
MASTER AGREEMENT

**Carver-Scott
Educational Cooperative
and
Carver-Scott United
Educators**

July 1, 2009 – June 30, 2011

TABLE OF CONTENTS

		Page
ARTICLE I	PURPOSE	
	Section 1. Parties	1
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	
	Section 1. Recognition	1
	Section 2. Appropriate Unit	1
ARTICLE III	DEFINITIONS	
	Section 1. Terms and Conditions of Employment	
ARTICLE IV	CSEC'S RIGHTS	
	Section 1. Inherent Managerial Rights	2
	Section 2. Management Responsibilities	2
	Section 3. Effect of Laws, Rules, and Regulations	2
	Section 4. Reservation of Managerial Rights	2
ARTICLE V	TEACHER RIGHTS	
	Section 1. Right to Views	3
	Section 2. Right to Join	3
	Section 3. Request for Dues Check-off	3
	Section 4. Fair Share Fee	3
	Section 5. Personnel Files	4
	Section 6. Release Time for Union Activities	4
	Section 7. Use of Facilities	4
	Section 8. Meet and Confer	4
	Section 9. Teacher Discipline	5
	Section 10. Provision of Master Agreement	5
ARTICLE VI	BASIC SCHEDULES AND RATES OF PAY	
	Section 1. Basic Compensation	5
	Section 2. Salary Schedules	5
	Subd. 1. Status of Salary Schedule	5
	Subd. 2. Withholding of Salary Increase	5
	Section 3. Newly Hired Teachers	5
	Section 4. Substitute Teachers	5
	Section 5. Full-time Teachers	6
	Section 6. Part-time Teachers	6
	Section 7. Pay Deduction	6

	Page
ARTICLE VI	
BASIC SCHEDULES AND RATES OF PAY (con't)	
Section 8. Advancement	6
Subd. 1. Line Advancement for Degreed Teachers	6
Subd. 2. Non-Degreed Teachers – Initial placement on salary schedule and Professional Growth	6
Section 9. Longevity Pay	7
Section 10. Cumulative Longevity Pay	7
ARTICLE VII	
EXTRA COMPENSATION	
Extra-Duty Schedule	7
ARTICLE VIII	
GROUP INSURANCE	
Section 1. Selection	7
Section 2. Group Health-Hospitalization-Dental Insurance	8
Section 3. CSEC Contribution	8
Section 4. Single Coverage Required	8
Section 5. Eligibility	8
Section 6. Long-Term Disability Insurance	8
Section 7. Life Insurance	8
Section 8. Durance of Insurance Contribution	8
Section 9. Claims Against the CSEC	9
Section 10. Insurance Committee	9
ARTICLE IX	
LEAVES OF ABSENCE	
Section 1. General	9
Section 2. Sick Leave	9
Subd. 1. Earning	9
Subd. 2. Accumulation	9
Subd. 3. Use	9
Subd. 4. Deduction	9
Section 3. Personal Leave of Absence	10
Section 4. Bereavement	10
Section 5. Family and Medical Leave Act	10
Section 6. Unpaid Child Care Leave	10
Subd. 1. Use	10
Subd. 2. Request	10
Subd. 3. Medical Statement	10
Subd. 4. Date of Leave	11
Subd. 5. Duration	11

	Page
ARTICLE IX	
LEAVES OF ABSENCE (con't)	
Subd. 6. Reinstatement	11
Subd. 7. Failure to Return	11
Subd. 8. Salary and Fringe Benefits	11
Section 7. Unpaid Medical Leave	11
Subd. 1. Eligibility	11
Subd. 2. Request	11
Section 8. Military Leave	11
Section 9. Jury Duty Leave	11
Section 10. General Unpaid Leaves of Absence	12
Section 11. Insurance Coverage	12
Subd. 1. Paid Leave of Absence	12
Subd. 2. Unpaid Leave of Absence	12
Section 12. Credit	12
Section 13. Eligibility	12
ARTICLE X	
HOURS OF SERVICE	
Section 1. Basic Day	12
Section 2. Building/Program Hours	12
Section 3. Additional Activities	13
Section 4. Individual Assignments	13
Section 5. Teacher Preparation Time	13
Section 6. Teachers Assigned to More than One Building	13
Section 7. Notification of Change in Assignment	13
Section 8. Contract Teachers as Substitutes	13
ARTICLE XI	
LENGTH OF THE SCHOOL YEAR	
Section 1. Teacher Duty Days	13
Section 2. Emergency Closing	14
Section 3. Modifications in Calendar, Length of School Day	14
Subd. 1. More than two Emergency Days	14
Subd. 2. Meet and Confer	14
ARTICLE XII	
GRIEVANCE PROCEDURE	
Section 1. Definitions and Interpretations	14
Subd. 1. Grievance	14
Subd. 2. Days	14
Subd. 3. Extension	14
Subd. 4. Computation of Time	15

	Page
ARTICLE XII	
GRIEVANCE PROCEDURE (con't)	
Subd. 5. Filing and Postmark	15
Section 2. Time Limitations and Waiver	15
Section 3. Adjustment of Grievance	15
Subd. 1. Level I	15
Subd. 2. Level II	15
Subd. 3. Level III	15
Section 4. Denial of Grievance	16
Section 5. Level IV Arbitration Procedures	16
Subd. 1. Request	16
Subd. 2. Prior Procedure Required	16
Subd. 3. Selection of Arbitrator	16
Subd. 4. Hearing	16
Subd. 5. Decision	16
Subd. 6. Expenses	16
Subd. 7. Jurisdiction	17
Section 6. Election of Remedies and Waiver	17
ARTICLE XIII	
SENIORITY	
Section 1. Preparation	17
Section 2. Request for Change	17
Section 3. Final List	18
Section 4. Seniority Lists	18
Subd. 1. Continuing Contract Teachers hired under M.S. 122A.40	18
Subd. 2. Adult Basic Education (ABE) Teachers hired under M.S. 122A.26	18
Section 5. Dropping of Licenses	18
Section 6. Unrequested Leave of Absence Procedure	18
Section 7. Tie Breaking	18
ARTICLE XIV	
SEVERANCE PAY	
Section 1. General	19
Section 2. Fifteen or More Years of Service	19
Section 3. Twenty or More Years of Service	19
Section 4. Rate of Pay	19
Section 5. Installments	19

	Page
ARTICLE XV	
RETIREE INSURANCE	
Section 1. General	19
Section 2. Contribution	19
Section 3. Teachers Hired After June 30, 2010	20
ARTICLE XVI	
403(b) MATCHING PROGRAM	
Section 1. General	20
Section 2. Eligibility	20
Section 3. Participation Deadline	20
Section 4. FICA	20
Section 5. Matching	20
Section 6. Matching Eligibility	20
Section 7. Applicable State and Federal Laws	20
ARTICLE XVII	
DURATION	
Section 1. General	21
Section 2. Effect	21
Section 3. Finality	21
Section 4. Severability	21
SALARY SCHEDULE A 2009-2010	22
SALARY SCHEDULE B 2010-2011	23
SALARY SCHEDULE C	24
SIGNATURE PAGE	25
MEMORANDUM OF UNDERSTANDING	26

**CARVER-SCOTT EDUCATIONAL COOPERATIVE
CHASKA, MINNESOTA
AND THE
CARVER-SCOTT UNITED EDUCATORS**

**MASTER AGREEMENT
2009-2011**

**ARTICLE I
PURPOSE**

Section 1. Parties: This MASTER AGREEMENT is entered into between Carver-Scott Educational Cooperative No. 930, Chaska, Minnesota, hereinafter referred to as the "CSEC," and the Carver-Scott United Educators, hereinafter referred to as the "CSUE," pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 (currently codified at Minn. Stat. §179A), as amended, hereinafter referred to as "PELRA," to provide the terms and conditions of employment for teachers during the duration of this Master Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with PELRA, the CSEC recognizes the CSUE as the exclusive representative of all teachers and other personnel included in the appropriate unit as defined by Minnesota Statutes §179A.03(18) of PELRA and employed by the CSEC, which as the exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Master Agreement. The CSEC shall provide a list of all members of the unit and shall keep that list current by notifying CSUE of additions and deletions once each month. The CSEC agrees not to negotiate or meet and confer with any teachers' organization other than CSUE so long as CSUE is the duly authorized, exclusive bargaining agent of the teachers of the CSEC.

Section 2. Appropriate Unit: CSUE shall represent all teachers and other personnel included in the appropriate unit of CSEC as defined in this Master Agreement and in PELRA.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than CSEC payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the CSEC's personnel policies affecting the working conditions of the teachers. "Terms and conditions of employment" are subject to the provisions of PELRA and all applicable laws.

Section 2. Teacher: The term, "teacher," means all persons in the appropriate unit employed by the CSEC in a position for which the person must be licensed by the State of Minnesota, but shall not include Executive Director, Director, Manager and Coordinators, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 3. CSEC: For purposes of administering this Master Agreement, the word/term, "CSEC," shall mean the Governing Board or its designated representative(s).

Section 4. Other Section Terms: Terms not defined in this Master Agreement shall have those meanings as defined by PELRA.

ARTICLE IV CSEC'S RIGHTS

Section 1. Inherent Managerial Rights: CSUE recognizes that the CSEC is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the CSEC, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Management Responsibilities: CSUE recognizes the right and obligation of the Governing Board to efficiently manage and conduct the operation of the CSEC within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the CSEC and the member Districts served by the CSEC.

Section 3. Effect of Laws, Rules, and Regulations: CSUE recognizes that all teachers covered by this Master Agreement shall perform the teaching and non-teaching services prescribed by the Governing Board and shall be subject to Governing Board rules, regulations, directives, and orders issued by properly designated officials of the CSEC. CSUE also recognizes the right, obligation, and duty of the Governing Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the Governing Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Master Agreement. CSUE also recognizes that the CSEC and all teachers covered by this Master Agreement and all provisions of this Master Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and federal governmental agencies.

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

ARTICLE V TEACHER RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Master Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative; nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Pursuant to PELRA, teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the Governing Board.

Section 3. Request for Dues Check-off: CSUE shall be allowed dues check-off for its members, provided that dues check-off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues checkoff pursuant to PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the CSEC will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization. Deductions may be determined by the teacher by giving thirty (30) days written notice to the CSEC's business office to initiate, change, or stop deductions. Deductions shall be made and transmitted each month to the CSUE together with a list of names of the teachers from whose pay deductions were made and the dollar amounts thereof.

Section 4. Fair Share Fee: Pursuant to PELRA, CSUE may require any teacher who is not a member of the exclusive representative to contribute a fair share fee for services rendered by CSUE. The fair share fee must be equal to the regular membership dues of CSUE, less the cost of benefits financed through the dues and available only to members of CSUE. In no event may the fair share fee exceed 85 percent of the regular membership dues. CSUE shall provide advance written notice of the amount of the fair share fee to CSEC and to unit teachers who will be assessed the fee. The CSEC shall provide CSUE with a list of all unit teachers.

A challenge by a teacher or by a person aggrieved by the fee must be filed in writing with the commissioner, CSEC, and CSUE within 30 days after receipt of the written notice. All challenges must specify those portions of the fee challenged and the reasons for the challenge. The burden of proof relating to the amount of the fair share fee is on CSUE. The commissioner shall hear and decide all issues in these challenges.

CSEC shall deduct the fee from the earnings of the teacher and transmit the fee to CSUE 30 days after the written notice was provided. If a challenge is filed, the deductions for a fair share fee must be held in escrow by CSEC pending a decision by the commissioner

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

Section 5. Personnel Files: The procedures for handling all personnel files, shall be as set down in Minn. Stat. § 122A.40, Subd. 19, as amended. All the evaluations and files generated within the CSEC relating to each individual teacher shall be available from the CSEC's office during regular business hours to each individual teacher upon written request. All evaluations and files, wherever generated, relating to each individual teacher, shall be available to each individual teacher upon written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the files written information in response to any material contained therein. The CSEC may destroy the files as provided by law and shall expunge from the teacher's file any material found to be false or inaccurate through the grievance procedure required pursuant to PELRA.

Section 6. Release Time for Union Activities: During the period covered by this Master Agreement, CSUE officers or official representatives of CSUE will be given reasonable time off to conduct the duties of CSUE as the exclusive representative. Any teacher taking time off pursuant to this provision will have 1/185th of their annual salary deducted for each full day. If a half day is taken the amount of salary deduction will be prorated to reflect the amount of release time used to engage in appropriate union activities. The CSEC will cover the cost of a substitute teacher necessary to permit the teacher to take off time pursuant to this section.

Section 7. Use of Facilities: CSEC agrees that CSUE shall have the right to the use of school buildings and facilities in accordance with CSEC's policies, rules and regulations, provided such use shall not interfere with normal school activities and functions. CSUE shall also have the right to use CSEC's mailboxes, email, web site, bulletin boards and other similar CSEC media to provide notice to CSUE members about local Union business concerning the entire CSUE membership. CSEC mailboxes, email, web site, bulletin boards and other similar CSEC media should not be utilized by CSUE for any political purpose other than CSUE business and CSUE leadership. CSEC reserves the right to assess charges for additional custodial and operational expense beyond normal maintenance costs resulting from such use.

Section 8. Meet and Confer: "Meet and confer" means the exchange of views and concerns between the CSEC and CSUE. The CSEC and CSUE recognize that professional teachers possess knowledge, expertise, and dedication which is helpful and necessary to the operation and quality of CSEC and which may assist CSEC in developing its policies. As a result, the CSUE will select a representative or representatives to meet and confer with a representative or representatives of the CSEC on matters not specified as a term and condition of employment under PELRA that relate to the services being provided to the public. All meetings between CSEC and CSUE will be scheduled to take place at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed upon. The parties shall meet at least once every four months.

Section 9. Teacher Discipline: No teacher will be disciplined without just cause.

Section 10. Provision of Master Agreement: Copies of this Master Agreement titled "Master Agreement between the Carver-Scott Educational Cooperative and the Carver-Scott United Educators," shall be printed at the expense of CSEC within thirty (30) days after the Master Agreement is signed, and a copy shall be presented to every teacher now employed by CSEC. Further, CSEC shall furnish five (5) copies of the Master Agreement to the CSUE for its use.

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

Section 1. Basic Compensation: The basic salaries set forth in Schedules A and B (which are attached hereto and made a part of this contract) shall be effective in contract year 1 and contract year 2, respectively. Such basic salary schedules shall apply to the performance of basic duties for 185 days. Part time teachers contracted to work less than the full time duty day or less than the full number of duty days in the work year will be paid prorata from these salary schedules. Teachers contracted for more than 185 days will be paid prorata from same salary schedules.

For purposes of the 2009-2011 contract, upon ratification of this agreement, teachers will be placed on Schedule B for the 2010-2011 school year, with no retroactive salary. See Memo of Understanding, page 26, for details on 2010-2011 salary schedule placement regarding steps and lanes.

Section 2. Salary Schedules:

Subd. 1. Status of Salary Schedule: The salary schedule shall not be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor Agreement is executed.

Subd. 2. Withholding of Salary Increase: An individual teacher's advancement is subject to the right of the CSEC to withhold increments, lane changes, or other salary increases for just cause. An action withholding a salary increase shall be subject to the grievance procedure.

Section 3. Newly Hired Teachers: A newly hired teacher shall be placed on the salary compensation plan and schedule as agreed upon between the CSEC and the teacher. Any teacher hired between the beginning of the 2nd semester and the end of the school year would be eligible to advance to the next step at the start of the second semester of the following year, pursuant to this Master Agreement.

Section 4. Substitute Teachers: Casual substitute teachers who work less than thirty (30) days shall be paid the casual substitute daily rate of pay pursuant to CSEC policy. Long term substitute teachers who meet the definition of "public employee" under Minn. Stat. §179A.03, Subd. 14 shall be paid a minimum of the BA Step 1 pro rata hourly rate of pay and shall receive no other benefits under the Master Agreement.

Section 5. Full-time Teachers: A full-time teacher is a teacher who is contracted for .75 FTE or more during a contract year.

Section 6. Part-time Teachers: A part-time teacher is a teacher who is contracted for less than .75 FTE during a contract year.

Section 7. Pay Deduction: Whenever pay deduction is made for a teacher's absence, the deduction will be based on the teacher's pro-rated hourly rate.

Section 8. Advancement:

Subd.1. Lane Advancement for Degreed Teachers: Credits to be considered for application on lane advancement beyond the M.A. lane on the salary schedule must be germane, as determined by the CSEC, to the teaching assignment and must be graduate level courses, or be part of an approved graduate level program.

All graduate level courses and programs must be preapproved by the CSEC.

Applications for qualified lane changes shall be made to the Executive Director by submission of an official transcript by October 1 for credits completed by September 1, and February 15 for credits completed by February 1 of each year. Lane changes submitted by October 1 shall become effective for the first half of the school year-as determined by the number of teacher duty days in the calendar. Lane changes submitted by February 15 shall become effective for the second half of the school year.

Subd.2. Non-Degreed Teachers- Initial placement on salary schedule and Professional Growth Salary:

Initial placement upon hire: Initial lane placement of non-degreed teachers will be in the BA lane of the district's salary schedule. Initial step placement of non-degreed teachers will be determined by the district based on the individual teacher's relevant experience.

Professional Growth Salary: Professional growth salary compensation rewards non-degreed teachers for upgrading their skills and keeping current with license requirements. Professional growth salary is paid to non-degreed teachers who upgrade skills germane to the staff member's position. Cumulative salary increases under professional growth will be granted on a clock-hour basis for approved upgrading activities. The rate for these increases will be \$4.00/clock hour. A total of \$400 per person per year is allowable for the professional growth plan. Professional growth is accumulative up to a career maximum of \$4000.

Clock hours are determined on the following basis:

College courses will be credited at thirty (30) clock hours per quarter credit or forty-five (45) clock hours per semester credit up to \$400 maximum.

Workshops related to the subject matter taught will be credited as per clock hour values assigned at registration. Workshops not assigned clock hour values will be credited as per agreement between

the teacher and Professional Growth Committee with a recommended guideline of one (1) clock hour per hour of participation. A teacher must have a minimum of 20 hours participation in a year for workshops to be considered for professional growth credit. Activities such as club conferences/activities/advisor meetings, program advisory committee functions, professional meetings or membership on re-licensure committees do not qualify for professional growth credit.

Preapproved occupational experience will be credited one (1) clock hour for each hour of work up to a maximum of \$400. Activities must be related to changes in technology, provisions for additional competence in an area of weakness or new innovation in an occupation/education area. Major components of the experience must have not been repeated within the past five years.

Evidence of completion of professional growth activities for the previous 12 month period (September-August) must be submitted to the CSEC office by September 1 for professional growth salary additions to be applied to the current year's contract.

Any upgrading activity for which the CSEC provides reimbursement for costs/expenses, or which is taken on school time/comp time, shall not be eligible for this professional growth salary.

Existing professional growth salary currently paid to degreed and non-degreed teachers prior to ratification of the 2009-2011 Master Agreement will not be affected. Degreed teachers shall not be eligible for additional professional growth salary upon ratification of the 2009-2011 Master Agreement.

Section 9. Longevity Pay: Full-time teachers, employed by CSEC prior to 6/30/10, entering the 11th consecutive year of employment will receive a \$1,000 one time only stipend, payable in September of the 11th (eleventh) year of employment.

Section 10. Cumulative Longevity Pay: Full-time teachers entering the 16th consecutive year of employment will receive an additional \$1,500 on the salary schedule. Full-time teachers entering the 21st consecutive year of employment will receive an additional \$2,000 on the salary schedule. Full-time teachers entering the 25th consecutive year of employment will receive an additional \$1,000 on the salary schedule.

ARTICLE VII EXTRA COMPENSATION

Extra-Duty Schedule: The wages and salaries reflected in Schedule C, attached hereto, shall be effective only for the 2010 - 2011 school year.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the CSEC as provided by law.

Section 2. Group Health-Hospitalization-Dental Insurance: Effective 9/1/2010, the CSEC shall contribute an annual sum of \$7000 toward the premium for each full-time teacher employed by the CSEC who qualifies for and is enrolled in the CSEC's group health-hospitalization and/or dental plans . Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. Each teacher may choose from the plans offered by the CSEC. In the event that the teacher selects a group health-hospitalization and dental plan for which the annual premium is less than the CSEC's contribution, CSEC will deposit the difference between the Employer contribution and the amount of the annual premium into the teacher's health savings account or flex accounts up to IRS limits.

When a teacher and his/her spouse are both teachers employed by CSEC and they are both eligible to receive the \$7000.00 contribution toward group health-hospitalization and dental plan, they each are entitled to the full \$7000.00 contribution. In the event that the teachers select a group health-hospitalization and dental plan for which the annual premiums are less than the CSEC's contribution, CSEC will deposit the difference between the Employer contribution and the amount of the annual premium into the teachers' health savings account or flex accounts up to IRS limits.

Section 3. CSEC Contribution: Teachers who are .75 FTE or more per school year shall receive 100% of the CSEC contribution set forth in Section 2 above. Teachers who are contracted for less than .75 FTE per school year shall not receive a CSEC contribution and are eligible for participation in the group insurance benefits at the teacher's own expense subject to the terms of the insurance carrier.

Section 4. Single Coverage Required: All eligible teachers will be required to take single, single + 1, or family medical coverage under one of the CSEC's group health and hospitalization plans effective September 1, 2010.

Section 5. Eligibility: Eligibility for participation in the group health, medical, hospital and dental plans is subject to any limitations contained in the contract between the insurance carrier and the CSEC.

Section 6. Long-Term Disability Insurance: The CSEC shall provide a long-term disability insurance program for full-time teachers in the CSEC. The long term disability insurance will provide 2/3 (two-thirds) of the teacher's salary after the teacher has been absent for 60 days due to illness and/or disability.

Section 7. Life Insurance: The CSEC shall pay the cost of a \$50,000 group term life insurance policy for each full-time teacher.

Section 8. Duration of Insurance Contribution: A teacher is eligible for CSEC contribution as provided in this article as long as the teacher is employed by the CSEC, on paid status, and enrolled in the CSEC's group health and hospitalization insurance plan. Upon termination of employment, all CSEC contribution shall cease except that a teacher who has completed a full year shall be eligible for twelve (12) months of contribution.

Section 9. Claims Against the CSEC: The CSEC's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the CSEC as a result of a denial of insurance benefits by an insurance carrier. However, the aggregate value provided under Article VIII Group Insurance shall not be reduced unless CSEC and CSUE agree to a reduction in aggregate value, subject to all applicable laws.

Section 10. Insurance Committee: CSEC shall establish an advisory Insurance Committee, that, in part, will be composed of three (3) CSUE representatives designated by CSUE. The Insurance Committee shall work with the administrator responsible for employees insurance coverage to develop recommendations to the Governing Board for the specifications of the hospital and medical and dental insurance plans.

ARTICLE IX LEAVES OF ABSENCE

Section 1. General: All teacher absences, whether for illness or for a pre-arranged purpose (i.e. workshops, meetings, personal) must be reported on an Employee Absentee Request form. Failure to report the use of a personal day and/or sick day constitutes a fraudulent act and may result in disciplinary action.

Section 2. Sick Leave:

Subd. 1. Earning: Effective July 1, 2010, a full-time teacher shall earn ten (10) days of sick leave each year of employment by the CSEC. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year. Part time teachers who are .5 FTE or greater will earn sick leave under this provision on a pro rata basis.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of one hundred (120) days of sick leave per teacher. After sixty (60) days of continuous illness, the teacher will be entitled to apply for the CSEC's long-term disability plan. The teacher may use any accrued sick leave to apply to the difference between the teacher's long-term disability benefits and the teacher's normal rate of pay.

Subd. 3. Use: Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to the teacher's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Pursuant to MN Statute 181.9413, a teacher may use sick leave for absences due to an illness of or injury to the teacher's child for such reasonable periods as the teacher's attendance with the child may be necessary on the same terms that the teacher is able to use sick leave benefits for his/her own illness or injury. A teacher may use up to five (5) sick leave days for illnesses of other immediate family members, which are limited to: parent, spouse, and non-dependent children.

Subd. 4. Deduction: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the teacher.

Section 3. Personal Leave of Absence: Each full-time teacher will be allowed two (2) personal leave days that may be used throughout the contract year. Not more than three (3) teachers may be out on a personal leave of absence on the same day. A teacher must notify administration in writing three days prior to using the personal day of absence. Failure to get a three (3) day advance prior approval will result in the teacher not being able to use the personal day of absence at that time. Granting of the personal day of absence will be at the discretion of the building administration and/or CSEC. Any unused personal days of absence will accrue and be paid upon retirement, resigning or being placed on unrequested leave of absence from CSEC at the daily rate of pay.

Section 4. Bereavement: Up to five (5) days of bereavement leave per school year may be allowed for death in a full-time teacher's immediate family. The specific amount of leave allowed is subject to the discretion of the teacher's supervisor, depending on the circumstances. "Immediate family" is defined as the teacher's spouse, child, parent, brother, sister, grandparent, or grandchild, or legal guardian. Up to three (3) of the five (5) days of bereavement may be granted per school year for a full-time teacher with the advance written approval of the teacher's supervisor, for bereavement because of the death of the parent, grandparent, sister or brother of the teacher's spouse. One (1) day of the five (5) days of bereavement leave per school year may be granted for a full-time teacher, with the advance written approval of the supervisor, for bereavement because of the death of a significant other person not included in the above definition of immediate family. Bereavement leave of absence is not accumulative and no more than a total of five (5) days of bereavement leave may be used in any school year. In exceptional circumstances (e.g. more than one of a teacher's immediate family members dies in the same year) the Executive Director may grant bereavement leave in excess of 5 days which shall be deducted from the teacher's accumulated sick leave.

Section 5. Family and Medical Leave Act: In addition to other leaves and benefits provided for in this Master Agreement, teachers may take leaves mandated by state and federal laws, including the Family Medical Leave Act (FMLA). FMLA leaves shall run concurrently with any of the other leaves provided for in this Master Agreement. (Note: A copy of the United States Department of Labor's Notice to Employees of Rights Under the FMLA is available on the CSEC's website or by contacting the Human Resources Department.)

Section 6. Unpaid Child Care Leave:

Subd. 1. Use: A child care leave may be granted by the CSEC immediately after birth or adoption of the child, subject to the provisions of this section, to one (1) teacher-parent of a natural or adopted child, provided such teacher-parent is caring for the child on a full-time basis. In cases of adoption where extensive travel is necessary prior to custody of the child, the teacher may be granted reasonable unpaid personal leave of absence to conduct travel activities required to complete the adoption.

Subd. 2. Request: A teacher making application for child care leave shall inform the Executive Director in writing of the intention to take the leave as soon as possible but no later than 2 calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: A pregnant teacher will provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. Date of Leave: The CSEC may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered by the CSEC in the timing of a child care leave or the duration thereof.

Subd. 5. Duration: In making a determination concerning the commencement and duration of a child care leave, the Governing Board shall not, in any event, be required to:

- (a) Grant any leave for more than twelve (12) months in duration.
- (b) Permit the teacher to return to employment prior to the date designated in the request for child care leave.

Subd. 6. Reinstatement: A teacher returning from child care leave shall be reinstated in a position for which licensed and qualified unless previously discharged or placed on unrequested leave of absence.

Subd. 7. Failure to Return: Failure of a teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the CSEC and the teacher mutually agree in writing to an extension in the leave.

Subd. 8. Salary and Fringe Benefits: A teacher on unpaid child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provision but shall pay the entire premium for such benefits as the teacher wishes to retain. The right to continue to participate in such group insurance programs, however, will terminate if the teacher does not return to the CSEC pursuant to this Section except as provided by state and federal law.

Section 7. Unpaid Medical Leave:

Subd. 1. Eligibility: A continuing contract teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon written request, be granted a medical leave of absence, without pay, up to one year. The CSEC may, in its discretion, renew such a leave.

Subd. 2. Request: A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the teacher is expected to be able to assume normal responsibilities.

Section 8. Military Leave: Military leave shall be granted to all teachers pursuant to Minnesota Statute 192 and other applicable state and federal law. Teachers on military leave shall accrue seniority and step advancement during the period of leave and have the opportunity to continue to purchase life insurance at the employee's cost to the extent permitted and in accord with CSEC's insurance carrier and policies.

Section 9. Jury Duty Leave: A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or

loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the CSEC, less the mileage per diem and other expenses regulated by State guidelines. To qualify for this payment, the teacher must return to his/her regular duties the day following his or her dismissal from jury duty.

Section 10. General Unpaid Leaves of Absence: After three (3) years of continuous employment at the CSEC and after reaching continuing contract status, a teacher is eligible for up to one year of leave without pay. Request for leave must be submitted to the Governing Board for approval prior to April 1 of the year the leave takes effect, and must include reasons and the date of return. Each request for leave will be approved at the Board's discretion. Seniority will be given preference. Notification by the teacher of intent to return should be given by April 1 of the year returning. An extension to the leave time permitted under this section may be requested by a teacher and approval may be granted at the Governing Board's discretion.

Section 11. Insurance Coverage:

Subd. 1. Paid Leave of Absence: The CSEC will continue to make insurance contributions as provided herein for a teacher on paid leave from the CSEC, under section 1 of this Article or supplemented by sick leave pursuant to section 2, until the sick leave is exhausted. Thereafter, the teacher must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Subd. 2. Unpaid Leave of Absence: A teacher on unpaid leave is eligible to continue to participate in group insurance programs. The teacher shall pay the entire premium for such insurance, commencing with the beginning of the unpaid leave, and shall pay to the CSEC the monthly premium in advance, except as otherwise provided in this Article.

Section 12. Credit: No credit for pay purposes or other benefits shall accrue for the period of time that a teacher was on unpaid leave.

Section 13. Eligibility: Except where eligibility is otherwise dictated or established by state or federal law, the full leave benefits provided in this Article shall apply only to full-time teachers. Except where eligibility is otherwise dictated or established by state or federal law, part time teachers who are .5 FTE or greater will be entitled to the leave benefits under this Article on a pro rata basis.

ARTICLE X HOURS OF SERVICE

Section 1. Basic Day: The basic teacher's day, inclusive of a duty free lunch, shall be eight (8) hours a day.

Section 2. Building/Program Hours: The specific hours at any individual building or any program may vary according to the needs of the educational programs of the CSEC. The specific hours for each building and program will be designated by the CSEC.

Section 3. Additional Activities: In addition to the basic school day, teachers shall be required to reasonably participate in CSEC educational activities beyond the basic teacher's day to include professional duties such as Open Houses and Parent Teacher Conferences.

Section 4. Individual Assignments: The assignments of each teacher including, but not limited to, direct instruction and services, are at the discretion of the CSEC.

Section 5. Teacher Preparation Time: With the exception noted below for career-tech programs, full-time teachers will be provided preparation time in compliance with M.S. 122A.50:

- (a) 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 or two uninterrupted blocks during the student day. Exceptions to this may be made by mutual agreement between CSEC and the exclusive representative of the teachers.
- (b) Teachers in Career Technical Education (CTE) Programs shall receive preparation time during the student instructional day of an average of 250 minutes per five day week or pro rated for a week of less than five days.
- (c) Part-time teachers will receive a pro rata amount of teacher preparation time.

Section 6. Teachers Assigned to More Than One Building: Teachers shall be given a reasonable time for interschool travel within their duty day. Travel time will not coincide with the teacher's duty free lunch or preparation time. The rate of reimbursement for teachers whose regular teaching assignment require interschool travel within a duty day shall be at a rate uniformly established in accordance with appropriate IRS rules.

Section 7. Notification of Change in Assignment: CSEC will make its best effort to notify teachers of changes in their assignments prior to July 1; the CSEC retains the discretion to modify assignments as needed after July 1 and during the school year. The teacher may request a meeting with his/her supervisor to discuss the change prior to the beginning of the new assignment.

Section 8. Contract Teachers As Substitutes: Contract teachers assigned by CSEC to serve as occasional substitutes during their preparation period shall be compensated at the rate of \$20.00 per preparation period. Whenever possible, the immediate supervisor or building administrator, must be notified of and approve of the substitution in advance. If advance notice is not possible, the immediate supervisor or building administrator will be notified as soon as possible.

ARTICLE XI LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: Pursuant to Minnesota Statute 122A.40, the CSEC shall, prior to June 1 of each school year, establish the number of school days and teacher duty days for the 2009/2010 and 2010/2011 school years, and the teachers shall perform services on those days determined by the CSEC, including those legal holidays on which the CSEC is authorized to conduct school and pursuant to such authority, has determined to conduct school. The length of the school year shall consist of one hundred eighty five (185) days in the year for teachers including:

student days, orientation and workshop days, and in-service training days as determined by the District. CSEC shall provide the CSUE the opportunity to meet and confer on the calendar no less than 30 calendar days prior to the presentation of the calendar to the Governing Board. Teachers newly hired by CSEC may be required to report to work and/or attend additional training provided by CSEC for up to 3 additional days prior to the start of the school year. New teachers required to report to work pursuant to this requirement will not be compensated for the first additional day and will be compensated at the substitute rate of pay for any additional days thereafter.

Section 2. Emergency Closing: Each program should follow the lead of the school district they are located within. In the event a teacher duty day is lost due to an emergency school closing, the following procedure will be implemented:

- (a) Teachers are not required to report on emergency closing days;
- (b) Teachers will not be required to make up the first two emergency closings;
- (c) CSEC has the right to require teachers to make up emergency closing days beginning on the third closing day in a given school year. If a day is made up, CSEC will determine whether the day will be an instructional or non-instructional day;
- (d) If an emergency necessitates a late student start, teachers shall report at the teacher's regularly scheduled duty day or as soon as possible thereafter in accordance with the length of the time in delay. If an emergency necessitates an early student dismissal, teachers will be allowed to leave after the students have safely departed.

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of more than two emergency days, CSEC further reserves the right to modify the length of the school day or calendar as CSEC shall determine, provided that the total number of hours per week shall not exceed the hours worked during a regular five day week.

Subd. 2. Meet and Confer: CSUE shall be afforded an opportunity to meet and confer with CSEC prior to any changes in the calendar or length of the workday.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. Definitions and Interpretations:

Subd. 1. Grievance: A "grievance" shall mean a dispute or disagreement between the CSUE and the CSEC as to the interpretation or application of specific terms and conditions contained in this Master Agreement.

Subd. 2. Days: Any reference to days regarding time periods in this procedure shall refer to working days. A "working day" is defined as a teacher's duty day.

Subd. 3. Extension: Time limits specified in this Master Agreement may be extended by mutual written agreement.

Subd. 4. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 5. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 2. Time Limitations and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to the CSEC's designee in writing, signed by the grievant(s) or the exclusive representative, setting forth the facts and the specific provision(s) of the Master Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the CSEC's designee.

Section 3. Adjustment of Grievance: The CSEC and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the CSEC in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the immediate supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved at Level I, the decision rendered may be appealed to the Executive Director or the Executive Director's designee, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. Within fifteen (15) days after proper and timely service of the appeal, the Executive Director or the Executive Director's designee shall hear the grievance. Within ten (10) days after the meeting, the Executive Director or Executive Director's designee shall issue their decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved at Level II, the decision rendered may be appealed to the CSEC Board, provided such appeal is filed in writing within five (5) days after receipt of the Level II decision. If a grievance is properly appealed to the CSEC Board, it shall hear the grievance within fifteen (15) working days after receipt of the appeal. Within ten (10) working days after the meeting, the CSEC Board shall issue its decision in writing to the parties involved. At the option of the CSEC Board, a committee or representative(s) of the CSEC Board may be designated by the CSEC Board to hear the appeal at this level and report the findings and recommendations to the CSEC Board. The CSEC Board shall then render its decision.

Section 4. Denial of Grievance: Failure by the CSEC or its representative(s) to issue a decision within the time period provided herein shall constitute a denial of the grievance, and the teacher(s) or CSUE may appeal it to the next level.

Section 5. Level IV Arbitration Procedures: In the event that the teacher(s) or the CSUE and the CSEC are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved teacher(s) or by an authorized representative of CSUE, and such request must be filed in the office of the Executive Director within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions of this Master Agreement.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, one or both of the parties must request the Commissioner of the Bureau of Mediation Services to submit a panel of arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided herein shall constitute a waiver of the grievance.

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

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the parties' representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. When the parties agree regarding the need for a

transcript, they shall bear equally the expense of the same. Where there is no agreement regarding the necessity of a transcript, the requesting party shall bear the cost of the transcript. Other expenses, such as the arbitrator and any other services, on which the parties mutually agree are necessary for the conduct of the arbitration, shall be borne equally.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this Master Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the CSEC, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the CSEC to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 6. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Master Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the teacher shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Master Agreement or to enforce the award of an arbitrator.

ARTICLE XIII SENIORITY

Section 1. Preparation: The CSEC shall annually cause two seniority lists (by name, date of employment, license and FTE status) to be prepared from its records: one seniority list for continuing contract teachers hired under M.S. 122A.40 and one for adult basic education (ABE) teachers hired under M.S. 122A.26. It shall thereupon cause such lists to be posted in an official place in each school building of the CSEC and published electronically by January 15th. Probationary teachers hired under M.S. 122A.40 will not be placed on the continuing contract teacher seniority list until they achieve continuing contract status. Upon receiving continuing contract status said probationary teachers shall be placed on the seniority list based on their first date of service.

Section 2. Request for Change: Any teacher whose name appears on either list and who may disagree with the findings of the CSEC and the order of seniority in said list shall have twenty (20) working days from the date of posting to supply written documentation, proof, and request for seniority change to the CSEC, with copies provided to the CSUE President.

Section 3. Final List: Within ten (10) days thereafter, the CSEC shall investigate and evaluate any and all such written communications regarding the order of seniority contained in said lists and may make such changes the CSEC deems warranted. Final seniority lists shall thereupon be prepared by the CSEC. Each year thereafter, the CSEC shall cause such seniority lists to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, the cessation of services, or new employees. As per M.S. 122A.40 Subd.11, the yearly revised list for continuing contract teachers shall govern the application of unrequested leave of absence until thereafter revised.

Section 4. Seniority Lists: There shall be two (2) seniority lists of teachers. One for continuing contract teachers hired under M.S. 122A.40 and one for ABE teachers hired under M.S. 122A.26.

Subd.1. Continuing Contract Teachers hired under M.S. 122A.40: This seniority list will be comprised of all teachers who were hired and have continuing contract status under M.S. 122A.40. This list will include the teacher's name, date of employment, license(s) and FTE status. Teachers who were hired under M.S. 122A.40 shall not exercise bumping rights over ABE teachers hired under M.S. 122A.26.

Subd. 2. Adult Basic Education (ABE) Teachers hired under M.S. 122A.26: This seniority list will be comprised of all teachers who were hired under M.S. 122A.26. This list will include the teacher's name, date of employment, license(s) and FTE status. Teachers who were hired under M.S. 122A.26 shall not exercise bumping rights over teachers hired under M.S. 122A.40.

Layoff and Recall: ABE teachers shall be placed on layoff and recalled based on the educational needs of the program, with consideration given to the teacher's seniority.

Section 5. Dropping of Licenses: A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by initiating the dropping of the license in the subject matter in which the teacher was originally hired by the CSEC in order to acquire a different assignment. If a teacher initiates the dropping of the license which qualified the teacher for the teacher's initial assignment, the CSEC may place the teacher on unrequested leave of absence, and the teacher shall have no bumping rights or realignment rights in another licensure area during the school year following the school year in which the teacher dropped the license.

Section 6. Unrequested Leave of Absence Procedure: Any challenge by a teacher who is proposed for unrequested leave of absence or recall therefrom shall be subject to the hearing and review procedures as provided in Minn. Stat. 122A.40 Subd.11. and elsewhere under the law.

Section 7. Tie Breaking: Seniority shall be determined by the first day of service. If teachers have the same first day of service, the 1st tie-breaker will be the date the teacher signs his/her first contract with CSEC. The 2nd tie-breaker will be the date the teacher has on his/her Minnesota Teacher's License.

ARTICLE XIV SEVERANCE PAY

Section 1. General: Full-time teachers who were employed prior to FY 1989 and have completed at least fifteen (15) years of continuous service with the CSEC, and are at least *fifty-five (55)* years of age shall be eligible for retirement pay, upon retirement, which is effective at the end of the school year. Retirement Pay shall not be granted to any teacher who is discharged, terminated or placed on unrequested leave of absence pursuant to Minn. Stat. §122A.40. A teacher otherwise qualifying for retirement pay as set forth herein may receive retirement pay earned prior to placement on unrequested leave of absence at the time recall rights expire in the event the teacher is not recalled, or until the teacher resigns, whichever is sooner.

Section 2. Fifteen or More Years of Service: An eligible full-time teacher, upon early retirement, who is at least *fifty-five (55)* years of age and has fifteen (15) years of continuous service with CSEC, shall receive retirement pay of 50% of pay for their last year of service.

Section 3. Twenty or More Years of Service: An eligible full-time teacher, upon early retirement, who is at least *fifty-five (55)* years of age and has twenty (20) years of continuous service with CSEC shall receive retirement pay of 60% of pay for their last year of service.

Section 4. Rate of Pay: In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extra-curricular activities, extended employment or other extra compensation.

Section 5. Installments: Retirement pay shall be paid by CSEC in equal annual installments over a time period of five (5) years from the effective date of the retirement and shall not be granted to any teacher who is discharged by CSEC. If a teacher dies before all or a portion of the retirement pay has been disbursed, that balance due shall be paid to a named beneficiary or estate.

ARTICLE XV RETIREE INSURANCE

Section 1. General: Teachers who have retired with at least fifteen (15) years of continuous service with the CSEC and who have attained the age of fifty-five (55) may continue in the CSEC group health-hospitalization/group and dental plan coverage contingent upon carrier agreement until she/he reaches the age of eligibility for Medicare. Only those teachers who meet the above qualification shall be eligible for board contribution toward such insurance coverage.

Section 2. Contribution: The amount of such board contribution shall not exceed \$185.00 per month toward insurance premium and shall in no event continue beyond the retired teacher reaching eligibility for Medicare coverage. It is the responsibility of the teacher to make arrangements with the business office to pay to CSEC the monthly premiums in advance and on such date as determined by CSEC.

Section 3. Teachers Hired After June 30, 2010: Teachers employed by CSEC after June 30, 2010 shall not be eligible for CSEC health insurance contributions as described under Article XV, Sections 1 and 2.

ARTICLE XVI
403(b) MATCHING PROGRAM

Section 1. General: All full-time teachers beginning their fifth (5th) year of teaching with CSEC will be eligible to participate in the 403(b) matching program at the commencement of the school year.

Section 2. Eligibility: Tenured teachers who began their fifth (5th) year of teaching with CSEC prior to September 1st are eligible to participate in the matching program in addition to the severance program. Should these teachers participate in the CSEC 403(b) matching program and become eligible for severance pay the total matching contribution will be subtracted from the severance amount.

Section 3. Participation Deadline: Eligible teachers must use the 403(b) matching program selected by the district. Application for participation must be made by October 1st of the year the participant becomes eligible. Participation will continue at the same rate throughout the year. Eligible participants who decline participation in the 403(b) matching program when eligible, will not have an opportunity to apply until the next year's open enrollment period.

Section 4. FICA: CSEC will pay its matching share of FICA taxes as provided for the Minnesota Deferred Compensation legislation.

Section 5. Matching: CSEC will match eligible teacher contributions in the following amounts:

\$500.00 yearly for teachers entering the fifth (5th) year through completion of the tenth (10th) year of service in District 930.

\$1,000.00 yearly for teachers entering the eleventh (11th) year of service in District 930.

\$1,500.00 yearly for teachers entering the sixteenth (16th) year of service in District 930.

Section 6. Matching Eligibility: Teachers on unpaid General or Family Leaves may not participate in the CSEC 403(b) matching program while on leave.

Section 7. Applicable State and Federal Laws: The CSEC 403(b) Plan is subject to the rules of the State of Minnesota Deferred Compensation Program as entitled under MN State Statute 352.96 and IRS Code Section 457.

ARTICLE XVII DURATION

Section 1. General: This Master Agreement shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2011. If a new Master Agreement has not been duly entered into prior to June 30, 2011, this Master Agreement shall continue in full force and effect until a new Master Agreement is adopted, subject to Article VI, Section 2, Subd. 1 regarding status of the salary schedule.

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

Section 3. Finality: Any matters relating to the current Master Agreement term, whether or not referred to in this Master Agreement, shall not be open for negotiation during the term of this Master Agreement.

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

**Carver-Scott Educational Cooperative Salary Schedule
Schedule A 2009-2010**

Step-Lane	BA/ Non- degreed	BA+ 15 quarter credits/10 semester credits	BA + 30 quarter credits/20 semester credits	BA+ 45 quarter credits/30 semester credits	MA	MA+ 15 quarter credits/10 semester credits	MA+ 30 quarter credits/20 semester credits	MA+ 45 quarter credits/30 semester credits	Spec.	PhD
1	34620	35770	36920	38070	39220	40380	41540	42700	43860	45020
2	36020	37170	38320	39470	40620	41780	42940	44100	45260	46420
3	37420	38570	39720	40870	42020	43180	44340	45500	46660	47820
4	38820	39970	41120	42270	43420	44580	45740	46900	48060	49220
5	40220	41370	42520	43670	44820	45980	47140	48300	49460	50620
6	41620	42770	43920	45070	46220	47380	48540	49700	50860	52020
7	43020	44170	45320	46470	47620	48780	49940	51100	52260	53420
8	44420	45570	46720	47870	49020	50180	51340	52500	53660	54820
9	45820	46970	48120	49270	50420	51580	52740	53900	55060	56220
10	47220	48370	49520	50670	51820	52980	54140	55300	56460	57620
11	47220	49770	50920	52070	53220	54380	55540	56700	57860	59020
12	47220	49770	52320	53470	54620	55780	56940	58100	59260	60420
13	47220	49770	52320	54870	56020	57180	58340	59500	60660	61820
14	47220	49770	52320	54870	57420	58580	59740	60900	62060	63220
15	47220	49770	52320	54870	58820	59980	61140	62300	63460	64620
16	47220	49770	52320	54870	60220	61380	62540	63700	64860	66020

(Note: Teachers were not paid on Schedule A in 2009-2010)

**Carver-Scott Educational Cooperative Salary Schedule
Schedule B 2010-2011**

Step-Lane	BA/ Non- degreed	BA+ 15 quarter credits/10 semester credits	BA + 30 quarter credits/20 semester credits	BA+ 45 quarter credits/30 semester credits	MA	MA+ 15 quarter credits/10 semester credits	MA+ 30 quarter credits/20 semester credits	MA+ 45 quarter credits/30 semester credits	Spec.	PhD
1	34620	35770	36920	38070	39220	40380	41540	42700	43860	45020
2	36020	37170	38320	39470	40620	41780	42940	44100	45260	46420
3	37420	38570	39720	40870	42020	43180	44340	45500	46660	47820
4	38820	39970	41120	42270	43420	44580	45740	46900	48060	49220
5	40220	41370	42520	43670	44820	45980	47140	48300	49460	50620
6	41620	42770	43920	45070	46220	47380	48540	49700	50860	52020
7	43020	44170	45320	46470	47620	48780	49940	51100	52260	53420
8	44420	45570	46720	47870	49020	50180	51340	52500	53660	54820
9	45820	46970	48120	49270	50420	51580	52740	53900	55060	56220
10	47220	48370	49520	50670	51820	52980	54140	55300	56460	57620
11	47220	49770	50920	52070	53220	54380	55540	56700	57860	59020
12	47220	49770	52320	53470	54620	55780	56940	58100	59260	60420
13	47220	49770	52320	54870	56020	57180	58340	59500	60660	61820
14	47220	49770	52320	54870	57420	58580	59740	60900	62060	63220
15	47220	49770	52320	54870	58820	59980	61140	62300	63460	64620
16	47220	49770	52320	54870	60220	61380	62540	63700	64860	66020

Carver-Scott Educational Cooperative Salary Schedule Salary Schedule C

Summer School teachers shall be paid at the following hourly rate:

Step 1	\$24.35
Step 2	\$25.28
Step 3	\$26.23
Step 4	\$27.18

Note: Only teachers assigned to work in the summer providing services to students pursuant to a student's IEP or serving students at a Care and Treatment facility will be paid their per diem rate.

Extended Day teachers shall be paid at the following hourly rates:

Step 1	\$21.70
Step 2	\$22.45
Step 3	\$23.20
Step 4	\$23.95
Step 5	\$24.70
Step 6	\$25.45
Step 7	\$26.20

Additional Assignments: Teachers who supervise school board approved student clubs (presently Skills USA, FFA, MAAP Stars) and/or are assigned additional assignments shall be eligible to receive additional compensation for supervision of those activities according to the following schedule:

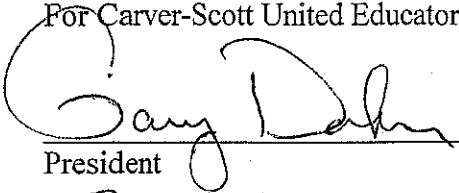
Lead Teacher Advisor	\$1000/year
State Teacher Advisor	\$500/year
Local Teacher Advisor	\$250/year
Department Head	\$1400/year

Teachers paid for such clubs shall not be eligible for additional compensation or compensatory time for on-campus or off-campus activities associated with such activities.

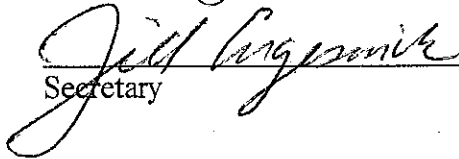
Schedule C assignments are not considered part of a teacher's continuing contract.

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

For Carver-Scott United Educators



President



Secretary

Dated this 26th day of August,
2010

For the Carver-Scott Educational Cooperative



Chairperson



Clerk

Dated this 26th day of August,
2010

**Carver-Scott Educational Cooperative
MEMORANDUM OF UNDERSTANDING**

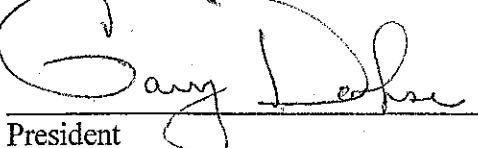
Initial placement on Salary Schedule B

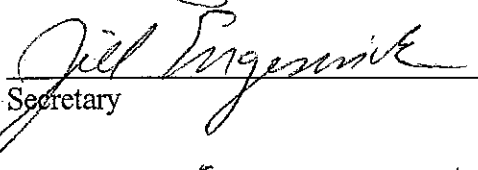
Effective upon the date of final ratification by both CSEC and CSUE of the 2009-2011 Master Agreement, each teacher shall be placed on Salary Schedule B at the appropriate lane (based on documentation of educational credits and degrees as provided to Human Resources by the teacher) and in the step which is closest to the dollar amount of their current annual salary based on 185 days for 2009-10 prior to settlement (including base salary, extended degree(s), professional growth for degreed and non-degreed teachers and longevity for 11th year), and is not lower than their current annual salary. If the actual 2009-10 salary is less than the cell placement amount, the teacher will receive the additional salary, as set forth in Schedule B. If the lane and step placement falls into the shaded areas of the BA, BA15/10, BA30/20 or BA45/30, the teacher shall be placed at his/her appropriate step based on their current step and placed on their appropriate lane based on their current education. In the event the top step in the appropriate lane is less than the teacher's current salary, the teacher will be placed at the top step and will be paid at his/her current salary until the top step increases beyond the teacher's current salary. Longevity payments for 16th, 21st, and 25th years will be paid in addition to the teacher's current annual salary.

Initial placement of all teachers on the salary schedule pursuant to the above shall be effective upon ratification of the 2009-11 contract by CSEC and CSUE, and there shall be no retroactive salary nor step advancement for the 2009-2011 contract.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as follows:

For Carver-Scott United Educators


President


Secretary

Dated this 20 day of August,
2010

For the Carver-Scott Educational Cooperative


Chairperson


Clerk

Dated this 26th day of August,
2010