) days or more after it is filed with the payroll officer, and may be revoked upon fifteen (15) days notice in writing to the payroll officer. I hereby waive all right and claim for such monies deducted in accordance with this authorization, and relieve Independent School District No. 284 and all of its officers and agents from any liability therefor.

Date

Employee’s Signature

Section 3.3 Fair Share Fee

Any teacher 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 the payroll office, the Director of the Bureau of Mediation Services, and each teacher of the amount of the fair share fee at the beginning of each school year, and shall certify that such fair share fee conforms to the requirements of PELRA.

A fair share fee deduction will be made for an individual teacher upon written notice by the Association to the payroll office that such teacher is not a member of the Association. The Employer will thereafter make deductions of the fair share fee from each paycheck occurring thirty (30) days or more subsequent to such written notice. The Association shall notify the payroll office in writing within ten (10) days after 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 validity of the fair share fee deduction shall be solely between the Association and the individual teacher involved. The Association hereby warrants and covenants that it will defend, indemnify, and save the Employer 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 provided herein.

Section 3.4 Building Representatives

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided this shall not interfere with or interrupt normal school activities. The Association shall provide the Employer with a list of the Union authorized representatives.

Section 3.5 Use of Equipment and Facilities

The Association shall have the right to reasonable use of facilities and equipment of the Employer at reasonable times when such facilities and equipment are not in use. The Employer shall establish a list of charges for the cost of using the equipment or facilities whenever the use of such equipment or facilities results in an additional cost to the Employer.

Section 3.6 Communications

The Association shall have the right to post notice of activities or matters of Association concerns on teacher bulletin boards. The Association may use the district mail service, e-mail and teacher mail boxes, in a reasonable manner, for communication to teachers.

Section 3.7 Association Leave

Should the WEA decide to have a leadership team both years of the 2009-11 Master Contract, the WEA will be granted up to eighty (80) days of Association leave per year. The first fifty (50) days will be paid for by the School District; after fifty (50) days the Association will pay costs for any necessary substitute coverage.

Should the WEA decide to have a leadership team the first year of the contract and a president the second year of the contract, during the term of this contract the WEA will be granted up to 80 days of Association leave; the first fifty (50) days will be paid for by the District and for any days beyond fifty (50) any necessary substitute coverage will be paid for by the Association. During the term of this contract, one of the sabbatical leaves reserved for teachers may be used for a full time president. This position will be funded at the replacement cost of one FTE (full time equivalent). The association will pay for 20% or 25% of the president's salary for the year, depending on where the chosen president falls on the salary schedule as discussed in Section 7.6 Sabbatical Leave. The district will pay normal sabbatical costs. The two (2) years of full time work normally required following a sabbatical will be waived for this position. Forty (40) additional days will be funded by the District for Association related work.

Section 3.8 Personnel Files

A teacher's personnel file shall be available to the teacher for review of the contents upon request to Human Resources. Human Resources shall schedule an appointment at a mutually convenient time when a teacher requests such an appointment. A representative of the Association may, at the teacher's request, accompany the teacher. Teachers shall have the right to reproduce their file materials provided they first schedule a mutually agreeable time and pay reasonable copying costs for such reproduction. A teacher shall receive a copy of any deficiency notice, negative letter or negative report placed in the teacher's personnel file. The copy shall be sent to the teacher at the time of placement in the personnel file. The teacher shall have the right to file a written reply to such material. Sixty (60) days after this agreement is executed, the parties agree that material placed in the teacher's file prior to that date shall remain in the file, subject to the right of teachers to file a written reply to such materials. The provisions of this section shall not be considered to restrict a teacher's right as established by Minn. Statute 122A.40, Subd. 19, and as further set out in Article XIII of this Agreement.

Section 3.9 Transfer

The employer reserves the right to establish policies and procedures by which teachers are transferred. Disputes over the interpretation or application of these policies and procedures shall be subject to the grievance and arbitration provisions of Article XIII of this agreement. All transfers shall be done according to the procedures set forth in the Regulation on Professional Staff Assignments and Transfers. Although the

Regulation is not part of this Master Contract, the Employer shall meet and confer with the Association prior to adopting any changes to such Regulation

Section 3.10 Non-Discrimination

Neither the Employer nor the Association will discriminate against any teacher by reason of the teacher's race, religion, national origin, sex, marital status or age, as those terms are defined under Title VII of the Civil Rights Act of 1964, or Chapter 363A of Minnesota Statutes. Since alleged discriminatory acts on the above defined basis, under the above referenced statutes, are under the jurisdiction of appropriate state or federal agencies, the arbitration provisions of this Agreement, which are set forth in Section 13.8 and 13.9, shall not be applicable to any grievances alleging violation of the above provisions. Instead, any grievance alleging violations of the above provisions which are not satisfactorily adjusted under Stages 1, 2, 3 or Optional Grievance Mediation of the Grievance Procedure shall be subject to the jurisdiction of the appropriate federal or state administrative agency.

Section 3.11 Violent Student Notification

Pursuant to MS 121A.64 Notification, representatives of the school board and the exclusive representative of the teachers shall discuss the issues related to notification prior to placement in classrooms of students with histories of violent behavior and any need for intervention services or conflict resolution or training for staff in these cases.

Section 3.12 Teacher Safety / Teacher Association Rights

The Employer and the Administration of Wayzata Public Schools are committed to a safe learning and working environment for all teachers in the District. There may be circumstances where staff members of the District feel that the safety of a student or staff member is not adequately addressed by their supervisor. In this case, staff members should request a meeting of their immediate supervisor, a WEA representative, and the individual to whom their supervisor reports. The purpose of the meeting will be to review the matter as to how the situation will be addressed.

Article IV

Teacher Duties and Responsibilities

Section 4.1 Basic Duties

Each teacher shall teach in such places, grades or subjects as shall be designated by the Employer. Each teacher shall perform all services prescribed by the Employer for the position assigned, and observe all policies, rules and regulations established from time to time by the Employer. The Employer recognizes the right of the Association to meet and confer with the Employer with respect to such policies, rules and regulations.

Section 4.2 Hours of Employment

Whenever used in this Contract, the term "full-time teacher" shall mean any teacher who is required to devote at least forty (40) hours per week to the performance of basic duties. The term "part-time teacher" shall mean any teacher whose individual contract or hourly assignment requires basic duties of less than forty (40) hours per week. The term "eligible teacher" shall mean any teacher whose individual contract or hourly assignment requires the performance of services of at least thirty-two (32) hours per week, but shall not include a long-term substitute employed for less than one-half of the annual work days. Each teacher is expected to be available for the hours required by such teacher's individual contract as needed during the school day

established for the particular building level. Under normal circumstances, full-time teachers are expected to remain in the building eight (8) hours each work day. Each eligible teacher and full-time, long-term substitute shall have a duty-free lunch period of thirty (30) minutes, except for emergencies. Teachers may be required to reasonably participate in school activities, institutes, conferences and meetings outside the normal school day, as directed by the Employer.

Section 4.3 Basic School Year

Beginning with the 2005-06 school year the total number of work days for each full-time teacher employed for the full basic school year shall be 184. Deductions for each work day of absence without pay during the basic school year will be based upon the teacher's annual basic salary divided by 184. Beginning with the 2006-07 school year, student contact days shall be 172 days. Work days during the basic school year shall be as specified in the school calendar as adopted by the Employer.

In contract year 2009-10 teachers new to the district will be expected to attend pre-workshop days and will be compensated at \$130 per day. In the contract year 2010-11 teachers new to the district will be expected to attend pre-workshop days and will be compensated at \$140 per day. Part of the pre-workshop is reserved for WEA use. Deductions for missing that day will be a loss of the stipend for that day. These teachers will be expected to complete an additional 16 hours of training during the first year of employment.

Section 4.4 Additional Work Days

Work days beyond the basic school year during which an individual teacher is required to continue to perform regular basic duties shall be as established by the Employer. Compensation for each such additional work day shall be based upon the teacher's annual basic salary divided by the number of days in the basic school year.

Section 4.5 Legal Holidays and Emergency Closings

Each teacher shall perform services on those work days designated by the Employer, including those legal holidays on which the Employer is authorized to conduct school. Each teacher shall also perform services on such work day or days as the Employer shall determine in lieu of any work day or days cancelled due to any emergency; provided, however, that the Employer shall make every reasonable effort to ensure that any cancelled workdays which are rescheduled occur prior to the last regularly scheduled work day for the school year. It is understood that the rescheduling of cancelled work 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 Employer recognizes the right of the Association to meet and confer regarding the rescheduling of work days and changes in the length of the work day.

Section 4.6 Preparation Time

Within the student day for every 25 minutes of classroom instructional time, a minimum of five additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be provided in one (1) or two (2) uninterrupted blocks during the student day. Exceptions to this may be made by mutual agreement between the district and the exclusive representative of the teachers, based on input of the building administration and teachers.

Section 4.7 Retention of License(s)

In order to retain employment, teachers are required to maintain the license(s) in the area(s) in which they are currently teaching and the license(s) with which they were

initially hired unless their assignment has not necessitated the license(s) for three previous years.

Section 4.8 Notice of Retirement or Resignation

A teacher must submit a written letter of retirement or resignation to the Human Resources Department by February 1.

Article V

Compensation

Section 5.1 Basic Salary Schedules

The Basic Salary Schedule set forth in Appendix A (which is attached hereto and made a part of this Contract) shall be effective as of July 1, 2009 and until June 30, 2010. The Basic Salary Schedule set forth in Appendix B (which is attached hereto and made a part of this Contract) shall be effective as of July 1, 2010 and until June 30, 2011. Such basic salary schedules shall apply to the performance of basic duties during the basic school year. Part-time teachers employed in regular teaching positions will be compensated for the performance of basic duties according to the basic salary schedule, prorated on the basis of their employment (e.g., a teacher employed one-half time will receive one-half pay).

Section 5.2 Status of Basic Salary Schedules

The basic salary schedules set forth in this Contract are not, and shall not be construed to be, a part of the individual contract or continuing contract of any individual teacher. The Employer reserves the right to withhold step advancement, lane advancement, or any other salary increase for any teacher for just cause.

Section 5.3 Initial Placement

Initial placement on the basic salary schedule shall be determined by mutual agreement between the individual teacher and the Employer.

Section 5.4 Performance Increment

Beginning July 1, 2007, a full-time teacher will advance one (1) Performance Increment for each basic school year in which he/she receives two (2) satisfactory performance evaluations or completes the appeal process outlined in Article V Section 5.6 Part 8 with a satisfactory evaluation.

No Performance Increment will be granted to full-time teachers performing basic duties for the employer on fewer than one hundred twenty (120) work days during the basic school year. Full-time teachers performing basic duties for the employer on one hundred twenty (120) or more work days during the basic school year will be eligible for a Performance Increment upon receiving two (2) satisfactory evaluations or the completion of the appeal process in Article V Section 5.6 Part 8 with a satisfactory evaluation.

The Employer will keep a cumulative record of the total contracted service for each part-time teacher, expressed as a full-time equivalent. Performance increment advancement for a part-time teacher will be based upon the cumulative full-time equivalent service for such teacher as of the first workday of the basic school year. Example: As of the first day of the 2009-10 school-year, Teacher A has taught on a contract for 60% service each work day for two years, and Teacher B has taught on a contract for two work days per week for one year.

Teacher A's cumulative service is 222 work days, which is more than 120 work days, so Teacher A would qualify for 1 performance increment advancement and would be placed on performance increment 2 for 2010-11. Teacher B's cumulative service is 74 work days, which is less than 120 work days, so Teacher B would not qualify for a performance increment advancement in 2010-11.

Section 5.5 Lane Advancement

Effective July 1, 2009 and until June 30, 2011, the compensation specified in individual teacher contracts for teachers previously placed on the basic salary schedule will reflect lane advancements as set forth below, subject to the right of the Employer to withhold salary increases for just cause.

Teachers who have completed at least one year of service for the Employer may advance to higher salary lanes by obtaining additional training, degrees, and/or credits for in service work required by the Employer. Teachers must submit programs for such lane advancement to the building principal for review and approval by the designated central office administrator prior to commencement of the coursework. Programs submitted for approval must cover a block of at least 15 quarter hours of credit, and shall include a general description of the coursework to be taken under the program and the relevance of such coursework to the teacher's assignment.

Transcripts of credits or other necessary verification must be submitted prior to September 1 for lane change effective at the start of the school year and prior to February 1 for lane change effective at midyear, except that transcripts of credits earned in the immediately preceding summer session may be used to qualify for lane advancement retroactive to September 1 if submitted on or before October 15. Forms for lane advancement application are available from the building principals.

All official transcripts filed by a teacher will be maintained in the teacher's personnel file. Upon request a receipt will be issued for any transcripts or other documentation submitted.

Advanced-degree programs must be taken from accredited institutions. Approved advanced degree programs will relate directly to the teaching assignment.

A lower division college course may be approved for lane advancement only where it would offer clear and significant breadth to the teacher's instructional background.

- a. The second salary lane (B.A.+15) may be attained by:
 1. Submitting an approved program and satisfactorily completing 15 quarter hours of upper division or graduate course credits after completion of the bachelor's degree. At least 60% of the course credits in such an Employer approved program must be in the area of the teacher's assigned basic duties, subject to approval of a specific exception for good cause by the building principal and the designated central office administrator.
- b. The third salary lane (B.A.+30) may be attained by:
 1. Submitting an approved program and satisfactorily completing 30 quarter hours of upper division or graduate course credits after completion of the bachelor's degree. At least 60% of the course credits in such an Employer approved program must be in the area of the teacher's assigned basic duties, subject to approval of a specific exception for good cause by the building principal and the designated central office administrator.

2. Course completion of a bachelor's degree in education after completion of a bachelor's degree in the subject field taught (a planned sequence).
- c. The fourth salary lane (B.A.+45) may be obtained by:
 1. Submitting an approved program for obtaining a master's degree and satisfactorily completing 45 quarter hours in upper division or graduate course credits after completion of the bachelor's degree.
- d. The fifth salary lane (B.A.+60) may be obtained by:
 1. Submitting an approved program for obtaining a master's degree and satisfactorily completing 60 quarter hours in upper division or graduate course credits after completion of the bachelor's degree. A "B" average must be maintained for courses qualifying for advancement from B.A.+45 to B.A.+60 only.
- e. The sixth salary lane (M.A. In Field) may be obtained by:
 1. Submitting for advance approval and satisfactorily completing a master's degree directly in the subject field(s) taught.
 2. Completion of a master's degree in education in which at least 75% of the courses apply to subjects taught.
 3. Completion of an M.A.T. from an approved graduate school, based upon a B.A. in the subject area taught.

Effective as of the beginning of the 1987-88 school year, no teacher may advance to the M.A. In Field lane without a master's degree, unless such teacher had a course or courses approved on or before August 26, 1977 for credit toward advancement from the B.A.+45 lane to the B.A.+60 lane. Teachers who attained the B.A.+60 prior to the 1987-88 school year will remain on the M.A. In Field lane.
- f. The seventh salary lane (M.A.+15) may be attained by:
 1. Submitting an approved program and satisfactorily completing 15 hours in related upper division and graduate courses all of which must be taken following completion of the M.A. In Field.
- g. The eighth salary lane (M.A.+30) may be attained by:
 1. Submitting an approved program and satisfactorily completing 30 hours in related upper division and graduate courses, all of which must be taken following completion of the M.A. in Field.
- h. The ninth salary lane (M.A.+45) may be attained by:
 1. Submitting an approved program and satisfactorily completing 45 hours in related upper division and graduate courses, all of which must be taken following completion of the M.A. in field.
- i. The tenth salary lane (M.A.+60/Specialist) may be attained by:
 1. Submitting an approved program and satisfactorily completing 60 hours in related upper division and graduate credits, all of which must be taken following completion of the M.A. in field.
 2. Submitting an approved program and attaining the specialist degree from an approved institution in the field of assignment.
- j. The eleventh salary lane (The Doctoral Degree) may be reached by:
 1. Submitting an approved program and attaining the doctoral degree from an approved institution in the field of assignment.

- k. Special Institutes or Workshops. Graduate credits received for attendance at special institutes or workshops while enrolled in a master's degree program which do not count toward fulfillment of the requirements of the master's degree may in some cases be applied toward satisfaction of the requirements for lane advancement beyond the M.A. In Field lane. Such use of the credits from a special institute or workshop must be approved in advance of the workshop or institute. Up to 6 quarter hours of graduate course credits so earned and approved may be applied toward advancement to the M.A.+15 lane, and up to a total of 9 quarter hours of graduate course credits so earned and approved may be applied toward advancement to lanes beyond M.A.+15.
- l. Courses Required by Employer. A teacher who is required by the Employer to complete upper division, graduate or inservice credits which would not otherwise qualify to be applied toward lane advancement will be reimbursed by the Employer for tuition expenses. Such teacher will also be paid for scheduled classroom hours outside the school day at the applicable rate for curriculum writing.
- m. Special Master's Degree Programs. The Employer may grant advance approval to treat the completion of a special master's degree program directly related to a teacher's current teaching assignment as the equivalent of completing the requirements for a salary lane beyond the M.A. In Field, such as the M.A.+15 or M.A.+30 salary lane. Approval for such an equivalency will require at least a showing that the special master's degree program includes substantial additional course credits beyond the requirements generally applicable to the M.A. In Field. (E.g. a Master's Degree in Social Work requiring a B.A. degree plus 81 course credits compared to 45 credits generally required for an M.A. In Field may be approved as the equivalent of an M.A.+30.) Further advancement to higher salary lanes will be based only on courses taken after the completion of the special master's degree program. (In the example above, advancement to the M.A.+45 lane would require 15 credit hours completed after the Master's Degree in Social Work.)

Section 5.6 Alternative Compensation Program

Part 1 Purpose

Wayzata Public Schools' primary goal is to increase student learning by providing each teacher with the support and tools to maximize his or her effectiveness as a teacher and encourage professional growth throughout the teacher's career. The focus of the Wayzata Public Schools' Alternative Compensation Plan is to attract, develop and retain high quality teachers.

Part 2 Peer Coaching

A primary component of the Alternative Compensation Plan is peer coaching. A Peer Coach is an exemplary teacher and instructional leader who coaches colleagues by modeling best practice strategies, conferencing, observing, evaluating, and providing substantive feedback.

The process for selecting Peer Coaches will begin with an internal job posting. Candidates for the Peer Coaching positions will have consistently demonstrated effective instructional practices. Letters of recommendation from supervisors and colleagues will

be required as part of the application process. Criteria for selection of the Peer Coaches include:

- a. Repeated participation in building and/or District initiatives,
- b. Commitment to professional development and growth,
- c. Demonstrated knowledge of a broad base of instructional strategies and practices that promote student learning,
- d. Effective communication skills,
- e. A minimum of seven (7) years of teaching experience.

Postings for the positions may specify the requirement of elementary or secondary experience. It is the District's intent to hire internal candidates, but if enough qualified candidates do not apply the job will be posted externally.

For the initial selection of Peer Coaches an interview team consisting of the Alternative Compensation Program Supervisor, three (3) administrators appointed by the Superintendent, and four (4) representatives appointed by the WEA will interview, select, and recommend for employment. Recommendations for employment must be reached by a consensus of the interview team.

Subsequent selection of Peer Coaches will be made by an interview team consisting of two (2) current Peer Coaches appointed by the WEA executive board and two (2) teachers appointed by the WEA executive board, the Alternative Compensation Program Supervisor, and three (3) administrators appointed by the superintendent. Recommendations for employment must be reached by a consensus of the interview team.

The Peer Coaches will be paid at the same rate as their current position as identified on the Master Agreement. If additional days are required for the purpose of training, the Peer Coaches will be reimbursed in the form of comp days.

Peer Coaches will be evaluated by the Alternative Compensation Program Supervisor using direct observation and feedback from a 360-degree evaluative tool. Peer Coaches will be eligible for the Performance Increment, Individual Performance Bonus and Site Goal Bonus. Teachers hired to be Peer Coaches will be guaranteed the opportunity to return to their previous assignment at the end of their peer coaching term. In the 2006-07 school year Peer Coaches will be hired for a two (2), three (3) or four (4) year term. Subsequent hires will have a three (3) year term.

If a Peer Coach chooses not to complete their term, the Peer Coach may request a transfer to an open position for the following school year. If the Peer Coach is re-assigned by the Alternative Compensation supervisor, the Peer Coach will be guaranteed the opportunity to return to their previous assignment.

For the selection of the Alternative Compensation Program Supervisor an interview team consisting of four (4) administrators appointed by the superintendent, and four (4) representatives appointed by the WEA will interview, select, and recommend for employment. Recommendations for employment must be reached by a consensus of the interview team.

Part 3 Mentors

It is the goal of the Wayzata District to have a new teacher induction program that includes a pre-workshop orientation, mentoring, and personal reflection. Sites will have building mentor(s) with a ratio of first year teachers to mentors that does not exceed ten (10) to one (1). The responsibilities of the mentors shall include

organizing and facilitating a pre-workshop orientation and monthly reflective meetings with first year teachers. Mentors will be paid a \$500 stipend in addition to their salary. Beginning the 2010-11 school year, mentors will be selected by principals with input from the Professional Development TOSA and will continue in this position for up to three years. If a teacher is appointed to fill a term of less than two years, they are eligible to apply for a full term.

Criteria for selection of the Mentor include:

- a. Commitment to professional development and growth,
- b. Effective communication skills,
- c. A minimum of five (5) years of experience in the Wayzata School District.

Part 4 Wayzata Academy

a) The Academy:

It is the goal of the District to have Wayzata's Alternative Compensation Program support an academy. The Academy will offer courses that will enhance educational practices. Courses will require the introduction of topics, professional practice, private reflection and group discussion focusing on students and achievement. Participation in the academy courses is optional.

All courses must meet the requirements as outlined in the Wayzata Academy Guidelines. Teachers may submit proposals for courses or study groups. Course offerings will be determined on an annual basis by the Wayzata Academy Leadership Team. The Wayzata Academy Leadership Team will consist of the Alternative Compensation Program Supervisor, Executive Director of Curriculum & Instruction, Executive Director of Human Resources, WEA President, Professional Development TOSA, one elementary principal, one secondary principal and four(4) teachers appointed by the WEA.

b) Wayzata Academy Coursework:

Eligible teachers who complete an Academy offering will receive a \$600 stipend. Teachers are limited to one \$600 stipend per school year. Eligible teachers include those who have completed their first year of teaching in Wayzata and have completed sixteen (16) hours of new teacher training.

Seminar facilitators will be paid an additional \$100 stipend for facilitation.

Course instructors will be paid a \$1000 stipend. Courses with more than fifteen (15) students will be allotted a second instructor.

Stipends for all Academy coursework, seminar facilitation, course instruction will be paid on the first regular pay period in June. Wayzata Academy Coursework does not apply for lane change.

c) Staff Development TOSA:

A .5 staff development TOSA position will provide leadership in developing, organizing, and implementing the Wayzata Academy.

The process for selecting a Staff Development TOSA will begin with an internal job posting. Letters of recommendation from supervisors and colleagues will be required as part of the application process. Criteria for selection of the Staff Development TOSA include:

1. Repeated participation in building and/or District initiatives,

2. Commitment to professional development and growth,
3. Demonstrated knowledge of effective professional development planning,
4. Effective communication skills,
5. A minimum of seven (7) years of teaching experience.

The Staff Development TOSA will be paid at the same rate as his/her current positions as identified on the Master Agreement. If additional days are required for the purpose of developing and organizing the Wayzata Academy, the TOSA will be reimbursed in the form of comp days.

The Staff Development TOSA will be evaluated and eligible for the Performance Increment, Individual Performance Bonus and Site Goal Bonus. The teacher hired to be the Staff Development TOSA will be guaranteed the opportunity to return to his/her previous assignment at the end of the staff development term. In the 2006-07 school year the Staff Development TOSA will be hired for a three (3) year term.

Part 5 Annual Performance Bonuses

a) Individual Performance Bonus:

Upon the completion of two (2) satisfactory evaluations, or completion of the appeal process outlined in Article V Section 5.6 Part 8 with a satisfactory evaluation, a full-time (1.0 FTE) teacher will be granted an Individual Performance Bonus of \$1600 to be paid on the first regular pay period in June. A full-time teacher performing basic duties for the employer on one hundred twenty (120) or more work days during the basic school year will be eligible for the Individual Performance Bonus. A part-time teacher whose contract begins prior to October 15 and extends through the remainder of the school year will be eligible for an Individual Performance Bonus prorated to equal his/her FTE.

A teacher retiring at the end of the first semester will be eligible for an Individual Performance Bonus of \$800 upon the completion of two (2) satisfactory evaluations. To facilitate the scheduling of evaluations, it is the responsibility of the educator to notify his/her Peer Coach in writing by September 15 of his/her intent to retire at the semester break.

b) Site Goal Bonus:

A \$400 Site Goal Bonus will be paid to each teacher based on the attainment of the annual Alternative Compensation site goal by his/her assigned site(s). Each site's goal will be developed with teacher input. A full-time (1.0 FTE) teacher performing their duties for the employer on one hundred twenty (120) or more work days during the basic school year will be eligible for the Site Goal Bonus. A part-time teacher whose contract begins prior to October 15 and extends through the remainder of the school year will be eligible for a pro-rata Site Goal Bonus based on their FTE. An itinerant teacher assigned to more than one (1) site will be assigned to a location and receive the bonus based on that site. The site will be determined by the location requiring the largest portion of the total FTE. An itinerant teacher assigned equal time in two locations will receive the bonus based on the assignment to each qualifying site. If a site does not reach their goal, the allocated dollars for their site goal will be credited to the building's Professional Development fund and will be used for building professional development.

The site goal bonus will be paid within thirty (30) days of all the schools' data becoming available.

Part 6 Evaluation of Continuing Contract Teachers

Teachers will be formally evaluated twice per school year. Each evaluation must include a pre-observation conference, an observation, and a post-observation conference during which a teacher receives a written copy of the evaluation. Teachers employed with a .8 FTE contract to 1.0 FTE contract will have two (2) formative evaluations and (2) summative evaluations each year. Teachers with a .51 FTE contract to .79 FTE contract will have one (1) formative evaluation and two (2) summative evaluations each year. Teachers with a .5 FTE and less contract will have one (1) formative and (1) summative evaluation each year. If a teacher's contract increases during the school year, it is the responsibility of the teacher to notify his/her Peer Coach within fifteen (15) days of the increased FTE.

The awarding of Performance Increments will be dependent on the teacher meeting expectations as defined in the Wayzata Advanced Framework for Leadership in Education (evaluation rubric). A satisfactory rating requires the individual receive a minimum of eighty (80) percent of the elements rated at either proficient or distinguished with no elements rated as unsatisfactory.

A Peer Coach may use the rating of not applicable (NA) on the evaluation. Not applicable (NA) will be counted as proficient in the total number of items. Example: If there are thirty-three (33) items on the classroom teacher rubric and a Peer Coach determines that two (2) items are not applicable to the lesson; eighty (80) percent will still be based on thirty-three (33) items.

The teacher must have completed two (2) formative evaluations and had satisfactory ratings on their two (2) summative evaluations or complete one of the items under Article V Section 5.6 Part 8. If a teacher has been placed on a Corrective Action Plan/Notice of Deficiency, the principal/supervisor will complete the formal evaluations.

Evaluations will be submitted to the Human Resource Department by the Alternative Compensation Program Supervisor. The Alternative Compensation Program Supervisor will forward a copy to the teacher's supervisor.

The Peer Coach is responsible for sharing The Wayzata Advanced Framework for Leadership in Education (evaluation rubrics) with their assigned staff prior to the first pre-observation conference.

Part 7 Evaluation of Probationary Teachers

Administrators will be responsible for evaluating probationary staff. Probationary teachers who are offered a contract for the following year will receive both the Performance Increment and the Individual Performance Bonus. The administrator will submit evaluations to the Human Resource Department. Probationary teachers will also receive a copy from the administrator.

If a probationary teacher is non-renewed and subsequently rehired with no break in service, he/she will receive the Performance Increment and Individual Performance Bonus. The teacher will be eligible for the Site Goal Bonus. Bonuses will be paid on the first regular pay check in September. If testing data associated with a particular site goal is unavailable by August 15, the bonus will be paid within thirty (30) days of the data becoming available.

Part 8 Appeal Process

It is expected that all licensed staff members meet expectations of performance as defined in the Wayzata Advanced Frameworks for Leadership in Education (evaluation rubrics). It is important to support each staff member and provide opportunities to achieve success.

The appeal process is open to teachers who have received an unsatisfactory evaluation.

1. If a teacher receives an unsatisfactory performance evaluation the teacher may choose to work with his/her Peer Coach or administrator to develop an improvement plan. The Performance Increment and Individual Performance Bonus will be granted only when the individual has completed an improvement plan and received a satisfactory second evaluation.

Improvement plans may include, but are not limited to:

- a. Participating in targeted staff development coursework,
- b. Completing professional coursework through a college or university,
- c. Arranging to watch a Peer Coach or colleague instruct,
- d. Scheduling for an additional observation.

2. A teacher may appeal the evaluation and ask to be re-evaluated by a different evaluator. A written request for re-evaluation must be filed with the Executive Director of Human Resources within ten (10) working days of the post-conference.

3. If a teacher receives an unsatisfactory performance evaluation in the second round of evaluations for the year, that teacher may follow any of the options listed in number one (1) above to correct the deficiency, and he/she must then request another evaluation from the Executive Director of Human Resources to demonstrate satisfactory performance in order to be eligible for the Performance Increment and Individual Performance Bonus that school year.

4. If a teacher receives an unsatisfactory evaluation for the year and is unable to reverse it prior to May 30th, that teacher will not be eligible for the year's Individual Performance Bonus. At the start of the new school year, that teacher will also not be eligible for the new Performance Increment to his/her base salary. However, teachers may use any or all of the strategies listed in number one (1) over the summer and during the fall months of the new school year to make improvements. Prior to December 1, that teacher may request from the Department of Human Resources a special evaluation to demonstrate improvement. If successful, that teacher will then be eligible for that year's Performance Increment, retroactive to the first of the school year, but will not receive the previous year's Individual Performance Bonus. In order for the teacher to be eligible for the current year's bonus and increment the teacher will be expected to have two (2) evaluations. The evaluation used to determine last year's increment will not be counted as one of the two (2).

5. If the school district is unable to provide two (2) evaluations for any teacher that teacher will be treated as if they had two (2) satisfactory evaluations.

Part 9 Carry Over Funds

It is an expectation that additional funding for alternative compensation be spent only to support the following programs: Peer Coaching, The Wayzata Academy, Site Goal Bonuses, and Individual Performance Bonuses. Any funds not expended in a given year will carry over within the program to fund only the aforementioned items.

Part 10 Academy Funding

The funding for the Wayzata Academy will be dependent upon Alternative Compensation Funds and district Best Practice grants. If adequate staff development funding is not available or made available through district Best Practice grants then the amounts in Article V Section 5.6 Part 4(b) will be adjusted.

Part 11 Discontinued Funding

Should the funding for the alternative compensation program be reduced by either state aid or reduced local levy to the point that the program could no longer be sustained, the WEA and the Wayzata Schools agree to eliminate the Alternative Compensation Plan. Teachers would return to the system of pay increases as it existed in the 2003-2005 contract. Any negotiated changes to the salary schedule and benefits not associated with the Alternative Compensation Plan will be maintained.

Part 12 Oversight Committee

A labor/management committee will be formed to provide oversight, monitor, and approve changes to non-contractual aspects of the Alternative Compensation Program. The committee will consist of a Board Member, the Alternative Compensation Program Supervisor, Executive Director of Curriculum and Instruction, Executive Director of Human Resources, WEA President and three (3) teachers appointed by the WEA. The committee will also make recommendations to the negotiation teams for changes in contract language.

Section 5.7 Notification of Annual Salary

Each teacher shall be notified in writing of such teacher's performance increment and lane placement, annual basic salary and annuity contribution as of the beginning of each school year.

Section 5.8 Extra Assignment Salary Schedule

Individual teachers may enter into separate contracts with the Employer for the performance of assignments in addition to or differing from the performance of basic duties. Such separate extra assignments shall not be part of a teacher's continuing contract and shall not be subject to the provisions of Minnesota Statutes 122A.40.

During the term of this Contract, the compensation of teachers for the performance of the assignments listed in the extra assignment salary schedule set forth in Appendix D (which is attached hereto and made a part of this Agreement) shall be determined by such schedule. Compensation under this schedule is based upon the requirement of a significant additional time commitment beyond a full-time teacher's basic duties. Extra assignments may be given within the school day to a teacher with less than a full load of basic duties without additional compensation.

The Employer will determine which extra assignment positions are to be filled. All vacancies for Extra-Curricular Assignments (but not Extended Professional Assignments or Extra Service Assignments) shall be posted by the Employer, and no person outside the appropriate unit shall be hired for the position until after all members of the appropriate unit who applied for the position in writing within ten (10) days after the date of posting have been interviewed by the Employer. Positions currently held by non-faculty members are not subject to annual postings unless deemed so by employer. Should new extra assignment positions be created during the term of this Contract, compensation for such new positions will be determined through negotiations between

the Employer and the Association. In the event the parties are unable to agree upon the compensation for a new extra assignment position, the Employer may set the compensation for such position consistent with the compensation for similar assignments, subject to the grievance procedure.

Section 5.9 Hourly Teaching Assignments

Certified staff members under a contract to teach at an hourly rate shall have their hourly rate based on their current step and lane. (Annual salary \div (184 days x 8 hours) x # of teaching hours. Example: a certified staff member teaching an extra section at 3/4 hour for 42 days. \$40,000 (annual salary) \div 1472 hours (184 days x 8 hours) x 38.5 hours (42 days x 3/4 hours + 10 minute prep)) = \$1,046.20.

Section 5.10 Long-Term Substitute Teachers

Long-term substitute teachers contracted for more than 30 days and less than 93 days shall be placed on the salary schedule (Appendix A & B) but receive no benefits under Articles VI and VII of the Master Agreement.

Long-Term substitute teachers contracted for 93 days or more shall receive a long-term substitute contract, be placed on the salary schedule (Appendix A & B) and shall be eligible for benefits under Article VI and Section 7.1, 7.2, 7.3 and 7.4 of the Master Agreement.

Section 5.11 Career Increment

A teacher may qualify for a career increment in addition to the annual basic salary for such teacher, according to the teacher's initial placement on the salary schedule plus the teacher's years of service to the District as of the first day of the school year, as follows:

Initial Salary Schedule

Placement plus Years of Service to District

Placement plus Years of Service to District	Career Step
14 but less than 19	15
19 but less than 24	20
24 or more	25

The amount of the career increment payment is incorporated into the Career Steps shown on the Basic Teacher Salary Schedules attached as Appendices A and B.

As of July 1, 1995, a part-time teacher who has been employed, either part-time or full-time, for 10 continuous years shall receive a prorated amount of the career increment on the basis of the amount of employment (e.g., a teacher employed one-half time will receive one-half of the specified career increment). A part-time teacher will receive the career increment when that teacher has earned credit for 14 years.

Example: Teacher A has taught 10 years at .5 time. The teacher has five years toward the career increment to be paid upon earning 14 years.

For purposes of Section 5.11, a part-time teacher is one employed at less than .8.

Article VI

Insurance

Section 6.1 Group Insurance Policies

During the term of this Contract, the Employer will purchase the group insurance policies described in this Article. It is understood and agreed that the provisions of this Article are merely descriptive of the coverage provided, and that the eligibility of a teacher for benefits shall be governed by the terms of the master insurance contracts in force between the Employer and the insurers providing such coverage. It is further agreed that the Employer's only obligation under the policies described in this Article is to make the premium payments as provided in this Contract, and no claim shall be made against the Employer in the event of a denial of insurance benefits by an insurance carrier.

Any teacher whose combined individual contract and hourly assignment requires performance of services of at least twenty (20) but less than thirty-two (32) hours per week may also enroll in the District's insurance program and the Employer will contribute one-half (1/2) the amount of the regular employer premium contribution for eligible teachers. Coverage shall become effective only upon enrollment and agreement by such teacher to contribute through payroll deduction any premium in excess of the amount paid by the Employer.

Section 6.2 Life Insurance

Each eligible teacher is provided basic group term life insurance coverage in an amount equal to such teacher's annual basic salary, with each partial thousand rounded to the next higher one thousand dollars (\$1,000), and with double indemnity for accidental death. The Employer pays the full premium for such coverage.

The Employer agrees, if possible, to secure an insurance carrier for such group term life insurance which will make available the following program of voluntary supplementary group term life insurance at the expense of the individual teacher:

1. Voluntary supplementary coverage without physical examination in an amount equal to the basic coverage provided by the Employer.
2. Voluntary supplemental coverage in the additional amount of \$100,000, subject to a physical examination at the request of the carrier.

The availability of such coverage shall be subject to all terms and conditions imposed by the carrier. In no event shall such voluntary supplementary coverage increase the premium for the basic coverage provided by the Employer.

Voluntary coverage requested by a teacher shall be paid by the teacher through payroll deduction.

Section 6.3 Hospitalization and Medical Insurance

The maximum Employer contribution for the 2009-10 contract will be \$933.96 per month for family, \$774.99 for one plus one coverage and \$497.38 per month for individual coverage. Effective July 1, 2010, the maximum Employer contribution will be \$971.32 per month for family, \$805.99 for one plus one coverage and \$517.27 for individual coverage.

Where two or more eligible district employees are enrolled in family coverage as part of the same family unit, the maximum Employer contribution toward the premium for such family coverage will be the combined maximum Employer contributions for such employees.

The hospitalization insurance advisory committee, composed of five representatives designated by the Association, one each designated by the Principals Association, Custodians Unit, Clerical Unit, Food Service Unit, Retired Employee, one Unaffiliated Employee, and one School Board Member, shall work with the administrator responsible for employee insurance coverage to develop a recommendation to the Employer for the specifications of the hospitalization and medical insurance plan.

Participation in the insurance program selected will be voluntary. Coverage shall be available from the first day of employment but shall be effective only upon enrollment of the individual teacher and his or her family. Each teacher enrolled under the plan shall contribute, through payroll deduction, any excess of the monthly premium under the plan over the maximum Employer contribution toward the type of coverage for which such teacher is enrolled.

Section 6.4 Long Term Disability

The Employer will continue to pay the total premium for each eligible teacher in the present long term disability plan.

Section 6.5 Tax Sheltered Program - 403(b) Plan

A 403(b) Plan shall be available to all teachers. Salary Reduction Agreements (SRA) may be submitted for approval at any time during the year. Approved SRA's will be implemented not later than twenty-one (21) days following submission of an accurate application.

The Employer will contribute to the 403(b) Plan for eligible full-time teachers as follows:

1. For the first three years a teacher is placed on Step 10 of the salary schedule, the Employer will match the contributions of such teacher to a 403(b) Plan, subject to a maximum contribution by the Employer of one percent (1%) of such teacher's actual salary.
2. After a teacher has completed three (3) years on Step 10 of the salary schedule, the Employer will match the contributions of such teacher to a 403(b) Plan, subject to a maximum contribution by the Employer of two percent (2%) of such teacher's actual salary.
3. After a teacher has completed six (6) years on Step 10 and beyond of the salary schedule, the Employer will match the contribution of such teacher to a 403(b) Plan, subject to a maximum contribution by the Employer of three percent (3%) of such teacher's actual salary and further subject to any other limitations imposed by law.

Section 6.6 Dental Insurance

Effective July 1, 2009 the employer will contribute an amount equivalent to single coverage for each eligible teacher who is enrolled in the District dental insurance plan. This amount may be applied towards family coverage.

Participation in the dental insurance program will be voluntary. Coverage shall be available from the first day of employment but shall be effective only upon enrollment of the individual teacher and his or her family. Each teacher enrolled under the plan shall contribute, through payroll deduction, any excess of the premium under the plan over the maximum Employer contribution toward the type of coverage for which such teacher is enrolled.

Section 6.7 Health Care Saving Plan (HCSP) - MN State Retirement System

The District shall participate in the Health Care Savings Plan (HCSP) established by the Minnesota State Retirement System. For 2009-10, the District will contribute \$95.58 per month to an HCSP account for each full-time employee (.8 FTE or above) who elects single health insurance coverage.

For 2010-11, the District will contribute the amount of difference between \$517.27 and the single health insurance premium to the HCSP account for each full-time employee (.8 FTE or above) who elects single health insurance. Participation will only be allowed in one District Health Care Savings Plan.

Article VII

Leaves and Absences

Section 7.1 Sick Leave

In conjunction with the long term disability insurance provided above, the Employer has established the following provisions for paid sick leave in order to minimize a teacher's loss of income because of unavoidable absence due to illness or injury during the basic school year. Sick leave may be used to care for an ill or injured dependent child. A "child" means an individual less than eighteen years of age or an individual under age twenty who is still attending secondary school.

Paid sick leave is provided for full time teachers (0.8 -1.0 FTE) for ten (10) days during each basic school year. Part-time teachers (including hourly teachers) will be granted sick leave in proportion to the amount of their employment (e.g., a teacher employed one-half time will be granted ten (10) half days of sick leave). Beginning July 1, 2003, sick leave may accumulate up to a total of one-hundred ninety (190) days. A teacher who is absent at either the beginning or end of the regular school day for less than one-half (1/2) of such teacher's regular work day (less than four (4) hours for a full-time teacher) shall be charged for one-half (1/2) day of sick leave. All other absences will be charged as a full day of sick leave.

The Employer reserves the right to require substantiation of illness where there is evidence that sick leave is being abused.

Additional loaned sick leave benefits will be granted to any teacher who has exhausted accumulated sick leave benefits if such teacher has been continuously disabled and unable to teach for a period of twenty-five (25) or more consecutive work days, as certified by a medical doctor. Additional loaned sick leave benefits will also be granted for a subsequent absence during the same school year due to the same medical condition. Such additional loaned sick leave benefits will commence as of the work day immediately following the last day of regular sick leave payment. Additional loaned sick leave benefits will continue only for the period during which the teacher remains continuously disabled and unable to teach, and shall cease in any event after sixty (60) calendar days of disability.

The loaned days will be re-paid utilizing the following requirements:

- a. At the beginning of each school year, four (4) days per year will be deducted from an employee's accumulated sick and/or personal leave until the total loaned days are paid back.
- b. These four (4) days can be a combination of sick and personal days; however, at least one personal day must be used. The employee must notify the Human Resource

Department when they return from their leave, their choice of re-payment (e.g. sick or personal days). For teachers whose leaves begin on or after July 1, 2007, the loaned days must be repaid within five (5) years of the leave. If after five (5) years, the teacher does not have adequate accumulated sick leave to re-pay the remaining portion, the District will subtract the balance from the teacher's salary.

c. At the end of the school year, the employee may apply additional accumulated sick and/or personal days to the balance of the loaned days.

d. If the loaned days are not re-paid and the teacher resigns or is terminated, the remaining days will be deducted from their final paycheck. If the teacher is unable to return due to a disability, this provision will not apply.

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

Section 7.2 Family Emergency Leave

A teacher may apply up to ten (10) days of accumulated sick leave benefits to absence during the basic school year and extended work days due to critical illness in the teacher's immediate family. Advance notice and approval by the building principal is normally required; however, in emergency situations in which advance notice to the principal is not possible, the teacher shall notify the substitute scheduler according to district procedures. A teacher's "immediate family" is defined as parents, adult children, grandparents, grandchildren, brothers, sisters, spouse or partner (normally living in the same household), spouse's/partner's parents,. This definition also includes a relative or close friend normally living in the teacher's household.

A teacher may use one (1) day of accumulated sick leave per summer school session to cover up to two (2) days of summer school absence due to family emergency.

Section 7.3 Bereavement Leave

A teacher shall be granted up to three (3) days paid leave without a deduction from accumulated sick leave, per incident during the basic school year and extended work days, including summer school, due to death of an immediate family member. A teacher's immediate family is defined as parents, children, grandparents, grandchildren, brothers, sisters, spouse or partner (normally living in the same household), spouse's/partner's parents, and spouse's/partner's siblings. This definition also includes a relative or close friend normally living in the teacher's household. A teacher may apply up to three (3) days of accumulated sick leave benefits toward absence during the basic school year and extended work days due to the death of other relatives or close friends. Advance notice and approval by the building principal is normally required; however, in emergency situations in which advance notice to the principal is not possible, the teacher shall notify the substitute scheduler according to district procedures.

A teacher may use one (1) day of accumulated sick leave per summer school session to cover up to two (2) days of summer school absence due to death of a relative or close friend. A teacher may apply accumulated sick leave benefits toward absence during the basic school year and extended work days due to death of other relatives or close friends.

Section 7.4 Personal Leave

Each teacher employed at a 0.8 FTE or greater contract is eligible for two (2) days of leave during each basic school year for necessary absence required for the transaction of personal business which cannot be completed outside the normal school day. A part-time teacher (between 0.5 FTE but less than 0.8 FTE) will be granted two (2) days of personal leave in proportion to the amount of their employment (e.g. a teacher employed one-half time will be granted two (2) half days of personal leave.) This leave may accumulate to a

maximum of three (3) days, (3 half-days for 0.5 FTE) and will not be deducted from sick leave credits. At the end of each school year, any unused personal leave will be converted as follows: one (1) day will be carried over to personal leave and any additional unused personal leave will be converted to sick leave.

Requests for such leave must be submitted to the building principal/supervisor in writing at least three (3) duty days in advance, except for emergency situations, and must be approved. In emergency situations, approval must be obtained upon return. On the days preceding and following a holiday break, no more than two (2) teachers per elementary building and four percent (4%) of the teachers per secondary building will be granted personal leave on the same day. In special circumstances, building principal/supervisor may elect to exceed the limitations on the number of teachers on personal leave on any given day.

Section 7.5 Short-Term Professional Leave

Short-term professional leaves with pay may be granted at the discretion of the Employer. Examples of such leaves might be for such purposes as visiting another school or attending a professional conference meeting. Such leave must be approved in advance by the Superintendent or the Superintendent's authorized representative. Requests for short-term professional leaves should be made as early in the school year as possible.

Section 7.6 Sabbatical Leave

Sabbatical leaves may be approved by the School Board for graduate study in an area related to the teacher's assignment or for other non-paid activity which would advance the teacher's skills in his or her instructional area.

Eligibility - Qualified teachers are eligible for sabbatical leave for graduate study or travel, upon approval by the Employer. A teacher must have completed the equivalent of at least six (6) full basic school years of full-time employment by the Employer since 1) the teacher's initial date of employment by the Employer or 2) the expiration of such teacher's last previous sabbatical leave.

Availability/Approval - The number of leaves, which can be granted in any one year, will not exceed one and one-half percent (1 1/2%) of the total number of full-time teachers employed by the Employer. It is the intent of the Employer to normally grant all available leaves when there are qualified requests. The Professional Leave Committee will review all applications. The Committee shall recommend approval or disapproval to the Superintendent, who shall forward a recommendation to the School Board, based on the premise that each leave will result in a distinct contribution to the school system which could not be accomplished without such a leave.

Duration - Each leave will normally be for the full basic school year. Part-time leaves may be granted within the one and one-half percent (1 1/2%) limitations. Part-time leaves shall be prorated for the period of the leave.

Compensation - 1) Full-time sabbatical leaves will be at one-half (50%) salary and career increment, payable on normal pay dates. These teachers may choose instead to take 75% of salary and career increment for the sabbatical leave year and 75% for the succeeding corresponding period of time. 2) Teachers who have been placed on Step 10 of the Salary Schedule for three years or more will be paid 60% of the basic salary and career increment while on sabbatical leave. These teachers may choose instead to take 80% of salary and career increment for the sabbatical leave year and 80% for the succeeding corresponding period of time.

A part-time sabbatical leave shall be prorated for the period of the leave. The salary of a part-time teacher on sabbatical leave shall be prorated on the basis of the percentage of full-time employment during the school year while on sabbatical leave.

Agreement - Written agreement that the teacher shall return for the equivalent of two (2) full-time years following the sabbatical leave is mandatory to receive the compensation and career increment while on sabbatical. Advancement on the salary schedule for the sabbatical year shall be granted if the objectives of the leave have been achieved.

Teacher on Special Assignment (Resource Teachers) - The Administration may submit proposals to the Professional Leave Committee for positions of teachers on special assignment, including job descriptions, up to the equivalent of three (3) full-time teachers per year. These positions may be full-time, part-time, and up to forty weeks per year. These positions may be for the purposes of curriculum development, staff development, and special task force assignment, but shall not be for principalship functions. The committee may approve up to the equivalent of three (3) positions of teachers on special assignment in lieu of the sabbatical quota set forth above. The positions shall be posted within the District and all continuing contract teachers shall be eligible to apply. The appropriate supervisor and a selection team shall choose teachers on special assignment. Teachers on the selection team shall be appointed by the WEA and shall make up a majority of the committee. Part-time leaves may be granted within the one and one-half percent (1 1/2%) limitation, and the salary for the part-time leave shall be prorated for the period of the leave. It is the intent of the District to normally grant all leaves where there are qualified requests. Teachers on special assignment shall not be eligible for a sabbatical until two (2) years after completion of a special assignment leave.

Agreement - Teachers on special assignments will be expected to return for the equivalent of two (2) full-time years following the leave. Advancement on the salary schedule for the special assignment year shall be granted if the objectives of the leave have been achieved.

Section 7.7 Military Leave

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

Section 7.8 Child Care Leave

A child care leave is defined as a) the period of time once a teacher (mother) has been released from the disability period of childbirth or b) the period of time a teacher (mother or father) wishes to take to provide for the care of a newborn or newly adopted child/ren.

- a) A teacher may be granted a leave of absence without pay for a period of up to twelve (12) months for the purpose of providing full-time care for a newborn or newly adopted child or children. Written application for such leave shall be submitted to the Human Resource Department at least four (4) months prior to the effective date of such leave, and shall indicate the proposed starting and ending dates for the leave.
- b) A child care leave shall begin on the date approved by the Employer and shall end on the last day preceding the school quarter/trimester unless otherwise mutually agreed between the Employer and the teacher. In the case of a premature delivery or availability of an adopted child upon short notice, the Employer may adjust the starting date for the leave, provided a satisfactory substitute is available.
- c) A teacher may utilize accumulated sick leave up to a maximum of six weeks for child care leave.

If the teacher is declared disabled from teaching by a physician, Section 7.1 of this contract shall apply.

- d) The Employer may send a teacher a written request that the teacher confirm his or her intention to return to work, and the teacher shall respond in writing within ten (10) days after receipt of such request. Failure of the teacher to respond to such a request within ten (10) days will result in termination of employment, as will the failure to return to work upon expiration of a child care leave (except for illness or injury). The Employer shall have no obligation to reemploy a teacher at any time other than at the end of a child care leave.

Section 7.9 Special Leaves Without Pay

Special short or long term leaves without pay may be granted at the discretion of the Employer.

Section 7.10 Applications for Leave

Applications for sabbatical leave and extended (mobility) leaves of absence must be submitted by February 1 preceding the basic school year for which such leave is requested. Other leaves may be applied for on an as needed basis.

Section 7.11 Religious Leave

Leave may be granted to an employee for religious observance. Such days must be recognized religious holidays and shall not be granted where personal options exist that would not require the employee to be absent from duty. An employee who has been granted religious observance leave shall either make-up the time of the leave of absence by arranging a mutually agreeable make-up time with the principal/supervisor, or may elect to use personal leave. A religious observance leave request must be submitted to the appropriate principal/supervisor for approval at least two (2) weeks prior to such requested absence. Such leave request shall be submitted upon the School District's Leave of Absence Request Form.

Section 7.12 Fringe Benefits During a Leave

A teacher on non-paid leave of absence shall remain eligible for all employee benefit plans except long-term disability insurance, but must pay the entire premium while on leave. A teacher on paid leave of absence shall remain eligible for all employee benefit plans, and benefit coverage based upon income shall be based upon the salary such teacher would ordinarily have received without the leave of absence. Since long-term disability insurance coverage replaces salary and there is no salary for an unpaid leave, long term disability insurance coverage is not available.

Section 7.13 Worker's Compensation

A teacher receiving compensation under the Worker's Compensation Act may elect to apply accumulated sick leave credits in order to make up the difference between the worker's compensation payments and such teacher's basic salary. Deductions from sick leave will be made on a prorated basis according to the additional payments to the teacher. In no event shall the additional compensation paid to the teacher result in the payment of total daily, weekly or monthly compensation in excess of such teacher's basic salary.

Section 7.14 Jury Duty

For any teacher who is required to serve as a juror, the Employer will make up the difference between such teacher's basic salary and the fees received by the teacher (less unreimbursed expenses actually incurred during jury service, such as mileage, parking,

and meals). In order to be eligible for this supplement, the teacher must submit to the payroll office an itemized certification of fees and expenses for jury duty. Advance notice to the building principal is required for absence due to jury duty to permit the scheduling of a substitute. A teacher is also required to notify the building principal immediately upon being excused from jury duty. The foregoing provisions shall also apply when a teacher is subpoenaed as a witness in litigation (but not in grievance arbitration) arising out of and in the course of the teacher's employment, except where the teacher's interest is adverse to the interests of the Employer.

Section 7.15 Return From Leave

A teacher returning from leave of absence shall be returned to employment, subject, however, to the Unrequested Leave of Absence provisions of Article IX. The parties agree that the applicable periods of probation for teachers set forth by Minnesota statutes are intended to be periods of actual service in order that the Employer may evaluate the performance of a teacher. Accordingly, the period during which an employee is on any leave of absence shall not be counted toward completion of the probationary period.

Section 7.16 Family Medical Leave Act

Eligible teachers shall be granted leave and benefits to which they are entitled pursuant to the Family and Medical Leave Act, 29 U.S.C.2601 et. seq.

Section 7.17 Assault Leave

In the case of a physical assault on a teacher where a police report has been filed, the teacher will be granted up to three days of paid leave.

Section 7.18 Extended Leaves of Absence (Mobility Leave)

Extended Leaves of Absence (formerly called Mobility Leaves) are intended for qualified teachers that wish to explore other career opportunities outside the field of education. Pursuant to Minnesota Statute 122A.46, the School Board may grant an extended leave without salary to any teacher who has a) at least five (5) years of service in the District and has at least ten (10) years of allowable service in one or more of Minnesota's four teacher retirement associations or b) has ten (10) years of full-time teaching service in Minnesota public elementary, secondary, or area vocation-technical colleges.

An extended leave may be granted for a period of not less than three years and not more than five years. Mutual consent of the Board and the teacher is required. However, the granting of extended leaves of absence is within the discretion of the School Board and the School Board reserves the right to refuse to grant any extended leaves, if, in the judgment of the School Board, such leaves should not be granted. The School Board will consider the granting of extended leaves only under the conditions as they are described in M.S. 122A.46, Section 354.05, Subdivision 13, 354.094 and 354.091 as of the date of this agreement. Requests for extended leaves of absence must be submitted to the Human Resource Director by February 1 of the year preceding the school year for which the leave would commence. (Section 7.10)

Any TRA member who is granted an extended leave of absence without salary may receive TRA allowable service credit toward a retirement annuity by paying both the employee and employer contributions to the retirement fund. There is no District contribution during an extended leave. Refer to Section 7-12 for benefit eligibility during a leave.

Article VIII

Severance Pay

Section 8.1 Statutory Authority

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

Section 8.2 Teachers Eligible

A teacher will be eligible for severance 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 a teacher in the Wayzata School District, or at least 15 years of full-time service as a teacher in the Wayzata School District and a total of at least 25 years of full-time service as a teacher in school districts in the State of Minnesota.
- b) The teacher must have attained the age of 55 years as of the June 30 of the school year in which a retirement letter is submitted.
- c) The teacher must submit a written letter of retirement to the Human Resources Department by February 1, including the requested date of retirement.
- d) The School Board shall act on the letter of retirement at its first regular February meeting.
- e) No severance pay will be paid to any teacher who has been discharged for cause by the Employer pursuant to M.S. 122A.40.
- f) If you qualify for Article IX, you are not eligible for severance pay (Article VIII, with the exception of Section 8.7 Insurance Benefits).

Section 8.3 Amount

A teacher who qualifies under 8.2 and whose letter of retirement is approved by the School Board will be paid the amount determined by adding one-half (1/2) (up to 75 days) of the teacher's unused accumulative sick leave to 80 days, and then multiplying such sum by his/her daily rate of pay. The maximum number of total days shall be 155 (75 sick leave days + 80 days).

For purposes of this calculation only, a teacher who has 150 days of unused accumulated sick leave as of July 1 of the final year of active employment and who uses no more than ten (10) days of sick leave in that final year, will be deemed to have 150 days of accumulated unused sick leave.

Example: An eligible teacher is 55 years or older and has 120 days of unused accumulated sick leave. Such teacher is entitled to 140 days pay, computed as follows:
 $(1/2 \times 120 \text{ days}) = 60 \text{ days} + 80 \text{ days} = 140 \text{ days pay}$.

If an employee has met the eligibility requirements in 8.2 and subsequently, reduces their FTE, his/her daily rate of pay will be calculated based on the FTE and salary immediately preceding the reduction of FTE.

Section 8.4 Payment

In the event that it is determined by the IRS that the severance benefit listed in this Article is constructively received by the individual employee in the year that the

employee first became eligible to receive the benefit (and not in the year that the person retires), the employer agrees to withhold from the imputed income and transmit to the IRS the amount necessary to comply with tax withholding requirement for lump sum payments under IRS rules in the year that the income is constructively received.

Upon retirement, the District will contribute an amount equal to the value of the employee's accrued severance pay into a 403(b) account established by the employee exclusively for the purpose of receiving such payment (the "Severance 403(b)"). The employee will not receive direct payment from the District for severance pay.

Payment will be made in four equal annual installments beginning with the first payroll date in January following retirement, with subsequent annual payments also made on the first payroll date in January. Provided that, in the event any such deposit would violate the applicable IRS limits, the Board may adjust the payment schedule as needed. The amount of the District contribution shall be calculated in accordance with this article.

Upon request of the District, the employee shall provide information needed to determine the amount of the District contribution that may be deposited into the Severance 403(b) without exceeding the applicable IRS limits on annual additions to all tax-deferred accounts held by the employee. The information needed shall be provided regardless of whether the employee has retired or is still employed by the District. For purposes of calculating the deferment limit, the District will provide the employee with contribution information for the last 12 months.

The retiree will not make any other deposits to the Severance 403(b) until the District has paid out the entire amount of severance due. The District will maintain a list of 403(b) vendors that may be used for the employee's Severance 403(b). Upon request of an employee, the District will add other vendors to the list, but only if the provider meets district requirements for compliance with state and federal law.

In the event the full amount of severance cannot be deposited into the 403(b) due to the IRS limits, any amount remaining in the fifth year after retirement shall be paid out as taxable compensation, subject to all applicable employment taxes.

In the event that a retired teacher dies before receiving the full amount of the severance pay to which that teacher is entitled, any remaining amount shall be payable to the teacher's legal heirs.

Section 8.5 Effective Date

This Article shall not be retroactive to any teacher who retired prior to the first day of the 1987-88 school year, but shall apply only to teachers who retire thereafter.

Section 8.6 Insurance Benefits

Any eligible teacher who has completed fifteen (15) or more years of continuous full-time service and who has attained the age of fifty-five (55) as of the effective date of retirement; or has completed twenty (20) years of full-time service to the District and who has attained the age of fifty-five (55) as of the effective date of retirement shall be eligible for the same employer contribution toward the premium actually charged by such retired teacher's insurance carrier for hospital/medical insurance as is provided to eligible teachers actively at work. Benefits available under the insurance plan shall be coordinated with any government-provided benefits (such as Medicare) to provide the same total benefits available to teachers actively at work. Such employer insurance premium contribution shall terminate at the end of the month in which the teacher has been eligible for Medicare for five years. For eligible teachers who retire after June 30, 2008, such employer insurance premium contribution shall terminate at the end of the month in which the teacher becomes eligible for Medicare. By paying their own

premiums, all retired teachers may continue to receive hospital/medical insurance coverage for as long as they wish even if the retiree is not eligible for District contribution.

Article IX

Deferred Compensation (Replacement for Article VIII Early Retirement Incentive Pay / Severance Pay)

Section 9.1 Statutory Authority

The parties have agreed upon the following standards and procedures for the implementation of a program of Deferred Compensation that will be in accordance with IRS regulations and Minnesota statutes. This Deferred Compensation Plan shall be a replacement for Article VIII Early Retirement Incentive Pay / Severance Pay. Teachers shall be eligible for this plan based on the criteria of Section 9.2 or 9.3, but not both.

Section 9.2 Teachers Eligible - Based on Step Placement

This plan is to begin with fiscal year 1998. All individuals hired in fiscal years 1998 (1997-98 school year) through fiscal year 2003, and all individuals who were on step four (4) and below in fiscal year 1998 will fall under the provisions of the Section 9.2 replacement plan and will no longer be eligible for the old Early Retirement Incentive Plan/Severance Pay Article VIII, with the exception of Section 8.7 Insurance Benefits.

Beginning with Step Four, each full-time teacher (.8 to 1.0 FTE) will contribute the following amounts for a period of six years, for which the District will match the participant's contribution; however, teachers may opt out of this Deferred Compensation Plan by providing notice to the Human Resources Director in writing. [Teachers at .5 to less than .8 FTE will be eligible for a prorata district contribution].

Step	Employee	Employer
Step 4	\$ 550	\$ 550
Step 5	\$ 550	\$ 550
Step 6	\$1,050	\$1,050
Step 7	\$1,050	\$1,050
Step 8	\$1,550	\$1,550
Step 9	<u>\$1,550</u>	<u>\$1,550</u>
Total Contributions	\$6,300	\$6,300

Participants will not be allowed to play catch-up if they choose not to participate in a given allocated year. No participant nor District match contributions will be allowed beyond Step 9.

Section 9.3 Teachers Eligible - Based on Continuing Contract Status

This plan is to begin with the fiscal year 2004, and all individuals who are hired on or after July 1, 2003 will fall under the provisions of the Section 9.3 replacement plan and will not be eligible for the old Early Retirement Incentive Plan/Severance Pay Article VIII, with the exception of Section 8.7 Insurance Benefits.

Beginning with the first year of continuing contract status, each full-time teacher (.8 to 1.0 FTE) will contribute the following amounts for a period of six years, for which the District will match the participant's contribution; however, teachers may opt out of this

Deferred Compensation Plan by providing notice to the Human Resources Director in writing. [Teachers at .5 to less than .8 FTE will be eligible for a prorata district contribution.]

Employees who were hired between August 25, 1998 and August 27, 2001 and were not originally eligible for Section 9.2, are eligible for the deferred compensation as outlined in Section 9.3. The 2005-2006 school-year will be designated as Year 1 for these employees.

Years as a Continuing Contract Teacher	Employee	Employer
Year 1	\$ 550	\$ 550
Year 2	\$ 550	\$ 550
Year 3	\$1,050	\$1,050
Year 4	\$1,050	\$1,050
Year 5	\$1,550	\$1,550
Year 6	<u>\$1,550</u>	<u>\$1,550</u>
Total Contributions	\$6,300	\$6,300

Participants will not be allowed to play catch-up if they choose not to participate in a given allocated year. No participant nor District match contributions will be allowed beyond year 6 of continuing contract status.

Article X

Unrequested Leave of Absence

Section 10.1 Purpose

This Article has been agreed upon by the Employer 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 employee included in the appropriate unit.

Section 10.2 Seniority Date

Seniority shall be based upon continuous and unbroken employment with the Employer from the most recent date of hire, including periods of employment outside the appropriate unit and periods on authorized leave of absence. Each employee employed under individual written contract pursuant to M.S. 122A.40 in a position for which a license is required by the State Board of Education will be assigned a seniority date based upon the first day of actual service for the Employer pursuant to such individual contract. The original seniority date shall be retained by any teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by the Employer without actual interruption of regular service.

Section 10.3 Seniority Lists

The seniority list for teachers in effect as of October 1, 2003, is the approved seniority list. Teachers' seniority shall be based on their date of hire. In the event of a tie, the teacher approved for the highest salary lane as of the first date of actual service will be listed first. Subsequently, if an additional tie-breaker is necessary, the teacher with the lowest Minnesota Department of Education file folder number will be listed first. The Employer will provide one (1) copy of the seniority list to the Association and will post one (1) copy of the seniority list in each school building on or before November 15 of each year. Any teacher may challenge the correctness of the information contained in the

posted seniority list by filing a grievance. In the absence of a grievance filed within fifteen (15) calendar days from the date of posting, the posted seniority lists will be conclusively deemed to be correct.

Section 10.4 Unrequested Leave of Absence

The Employer may place teachers on unrequested leave of absence for the reasons authorized by M.S. 122A.40, subd. 10. In the reduction of staff in any field in which licensure is required by the State Board of Education, teachers so licensed and currently teaching in such field will be placed on unrequested leave of absence in the following order:

- a) Teachers employed on temporary approval by the Department of Education.
- b) Teachers with limited licenses.
- c) Teachers during their probationary period.
- d) Teachers who have completed their probationary period.

Within each of the foregoing classes, the teacher lowest on the seniority list shall be the first teacher placed on unrequested leave of absence. Among teachers whose position on the seniority list is tied, the Employer shall select the teacher to be placed on unrequested leave of absence, based upon criteria including, but not limited to, performance, initial contract approval date, salary step, special assignments, salary channel, experience and training. If an unrequested leave of absence for any teacher would result in any violation of the Employer's affirmative action program, the Employer may retain the teacher with less seniority and the next senior teacher in the field shall be placed on unrequested leave of absence. Any teacher placed on unrequested leave of absence pursuant to this Section shall be notified, in writing, of such unrequested leave of absence by the date required by law (currently July 1), together with a statement of the reasons therefor.

Section 10.5 Bumping Rights

Any employee 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 licensed by the State Board of Education. Bumping rights may only be exercised by written notice to the office of the designated central office administrator within seven (7) duty days from the date of receipt of notice of placement on unrequested leave of absence. Any teacher so displaced shall be placed on unrequested leave of absence and shall be notified in writing.

Section 10.6 Status While on Leave

Any teacher placed on unrequested leave of absence shall remain eligible for all employee benefit plans except long-term disability insurance, but must pay the entire premium while on leave. A teacher on such leave may engage in teaching or any other occupation during the period of such leave, and may be eligible for unemployment compensation pursuant to the criteria for eligibility under the Unemployment Compensation Act.

Section 10.7 Recall

No new teacher shall be employed by the Employer in a full-time position while there is available, on unrequested leave of absence, a teacher on the full-time seniority list who is properly licensed to fill the vacant position. No new teacher shall be employed by the Employer in a vacant part-time position while there is available a full-time or part-time teacher on the seniority list who is properly licensed to fill the vacant position. A teacher is not eligible for recall if such teacher has previously declined recall to a position involving at least the same number of hours of work as the vacant position. Teachers shall be recalled in the inverse order of placement on leave from the seniority list: the last

teacher placed on unrequested leave of absence who is licensed for the position shall be the first recalled. Notice of recall by the Employer shall be complete upon mailing such notice by certified mail addressed to the last known address provided by the teacher to the office of the designated central office administrator. If notice of recall is given to any teacher on or after August 16 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; provided, however, that any teacher so deferring the date of return to actual service shall sign an individual teacher contract for such next succeeding school year. Teachers with current classroom teaching assignments shall not be eligible to return to a mid-year vacancy occurring after September 15, but shall have the effective date of return to actual service deferred to the beginning of the next succeeding school year; provided that such teacher shall sign an individual teacher contract for such next succeeding school year. Any teacher accepting recall shall notify the Employer of such acceptance in writing, including notification of any election to defer the effective date of return to actual service, within fifteen (15) calendar days after the date of mailing of the notice of recall. In the event a teacher accepts recall but the effective date of return is deferred, the Employer shall be free to fill the vacant position on a temporary basis from any source, without regard to teachers remaining on unrequested leave of absence. The Employer shall also be free to fill any position on a temporary basis pending completion of the recall procedure.

Section 10.8 Termination of Rights

A teacher's seniority rights, unrequested leave of absence, and recall rights, if any, shall terminate upon the earliest of the following events:

- a) Resignation;
- b) Retirement;
- c) Discharge or termination of contract;
- d) Failure to return at the expiration of a leave of absence or any authorized extension thereof;
- e) Failure to give written notification to the Employer accepting recall to a position with at least the same number of hours of work as the teacher's position at the time of placement on unrequested leave, including notification of any election to defer the effective date of return to actual service, within fifteen (15) calendar days after the date of mailing of the notice of recall; or
- f) The expiration of three (3) years from the effective date of an unrequested leave of absence without recall.

Article XI

Early Childhood and Family Education Teachers

Section 11.1 Roster of ECFE Teachers

The Employer maintains a separate roster of individuals eligible to perform services as Early Childhood and Family Education ("ECFE") teachers subject to the availability of funds and an annual decision by the Employer regarding the number of ECFE teachers and hours needed. For any school year in which there is a net aggregate reduction in the total hours of the employment of ECFE teachers covered by this Master Contract compared to the immediately previous school year, the Employer will use its best practicable efforts to assign the remaining hours in such a manner that any ECFE teacher employed for at least ten (10) hours per week or more for each of the previous three (3) school years will not be reduced below the level of ten (10) hours per week. The

Employer shall issue to every ECFE teacher an individual written contract providing that such individual will be placed on the roster of eligible ECFE teachers.

Section 11.2 Seniority List for ECFE Teachers

On or before December 1 of each year, the Employer will prepare and deliver to the Association one (1) copy of a separate seniority list for individuals on the roster of eligible ECFE teachers. Seniority will be based upon continuous and unbroken employment with the Employer as an ECFE teacher during consecutive school years and shall be measured from the first day of actual service under the most recent period of continuous employment. For teachers with identical seniority dates, ties will be broken based on the date the teacher signed the original contract covering the first day of actual service during the most recent period of continuous employment. For purposes of this Article, an ECFE teacher shall be deemed to have had continuous and unbroken employment for a school year only if such ECFE teacher actually performed services for the Employer for at least one hundred forty (140) duty hours. There is no break in service during the period covered by an approved leave of absence.

Any ECFE teacher may challenge the correctness of the information contained in the seniority list. In the absence of a grievance filed within thirty (30) calendar days from the date of mailing to the Association, the seniority list shall be deemed to be conclusively correct.

ECFE teachers shall be subject to a three (3) year probationary period.

Section 11.3 Annual Notification of Employment Status

On or before June 1 of each year the Employer will send each person on the roster of eligible ECFE teachers a notice of employment status indicating minimum contracted instructional and staff meeting hours; or, a notice that the ECFE teacher is being placed on unrequested leave of absence. A letter of agreement will be available for each ECFE teacher on or before July 15 indicating schedule step placement for the coming school year, to be signed by the ECFE teacher and returned to the Employer.

Section 11.4 Unrequested Leave of Absence

Placement on unrequested leave of absence shall be based upon seniority among ECFE teachers. A teacher on the ECFE seniority list who is subsequently employed under a regular teaching contract shall receive a new seniority date under Section 8.3 and shall lose all seniority on the ECFE seniority list. Recall of ECFE teachers shall be by the inverse order of placement on unrequested leave of absence: the last ECFE teacher placed on unrequested leave shall be the first recalled. All seniority, unrequested leave of absence, and recall rights of ECFE teachers shall terminate, and the ECFE teacher shall be removed from the seniority list and roster of eligible ECFE teachers upon the earliest of the following events:

- a) resignation;
- b) retirement;
- c) discharge or termination of contract;
- d) failure of the ECFE teacher to return a signed Letter of Agreement within ten (10) days of receipt; or
- e) the completion of any school year in which the ECFE teacher has not performed services on at least one hundred forty (140) duty hours, except that teachers employed for four (4) years of continuous and unbroken employment with Employer as an ECFE teacher shall have two (2) years of recall rights, and teachers with five (5) or more years of such employment shall have three (3) years of recall rights.

This Article has been agreed upon by the Employer 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 ECFE teachers included in the appropriate unit.

Section 11.5 Compensation

The hourly rate of pay for individuals performing contracted instructional and staff meeting services as ECFE teachers shall be as set forth in Appendix C to this Agreement. The initial placement of an ECFE teacher on this schedule shall be determined by the Employer.

These hourly rates of pay have been negotiated and set at levels that include compensation for all time associated with contracted instructional and staff meeting hours, including: teaching on-going classes; curricular development time (curriculum development, locating resources, developing and reproducing handouts, contacting speakers, consultations, etc.), program development time (set-up and clean-up before and after class, District and department in-service, site set-up, open house, and workshops); and staff meetings.

All ECFE teachers shall receive four curriculum development hours per class per year they teach and 1 hour per special event or field trip. For program development hours (including conferences, curriculum writing and staff development), each teacher shall receive two (2) hours per assigned class per year for required professional development hours.

Step advancement for ECFE teachers shall occur only on July 1, and requires a minimum of 400 annual contracted instructional and staff meeting hours since initial placement or last advancement. Hours spent on field trips, one-time classes, newsletter writing and long-term substitution also shall be included for purposes of step advancement, but any hours spent on ordering supplies or other similar special assignments will not be included in determining eligibility for step advancement.

ECFE teachers who hold a BA+30 will receive an additional 5% of their hourly wage. ECFE teachers who hold a masters degree in an approved ECFE field will receive an additional 10% of their hourly wage. (e.g. If a teacher with a bachelor's degree makes \$20/hour, the teacher holding a master's degree and is at the same salary level will make \$22/hour.)

The Employer may assign additional duties to any ECFE teacher. Non-instructional duties, such as ordering supplies, fall room set-up and spring room clean-up or other special assignments, will be paid at \$20.00 per hour.

Section 11.6 Paychecks

ECFE teachers will receive their pay in installments using time cards.

Section 11.7 Other Provisions

ECFE teachers shall be subject to:

Article I Section 1.1
Article II
Article III
Article IV, Sections 4.1, 4.2, 4.5
Article V, Section 5.6- Part 4
Article VI
Article VII, Sections 7.2, 7.3 and 7.5-7.14
Article XII
Article XIII

Article XIV

Article XV

Appendix H – MOU Donation to Sick Leave

of this Master Contract. No ECFE teacher or substitute teacher shall be eligible for any other compensation, differential, leave or benefits of any nature whatsoever, except as provided for in this Article XI.

Section 11.8 Definition

For purposes of this Article, “school year” shall be the District’s fiscal year. The exception will be for benefits eligibility. The number of hours per week for ECFE benefits eligibility will be determined by the total annual hours on an ECFE teacher’s Letter of Agreement divided by the number of weeks of ongoing ECFE classes held during the two semesters in a school year. “Ongoing” also applies to 1/2 semester classes. Employees hired after July 1, 2007, must be employed at least 1184 hours/year in order to be eligible for full health benefits or must be employed at least 740 hours/year to be eligible for part-time health benefits.

Section 11.9 Tax Sheltered Program - 403(b) Plan

The employer shall match contributions of ECFE teachers to a 403(b) Plan up to 2% of the teacher’s annual wages. This benefit shall begin with the teacher’s 10th year of service and will go up to a 3% match with the teacher’s 15th year of service.

Section 11.10 Sick Leave

Calculations for ECFE sick leave use the same formula as personal leave. Sick leave will be figured as the number of hours per week (as stated on the Department Letter of Agreement) divided by 40 hours per week to get a percent. The percent is multiplied by 80 hours to obtain the number of hours for ECFE teacher sick leave. Fractions of an hour will be rounded to the nearest 1/2 hour. Sick leave may accumulate to a maximum of 1236 hours.

Section 11.11 Personal Leave

ECFE personal leave will be figured as the number of hours per week (as stated on the Department Letter of Agreement) divided by 40 hours per week to get a percent. The percent is multiplied by 16 hours (2-8 hour days) to obtain the number of hours for ECFE teacher personal leave. Fractions of an hour will be rounded to the nearest 1/2 hour. Unused personal leave may accumulate to the equivalent of three (3) weighted days.

Section 11.12 Severance Eligibility

ECFE teachers who were hired before July 1, 1988, will be eligible to receive severance pay only if each of the following standards are met:

- a.) The teacher must have completed at least 20 years of service as an ECFE teacher in the Wayzata School District.
- b.) The teacher must have attained the age of 55 years as of the June 30 of the school year in which a retirement letter is submitted.
- c.) The teacher must submit a written letter of retirement to the Human Resources Department by February 1 including the requested date of retirement.
- d.) The School Board shall act on the application for severance pay at its regular February meeting.
- e.) No severance pay will be paid to any teacher who has been discharged for cause by the Employer pursuant to state statutes.

Section 11.13 Amount

A teacher who qualifies under 11.12 and whose letter of retirement is approved by the School Board will be paid the amount determined by multiplying 1% of the total hours worked as a Wayzata Public School ECFE teacher by their current hourly rate of pay. The maximum amount paid to an eligible teacher will be \$8,600.

Section 11.14 Payment

Upon retirement, the District will contribute an amount equal to the value of the employee's accrued severance pay into a 403(b) account established by the employee exclusively for the purpose of receiving such payment (the "Severance 403(b)"). The employee will not receive direct payment from the District for severance pay.

Payment will be made beginning with the first payroll date in January following retirement. Provided that, in the event any such deposit would violate the applicable IRS limits, the Board may adjust the payment schedule as needed. The amount of the District contribution shall be calculated in accordance with this article.

Upon request of the District, the employee shall provide information needed to determine the amount of the District contribution that may be deposited into the Severance 403(b) without exceeding the applicable IRS limits on annual additions to all tax-deferred accounts held by the employee.

The retiree will not make any other deposits to the Severance 403(b) until the District has paid out the entire amount of severance due. The District will maintain a list of 403(b) vendors that may be used for the employee's Severance 403(b).

Article XII
Paychecks

Section 12.1 Basic Paychecks

A teacher's annual basic salary will be paid in twenty-four equal semi-monthly installments. The first payday each year will be September 15. Paydays will be the 15th and last day of each month, except that, if the 15th or last day of any month occurs on a Saturday, Sunday, or holiday, that payday will be the preceding work day. A teacher will receive payment in a lump sum for the remaining unpaid amount of the teacher's annual basic salary. Final paycheck will be no later than June 22. Alternatively a teacher, by request, may elect to have the teacher's remaining unpaid amount paid to the teacher in five equal semi-monthly installments on paydays between June 30 and August 31.

Section 12.2 Extra Assignment Checks

Extra assignment checks will be issued as follows:

1. Work on an annual recurring basis will be paid with the regular salary throughout the school year or in a single sum. It will, however, be defined in a separate contract.
2. Nonrecurring extra assignment work will be paid on the regular salary date, provided that an order for payment from the administrator in charge of the assignment has been received 10 days prior to such pay date.

Article XIII

Grievances and Arbitration

Section 13.1 Purpose

The purpose of this Article is to secure, at the lowest possible administrative level, an equitable resolution of any grievance which may arise during the term of this Contract. Whenever used in this Contract, the term "grievance" shall mean any dispute or disagreement as to the interpretation or application of any term or terms of this contract.

Section 13.2 Discipline

The Employer shall not discipline teachers except for just cause. Any such disciplinary action shall be subject to review through the grievance procedure, commencing directly with the filing of a written statement of the grievance with the designated central office administrator at the Second Stage of the grievance procedure within ten (10) calendar days after the disciplinary action.

Section 13.3 First Stage

The Association or any teacher with a grievance shall first attempt to resolve such grievance through an informal conference with the Principal or other immediate administrative supervisor. Any teacher who is not satisfied with the informal adjustment of the grievance must, within fifteen (15) calendar days of the event giving rise to the grievance, file with the Principal or other immediate supervisor a written statement of the grievance on the form set forth in Appendix E signed by the teacher and set forth the facts and state the provisions of this contract alleged to have been violated. A "class grievance" affecting a group of teachers shall be signed by at least one of such teachers and a representative of the Association, and may be appealed from one stage to the next by the Association. The Principal or other administrative supervisor may meet with the teacher to discuss the grievance, and shall indicate the disposition of the grievance, in writing, with a copy to the teacher and to the Association. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) calendar days after the written statement has been filed, the teacher may appeal the grievance to the Second Stage.

Section 13.4 Representation

Any teacher, administrator, the Association, or the Board of Education may be represented at any stage of the grievance procedure by any properly designated person or agent.

Section 13.5 Second Stage

The Association or a teacher who is not satisfied with the disposition of the grievance at the First Stage shall file a copy of the written statement of the grievance with the designated central office administrator within ten (10) calendar days after the grievance has reached the First Stage. The Director of Human Resources may meet with the teacher to discuss the grievance, and shall indicate the disposition of the grievance, in writing, with a copy to the teacher and to the Association. If the parties fail to agree or the matter has not been satisfactorily adjusted within ten (10) calendar days after the grievance has reached the Second Stage, the teacher may appeal the grievance to the Third Stage.

Section 13.6 Third Stage

Within fifteen (15) calendar days after the grievance has reached the Second Stage, the Association or a teacher who is not satisfied with the disposition of the grievance at the

Second Stage shall file with the Superintendent a written request for a conference with the Board of Education regarding the grievance. At its next meeting, the Board of Education shall set a time for a conference of the teacher with the Board, or with a committee or representative of the Board and the Superintendent, which conference shall take place within fifteen (15) calendar days of such meeting. If the grievance is not satisfactorily resolved as a result of such conference, it shall be referred to arbitration within fifteen (15) days of such conference.

Section 13.7 Grievance Mediation

The Association or an employee and the school district may, if mutually agreed, have the option of requesting Grievance Mediation by the Bureau of Mediation Services prior to section 13.8, Submission to Arbitration. Timelines shall automatically be waived upon request by either party. If agreement or resolution is not reached in Grievance Mediation, the grievance process shall be automatically resumed by requesting arbitration within ten (10) days of impasse. No offers, counter offers, or any documentation relating to Grievance Mediation shall be used by either party to the dispute at arbitration. If resolution is reached, the agreement shall be put in writing and the grievance withdrawn by the moving party.

Section 13.8 Submission to Arbitration

The Association may submit to arbitration any grievance which has been properly processed through the Third Stage of the grievance procedure. The Association must file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) calendar days after the Third Stage conference with the Board of Education. Arbitration proceedings shall be conducted according to the rules of the Bureau of Mediation Services.

Section 13.9 Jurisdiction and Authority of Arbitrator

The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Contract. The arbitrator shall have no power to add or subtract from, or change, modify or amend in any way the terms and conditions of employment set forth in this Contract. The decision of the arbitrator shall be binding on both parties, subject to all the limitations of arbitration decisions set forth in the PELRA.

Section 13.10 Time Limitations

Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as a maximum and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent. Failure of a teacher or the Association to comply with the limitations specified shall constitute a waiver of the grievance. Failure of an administrator or the Board of Education to act within the time limitations specified shall constitute a denial of the grievance and shall permit the teacher or the Association to proceed to the next stage.

Article XIV

Management Rights

Section 14.1 Authority and Power of the Employer

The laws of the State of Minnesota have vested in the Employer the full authority and power to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules and regulations for the district. All such authority and

power of the Employer shall continue unimpaired, except as limited by a specific provision of this Contract.

Section 14.2 Provisions Contrary to Law

Any portion of this Contract which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect. The provisions of this Contract shall be severable, and if any provision hereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of such provisions under other circumstances. The Employer and the Association shall meet to attempt to negotiate an amended clause to replace any invalid provision. However, the Employer reserves the final right to amend any provision of this Contract as necessary to comply with federal or state laws or rules and regulations promulgated thereunder.

Article XV

Progressive Discipline

The Wayzata Education Association and the Wayzata Public Schools, District 284, have agreed to implement the tenets of Progressive Discipline to ensure the highest quality of professionalism and instruction for our students. Under normal conditions, teachers being disciplined will be provided progressive discipline as follows:

1. an oral warning (during which the administrator will advise the teacher an oral warning is being issued)
2. a written warning
3. suspension with pay
4. suspension without pay
5. termination for just cause.

Suspension without pay shall take effect upon the teacher's receipt of written notification from the teacher's immediate supervisor and the Director of Human Resources. The written notification will state the grounds for suspension. The decision to suspend a teacher without pay 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 Director of Human Resources within 10 working days after receipt of the notice of suspension.

A teacher has the right to representation at all steps of the above progressive discipline procedure.

Article XVI

Duration and Renegotiation of Contract

Section 16.1 Term of Contract

This Agreement shall remain in full force and effect for a period commencing July 1, 2009 through June 30, 2011, and thereafter as provided by PELRA.

Section 16.2 Effect of Contract

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Contract, are hereby superseded.

Section 16.3 Termination or Modification

Either party desiring to terminate or modify this Contract must notify the other party in writing at least thirty (30) days but not more than one hundred fifty (150) days prior to June 30, 2010, or at least thirty (30) days but not more than one hundred fifty (150) days prior to June 30 of any odd-numbered years thereafter. A notice of desire to modify this Contract shall set forth specifically all proposed modifications sought by the party, and all clauses of this Contract for which no modification is sought shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications have been given.

After the expiration of the term of this Contract, if either party has given timely notice of intent to terminate or modify this Contract, no step increases, lane changes or career increments shall be granted prior to the negotiation and execution of a new Agreement.

Section 16.4 Negotiations During Term

The parties mutually acknowledge that during the negotiations which resulted in this Contract, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for teachers. All understandings and agreements arrived at by the parties are set forth in this Contract. For the duration of this Contract, the Employer and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Contract, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Contract was negotiated or executed; provided, however, that any provision of this Contract may be amended in writing at any time by mutual consent of the parties.

2009-2011 Master Contract

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

INDEPENDENT SCHOOL DISTRICT 284

WAYZATA EDUCATION ASSOCIATION

Linda Cohen, Chairperson

Jodi Olson, WEA President

Susan Droegemueller, Clerk

Mary Dvorak, Negotiator

Date: September 14, 2009

Date: _____

Appendix A
Salary Schedule / July 1, 2009 to June 30, 2010

P.I	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	PH.D
1	\$35,018	\$35,689	\$36,699	\$37,876	\$39,388	\$40,903	\$42,248	\$43,762	\$45,276	\$46,788	\$48,975
2	\$35,018	\$35,689	\$36,699	\$37,876	\$39,388	\$40,903	\$42,248	\$43,762	\$45,276	\$46,788	\$48,975
3	\$36,363	\$37,034	\$38,044	\$39,557	\$41,240	\$42,921	\$44,266	\$45,781	\$47,294	\$48,808	\$50,994
4	\$37,876	\$38,546	\$39,557	\$41,578	\$43,256	\$44,939	\$46,285	\$47,795	\$49,312	\$50,826	\$53,011
5	\$39,557	\$40,231	\$41,240	\$43,256	\$45,276	\$47,125	\$48,472	\$49,985	\$51,498	\$53,011	\$55,198
6	\$40,895	\$41,913	\$42,921	\$44,939	\$47,463	\$49,312	\$50,656	\$52,170	\$53,683	\$55,198	\$57,382
7	\$42,050	\$44,604	\$45,612	\$47,632	\$49,649	\$51,666	\$53,011	\$54,524	\$56,040	\$57,551	\$59,738
8	\$42,050	\$46,111	\$47,632	\$49,649	\$51,833	\$54,020	\$55,366	\$56,880	\$58,393	\$59,907	\$62,091
9	\$42,050	\$47,415	\$49,985	\$52,339	\$54,691	\$57,047	\$58,393	\$59,907	\$61,419	\$62,932	\$65,118
10	\$42,674	\$48,121	\$52,446	\$54,916	\$58,409	\$61,142	\$62,504	\$64,042	\$65,577	\$67,115	\$69,332
11	\$42,674	\$48,121	\$53,929	\$56,469	\$60,389	\$63,211	\$64,622	\$66,211	\$67,799	\$69,390	\$71,684
12	\$42,674	\$48,121	\$53,929	\$56,469	\$62,094	\$65,001	\$66,450	\$68,083	\$69,718	\$71,354	\$73,711
13	\$42,674	\$48,121	\$53,929	\$56,469	\$62,094	\$65,001	\$66,450	\$68,083	\$69,718	\$71,354	\$73,711
14	\$42,674	\$48,121	\$53,929	\$56,469	\$62,094	\$65,001	\$66,450	\$68,083	\$69,718	\$71,354	\$73,711
15-19	\$44,338	\$49,933	\$55,887	\$58,576	\$64,351	\$67,403	\$69,003	\$70,784	\$72,566	\$74,350	\$76,857
20-24	\$47,247	\$52,865	\$58,833	\$61,289	\$67,258	\$70,066	\$71,821	\$73,578	\$74,982	\$77,088	\$79,546
25+	\$49,705	\$55,322	\$61,289	\$63,748	\$69,715	\$72,524	\$74,278	\$76,033	\$77,791	\$79,546	\$82,000

Appendix B
Salary Schedule / July 1, 2010 to June 30, 2011

P.I.	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	PH.D
1	\$35,525	\$36,206	\$37,231	\$38,425	\$39,959	\$41,496	\$42,861	\$44,397	\$45,932	\$47,467	\$49,685
2	\$35,525	\$36,206	\$37,231	\$38,425	\$39,959	\$41,496	\$42,861	\$44,397	\$45,932	\$47,467	\$49,685
3	\$36,890	\$37,571	\$38,596	\$40,130	\$41,838	\$43,543	\$44,908	\$46,444	\$47,980	\$49,516	\$51,733
4	\$38,425	\$39,105	\$40,130	\$42,181	\$43,883	\$45,591	\$46,956	\$48,488	\$50,027	\$51,563	\$53,780
5	\$40,130	\$40,814	\$41,838	\$43,883	\$45,932	\$47,808	\$49,175	\$50,710	\$52,244	\$53,780	\$55,999
6	\$41,488	\$42,521	\$43,543	\$45,591	\$48,151	\$50,027	\$51,391	\$52,926	\$54,461	\$55,999	\$58,214
7	\$42,659	\$45,250	\$46,274	\$48,323	\$50,368	\$52,415	\$53,780	\$55,315	\$56,852	\$58,386	\$60,605
8	\$42,659	\$46,780	\$48,323	\$50,368	\$52,585	\$54,804	\$56,168	\$57,705	\$59,240	\$60,775	\$62,992
9	\$42,659	\$48,102	\$50,710	\$53,098	\$55,484	\$57,874	\$59,240	\$60,775	\$62,310	\$63,844	\$66,062
10	\$43,293	\$48,818	\$53,207	\$55,712	\$59,256	\$62,028	\$63,410	\$64,970	\$66,528	\$68,088	\$70,338
11	\$43,293	\$48,818	\$54,711	\$57,288	\$61,265	\$64,128	\$65,559	\$67,171	\$68,782	\$70,396	\$72,723
12	\$43,293	\$48,818	\$54,711	\$57,288	\$62,994	\$65,943	\$67,413	\$69,070	\$70,729	\$72,389	\$74,780
13	\$43,293	\$48,818	\$54,711	\$57,288	\$62,994	\$65,943	\$67,413	\$69,070	\$70,729	\$72,389	\$74,780
14	\$43,293	\$48,818	\$54,711	\$57,288	\$62,994	\$65,943	\$67,413	\$69,070	\$70,729	\$72,389	\$74,780
15-19	\$44,981	\$50,657	\$56,697	\$59,425	\$65,284	\$68,380	\$70,004	\$71,810	\$73,618	\$75,428	\$77,971
20-24	\$47,933	\$53,631	\$59,686	\$62,177	\$68,233	\$71,082	\$72,863	\$74,645	\$76,069	\$78,205	\$80,699
25+	\$50,425	\$56,124	\$62,177	\$64,672	\$70,726	\$73,576	\$75,355	\$77,135	\$78,919	\$80,699	\$83,189

Appendix C ECFE Wage Schedule

2009 - 2010

STEP	BA	BA+30	MA
A	\$23.87	\$25.06	\$26.27
B	\$24.38	\$25.59	\$26.83
C	\$24.86	\$26.09	\$27.34
D	\$25.32	\$26.58	\$27.86
E	\$25.86	\$27.14	\$28.45
F	\$26.35	\$27.67	\$28.99
G	\$26.82	\$28.13	\$29.49
H	\$27.33	\$28.68	\$30.05
*	\$29.50	\$30.98	\$32.46
**	\$30.97	\$32.52	\$34.06
***	\$32.52	\$34.14	\$35.76

2010 - 2011

STEP	BA	BA+30	MA
A	\$24.21	\$25.42	\$26.65
B	\$24.73	\$25.96	\$27.21
C	\$25.22	\$26.47	\$27.73
D	\$25.68	\$26.97	\$28.26
E	\$26.23	\$27.54	\$28.86
F	\$26.73	\$28.07	\$29.41
G	\$27.20	\$28.54	\$29.92
H	\$27.72	\$29.10	\$30.48
*	\$29.93	\$31.43	\$32.93
**	\$31.42	\$32.99	\$34.55
***	\$32.99	\$34.63	\$36.28

* Eligible for this rate on the first July 1 following completion of 400 hours at Step H.

** Eligible for this rate after five years at level *.

*** Eligible for this rate after five years at level **.

Appendix D

Extra Assignment Schedule

An Extracurricular Committee will be co-chaired by an administration representative and a union representative and will include two elementary, two middle school, and two high school teachers selected by the WEA. Committee selection should take into account the diversity of the activities Wayzata supports. The focus of the committee will be to:

- recommend placement on the pay scale for new advisor or coach positions, and
- review and possibly recommend changes in placement based on changed expectations for a job.

I. Extra Curricular Assignments

A. High School

All Extra Curricular Assignments shall be calculated from a 1.000 factor of \$6,433 in 2009-2010 and \$6,526 in 2010-2011. Positions included in Section I and identified with ❖ are not eligible for the Extra Curricular Career Increments.

Assignment	Factor	09-10	10-11
MSHSL Activities			
Interscholastic			
Baseball Coach	0.850	\$5,468	\$5,547
Basketball Coach	1.000	\$6,433	\$6,526
Cross Country Coach	0.715	\$4,600	\$4,666
Dance Team Coach (Winter)	0.870	\$5,597	\$5,678
Football Coach	1.000	\$6,433	\$6,526
Golf Coach	0.660	\$4,246	\$4,307
Gymnastics Coach	0.870	\$5,597	\$5,678
Hockey Coach	1.000	\$6,433	\$6,526
Lacrosse Coach	0.640	\$4,117	\$4,177
Soccer Coach	0.850	\$5,468	\$5,547
Softball Coach	0.850	\$5,468	\$5,547
Swimming Coach	0.850	\$5,468	\$5,547
Tennis Coach	0.640	\$4,117	\$4,177
Track Coach	0.850	\$5,468	\$5,547
Volleyball Coach	0.870	\$5,597	\$5,678
Wrestling Coach	0.920	\$5,918	\$6,004
Debate Coach	1.000	\$6,433	\$6,526
Assistant Debate Coach	0.750	\$4,825	\$4,895
Speech	0.638	\$4,104	\$4,164
Assistant Speech Coach	0.478	\$3,075	\$3,119
One Act Play Contest Director	0.200	\$1,287	\$1,305
Coed Interscholastic			
Adapted Soccer	0.390	\$2,509	\$2,545
Adapted Floor Hockey	0.495	\$3,184	\$3,230
Adapted Softball	0.410	\$2,638	\$2,676
Adapted Bowling	0.266	\$1,711	\$1,736
Nordic Skiing Coach*	0.715	\$4,600	\$4,666
Alpine Skiing Coach*	0.715	\$4,600	\$4,666

* These factors are for assignments as head coach of both boys' and girls' teams. If separate coaches are assigned for these activities, the factor shall be .646.

Other Related Activities

Adapted Athletic Coordinator (per season)	0.210	\$1,351	\$1,370
Athletic Equipment Supervisor	1.500	\$9,650	\$9,789
Weight Room Trainer (per semester)	0.750	\$4,825	\$4,895
Dance Team Coach (Fall)	0.300	\$1,930	\$1,958
Cheerleading Advisor (Fall)	0.375	\$2,412	\$2,447
Cheerleading Advisor (Winter)	0.375	\$2,412	\$2,447
❖ Intramural Staff	per hour	\$23.18	\$23.52

Grade 10-12 assistant coaches at the varsity level shall be paid .750 times the head coach's salary.

Grade 9 assistant coaches at the varsity level shall be paid .680 times the head coaches salary. If a Grade 9 assistant coach was hired before 7/1/03, their salary shall be .75 times the head coach's salary.

Post-Season Athletics

Post-season is defined as the first day following the first section competition.

Varsity and assistant coaches will be paid 80% of their pro-rata salary for post-season competition (based on a 6-day work week).

When individual student(s) competes beyond the regular season, coaches are paid as follows:

Head Coach - \$200; Assistant Coach - \$150.

The Activities Director will determine the number of coaches necessary for each post-season competition.

Post-Season Activities: Effective September 1, 2009

Eligibility for post-season compensation will be determined by the advisor's job description. Advisors will receive 50% pro-rata salary for post-season competition (based on the work-week as indicated in their job description). The Activities Director will determine the advisors' job descriptions. The Activities Director will determine the number of coaches necessary for each post-season competition.

Theatre Arts

Drama Coordinator	0.200	\$1,287	\$1,305
Black Box Musical Artistic Director	0.630	\$4,053	\$4,111
Black Box Musical Choreographer	0.255	\$1,640	\$1,664
Black Box Costumes	0.200	\$1,287	\$1,305
Black Box Musical Orch. Director/Pianist	0.255	\$1,640	\$1,664
Black Box Musical Technical Director	0.255	\$1,640	\$1,664
Black Box Musical Vocal Director	0.425	\$2,734	\$2,774
Black Box Play Artistic Director	0.600	\$3,860	\$6,916
Black Box Play Technical Director	0.255	\$1,640	\$1,664
Musical Artistic Director	0.850	\$5,468	\$5,547
Musical Vocal Director	0.550	\$3,538	\$3,589
Musical Choreographer	0.425	\$2,734	\$2,774
Musical Technical Director	0.425	\$2,734	\$2,774
Musical Orchestra Director	0.425	\$2,734	\$2,774
Musical Publicity	0.068	\$437	\$444
Musical Lighting	0.161	\$1,036	\$1,051
Musical Costumes	0.200	\$1,287	\$1,305
❖ Musical Pianist	0.255	\$1,640	\$1,664
Play Artistic Director	0.800	\$5,146	\$5,221
Play Costumes	0.125	\$804	\$816
Play Publicity	0.068	\$437	\$444
Play Technical Director	0.400	\$2,573	\$2,610
One Act Play Student Directed Advisor	0.200	\$1,287	\$1,305
Assistant One Act Play Contest Director	0.200	\$1,287	\$1,305

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Publications

Wayako Advisor	0.650	\$4,181	\$4,242
Assistant Wayako Advisor	0.200	\$1,287	\$1,305
School Newspaper Advisor (10 issues min.)	0.600	\$3,860	\$3,916

Music Direction

Instrumental Music Director	1.000	\$6,433	\$6,526
Vocal Music Director	1.000	\$6,433	\$6,526
Orchestra Director	0.600	\$3,860	\$3,916
Summer Drum Line	0.500	\$3,217	\$3,263
Percussion Ensemble Director	0.350	\$2,252	\$2,284

A Band Director will receive an additional \$75.00 compensation/event for performances at section, regional and state playoff games.

Miscellaneous Activities

AFS Supervisor - International Club	0.190	\$1,222	\$1,240
Amnesty International	0.135	\$868	\$881
Art Club	0.135	\$868	\$881
Auditorium Coordinator	0.650	\$4,181	\$4,242
Business Professionals of America	0.500	\$3,217	\$3,263
Chess Team	0.135	\$868	\$881
Creative Writing Club	0.135	\$868	\$881
Dance Club Head Coach, Fall	0.300	\$1,930	\$1,958
Dance Club Asst. Coach, Fall	0.225	\$1,447	\$1,468
DECA Advisor	0.750	\$4,825	\$4,895
DECA Assistant	0.500	\$3,217	\$3,263
Drama Club	0.135	\$868	\$881
Future Problem Solving	0.135	\$868	\$881
Link Advisor	0.500	\$3,217	\$3,263
Literary Magazine Advisor	0.250	\$1,608	\$1,632
Math Team Coach	0.250	\$1,608	\$1,632
Math Team Asst. Coach	0.1875	\$1,206	\$1,224
Mock Trial Coach	0.375	\$2,412	\$2,447
❖ Music Accompanist	per hour	\$20.86	\$21.16
National Honor Society	0.650	\$4,181	\$4,242
Newsbreak Director	0.200	\$1,287	\$1,305
Newsbreak Coordinator	0.200	\$1,287	\$1,305
Photography Club	0.135	\$868	\$881
Political Issues Group	0.135	\$868	\$881
❖ Pottery Materials Prep	0.370	\$2,380	\$2,415
Quiz Bowl Coach	0.250	\$1,608	\$1,632
Quiz Bowl Asst. Coach	0.1875	\$1,206	\$1,224
Raising Awareness for Respect & Equality	0.190	\$1,222	\$1,240
Science Bowl	0.140	\$901	\$914
Science Olympiad	0.250	\$1,608	\$1,632
Skills USA - VICA	0.500	\$3,217	\$3,263
Student Council Advisor	0.650	\$4,181	\$4,242
Supermileage	0.250	\$1,608	\$1,632
Trap and Skeet Club	0.300	\$1,930	\$1,958
World Language Club	0.135	\$868	\$881
World Language Exchange Coordinator	0.180	\$1,158	\$1,175

B. Middle Schools

Assignment	Factor	09-10	10-11
Athletics			
Basketball Coach 7th or 8th Grade	0.445	\$2,863	\$2,904
Tennis Coach	0.445	\$2,863	\$2,904
Track Coach	0.445	\$2,863	\$2,904
Volleyball Coach 7th or 8th Grade	0.445	\$2,863	\$2,904
Wrestling Coach	0.445	\$2,863	\$2,904
Other Activities			
Athletic Coordinator	0.734	\$4,722	\$4,790
Theatre Arts			
Play Director	0.300	\$1,930	\$1,958
Play Technical Director	0.225	\$1,447	\$1,468
Musical Artistic Director	0.550	\$3,538	\$3,589
Musical Vocal Director	0.225	\$1,447	\$1,468
Musical Choreographer	0.225	\$1,447	\$1,468
Musical Technical Director	0.225	\$1,447	\$1,468
Musical Orchestra Director	0.225	\$1,447	\$1,468
Publications			
Yearbook	0.365	\$2,348	\$2,382
Music Activities			
Band, Orchestra and Vocal	per concert	\$251	\$255
Approved Out of School Music	per hour	\$28.11	\$28.52
❖ Accompanist	per concert	\$232	\$235
Miscellaneous			
Art Club	0.070	\$450	\$457
Audiovisual	0.258	\$1,660	\$1,684
Bus Supervision		\$1,339	\$1,358
Computer Club	0.140	\$901	\$914
Continental Math League	0.045	\$289	\$294
Environmental Trip Coordinator	0.258	\$1,660	\$1,684
❖ Environmental Learning Center			
Overnights	per night	\$69	\$70
Future Problem Solving	0.197	\$1,267	\$1,286
Geography Bee	0.030	\$193	\$196
History Day Coordinator	0.045	\$289	\$294
History Day Coach	0.030	\$193	\$196
Lego League	0.258	\$1,660	\$1,684
Math Counts	0.140	\$901	\$914
Math League	0.197	\$1,267	\$1,286
Math Masters	0.140	\$901	\$914
Production Club	0.258	\$1,660	\$1,684
Science Club	0.140	\$901	\$914
Spelling Bee	0.030	\$193	\$196
Student Council Advisor	0.492	\$3,165	\$3,211

C. Elementary Schools

Assignment	Factor	09-10	10-11
Elementary Schools			
❖ Accompanist	per concert	\$232	\$235
Vocal Music Conductors (approved extra assignments)	per hour	\$28.13	\$28.54
Continental Math League	0.045	\$289	\$294
❖ Destination Imagination	0.140	\$901	\$914
Geography Bee	0.030	\$193	\$196
Elementary School Patrol		\$549	\$557
Bus Supervision		\$1,339	\$1,358

D. Other

Assignment	Factor	09-10	10-11
Elementary Schools			
❖ Website Editor	0.159	\$1,023	\$1,038
Video Events	per event	\$102	\$103
Video News	0.159	\$1,023	\$1,038
❖ IEP Specialist	0.404	\$2,599	\$2,637

E. Extra Curricular Career Increments

Positions included in Section I and identified with ❖ are not eligible for the Extra Curricular Career Increments. A teacher who has supervised (coached or directed) the same activity in the Wayzata School District as a member of the bargaining unit covered by this Master Contract for a minimum of three (3) school years will be eligible for an extra curricular career increment as follows:

After 3 years of supervising the activity	After 7 years of supervising the activity	After 14 years of supervising the activity
10% of the base rate of the activity	15% of the base rate of the activity	20% of the base rate of the activity

For purposes of this section, coaching the same sport for boys or girls or both will be treated as a single activity.

Example: A senior high girls' soccer coach with 5 years experience coaching only boys' soccer, 3 years coaching both boys' and girls' soccer, and 5 years coaching only girls' soccer will be credited with 13 years of supervising the same activity. The teacher would be eligible for an extra curricular career increment of 15% of the 2009-2010 soccer rate of pay: $.15 \times \$5,468 = \820 career increment.

II. Extended Professional Assignments

A. Summer School and Targeted Services Assignments

The Employer will pay teachers under summer school contract at the following rates per class hour taught for the Summer 2009:

Preparation	Factor	Summer 2009
BA to BA+14	1.00	\$24.43
BA+15 to BA+44	1.06	\$25.90
BA+45 to MA+14	1.12	\$27.36
MA+15 to more	1.18	\$28.83

The Employer will pay teachers under summer school and targeted services contracts at the following rates per class hour taught:

Lane	Beginning 9/01/09	Beginning 9/01/10
All BA Lanes	\$28.00	\$29.00
All MA Lanes	\$30.00	\$32.00

B. Driver Education Assignments

	09-10	10-11
Classroom Instruction	\$28.43	\$31.40
Behind the Wheel Instruction	\$28.43	\$31.40

C. Curriculum Writing

Curriculum writing on an hourly basis will be paid at the rate of \$26.35 per hour for 2009-2010 and \$26.73 per hour for 2010-2011.

D. Department and Grade Level Chairpersons

Department and grade level chairpersons will be compensated as follows:

	09-10	10-11
Elementary and Grade Level Chairpersons	\$326	\$331
Elementary grade level chairpersons may take one (1) day of professional leave, with advance administrative approval, for the purpose of discharging their duties.		
Senior High/Middle School Department Chairpersons per teacher (FTE) in department	\$434 +\$83.32/teacher	\$440 +\$84.53/teacher

District-wide Department Chairpersons may take up to four (4) days professional leave, with advance administrative approval, for the purpose of discharging their duties.

E. Miscellaneous Extended Professional Assignments

Other extended professional assignments not covered in this section will be paid at a rate agreed upon by the employer and the teacher(s) involved. The Exclusive Rep will be notified of any new positions added during the contract and these positions will be reviewed at the subsequent negotiations.

III. Extra Service Assignments

The following assignments when performed by members of the professional staff will be paid at the rates indicated for the 2009-2011 period of this Agreement. The following assignments are not eligible for the career increments outlined in Section I (F).

Assignment	09-10	10-11
Chaperone (per event)	\$46.07	\$46.74
Middle & Senior High Lunch Room Duty	\$980	\$994

2009-2011 Master Contract

Senior High Athletic Event Workers (per event)

Ticket Takers/Sellers

Volleyball, Wrestling	\$35.65	\$36.17
Hockey, Basketball, Lacrosse	\$43.18	\$43.80
Soccer, Football Ticket Seller	\$61.15	\$62.04
Football Ticket Taker	\$71.00	\$72.03

Timers

Football	\$43.18	\$43.80
Volleyball, Wrestling, Lacrosse	\$50.71	\$51.45
Hockey, Basketball	\$60.57	\$61.45
Soccer Timer/Announcer	\$71.00	\$72.03

Scorers

Basketball, Swimming	\$61.15	\$62.04
Volleyball, Wrestling, Gymnastics	\$50.71	\$51.45
Soccer Field Scorer	\$61.15	\$62.04
Volleyball Libero	\$35.65	\$36.17
9th Grade/Middle School Basketball, Volleyball, Wrestling, Swimming	\$35.65	\$36.17

Announcers

Football, Hockey, Gymnastics	\$35.65	\$36.17
Lacrosse, Wrestling, Basketball, Swimming	\$50.71	\$51.45

Supervisors

Fine Arts	\$39.41	\$39.98
Football	\$71.00	\$72.03
Volleyball, Wrestling, Hockey, Basketball	\$35.65	\$36.17
Soccer	\$61.15	\$62.04

Chain Gang

Football	\$41.44	\$42.04
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Line Judge

Volleyball (Junior Varsity & Varsity)	\$50.71	\$51.45
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Event Workers

Track	\$41.94	\$42.55
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Scorer/Announcer/Event Worker

Track	\$41.44	\$42.04
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Starter

Track	\$59.12	\$59.98
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Site Manager

Volleyball, Basketball, Track - MS & HS (per day)	\$120	\$122
Hockey (per day)	\$100	\$101
Lacrosse, Soccer (per day)	\$90	\$91
Football, Wrestling - All Day Tournament (per day)	\$240	\$243

Appendix E
Independent School District No. 284
Wayzata, Minnesota

Contract Grievance Form

Grievance Number _____
(Assigned by Employer)

Teacher Presenting Grievance: Name _____

School _____ Date of Incident: _____

Description of Grievance: _____

Specific Provision(s) of Contract Allegedly Violated: _____

Dated: _____

Teacher _____

Association Representative
(For "class grievances") _____

Disposition of Grievance: _____

Dated: _____

Principal or Supervisor _____

2009-2011 Master Contract

Appeal to Second Stage: Yes No

Signature

Date

Second Stage Disposition: _____

Executive Director of Human Resource Services

Date

Appeal to Third Stage: Yes No

Signature

Date

Third Stage Disposition: _____

Superintendent

Date

Appendix F

MEMORANDUM OF UNDERSTANDING

Hiring Retired Teachers

WHEREAS, the Wayzata School District is interested in hiring retired teachers to fill vacant positions; and

WHEREAS, the Association understands that the District would be unwilling to rehire these retirees if all provisions of the contract were to apply; and

WHEREAS, the parties have reached agreement on which terms of the agreement will apply to retirees.

NOW, THEREFORE, BE IT HEREBY AGREED by Independent School District 284, Wayzata, Minnesota and the Wayzata Education Association as follows:

1. Teachers 2009-11 Master Contract. The following provisions of the Master Contract will not apply to returning retirees: Article III, Section 9, Transfer; Article V, Compensation; Article VI, 6.3 Hospitalization and Medical Insurance; Article VII, Sections 6 and 9, Sabbatical Leave and Special Leaves Without Pay; Article VIII, Severance Pay; Article IX, Deferred Compensation; and Article X, Unrequested leave.

2. Salary. A retired teacher shall be placed on the salary schedule as agreed upon by the retired teacher and the District.

3. Health Insurance. If the retired teacher was eligible for retiree health benefits under section 8.6 of the Master Contract the retired teacher may elect to continue to receive insurance benefits as a retiree under Section 8.6 or as an active employee under Section 6.3 while actively employed. If the retired teacher was not eligible for retiree health benefits under Section 8.6 of the Master Contract, the retired teacher shall receive insurance benefits as an active employee under Section 6.3 while actively employed. Teachers will not be credited with years of service while employed as a retired teacher to become eligible for retiree insurance benefits under Section 8.6.

4. Severance Pay. The parties acknowledge that returning retirees covered by this Memorandum of Understanding do not waive eligibility for Severance Pay (Article VIII) to which they were entitled at the time of their retirement. However, retired teachers will not accrue additional benefits under Article VIII while actively employed.

5. Tax-Sheltered Program – 403(b) Plan. Section 6.5 shall be available for employee contributions, but employer match provisions do not apply.

6. Individual Retired Teacher Contract. A Retired Teacher Contract will be used for retired teachers hired under this Memorandum of Understanding.

The parties agree to these terms until the end of the 2010-2011 school year only. This memorandum may be renewed with the agreement of both parties.

For School District 284

For Wayzata Education Association

By: _____

By: _____

Dated: _____

Dated: _____

Appendix G

MEMORANDUM OF UNDERSTANDING

Elementary Team Planning

For the 2009-11 school years the School Board agrees to provide elementary licensed staff with team planning time of four (4) days per school year. It is agreed the Elementary Team Planning days will be paid for in the following manner: 50% will be paid from District funds and 50% will be paid out of building staff development funds per a separate WEA vote.

It is understood that the Elementary Team Planning time could be discontinued during this contract, but only if the School Board also discontinues the middle school model.

This Memorandum of Understanding will expire on June 30, 2011.

For School District 284

By: _____

Dated: _____

For Wayzata Education Association

By: _____

Dated: _____

Appendix H

MEMORANDUM OF UNDERSTANDING

Donation to Sick Leave

Wayzata Public Schools ISD No. 284 and the Wayzata Education Association agree to establish a donation to sick leave program. Employees may donate up to two (2) days of personal leave per year to another member of the bargaining unit who is out of accrued paid leave* and experiencing a hardship due to critical illness or injury and covered under Section 7.1. The number of days donated to an individual shall not extend the individual's paid status beyond the long-term disability qualification period or the end of the school year, whichever is reached first. Donated days may only be used for regularly scheduled duty days. A request for donated days must be submitted within two (2) weeks of the end of the qualifying illness or injury. Donation forms must be submitted to the Human Resource Services Department within two (2) weeks of the request.

ECFE teachers may donate to another member of the bargaining unit who is employed in the ECFE program. Employees may donate up to two (2) days (a day is based on the donating staff member's weight of day) of personal leave per year to another member of the bargaining unit who is out of accrued paid leave* and experiencing a hardship due to critical illness or injury and covered under Section 7.1. The number of days donated to an individual shall not extend the individual's paid status beyond the long-term disability qualification period or the end of the school year, whichever is reached first. Donated days may only be used for regularly scheduled duty days. Donation forms must be submitted to the Human Resources Services Department within two (2) weeks of the original date which sick leave would have been exhausted.

This Memorandum of Understanding will expire on June 30, 2011, unless both parties agree to an extension.

*accrued paid leave: sick and personal leave

For School District 284

For Wayzata Education Association

By: _____

By: _____

Dated: _____

Dated: _____

Appendix I

MEMORANDUM OF UNDERSTANDING

Sick Leave Accumulation

Beginning July 1, 2007, teachers who use five (5) days or less of sick leave in a school year may elect to convert sick leave days to cash at the current substitute daily pay rate (currently \$110/day) and the following conditions. The district will use the sick leave balance as of the end of each school year and the new balance will reflect a reduction based on the number of sick days that have been converted to cash. This payment will be made to a tax deferred plan within 60 days after the end of the school year on the following basis:

Accumulated Sick Leave	Amount
30-60 days accumulated sick leave	1 day (\$120)
60+ days accumulated sick leave	2 days (\$240)
90+ days accumulated sick leave	3 days (\$360)
184 days or more	5 days (\$600)

This plan will be subject to state and federal laws, rules and regulations.

It is agreed that the purpose of this benefit is to encourage WEA members to accumulate sick time and provide continuity in the classroom. Therefore, the WEA and the District will study the cost and effect of this plan for the 2009-10 and 2010-11 school years and such information will be used by the parties in the negotiations of the subsequent contract.

This Memorandum of Understanding will be effective July 1, 2009 through June 30, 2011.

For School District 284

For Wayzata Education Association

By: _____

By: _____

Dated: _____

Dated: _____

Appendix J

MEMORANDUM OF UNDERSTANDING Department Chairs

Wayzata Public Schools ISD No. 284 and the Wayzata Education Association agree to establish a joint committee to develop Wayzata High School Department Chair position descriptions to be completed by March 1, 2010. The committee will be represented by four (4) WEA members appointed by the WEA President and up to four (4) WHS administrators appointed by the WHS Principal. The selection and rotation processes will also be discussed.

For School District 284

For Wayzata Education Association

By: _____

By: _____

Dated: _____

Dated: _____

Appendix K

MEMORANDUM OF UNDERSTANDING

Extra-Assignments – Stipend Positions

Wayzata Public Schools ISD No. 284 and the Wayzata Education Association agree the following extra-assignments will be paid at the identified stipend for the 2009-11 school years. These assignments are viewed as temporary positions and will be reviewed during the 2011-13 negotiations to establish if the positions should be added to the master agreement. If other temporary positions are established during the 2009-11 school years, the WEA President will be notified.

Data Coaches	\$ 500.00
Technology Integration Coaches	\$1,000.00
Video Cataloging	\$ 500.00

For School District 284

For Wayzata Education Association

By: _____

By: _____

Dated: _____

Dated: _____