

MASTER AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 877

and

**EDUCATION MINNESOTA - BUFFALO
Ed MN, AFT, NEA, AFL-CIO Local 1908**

effective

July 1, 2017, through June 30, 2019

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MASTER AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 877

2017-18 & 2018-19

ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT entered into between Independent School District No. 877, Buffalo, Minnesota, hereinafter referred to as the School District or District, and Ed. MN-Buffalo, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the School District currently recognizes Ed. MN-Buffalo as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of the District as defined in this Agreement and in said Act.

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 School District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the School District's personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. The term in both cases is subject to the provisions of P.E.L.R.A.

Section 2. Teacher: The term *teacher* shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State Board of Teaching, but shall not include superintendent, assistant superintendent, 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. Ed. MN-Buffalo: For the purposes of this Agreement, the term *Ed. MN-Buffalo* shall be deemed to mean the exclusive representative.

Section 4. Days: The word *days* is utilized throughout the Agreement. In most cases *days* refers to contractual or working days. However, *calendar days* is also utilized. Calendar days designate consecutive days in the annual contract. Generally, the word *day* is preceded by *contractual* or *calendar* when pertinent.

Section 5. School District: The term *School Board* or the term *District* means the School Board or its authorized representative.

Section 6. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV SCHOOL DISTRICT RIGHTS

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

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and reasonable non-teaching (e.g. attendance at open houses) services prescribed by the School Board and shall be governed by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

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

ARTICLE V TEACHER RIGHTS

Section 1. Right to Views: Nothing contained in this 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 if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: 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.

Section 3. Request for Dues Check Off: Teachers shall be allowed dues check off for the teacher organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization during the time that it has lost its rights to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, on or before September 26th, the School District will deduct from the teacher's beginning paycheck, with the October 30th check and continuing for fourteen (14) subsequent checks (total of fifteen (15), that proportion of the annual dues which applies to the teacher organization during the period provided in said authorization. In the event a teacher is initially employed after September 26th, the School District will deduct the appropriate dues amount in a manner determined by mutual agreement between Ed. MN-Buffalo and the District's Business Office. The School District will remit all collected dues to the appropriate local teacher organization.

Section 4. Residual Rights: All teachers who participate in the production of tapes, publications, or other produced educational material shall retain residual rights mutually agreed upon should they be copyrighted or sold by the District or teacher. In the event students are used or participate in any way, prior written approval must be obtained from both the parents and the Superintendent.

Section 5. Personnel Files:

Subd. 1. File Review: Each teacher shall have the right, upon written request, to review the content of his/her own personnel file within two contractual days following said request. A representative of the teacher's choice may, at the teacher's written request, accompany the teacher in this review. A copy of any discipline, material detrimental to the teacher, or formal evaluation, including a formal evaluation from cooperative education groups in which the District participates, will be given to the teacher at the time such material is placed in the teacher's file. A teacher shall have the right to reproduce any of the contents of his/her file at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. The school may destroy such files as provided by law.

Subd. 2. Written Statement: A teacher may be permitted to enter a statement in his/her file relative to a grievance in which he/she was a party. The master file on each teacher shall be maintained in the Superintendent's office.

Subd. 3. Grievance Information: Official grievances filed by any teacher under the grievance procedure shall not be placed in the personnel file of that teacher.

Section 6. Notification of Teaching Staff Openings: All District non-temporary teaching staff openings shall be made known to eligible teachers.

Subd. 1. Vacancy Notices: As soon as known, the District shall post all non-temporary teaching staff openings as a district e-mail to staff and on the District's website.

Subd. 2. Voluntary Transfers: Teachers seeking transfer must be fully qualified for said opening and must submit a transfer request form within five (5) contractual days of posting. Effective the first Monday in August until the first teacher contract day, a transfer request form must be submitted within three (3) contractual days of the posting.

ARTICLE VI UNREQUESTED LEAVE OF ABSENCE

Section 1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10, which policy, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

Section 2. Definitions:

Subd. 1. Terms: For purposes of this article the terms defined shall have the meanings respectively ascribed to them.

Subd. 2. Teacher: *Teacher* means any member of the appropriate unit as defined in the Agreement who holds a license from the State Board of Teaching and who is a non-probationary teacher as defined in M.S. 122A.40 (Employment Contracts: Terms and Conditions).

Subd. 3. Qualified: *Qualified* shall mean a teacher who, in addition to the state license, has taught in the School District within the past ten years in an assignment requiring the specific license supporting the teacher's seniority claim.

Subd. 4. Days: *Days* shall mean calendar days.

Subd. 5. Full-time Seniority: *Seniority* means full-time, continuing contract, qualified teachers commencing with the first day of actual service in the School District, including teachers on approved leaves of absence, and shall exclude probationary teachers, and those teachers who are acting incumbents for teachers on authorized military or other leaves of absence. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40 but whose employment was subsequently reinstated by action of the School Board and the teacher, without interruption of regular service, shall retain his/her original seniority date.

Subd. 6. Part-time Seniority: Part-time teachers who spend less than the basic school day employed in the District shall be placed on a separate seniority list for the above categories and shall not be able to displace less senior, full-time teachers or claim vacant full-time positions. Part-time teachers that have at one time been employed by the School District as full-time continuing contract teachers shall, however, be permitted to claim a vacant full-time position for which they are licensed. Part-time teachers teaching less than an average of 14 hours per week shall not have the protection of this unrequested leave Article unless such part-time teachers have previously taught more than an average of 14 hours a week, and, in that event, such teachers will continue to accrue seniority on a pro-rata basis.

Subd. 7. Seniority Transfer: The seniority date shall be transferred between full and part-time lists whenever the employee's classification is changed.

Short-term and long-term substitutes do not earn seniority.

Subd. 8. School Board: *School Board* means a local governing board of the School District and its executive officers.

Subd. 9. Teacher License: In any year in which a reduction of teaching staff is occurring, and the School District is placing teachers on unrequested leave of absence, only those certificates or licenses actually received by the Superintendent's office for filing as of February 1st of such year shall be considered for purposes of determining lay-off within areas of certification for the following school year. A certificate filed after February 1st shall be considered for purposes of recall, but not the current reduction.

Subd. 10. Hourly Teacher Seniority: *Hourly Teacher* is a less-than-full-time teacher who is employed as an hourly employee and shall be placed on a separate seniority list, and shall not be able to displace less senior full-time teachers or claim vacant full-time positions.

Section 3. Unrequested Leave of Absence:

Subd. 1. Terms: The School Board may place on unrequested leave of absence without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five (5) calendar years, after which the right to reinstatement shall terminate. In addition, the teacher's right to reinstatement also shall terminate if the teacher fails to file with the School District by April 1st of each year a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School Board.

Subd. 2. Identification: Only those teachers who are currently teaching in the subject matter or field in which a position is being reduced or eliminated or who have less seniority in another subject matter or field after the least senior teacher in the reduced or eliminated position has exercised his/her qualification shall be placed on unrequested leave of absence.

Subd. 3. Notification Timeline: Teachers placed on such leave shall receive notice by July 1st of the school year prior to the commencement of such leave with reasons thereof. A hearing will be provided as set forth in M.S. 122A.40, Subd. 14, if a written request for a hearing is received by the School Board within fourteen (14) calendar days after the teacher received notice of placement on unrequested leave of absence.

Subd. 4. Placement: Teachers shall be placed on unrequested leave in inverse order of seniority in the field and subject matter currently employed or taught within the past ten years. Such teachers shall not be permitted to apply or exercise their seniority in any other subject matter or field than the one in which they are currently employed or have taught within the past ten years. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same field and subject matter employed.

Subd. 5. Tie Breaker: In the event of a staff reduction in which action affects teachers whose first date of employment commenced on the same date and who have equal seniority, the selection of the teacher for purposes of continued employment shall be in order of the following criteria:

1. The date of first School Board action on which the first individual teaching contract is signed by the teacher;
2. The lowest number on the teaching certificate.

Subd. 6. Conditions While on ULA: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation, and such leave will not result in a loss of credit for years of service in the District earned prior to the commencement of such leave.

Section 4. Reinstatement:

Subd. 1. Reinstatement: No new teacher shall be employed by the School District while any teacher is on unrequested leave of absence who is qualified for the vacant position. Teachers placed on unrequested leave of absence shall be reinstated to the position for which they are qualified. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

Subd. 2. Notification Address: When placed on unrequested leave, a teacher shall file his/her name and address with the School District human resources office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person depositing in the mail such notice to the teacher at the last known address shall be sufficient, and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein.

Subd. 3. Notification Requirements: If a position as provided in Subd., 1, above, becomes available for a teacher on unrequested leave, the School District shall notify such teacher by certified mail, who shall have 15 calendar days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the School District within such 15 calendar day period, it shall constitute a waiver on the part of any teacher to any further rights of employment or reinstatement, and said teacher shall forfeit any further reinstatement or employment rights. The School District shall, simultaneously with the mailed notification, attempt to contact the teacher by telephone, an additional effort to be sure the teacher is aware of a possible reinstatement. A teacher on the unrequested leave list who had been teaching full-time need not accept the District's offer of a less-than-full-time position. In the event the teacher declines a less-than-full-time position, he or she will maintain the same position on the unrequested leave list. A teacher on the unrequested leave list who had been teaching part-time need not accept the District's offer of a part-time position involving less work. In the event the teacher declines such a position, he or she will maintain the same position on the unrequested leave list.

Subd. 4. Time Period: For teachers placed on unrequested leave, reinstatement rights shall automatically cease five (5) years from the date of placement on unrequested leave.

Section 5. Establishment of Seniority List:

Subd. 1. Posting: On or before November 1st, the Superintendent shall cause a seniority list (by name, date of employment, license, qualification, and subject matter or field) to be prepared from his/her records. He/she shall thereupon post such list in an official place in each schoolhouse of the District.

Subd. 2. Corrections: Any person whose name appears on such list and who may disagree with the findings of the Superintendent and the order of seniority in said list shall have 20 calendar days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent. Any person who fails to supply such documentation within said 20 calendar-day period acquiesces to the seniority list.

Subd. 3. Challenge: Within 10 calendar days thereafter, the Superintendent's designee shall evaluate any and all such written communication regarding the order of seniority contained in said list and make such changes as the Superintendent's designee deems warranted. The final seniority list shall thereupon be approved by the School Board at its first regular meeting thereafter or 10 calendar days, whichever is longer. The teacher may appeal placement on the final seniority list by filing a request for arbitration, in writing, with the Superintendent's designee within 5 calendar days of the School Board's action. The appeal shall be heard by an impartial arbitrator selected through the procedures promulgated by Bureau of Mediation Services (B.M.S.). The decision of the arbitrator shall be final and binding. The cost of the arbitrator shall be paid equally by the parties. Each year thereafter, the Superintendent shall cause such seniority list to be updated to reflect any addition or deletion of personnel. Such yearly list shall govern the application of the unrequested leave of absence procedure until thereafter revised.

Section 6. Assignment Right: The School District retains the right to assign teachers to positions for which they are licensed. The School District shall not be required to transfer a more senior teacher to a different assignment in order to accommodate the seniority claim of a teacher proposed for unrequested leave of absence or possessing rights to recall.

Section 7. Effect: This article shall be effective July, 1981, and shall be governed by its duration clause. Members of the teachers' bargaining unit may not displace junior teachers required to hold a license by the State Board of Teaching who are not members of the teachers' bargaining unit.

ARTICLE VII SALARIES

Section 1. 2017-2018 Salary Schedule A: The salaries listed in Schedule A, attached hereto, shall be a part of the Agreement for the 2017-18 school year.

Section 2. 2018-19 Salary Schedule B: The salaries listed in Schedule B, attached hereto, shall be a part of the Agreement for the 2018-19 school year.

Section 3. Status of the Salary Schedule: The teacher's salary for a school year is part of a teacher's continuing contract. The salary schedule or rules contained herein relating to movement or placement on the salary schedule shall not deprive any teacher of the qualified salary already recognized and actually being paid. The salary schedules are not part of a teacher's continuing contract, and in the event a successor Agreement is not entered into prior to the expiration date of this Agreement, teachers shall be compensated according to the previous year's compensation until such time as a successor Agreement is executed. The School District may, for good and sufficient reasons, withhold increment advancement, lane changes, or any other salary increase in individual cases, only after the following procedures have been followed.

Section 4. Procedures for Withholding Salary Increases: Before a teacher is denied a salary increase:

Subd. 1. Required Observations: An administrator shall have observed the teacher's classroom performance at least twice if the denial of salary increase is due to classroom performance.

Subd. 2. Written Notification: The teacher shall be notified in writing that his/her performance is considered to be unsatisfactory and that the District is considering withholding a salary increase.

Subd. 3. First Conference: A conference will be held between the teacher and at least one School District administrator who observed the teacher to develop corrective measures and goals so that satisfactory performance or behavior can be achieved. The teacher may elect to have a colleague present at the conference.

Subd. 4. Second Conference: A second conference, no sooner than 20 calendar days after the initial conference, will be held between the parties to evaluate the teacher's performance or behavior based upon the previously identified corrective measures and goals.

Subd. 5. Superintendent Notification: After the second conference, if the teacher has not achieved satisfactory performance or behavior, then the supervising principal will advise the Superintendent as to the status of the case.

Subd. 6. Superintendent Recommendation: The Superintendent will make the final recommendation for the withholding of a salary increase.

Section 5. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to teaching assignment. A prior approval form must be submitted to the District Human Resources Director prior to initiating course work. The approval must be obtained in writing before any credits will be accepted for lane change.

Subd. 2. Earned Credits: In order for consideration for advancement on the salary schedule, course work must be taken from an accredited college or university. Such course work may be taken in a method offered by the accredited college or university.

Subd. 3. Effective Date: Individual contracts will be modified to reflect qualified lane changes twice every year effective the first day of workshop and the first February pay period. Teachers must submit proof of credits and a lane change request form by the first day of workshop to qualify for a September lane change. Any teacher who applies for a lane change at the February date must submit proof of credits and a lane change request form by January 1st.

Subd. 4. Advanced Degree Program: A teacher shall be paid on the masters degree lane or higher degree lane only if the degree program is germane to the teaching assignment as approved in writing by the District Human Resources Director.

Subd. 5. Required Courses: College or college equivalent courses required by the State or School District that are fully paid for by the teacher shall be applicable to lane change, excluding courses for extracurricular or additional assignments.

Section 6. Salary Payments: Teacher's salary payments shall be automatically deposited into the account of the teacher's choice semi-monthly on the 15th and 30th of each month. Should the 15th or 30th fall on a weekend, efforts shall be made to pay salaries on the preceding Friday.

Subd. 1. Payment: Effective July 1, 2007, all teachers shall be paid on a 12 month (24 pay periods) basis. Teachers will receive their first check on August 30th. The final payment on June 15th includes payments for June, July and the first August payment.

Subd. 2. First Pay Date: Teacher salary checks will be paid semi-monthly commencing on August 30th.

Subd. 3. New Teachers: If individual teaching contracts are signed less than ten calendar days before the first pay period, new teachers will be paid on the subsequent pay period.

Section 7. Extra-Duty Payments: Teachers involved in extra duty assignments as set forth in Appendixes C through E, which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement. Payment may be spread over the duration of the activity or paid in lump sum at the conclusion of the assigned activity, as the teacher requests in writing. Teachers will be paid at the conclusion of the activity unless otherwise indicated to the District Business Office.

Section 8. Deductions: All deductions for partial absences will be made on the basis of 1/186 of salary per contractual day. Probationary teachers will be deducted for partial absences based on 1/194 or 1/191 of salary per contractual day as specified in ARTICLE XI, Section 1. Deductions for partial absences will be on a prorated basis.

Section 9. Advances on Salary Schedule:

Subd. 1. Lane Change: Teachers moving to a new lane on the salary schedule shall move to the equivalent step on their new lane and will not receive a step increment until the opening of school in the fall following the lane change.

Subd. 2. Credits for Lane Change: Teachers moving horizontally on the salary schedule shall have a minimum of 2/3's graduate credits and/or 1/3 undergraduate credits in his/her teaching area. The District Human Resources Director may, at his/her discretion, allow more than 1/3 undergraduate credits for special circumstances. When a block of credits is submitted for lane change, these credits must be "B" or better. If a course is offered for grade or "Pass/Fail" or "Satisfactory/Unsatisfactory", the course must be taken for grade. A teacher may take one (1) course per block of fifteen (15) credits for lane change that is offered only as "Pass/Fail" or "Satisfactory/Unsatisfactory". If the teacher takes such course, the grade must be "Pass/Satisfactory" for purposes of advancement on the salary schedule.

Subd. 3. The BA+15, BA+30, BA+45, MA or BA+60, MA+15, MA+30, MA+45 Salary Brackets: These brackets on the salary schedule apply only to teachers whose salaries are computed on the basic salary schedule. Credits shall be earned since the bachelor's or master's degree was acquired.

Subd. 4. Credit Limitation: While actively teaching for the School District during the regular school year, a teacher may receive credit on the salary schedule for no more than six credits per university/college semester. The District Human Resources Director may, at his/her discretion, allow more credits for special circumstances. There is no limitation to the number of credits earned during vacation periods.

Subd. 5. Staff Development: The School District wishes to participate with its teachers in a program to promote staff development. The School District will reimburse teachers on the MA+45 lane for tuition and book expenses incurred in taking any courses offered by an accredited college or university outside the geographic boundaries of the School District. A maximum of up to 3 (three) credits may be approved per year. Such credits must have prior written approval of the District Human Resources Director, and must be directly relevant to teaching. The District Human Resources Director's decision in this regard shall be final and not subject to the grievance procedure.

Section 10. Definition of a School Year as it Relates to Vertical Movement on the Salary Schedule: Generally speaking, this Agreement refers to a year of service or experience. An exception to a full year of service or experience could be related to vertical movement on the schedule. A teacher shall receive a year's credit on the salary schedule if he/she completed 100 contractual days or more or a full semester of service in the school year.

Section 11. Substitute Teachers: Substitute teachers shall be compensated pursuant to School District policy.

Section 12. Retirement and Severance Pay:

Subd. 1. Eligibility: Any full-time teacher who has completed at least twelve (12) years of teaching service with the District, and retires under provisions of T.R.A., shall be eligible for payment upon submission of a written resignation accepted by the School Board as outlined below:

For teachers hired on or after 7/1/2009	
12 th - 20 th step of salary schedule	40% of salary,
21 st - 25 th step of salary schedule	43% of salary,
26 th + step of salary schedule	48% of salary.
For teachers hired prior to 7/1/2009	
11 th -19 th step of salary schedule	40% of salary,
20 th -24 th step of salary schedule	43% of salary,
25 th +step of salary schedule	48% of salary.

There is a cap of \$31,000 in 2017-18 and \$31,000 in 2018-19.

In the year of retirement, a teacher shall receive credit for the step on the salary schedule if the teacher has completed 100 contractual days or more or a full semester of service in the school year.

Subd. 2. Full-time Service: This article shall apply only to teachers whose service has been full-time, as defined by the existing Agreement. One year of service shall be defined according to ARTICLE VII, Section 10.

Subd. 3. Payments: Severance shall be paid in two (2) equal payments over a two (2) year period into the qualified plan in accordance with the provisions of M.S. 356.24 and any amendments thereto. The first payment shall be paid on the January 15th following retirement. The second payment shall be paid on January 15th of the next calendar year. Seventy-five (75) percent of each payment shall be contributed into the district sponsored Health Reimbursement Arrangement, (HRA) on behalf of the qualifying participant and twenty-five (25) percent of the contribution shall be contributed into the district sponsored Special Pay Deferral plan on behalf of the qualifying participant. Retired qualifying teachers will not be entitled to receive any severance contributions in the form of taxable cash compensation.

Subd. 4. Ineligibility: Severance will not be paid to any teacher whose employment relationship with the District is terminated pursuant to the provisions of M.S. 122A.40.

Subd. 5. Health and Life Insurance Contributions: Teachers who qualify for retirement and who have been members of the group health and hospitalization insurance program and the group life insurance program for at least the last five years of employment shall be eligible to remain in the existing group health and hospitalization insurance program and the group life insurance program. The School District shall contribute a fixed dollar amount after retirement toward the cost of the teacher's group health and hospitalization and the group life insurance program. The contribution shall be calculated as follows:

More than 29 years of service:	100% of the current District contribution in effect on the June 30 th following the teacher's retirement;
20-29 years of service:	75% of the current District contribution in effect on the June 30 th following the teacher's retirement;
12-19 years of service:	25% of the current District contribution in effect on the June 30 th following the teacher's retirement;
Less than 12 years of service	No contribution.

In the year of retirement, a teacher shall receive credit for one (1) year of service if the teacher has completed 100 contractual days or more or a full semester of service in the school year.

This fixed figure will be paid up to a maximum of 108 months or until the teacher is eligible for Medicare, whichever comes first, or until the teacher is re-employed in education. Upon expiration of the 108 months or in the month he/she is eligible for Medicare, whichever comes first, the cost of health insurance shall be borne by the retired employee. A retired employee must fully participate in Medicare at the eligible age as dictated by federal law, but may continue health insurance in the District's group plans to the extent provided by applicable law.

Employees who retire and do not meet the severance eligibility outlined in Section 12. and are enrolled in the district group health and hospitalization plan prior to retirement may elect to continue participation in the plan, at the employee's expense, until the employee reaches the age of Medicare eligibility if they are receiving a disability benefit or an annuity from a MN public pension plan as outlined in Minnesota Statute § 471.61.

Subd. 6. Insurance Benefits for Teachers Hired After July 1, 2012: The provisions of Section 12. Subd. 3., and Subd. 5., as it relates to group health and hospitalization insurance, shall not be applicable to teachers hired on or after July 1, 2012. Teachers hired on or after July 1, 2012, will receive a lump sum contribution of \$5,000 into the District sponsored Health Reimbursement Arrangement (HRA) the January 15th following the teacher's hire date. Additionally, the district shall make annual contributions of \$1,000 after years 1-10, \$3,000 after years 11-14, and \$4,500 after year 15 for a maximum of fifteen (15) years into the District sponsored Health Reimbursement Arrangement, (HRA), for the purpose of health related premiums upon retirement from the district. One year of service shall be defined according to ARTICLE VII, Section 10. The annual district contribution will be paid on July 15th following the end of each contract year and will be pro-rated based on the months of actual service if service is less than a full year. The total district contribution including the lump sum payment upon hire and annual contributions shall not exceed \$31,500.

These District contributions will be fully vested upon the completion of fifteen (15) years of service as a licensed teacher in the District and the teacher must be eligible for retirement under provisions of T.R.A. Should a teacher not meet the vesting schedule requirements, any District contributions and any interest accrued will remain with the District.

Subd. 7. Dental Insurance Continuation: Employees who are enrolled in the dental insurance plan prior to retirement may elect to continue participation in the plan, at the employee's expense, until the employee reaches the age of Medicare eligibility if they are receiving a disability benefit or an annuity from a MN public pension plan as outlined in Minnesota Statute § 471.61.

Subd. 8. Letter of Intent and Final Notification: Letters of intent for retirement must be submitted on or before February 1st of the duty year at the end of which the teacher wishes to retire. A final retirement letter must be submitted on or before April 1st.

Teachers wishing to retire during the school year must submit their letter of intent on or before July 1st of the preceding year. The application for retirement benefits must be submitted at least three (3) months before the intended retirement date. The District may adjust the actual retirement date to coincide with a natural break in the school year.

The School District may grant retirement benefits in the case of special legislation, grants, or other special circumstances where the retiree could not meet the notification deadlines.

Subd. 9. Application and Reimbursement: After School Board approval, the teacher will receive a “Severance Pay Worksheet” from the District Business Office. The employee shall sign and return the worksheet within fifteen (15) days.

Section 13. Matching 403(b)/457 Contribution: Effective July 1, 2012, a matching 403(b)/457 program will be available according to the following:

Subd. 1. Eligibility: The matching 403(b)/457 contribution is available to all full-time teachers according to the schedule below. Part-time teachers shall not be eligible for participation in the program. One year of service shall be defined according to ARTICLE VII, Section 10.

<u>Completion of Continuous Yrs of Service</u>	<u>District Yearly Match</u>	<u>District Yearly Match</u>
	<u>2017-18</u>	<u>2018-19</u>
5-9	Up to \$250	Up to \$250
10-14	Up to \$600	Up to \$600
15-19	Up to \$850	Up to \$850
20 and above	Up to \$1,225	Up to \$1,225

Subd. 2. Election Period: An eligible teacher has authorized the payment, through payroll deduction, of a dollar amount to be deposited into the 403(b)457 plan selected from the available investment options. The amount withheld shall be deducted in equal amounts from each paycheck throughout the year.

Initial participation in the 403(b)/457 deferred compensation plan must be authorized in writing by the teacher no later than September 15th of the school year. This written authorization must specify the dollar amount to be withheld and the investment option(s) selected. Such participation shall continue year to year at the specified amount unless the teacher notifies the School District to the contrary. Modification to an individual’s contribution must be submitted to the School District by June 1st preceding the effective date of change August 30th.

Subd. 3. Teachers Hired On or After July 1, 2012: The District will make contributions into the 403(b)457 Deferred Compensation plan of each eligible teacher based on the criteria and in the amounts established in this Section effective July 1, 2012. Employees hired on or after July 1, 2012, are not eligible for severance payment under ARTICLE VII, Section 12.

Subd. 4. Teachers Hired Before July 1, 2012: Any eligible teacher for severance pay under Article VII, Section 12 of this master agreement will continue to be eligible to receive severance pay as set forth therein. Such teachers may also participate in the School District’s matching 403(b)/457 plan. If they choose to participate, the match will be based on the criteria and the amounts established in ARTICLE VII, SECTION 13, Subd.1. The total contribution of severance pay (Article VII, Section 12) plus the matching School District contribution shall not exceed the severance value from Article VII, Section 12. Upon a teacher’s retirement, the total of the School district’s matching contribution to a teacher’s matching 403(b)457 account shall be deducted from any severance under Article VII, Section 12 of the master agreement. The sum of district 403(b)/457 contributions shall not exceed \$18,500.

Subd. 5. Maximum District Contribution: The maximum lifetime 403(b)/457 contributions shall not exceed \$18,500 for any teacher.

Subd. 6. Approved Plan: Participating teachers must chose their investment option(s) from among the offerings of vendors mutually agreed upon by the Exclusive Representative and the School Board.

Subd. 7. Leave of Absence: Teachers on an unpaid year’s leave shall not be eligible for the district contribution while on leave.

Section 14. Career Incentive Pay:

Subd. 1. CQEP Goals and Criteria: The “Career Quality Earnings Program” (CQEP) previously established by Ed. MN-Buffalo and the School District shall continue in full force and effect. A committee with equal representation appointed by Ed. MN-Buffalo and the District shall meet yearly to review and possibly modify the established goals and criteria of the CQEP.

Subd 2. Compensation: Teachers moving to a step increment beginning at Step 15 will receive a yearly career quality increment based on the following scale and subject to the provisions of this section:

Step	2017-18	2018-19
Step 15 –19	\$3,019	\$3,049
Step 20 - 24	\$4,967	\$5,017
Step 25 - 29	\$6,672	\$6,739
Step 30+	\$8,378	\$8,462

Subd. 3. CQEP Modifications: Representatives of Ed. MN-Buffalo and the District shall meet to review the program and decide if agreement is possible on a future program. Modifications to program criteria shall include, but not be limited to:

1. A committee established by the Exclusive Representative shall meet to read and review the CQEP plans. The committee shall be charged with the following duties:
 - a. Assure all plans meet the CQEP criteria.
 - b. Return unsatisfactory plans to the plan authors, with the reasons delineated as to why the plans were returned.
 - c. Submit a report to the Superintendent which includes: the names of successful applicants, the number of plans returned, the reasons they were returned, the improvements made, and the number of unsuccessful applicants.
2. The School District in conjunction with Ed. MN-Buffalo shall provide in-service on a yearly basis to all teachers eligible to participate in the CQEP. Attendance at this in-service is mandatory.
3. No CQEP plan can be repeated more than two (2) years.
4. All CQEP plans must be written in the approved format answering all of the questions. The format will be provided yearly in hard copy and on the District server.
5. Deadlines may be modified to better meet the needs of the CQEP.
6. The Superintendent and the principals will receive a copy of the CQEP plans.
7. This committee process will be reviewed by both parties by June 1, 2019, to ascertain if the committee is meeting the program objectives.

Section 15. National Board Certification: Any teacher who earns and/or maintains a National Board for Professional Teaching Standards (NBPTA) certification will receive up to a \$500/year bonus for the length of his/her certification. This bonus will be pro-rated based on the teacher’s FTE.

Individual contracts will be modified to reflect National Board Certification twice every year effective the first day of workshop and the first February pay period. Teachers must submit a National Certification Bonus Application form to the District Human Resources Director by the first day of workshop to qualify for the \$500 bonus. Any teacher who applies for the National Board Certification bonus at the February date must submit a National Certification Bonus Application form to the District Human Resources Director by January 1st for the \$250 bonus. Eligible teachers must apply annually in order to receive the bonus for that school year.

**ARTICLE VIII
ITINERANT STAFF**

Section 1. Mileage Reimbursement: Teachers using their own automobiles on School District business shall be reimbursed for all such travel at a rate established by the School Board. The rate, when set, shall be no less than that allowed by the Internal Revenue Service. The rate shall be effective for all driving done between arrival at the assigned first location at the beginning of their workday and the assigned location of the teacher at the end of the workday. This section does not apply to days when all-District meetings are held, such as the week of fall workshop. As a matter of information, all legal limitations on a teacher's liability and the School District's duty to defend and indemnify the teacher as provided in law apply.

Section 2. Additional Time for Travel: Teachers assigned to a regularly scheduled class of students whose duties require travel from one district site to another district site during the same student day may be given contract time to travel according to the following formula:

	<u>Time</u>	<u>FTE</u>
Parkside and/or Discovery Elementary and Montrose Elementary	17.5 minutes	.039
Parkside and/or Discovery Elementary and Hanover Elementary	20.5 minutes	.046
Parkside and/or Discovery Elementary and Tatanka Elementary	6.5 minutes	.014
Tatanka Elementary and Montrose Elementary	22 minutes	.049
Tatanka Elementary and Hanover Elementary	14 minutes	.031
Hanover Elementary and Montrose Elementary	36.5 minutes	.081
Buffalo High School and Buffalo Community Middle School	10.75 minutes	.024
Buffalo High School and PRIDE	12 minutes	.027
Hanover Elementary and Northwinds Elementary	22 minutes	.049

Consistent with ARTICLE IV, School District Rights, the principal may adjust the schedule rather than increase the FTE.

**ARTICLE IX
PRIOR TEACHING EXPERIENCE**

Section 1. Prior Credit: A newly employed teacher shall be placed on the appropriate credit lane of the salary schedule as provided in ARTICLE VII, Section 9., Subd. 3., and on such step as agreed between the School District and the teacher.

Section 2. Prior Experience:

Subd. 1. Credit Inside the District: Teachers with previous teaching experience in the School District may, upon returning, receive full credit on the salary schedule for all outside teaching experience and will retain all unused sick leave accumulated while employed by the District. Documentation of unused sick leave may come from: (a) check stubs; (b) available office records; (c) Business Office Form 4002; or accepted documentation issued by the District.

Subd. 2. Credit Outside the District: Teachers with previous teaching experience outside the School District shall be placed on the appropriate step of the salary schedule as agreed between the School District and the teacher. Years of service for these teachers, as it applies to CQEP, shall mean years of service in the District plus any years granted to the teacher by the District when the teacher joined the District.

**ARTICLE X
INSURANCE**

Section 1. Insurance Review Committee: An insurance review committee shall be established to review and analyze all employee insurance programs for the purpose of recommending updated coverage and premiums. The committee shall consist of the District Business Administrator and two teacher representatives selected by the exclusive representative. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Dental Insurance: For the 2017-18 school year, the School District shall contribute a sum not to exceed \$940 per teacher for the 2017-18 school year which can be utilized for the purchase of an individual premium or dependent dental plan. For the-2018-19 school year, the District shall contribute a sum not to exceed \$940 per teacher which can be utilized for the purchase of an individual premium or dependent dental plan. Such contributions will only be made to those teachers who are enrolled in the District's group dental insurance plan.

Section 3. HMO: Subject to the levels of contribution specified in Section 4. and 5. below, the School District will provide teachers the opportunity of participating in either an HMO insurance or a user fee health insurance program.

Section 4. Health Insurance, Individual Coverage: The School District shall contribute, to each teacher who is enrolled in the District's group health insurance plan, a sum of up to \$734 per month from September 1, 2017, to August 31, 2018. From September 1, 2018, to August 31, 2019, the School District shall contribute, to each teacher who is enrolled in the District's group health insurance plan, a monthly sum of up to \$770 or an amount not to exceed 100% of the individual premium, whichever is the lesser amount.

Section 5. Health Insurance, Dependent Coverage: The School District shall contribute, to each teacher who is enrolled in the District's group health insurance plan, a sum of up to \$1,433 per month for dependent coverage from September 1, 2017, through August 31, 2018. For 2018-19, the School District shall contribute a sum of up to \$1,505 or an amount not to exceed 69.87% of the dependent premium, whichever is the lesser amount, per month from September 1, 2018, through August 31, 2019.

When two or more teachers of the School District are eligible for insurance coverage under one policy of insurance in the School District's group health plan, the School District shall provide one individual contribution and one dependent contribution toward the plan premium. The combination thereof shall not exceed the total cost of the premium. When the teachers have no eligible dependents, the School District shall make contributions as outlined in Section 4.

Section 6. 12-Month Coverage: Effective upon the date of enrollment, all eligible teachers who elect insurance coverage shall be covered by group insurance on a monthly basis.

Section 7. Life Insurance: The School District shall contribute up to \$180 per year toward life insurance premiums for all full-time teachers employed in the District who are enrolled in the District's group term life insurance plan. Each such teacher shall have the option of purchasing additional units of term life insurance at the teacher's own expense. This option is subject to the rules and regulations of the insurance carrier.

Section 8. Income Protection Insurance: The School District will provide income disability insurance for each full-time teacher employed by the District. The elimination period is ninety (90) consecutive calendar days. Coverage shall amount to 66 2/3% of basic salary not to exceed \$4,000 per month in 2017-18 and 2018-19. The District will contribute the individual district contribution per month of employer contributions toward health insurance for each month during the first twelve (12) months the teacher qualifies for long-term disability insurance. The teacher must be enrolled in the District's health insurance plan at the time of LTD qualification.

Section 9. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier. However:

- a. The School District shall inform new teachers of the availability of insurance;
- b. The teacher has enrolled with the insurance carrier;
- c. The teacher has requested insurance or change(s) in insurance in writing and the Superintendent has acknowledged receipt of such request in writing.

Section 10. Duration of Insurance Contribution: A teacher is eligible for School District contribution toward insurance coverage as provided in this article as long as the teacher is employed by the School District, except as provided for in ARTICLE VII, Section 12., Subd. 5., upon termination of employment, all District contributions shall continue through the summer months except in cases when termination is prior to fulfillment of individual teaching contract. If termination or leave is prior to fulfillment of contract, District contributions shall be proportionate to time of teacher's service for that year.

Section 11. Eligibility: Benefits provided in this article are designed for full-time personnel as described by the School Board or its delegate and shall be pro-rated for part-time teachers based on 37.5 hours per week. Teachers hired on or after July 1, 2014 employed less than 25 hours per week will not be eligible for paid insurance benefits.

Section 12. IRS 125 Plan: The School District shall provide an IRS 125 plan available to all teachers in the District, to be utilized at the teacher's option.

ARTICLE XI CONDITIONS OF EMPLOYMENT

Section 1. Work Year: The work year for teachers shall be 186 days. The School Board has determined to conduct school on Columbus Day and/or Veterans' Day. The work year shall include 1 (one) day immediately following each marking period for professional purposes. Up to one-half of this professional day may be used for District-wide or building in-service education or staff development. Up to one-half of this professional day may be used for planning for the next quarter or semester and assessment of student work that took place the prior quarter or semester. It is anticipated that teachers will have a minimum of three days of other workshop time and the remaining days shall be student contact days, which include instructional days and parent-teacher conferences. Instructional time will not exceed 177 days.

Probationary teachers shall be required by the District to be on duty for the equivalent of eight (8) additional duty days in the first probationary year in the District and five (5) additional duty days in other probationary years beyond the 186 duty days in the teacher contract year. These will be in-service days or special in-service events for the specific purpose of participating in probationary teacher training programs and activities prescribed by the District. Probationary teachers will receive in-service credit at the current District rate (12 hours = 1 credit) for the additional duty days, which may be applied to a lane change upon completion. If a probationary teacher does not complete the required hours, his/her pay will be docked at the curriculum writing hourly rate, and he/she will not receive the lane change credit for any hours not completed.

These additional eight (8) days in the first probationary year in the District or additional five (5) days in the other probationary years will be computed pro-rata for part-time teachers and for teachers hired after the first day of new teacher workshop.

Probationary teachers who are required eight (8) additional duty days will be allowed to participate in up to two (2) days and probationary teachers who are required five (5) additional days will be allowed to participate in one (1) day of district scheduled staff development opportunities offered during the work day. In addition, the probationary teachers may be allowed to participate in up to (1) day of teacher observations in the district. These days will be part of the required new teacher training days; however, they cannot be utilized for lane change credit.

Section 2. Work Week: The school day on which salaries shall be based is a period of time that the school is regularly in session for students plus a reasonable time as is necessary to plan the day's work, confer with pupils and parents, and perform such other duties that are appropriate for teachers. It shall include a daily, duty-free lunch period. It is recognized that the teacher's professional day extends beyond student contact hours to include time for such responsibilities as additional planning and evaluation, faculty and committee meetings, parent conferences, additional professional education, and other professional responsibilities of the teacher. Teachers are required to work at an approved site 37.5 hours per week, Monday through Friday exclusive of lunch periods.

Subd. 1. Start Time: Building principals shall determine the beginning time for teachers at each building. A minimum of 20 minutes and a maximum of 30 minutes prior to the starting of school for students will be used to establish the beginning of the duty day.

Consistent with the requirements of this section, teachers will have some flexibility in planning work hours each day.

Subd. 2. Depart Early: If teachers leave the building within 30 minutes of the end of the student day, he/she should inform the building secretary.

Subd. 3. Staffings: Staffings for special needs students shall have a high priority when planning the duty day.

Section 3. Preparation Time:

Subd. 1. Secondary: All secondary school teachers shall be granted a minimum of five planning periods per week. Efforts shall be made by the School District to equate the time allowed for a single planning period with the time designated for a normal class period. For secondary buildings with a four-period per day schedule, teachers shall be granted approximately 50 minutes per day.

Subd. 2. Elementary: Licensed teachers in grades K through 5 shall be granted a fifty (50) minute block of planning time within the student day per day. Exceptions to the single block of planning time may be made by a two-thirds (2/3) written approval of the teachers and the approval of the building principal in the affected building

Section 4. Lunch Period: All teachers shall be entitled to a duty-free lunch period depending upon the duration of such period in the respective buildings. The exception will affect teachers needed for building and student supervision. This supervision will be assigned to teachers whose normal work load does not involve the normal amount of time of other teachers. If additional teachers are needed they will first be volunteers, and if the number is inadequate the District shall set up a rotating schedule for noon period supervision to be divided among the balance of the teachers. Said duty will be no longer than 15 minutes per day, nor longer than one week at a time. Volunteers and those placed on the rotating schedule (excluding those below the average work load) will be compensated at the substitute period rate (See Section 7. Substitute Periods). Lunch period will be approximately 30 minutes.

Section 5. Pro-Rata Formula for Additional Classes and/or Part-time Assignments: A teacher teaching an additional class or teaching part-time at the middle school or high school shall be paid a fraction of the amount specified on the salary schedule where the numerator is equal to the number of assignments held and the denominator is equal to the number of assignments held by a regularly assigned full-time teacher. Partial assignments such as prime time, AAA, etc., shall be considered as pro-rata for the determination of both full-time and part-time assignments.

At the high school, the denominator shall be as follows:

		<u>per year:</u>			
.069	x	12	=	.828	teaching blocks
.017	x	4	=	.068	for AAA
.026	x	4	=	<u>.104</u>	for duty during prep
				1.00	

At the middle school, the denominator shall be as follows:

<u>Classes</u>	<u>Prime Time</u>		
5 x .1837	+ .0813	=	1.0

Upon changes to the schedules of the above schools, the District and Ed. MN-Buffalo shall meet and confer to consider new denominators.

Section 6. Extended Employment: Teachers who are required to be employed in addition to the 186 contractual days or probationary teachers required to be employed 194 or 191 days as provided in Section 1, will be paid on a pro-rated salary, excluding summer teaching personnel. The School District may require of any teacher up to two (2) additional days of work for inservice training. Such activities may be scheduled on Saturday. Such teachers will be compensated at the average hourly pay, computed on the basis of the 8-hour day, being paid the entire teacher bargaining unit under the basic salary schedule and during the fiscal year in which the assignment is made. Teachers employed in the summer school program shall be paid at the summer school rate.

The hourly rate for instructional staff development work (teachers teaching teachers) shall be equal to the summer school rate. The hourly rate for non-instructional staff development work shall be equal to the curriculum writing rate.

Section 7. Substitute Periods: Teachers who perform substitution duties during their preparation period shall be compensated the same hourly rate as the Special Courses in Schedule D. When a teacher is absent, teachers who take on additional elementary students when a substitute is not available will receive one half of the substitute daily rate of pay.

Section 8. Resignation from Extra-Curricular Assignments: Teachers who wish to be relieved from any extra-curricular assignment shall notify the District Human Resources Director in writing at least ninety (90) calendar days prior to the

commencement of that assignment. Exceptions may be made in the sole discretion of the District Human Resources Director.

Section 9. 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 five previous years. This would not include areas of a minor, except as mutually agreed between the District and the teacher at the time of employment.

ARTICLE XII TEACHING ASSIGNMENT

Section 1. Assignments: Teachers shall not be assigned outside the scope of their teaching certificates except temporarily and for good cause and with the mutual agreement of the teacher. Temporarily shall be defined for purposes of this article, as not to extend beyond the current school year.

Section 2. Change in Assignment: In the interest of both parties, a teacher shall be informed of his/her teaching assignment or any changes thereof, prior to the end of the school year or as early as possible in cases of emergency.

ARTICLE XIII LEAVES OF ABSENCE

Section 1. Unpaid Leave: An unpaid leave of absence may be granted by the School District under such terms and conditions as may be mutually agreed upon by a non-probationary teacher and the School District. Such leaves and terms are discretionary with the School District, and no grievance may be filed regarding the School District's application or interpretation of this Section. Teachers on unpaid leaves will be granted a temporary leave of absence and shall retain all benefits accrued prior to their leave upon return to the District. Teachers on sabbatical, family, and long-term medical leaves shall continue to accrue seniority during the course of the leave. Sick leave is not available during the course of any of the above unpaid leaves except medical leave.

Any teacher who has been granted an approved leave of absence from the School Board may continue in the group insurance plan for the duration of the leave of absence by paying his/her own premium to the District in advance of each month.

Any teacher who has been granted a full year of unpaid leave shall notify the District Human Resources Director's office in writing with respect to his/her plans for the following year at least six months prior to his/her return to School District service; i.e., if the leave ends September 1st or at the start of the school year, the District Human Resources Director's office would have to be informed by March 1st of the teacher's intent. A teacher who has been granted an unpaid leave of less than a full year shall notify the District Human Resources Director's office in writing with respect to his/her plans for the following year by March 1st.

Section 2. Sick Leave: Each regularly employed teacher is allowed twelve (12) school contractual days per year for personal illness or injury with no loss of pay. This unused leave may accumulate to 135 contractual days in case of prolonged illness. In the cases of catastrophic illness, the School Board may grant additional time. Certificates of illness by an attending physician may be required for absences of more than two days duration or if an individual has established trends or patterns which indicate abuse of sick leave.

Subd. 1. Method of Accrual: At the beginning of each school year or at the time of employment, each teacher shall be credited with a twelve (12) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. For part-time teachers and teachers who begin after the first day school convenes, or teachers who take unpaid leaves of absences, as of the last duty day, accrual shall be on a pro rata basis to the nearest half day.

Subd. 2. Record of Accumulation: Each teacher shall be notified of the amount of sick leave accumulation at the beginning of each school year. A record shall be maintained in the School District office.

Subd. 3. Pay Back: In the event of resignation, termination, or discharge of a teacher to whom sick leave has been advanced in excess of that earned, the teacher is required to refund the amount paid for the period of excess at the rate of 1-1/3 days per month.

Subd. 4. Special Application:

a. For Employees Eligible to Use Sick Leave for the Care of Relatives Per MN Statute 181.9413

The use of accumulated sick leave to care for an ill or injured family member is governed by Minnesota law.

b. For Employees Not Eligible to Use Sick Leave for the Care of Relatives Per MN Statute 181.9413 Up to three (3) contractual days of leave a year, non-accumulative, deductible from sick leave, shall be available for the hospitalization or outpatient treatment of a spouse, adult child and/or parent including any step or foster relative in the same relationship with the employee. Outpatient treatment requires a visit to or from a health care professional. Proof of this visit is the responsibility of the teacher requesting the leave and must be provided to the District for the second consecutive day of absence by the teacher. For purposes of this three (3) contractual day leave, the definition of adult child will include children who are over eighteen (18) years of age and not attending secondary school. The School Board shall comply with the legislation regarding the teacher's usage of personal sick days for children's illness. Children, as defined under this section of the Agreement, are those who are under 18 years of age, or under 20 years of age if still in secondary school. Up to two (2) additional contractual days of leave a year, non-accumulative, deductible from sick leave, may be allowed upon the written approval of the District Human Resources Director, whose decision is final and binding and not subject to the grievance process. The additional days will result in a substitute deduct of \$127.00 per day.

c. If MN Statute 181.9413 is revised or eliminated and the use of sick leave to care for relatives is less than benefits outlined in (b) above, teachers will be eligible for sick leave for the care of relatives as outlined in (b) above.

Subd. 5. Pregnancy: Sick leave may be used by a female teacher unable to work because of the disabilities of pregnancy, provided such teacher works up to the date of her disability.

Subd. 6. Adoption: A maximum of six (6) weeks of sick leave may be used by a teacher for the adoption of child(ren) provided the leave is full-time and used immediately following the placement of the child(ren). If both parents are teachers, they may use a combined total of six (6) weeks of sick leave.

Subd. 7. LTD Exception: A teacher receiving long-term disability benefits is not eligible for sick leave.

Section 3. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 4. Personal Leave:

Subd. 1. No Reason Days: Two (2) contractual days per year shall be granted by the District Human Resources Director for strictly personal reasons to teachers who complete 100 or more days or a full semester of service in the school year. One (1) day per year shall be granted by the District Human Resources Director for strictly personal reasons to teachers who complete less than 100 days or less than a full semester of service in the school year.

Subd. 2. Other Reasons: Personal leave for other reasons may be granted at the discretion of the District Human Resources Director whose decision is final and binding and not subject to the grievance procedure.

Subd. 3. Credit on Salary Schedule: Salary schedule credit may not be earned while on personal leave if the School District has paid or reimbursed the teacher for the cost of tuition, registration fee, mileage, and/or materials.

Subd. 4. Limitation: At no time shall more than 4% of teachers take personal leave. Personal leave in excess of this limitation may be granted at the discretion of the District Human Resources Director, whose decision is final and binding and not subject to grievance procedure. Personal leave days shall not be granted for the first eight (8) days (workshop/student) or last two (2) student days of the school year. In the case of an emergency the District Human Resources Director may grant personal leave in the first eight (8) days or last two (2) student days of the school year. The decision of the District Human Resources Director is final and binding and not subject to the grievance procedure.

Subd. 5. Advance Approval: A request for personal leave must be made in writing to the District Human Resources Director at least three (3) contractual days in advance, except in the case of emergency.

Subd. 6. 20 Year Day: After completion of twenty (20) years of service to the School District, a teacher may take an

additional fully paid day of personal leave at the teacher's discretion. Use of this leave is, however, subject to the restrictions of Subds. 3., 4., and 5. above.

Subd. 7. Accumulation: Personal leave granted according to Subd. 1. and Subd. 6. of this section may accumulate to a maximum of five (5) days.

Section 5. Family Leave:

Subd. 1. Definition: A family leave may be granted by the School District subject to the provisions of this section. Family leave may be granted because of the need to prepare and/or provide parental care for a child or children of the teacher for an extended period of time.

Subd. 2. Application: A teacher making application for family leave shall inform the District Human Resources Director in writing of intention to take the leave at least two (2) calendar months before commencement of the intended leave, except in emergency situations.

Subd. 3. Pregnancy/Childcare Leave: If the reason for the family leave is occasioned by pregnancy, the teacher shall also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery, and, subject to the other provisions of this section, such a leave shall be granted. If a teacher who has requested and been granted family leave because of pregnancy delivers prior to the scheduled beginning date of her family leave, she shall be eligible for sick leave in accordance with the provisions of Section 1 until the scheduled beginning date of her family leave. A teacher shall not be eligible for sick leave benefits during the period of time covered by the childcare leave.

Subd. 4. Adjustment of Dates: The School District may adjust the proposed beginning or ending date of a family leave so that the dates of the leave coincide with some natural break in the school year; i.e. winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

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

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

A teacher shall, however, if the request for family leave is occasioned by the teacher's pregnancy, be entitled to a family leave of at least one year, subject to adjusting the ending date of the leave pursuant to Subd. 4. above.

Subd. 6. Re-Employment: A teacher returning from family leave shall be re-employed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

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

Subd. 8. Probationary Period: The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on family leave shall not be counted in determining the completion of the probationary period.

Subd. 9. Experience Credit: A teacher who returns from family leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit or leave time during the period of absence for family leave.

Subd. 10. Continuation of Insurance: A teacher on family leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher

wishes to retain, commencing with the beginning of the family leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this section.

Subd. 11. Unpaid Leave: Leave under this section shall be without pay or District contribution toward fringe benefits.

Section 6. Bereavement Leave: In the event of death of wife, husband, father, mother, son, or daughter, including any step or foster relative in the same relationship with the employee, each regularly employed teacher will have, in each case leave of up to five (5) contractual days per year, non-accumulative, and may include non-consecutive day(s), without salary deductions. In the event of death of brother, sister, brother-in-law, sister-in-law, mother-in-law or father-in-law, grandparent, or grandchild, including any step or foster relative in the same relationship with the employee, the number of days without salary deduction shall be up to three (3) contractual days in each case per year, non-accumulative and may include non-consecutive(s). Further necessary time beyond that already provided may be allowed from the teacher's sick leave accumulation upon the written approval of the District Human Resources Director, whose decision is final and binding and not subject to the grievance procedure. Non-consecutive day(s) are subject to the prior written approval of the District Human Resources Director and is not subject to the grievance procedure. Non-consecutive day(s) may not carryover to the next "school" year.

Section 7. Ed. MN-Buffalo Leave: Ed. MN-Buffalo shall be afforded up to thirty (30) contractual days during the term of this Agreement with full reimbursement to the School District for the salary of the substitute. Thereafter, any Ed. MN-Buffalo leave shall be without pay. For purposes other than negotiations, grievances, and collective bargaining elections, this leave shall be restricted to seven and one-half (7.5) contractual days per individual, per year.

Section 8. Court Leave:

Subd. 1. Witness: A teacher who is absent as a witness in any case in court, when duly subpoenaed, shall be entitled to his/her pay, less witness fees, while attending as a witness. In cases when the School Board is a party in litigation, and neither the teacher nor Ed. MN-Buffalo is a party, the teacher shall be entitled to pay while attending as a witness at the request of the School Board.

Subd. 2. Defendant or Plaintiff: When a teacher is absent because of serving as a defendant or a plaintiff in court, full deduction will be made for time away from duty (if the case is not in connection with any incident involving the teacher while acting as an agent of the District in the scope of his/her employment, provided the School District is not an adverse party to the teacher). The teacher may elect to use personal leave days, if the School District is not an adverse party, and, they have not been previously used.

Subd. 3. Assault: Time lost by a teacher in connection with any incident involving assault, by or against a teacher while acting as an agent of the District in the scope of his/her employment shall not be charged against the teacher unless he/she is found guilty of a criminal act in a court of law.

Section 9. Jury Duty Leave: Leave will be granted to teachers who are requested to serve on juries. No deduction in salary will be made, but teachers are required to reimburse the School District the salary received for jury duty. Travel expenses received in connection with jury duty shall remain with the teacher. If the jury is adjourned prior to 12:00 noon, the staff member shall return to his/her appropriate school assignment.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A *grievance* shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. A grievance has occurred when it should be reasonably recognized that it has occurred.

Section 2. Representative: The teacher, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period or if copies are initialed and dated by the teacher and administrator upon service.

Subd. 5. Waiver of Steps: Provided both parties agree in writing, Level One, Two and/or Three of the grievance procedures may be bypassed, and the grievance brought directly to the next level.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless submitted in writing to the supervising principal, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty days of the date the grievance arose or should have reasonably become known to the teacher. 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 School Board's designee. If a teacher feels that he/she has a grievance, he/she should first discuss the matter with his/her principal or director of instruction to whom he/she is directly responsible, in an effort to resolve the problem informally. If, after such a discussion, the teacher is not satisfied with the disposition of the matter, he/she shall have the right to have a representative assist him/her in further efforts to resolve the problem informally.

Section 5. Adjustment of Grievance: The School Board and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the principal shall give a written decision on the grievance to the parties involved within five days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent, or his/her designee, shall set a time to meet regarding the grievance within ten days after receipt of the appeal. Within five days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is appealed to the School Board, representatives of the School Board shall set a time to hear the grievance within ten days after receipt of the appeal. Within ten days after the meeting, the School Board shall issue its decision in writing to the parties involved.

Section 6. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

Section 7. Rights of Teachers to Participate: No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any organization representative, any member of the committee or any other participant in the grievance procedure by reason of such participation.

Section 8. Arbitration Procedures: In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit to grievance arbitration must be in writing signed by the aggrieved party and representative if desired, and such request must be filed in the office of the Superintendent within ten days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services (B.M.S.) to submit a list of arbitrators, providing such request is made within fifteen days after request for arbitration. The request shall ask that the list be provided within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they 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 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, as provided in P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The incurred expense shall be borne by the requesting party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording, if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

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

Subd. 8. 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 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 his/her 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 this Agreement or to enforce the award of an arbitrator.

ARTICLE XV MODIFICATIONS

Section 1. Modifications in Calendar, Length of School Day:

Subd. 1. Modifications: In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the School Board or its designated representative shall determine, if any.

Subd. 2. Length of School Day: In the event of energy shortages, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e. a four day week with increased hours per day but the total weekly hours not more than the regular five day week.

Subd. 3. Meet and Confer: Prior to modifying the scheduled length of the school day pursuant to Subd. 2. hereof, or scheduling more than two make-up days pursuant to Subd. 1. hereof, the School District shall afford to Ed. MN-Buffalo the opportunity to meet and confer on such matters.

ARTICLE XVI SUSPENSION

Section 1. Reason: A teacher may be suspended without pay for good and sufficient reason. Any such suspension is subject to the grievance procedure.

Section 2. Notification: Suspension shall take effect upon written notification from the Superintendent to the teacher stating the grounds for suspension together with a statement that the teacher may make a written request for a hearing before the School Board to review the suspension within five (5) days after receipt of such notification. If no hearing is requested within such five (5) day period, it shall be deemed acquiescence by the teacher to the suspension. If, after a hearing before the School Board, the suspension is reversed and set aside, the teacher shall be reinstated and compensated for salary loss during the period of the suspension. However, should the decision of the School Board, after said hearing, be to uphold the suspension, the teacher shall have the right to invoke the grievance procedures set forth in the Agreement at the arbitration level provided written notification requesting arbitration is received by the School Board or Superintendent within five (5) calendar days after receipt of the School Board's decision following the hearing.

Section 3. Effective Date: The suspension shall take effect upon receipt by the teacher of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice, or as otherwise decided by the School Board, but not to exceed a period of thirty (30) contractual days.

ARTICLE XVII PUBLICATION OF THE AGREEMENT

Section 1. Copies: Within thirty (30) calendar days after the Agreement is signed, the District shall furnish five (5) copies of the Master Agreement to Ed. MN-Buffalo for its use. Further, the Agreement shall be available online to all teachers.

ARTICLE XVIII CONFORMITY TO LAW

Section 1. Severability: If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIX DURATION

Section 1. Duration: This Agreement shall be effective as of July 1, 2017, and shall continue in effect until June 30, 2019. If a new and substitute Agreement has not been duly entered into prior to June 30, 2019, the terms of this Agreement shall continue in full force and effect until such new Agreement is adopted, pursuant to P.E.L.R.A.

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

ARTICLE XX TITLE I TEACHERS

Title I teachers shall be entitled to the terms and conditions of this Master Agreement, except as modified or defined in this article.

Section 1. Deductions: All deductions for absences will be made on the basis of the teacher's hourly rate of pay.

Section 2. Group Insurance and Leaves of Absence: Title I teachers will be granted pro-rata group insurance benefits (ARTICLE X) and leaves (ARTICLE XIII) as per this Master Agreement.

Section 3. Unrequested Leave of Absence:

Subd. 1. Seniority: Title I teachers shall be placed on a separate seniority list with bumping or reinstatement rights only to Title I positions. Title I teachers shall not have bumping or reinstatement rights on the regular K-12 seniority list, nor shall regular K-12 teachers have bumping or reinstatement rights on the Title I seniority list. Upon completion of the probationary period, Title I teachers shall accrue seniority dated back to their first day of continuous service.

Subd. 2. Seniority Transfers: Effective July 1, 2014, a Title I teacher on the seniority list outlined in Subd.1. above who transfers to a position in the full-time seniority as outlined in ARTICLE VI, Subd. 5, of the Master Agreement, shall be placed on the full-time seniority dated back to their first day of continuous full-time seniority dated back to their first day of continuous full-time employment in the school district.

Subd. 3. Written Notification: Other layoff and recall provisions of ARTICLE VI of the Master Agreement will apply to Title I teachers, provided however, in the event of financial limitations within the Title I program, the school district will provide written notice to the teacher of placement on ULA at least 30 days before the ULA will begin.

Section 4. Regular Classroom Vacancies: A continuing contract Title I teacher who is offered a regular classroom position and voluntarily relinquishes his/her continuing contract rights for one year will retain his/her Title I seniority. If a successive contract for the regular classroom position is offered to the Title I teacher, he/she will join the regular teachers' seniority list based on the first date of service in the regular classroom position and be removed from the Title I seniority list.

If the teacher is non-renewed in the regular classroom position, he/she may return to a Title I position without loss of seniority.

Section 5. Retirement and Severance Pay: The provisions of ARTICLE VII, Section 12 and Section 13, shall not apply to Title I teachers.

Section 6. Work Year: The length of the work year for Title I teachers will be a minimum of 150 days.

Section 7. Prep Time: Each Title I teacher will be provided a minimum of 30 minutes of preparation time per day.

Section 8. Work Day: Each full-time Title I teacher will be assigned a minimum of 5 continuous hours per day, exclusive of an unpaid, duty-free lunch. Less than full-time teachers may be added when scheduling deems it necessary.

Section 9. Additional Hours of Assignment: The District will offer an additional assignment to full-time Title I teachers in the building according to seniority, when, in the sole discretion of the District, a teacher's schedule allows for the additional assignment. Part-time Title I teachers may be added in a building when scheduling will not allow additional hours to be assigned to current full-time Title I teachers in the building.

Section 10. Salary Payments: Title I teacher's salary payments shall be automatically deposited into the account of the teacher's choice semi-monthly on the 15th and 30th of each month. Should the 15th or 30th fall on a weekend, efforts shall be made to pay salaries on the preceding Friday.

Subd. 1. Payment: Effective July 1, 2011, all Title I teachers shall be paid on a 12 month basis (24 pay periods). Teachers will receive their first check on August 30th. The final payment on June 15th includes payments for June, July and the first August payment.

Subd. 2. New Title I Teachers: If individual teaching contracts are signed less than ten calendar days before the first pay period, new Title I teachers will be paid on the subsequent pay period.

Section 11. Salary Schedule: Effective with the 2008-09 school year, Title I teacher's hourly pay shall be pro-rated according to Schedule B at 186 days and 8 hours per day for a full-time salary.

ARTICLE XXI EARLY CHILDHOOD FAMILY EDUCATORS

Early Childhood Family Education teachers, hereinafter referred to as ECFE, shall be entitled to the terms and conditions of this Master Agreement, except as modified or defined in this article.

Section 1. Statutory Considerations: Pursuant to M.S. 122A.26, an ECFE teacher who teaches in an ECFE program which is offered through a community education program which qualifies for ECFE aid, must meet licensure requirements as a teacher. School Readiness (SR) teachers required by the District to hold an appropriate licensure with the Board of Teaching will be recognized as bargaining unit members under this article.

Subd. 1. Bargaining Unit Eligibility: The District and the Union agree that only those ECFE teachers as per Section 1, who are employed by the District for at least fourteen (14) hours per week, will be included in the teacher bargaining unit.

Section 2. Probationary Period: The probationary period for an ECFE teacher shall be three (3) consecutive school years of continuous service. Upon completion of the probationary period, an employee may be disciplined, suspended, or discharged only for just cause subject to ARTICLE XIV, Grievance Procedure and ARTICLE XVI, Suspension.

Section 3. Seniority: ECFE teachers shall be placed on a separate seniority list based upon seniority and areas of appropriate licensure. ECFE teachers shall not have bumping or reinstatement rights on the regular K-12 seniority list, nor shall regular K-12 teachers have bumping or reinstatement rights on the ECFE seniority list. Upon completion of the probationary period, ECFE teachers shall accrue seniority dated back to their first day of continuous service.

Section 4. Layoff and Recall: In the event of an FTE teacher reduction, placement on layoff shall be based upon seniority and appropriate licensure. Reinstatement of ECFE teachers from layoff shall be in inverse order of their placement on layoff. Non-probationary ECFE teachers on layoff shall have full reinstatement rights for a period of five (5) years from their date of layoff. This section shall not apply to class cancellation during the school year.

Section 5. Hours of Service, Duty Day, Duty Week, Duty Year: Recognizing the unique, changing and irregular nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be assigned by the school district and modified from time to time based upon the needs of the program.

Section 6. Assignments: Prior to July 1 of each year, the employer will send each ECFE teacher a notice of hours of anticipated assignment for the subsequent school year or a notice that the ECFE teacher is being placed on layoff.

Section 7. Preparation Time/Team Meeting Time: Paid preparation time per class will be determined by the District based on class needs consistent with the individual ECFE teacher's hourly rate. Paid time for team meetings will be determined by the District and paid at the individual ECFE teacher's hourly rate.

Section 8. Setup and Takedown Time: ECFE teachers will be allotted setup time of 15 minutes prior to each class and takedown time of 15 minutes after each class.

Section 9. Salary Step Advancement: ECFE teachers shall advance one step on the salary schedule for each year of service, provided that the ECFE teacher rendered a minimum of 728 hours of paid service. Teachers who work less than 728 hours per year shall advance on the subsequent July 1st when paid service equals 728 hours since his/her last advancement.

Section 10. Leaves and Group Insurance: ECFE teachers will be granted pro-rata group insurance benefits (ARTICLE X) and leaves (ARTICLE XIII) as per this Master Agreement.

Subd. 1. Proration for Group Insurance for ECFE Teachers Employed Prior to July 1, 2002: Full benefits will be accorded ECFE teachers employed at least 32.5 hours per week. For ECFE teachers employed less than 32.5 hours per week, benefit levels will be prorated from the 32.5 hour standard. ECFE teachers employed less than 25 hours will not be eligible for paid benefits.

Subd. 2. Proration for Group Insurance for ECFE Teachers Employed After July 1, 2002: Proration for group insurance benefits will be as per the Master Agreement, with full-time defined as 37.5 hours per week and proration based accordingly, ECFE teachers employed less than 25 hours per week will not be eligible for paid benefits.

Section 11. Retirement and Severance Pay: The provisions of ARTICLE VII, Section 12 and Section 13, shall not apply to ECFE teachers.

Section 12. Non-Regular Hours: Compensation for staff meetings, special projects, staff development, and curriculum writing shall be the ECFE teacher's individual hourly rate with the amount of hours mutually agreed between the District and individual ECFE teacher.

Section 13. School Closings: In the event of weather-related or emergency school closings, ECFE teachers arriving on site prior to school cancellation will be paid a minimum of one hour.

Section 14. Night Classes: ECFE teachers will be paid an additional minimum of \$1.00 per hour as a differential for assignment to teach a night class starting after 4:30 p.m.

Section 15. Salary Schedule: See Schedule F.

ARTICLE XXII LONG TERM SUBSTITUTE TEACHERS

Long Term Substitute teachers whose work is 186 day, shall be entitled to the terms and condition of this Master Agreement. Long Term Substitute teachers whose work year is 31 consecutive days or longer in the same assignment and less than 186 days will be subject to the terms and conditions below.

Section 1. Placement on the Salary Schedule: Long term substitute teachers will be placed on the salary schedule as determined by the School District.

Section 2. Method of Payment: Long term substitute teachers will submit time cards according to the district's payroll schedule.

Section 3. No Reason Personal Day: Two (2) contractual days per year shall be granted by the District Human Resources Director for strictly personal reasons to teachers who complete 100 or more days, but less than 186 days or a full semester of service in the school year. One (1) day per year shall be granted by the District Human Resources Director for strictly personal reasons to long term substitute teachers who complete more than 31 days and less than 100 days or less than a full semester of service in the school year.

Subd. 1. Advance Approval: A request for personal leave must be made in writing to the District Human Resources Director at least three (3) contractual days in advance, except in the case of emergency.

Section 4. Sick Leave: One (1) day of sick leave may be used per month for personal illness with no loss of pay.

Section 5. Health Insurance, Individual Coverage: The School District shall contribute, to each full-time long term substitute whose work year is 35 consecutive days or longer in the same assignment and less than 186 days, the monthly sum in ARTICLE X, INSURANCE, Section 4. Health Insurance, Individual Coverage. The monthly sum will be contributed beginning the first of the month after the long term substitute assignment begins and will cease at the end of the month the long term substitute assignment ends.

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

For: EDUCATION MINNESOTA – BUFFALO

President	Negotiations Secretary	Chief Teacher Negotiators

Dated this 22nd day of January 2018 .

For: INDEPENDENT SCHOOL DISTRICT NO. 877

Chairperson	Clerk	Chief Board Negotiators

Dated this 22nd day of January 2018 .

**SCHEDULE A
SALARY SCHEDULE
2017-18**

**Q=Quarter Hours
S=Semester Hours**

Lane → Step ↓	BA	Q BA+15 S BA+10	Q BA+30 S BA+20	Q BA+45 S BA+30	Q BA+60/ S BA+40 MA	Q MA+15 S MA+10	Q MA+30 S MA+20	Q MA+45 S MA+ 30
1	\$39,520	\$40,541	\$41,563	\$42,583	\$43,602	\$44,623	\$45,643	\$46,659
2	\$40,226	\$41,382	\$42,522	\$43,596	\$44,682	\$45,755	\$46,826	\$47,896
3	\$41,131	\$42,536	\$43,926	\$45,176	\$46,466	\$47,701	\$48,940	\$50,188
4	\$42,194	\$43,782	\$45,346	\$46,701	\$48,132	\$49,466	\$50,803	\$52,150
5	\$43,253	\$45,030	\$46,767	\$48,232	\$49,799	\$51,232	\$52,666	\$54,117
6	\$44,312	\$46,276	\$48,204	\$49,759	\$51,466	\$52,995	\$54,530	\$56,081
7	\$45,370	\$47,524	\$49,608	\$51,288	\$53,132	\$54,762	\$56,393	\$58,047
8	\$46,432	\$48,772	\$51,031	\$52,816	\$54,797	\$56,529	\$58,259	\$60,010
9	\$47,492	\$50,016	\$52,451	\$54,345	\$56,463	\$58,292	\$60,121	\$61,976
10	\$48,147	\$51,266	\$53,873	\$55,868	\$58,131	\$60,059	\$61,985	\$63,941
11	\$48,815	\$52,512	\$55,293	\$57,398	\$59,799	\$61,824	\$63,837	\$65,905
12	\$49,490	\$53,761	\$56,714	\$58,925	\$61,464	\$64,067	\$66,192	\$68,349
13	\$50,219	\$54,624	\$58,178	\$60,494	\$63,172	\$66,341	\$68,565	\$70,821
14	\$52,330	\$56,868	\$61,013	\$63,438	\$66,252	\$69,041	\$71,366	\$73,721
Career Quality Earnings Program								
15-19	\$55,349	\$59,887	\$64,032	\$66,457	\$69,271	\$72,060	\$74,385	\$76,740
20-24	\$57,297	\$61,835	\$65,980	\$68,405	\$71,219	\$74,008	\$76,333	\$78,688
25-29	\$59,002	\$63,540	\$67,685	\$70,110	\$72,924	\$75,713	\$78,038	\$80,393
30	\$60,708	\$65,246	\$69,391	\$71,816	\$74,630	\$77,419	\$79,744	\$82,099

**SCHEDULE B
SALARY SCHEDULE
2018-19**

**Q=Quarter Hours
S=Semester Hours**

Lane → Step ↓	BA	Q BA+15 S BA+10	Q BA+30 S BA+20	Q BA+45 S BA+30	Q BA+60/ S BA+40 MA	Q MA+15 S MA+10	Q MA+30 S MA+20	Q MA+45 S MA+ 30
1	\$39,915	\$40,947	\$41,978	\$43,008	\$44,038	\$45,069	\$46,099	\$47,126
2	\$40,629	\$41,796	\$42,947	\$44,032	\$45,129	\$46,213	\$47,294	\$48,375
3	\$41,543	\$42,962	\$44,365	\$45,628	\$46,931	\$48,178	\$49,429	\$50,690
4	\$42,616	\$44,220	\$45,799	\$47,168	\$48,613	\$49,960	\$51,311	\$52,672
5	\$43,686	\$45,480	\$47,235	\$48,714	\$50,297	\$51,745	\$53,193	\$54,658
6	\$44,755	\$46,739	\$48,686	\$50,256	\$51,980	\$53,525	\$55,075	\$56,642
7	\$45,824	\$47,999	\$50,104	\$51,801	\$53,663	\$55,310	\$56,957	\$58,627
8	\$46,896	\$49,260	\$51,542	\$53,344	\$55,345	\$57,094	\$58,841	\$60,610
9	\$47,967	\$50,516	\$52,976	\$54,889	\$57,028	\$58,875	\$60,722	\$62,595
10	\$48,628	\$51,778	\$54,412	\$56,427	\$58,712	\$60,659	\$62,605	\$64,580
11	\$49,303	\$53,037	\$55,846	\$57,972	\$60,397	\$62,442	\$64,475	\$66,564
12	\$49,985	\$54,299	\$57,281	\$59,515	\$62,078	\$64,708	\$66,854	\$69,032
13	\$50,721	\$55,170	\$58,760	\$61,099	\$63,804	\$67,004	\$69,251	\$71,529
14	\$52,853	\$57,437	\$61,623	\$64,072	\$66,914	\$69,731	\$72,079	\$74,458
Career Quality Earnings Program								
15-19	\$55,902	\$60,486	\$64,672	\$67,121	\$69,963	\$72,780	\$75,128	\$77,507
20-24	\$57,870	\$62,454	\$66,640	\$69,089	\$71,931	\$74,748	\$77,096	\$79,475
25-29	\$59,592	\$64,176	\$68,362	\$70,811	\$73,653	\$76,470	\$78,818	\$81,197
30	\$61,315	\$65,899	\$70,085	\$72,534	\$75,376	\$78,193	\$80,541	\$82,920

**SCHEDULE C-1
HIGH SCHOOL ATHLETICS**

GROUP AA:		2017-18	2018-19
Head	Equipment Manager	\$7,971	\$8,051
GROUP A:		2017-18	2018-19
Head	Basketball	\$6,345	\$6,408
Head	Football	\$6,345	\$6,408
Head	Gymnastics	\$6,345	\$6,408
Head	Hockey	\$6,345	\$6,408
Head	School Year Strength & Conditioning	\$6,345	\$6,408
Head	Track	\$6,345	\$6,408
Head	Wrestling	\$6,345	\$6,408
GROUP A-1:		2017-18	2018-19
Head	Summer Strength & Conditioning	\$5,640	\$5,696
Head	Swimming	\$5,640	\$5,696
Head	Volleyball	\$5,640	\$5,696
GROUP B:		2017-18	2018-19
Head	Baseball	\$5,008	\$5,058
Head	Dance Team	\$5,008	\$5,058
Head	Lacrosse	\$5,008	\$5,058
Head	Soccer	\$5,008	\$5,058
Head	Softball	\$5,008	\$5,058
GROUP C:		2017-18	2018-19
Head	Cross Country	\$4,146	\$4,188
Head	Golf	\$4,146	\$4,188
Head	Tennis	\$4,146	\$4,188
Head Assistant	Football	\$4,146	\$4,188
Assistant	Basketball	\$4,146	\$4,188
Assistant	Gymnastics	\$4,146	\$4,188
Assistant	Hockey	\$4,146	\$4,188
Assistant	Summer Strength & Conditioning	\$4,146	\$4,188
Assistant	Wrestling	\$4,146	\$4,188
GROUP D:		2017-18	2018-19
Assistant	Diving	\$3,407	\$3,441
Assistant	Football	\$3,407	\$3,441
Assistant	Swimming	\$3,407	\$3,441
Assistant	Track	\$3,407	\$3,441
Assistant	Volleyball	\$3,407	\$3,441
GROUP E:		2017-18	2018-19
Assistant	Baseball	\$3140	\$3,171
Assistant	Dance	\$3140	\$3,171
Assistant	Golf	\$3140	\$3,171
Assistant	Lacrosse	\$3140	\$3,171
Assistant	Soccer	\$3140	\$3,171
Assistant	Softball	\$3140	\$3,171
Assistant	Tennis	\$3140	\$3,171
GROUP F:		2017-18	2018-19
	Adapted Softball	\$2,775	\$2,803

Within two weeks after a program is scheduled to begin, the School District may cancel the teacher's assignment because of an insufficient number of students participating. A teacher whose assignment is terminated under this language shall be paid pro-rata for time served.

Experience Matrix: An additional 4% of a coach's salary will be granted for those coaches who have served a minimum of five years in the same coaching assignment (i.e. basketball, softball, etc.). An additional 4% (8% total) of a coach's salary will be granted for those coaches who have served a minimum of ten years in the same coaching assignment.

SCHEDULE C-2

**NON-ATHLETICS
MIDDLE SCHOOL AND HIGH SCHOOL**

GROUP A:	2017-18	2018-19
Summer Marching Band Director	\$6,345	\$6,408
Drivers Education Administration & Safety Coordinator	\$6,345	\$6,408
GROUP A-1:	2017-18	2018-19
Yearbook Advisor	\$4,258	\$4,301
High School Band Director	\$4,258	\$4,301
Assistant Summer Marching Band Director	\$4,258	\$4,301
FFA Advisor	\$4,258	\$4,301
GROUP B:	2017-18	2018-19
National Honor Society Advisor	\$3,620	\$3,656
High School Vocal/BHS Singers Advisor	\$3,620	\$3,656
High School Student Council Advisor	\$3,620	\$3,656
GROUP C:	2017-18	2018-19
Bison Newspaper Advisor	\$3,192	\$3,224
BPA Advisor	\$3,192	\$3,224
FFA Assistant Advisor	\$3,192	\$3,224
Play Director	\$3,192	\$3,224
High School Knowledge Bowl Advisor	\$3,192	\$3,224
Musical Director	\$3,192	\$3,224
High School Mock Trial Advisor	\$3,192	\$3,224
One-Act Play Advisor	\$3,192	\$3,224
Musical (Instrumental and Vocal) Director	\$3,192	\$3,224
GROUP D:	2017-18	2018-19
Middle School Band/Jazz Band Director 7th	\$2,716	\$2,743
Middle School Band/Jazz Band 8 th Director	\$2,716	\$2,743
Middle School Orchestra/Chamber Orchestra Director	\$2,716	\$2,743
Middle School Yearbook Advisor	\$2,716	\$2,743
Middle School Vocal/Chamber Choir	\$2,716	\$2,743
Middle School Vocal/6 th Grade Singers	\$2,716	\$2,743
Middle School Web Advisor (Where Everyone Belongs)	\$2,716	\$2,743
GROUP E:	2017-18	2018-19
Middle School Student Council Advisor	\$1,917	\$1,936
High School Assistant Marching Band Director - Percussion	\$1,917	\$1,936
High School Theater Technical Director	\$1,917	\$1,936
High School Assistant Summer Marching Band Director – Color Guard	\$1,917	\$1,936
Students Stepping Up/Leadership Team Advisor	\$1,917	\$1,936
GROUP F:	2017-18	2018-19
Choreographer for Musicals	\$1,493	\$1,508
Future Educators Club Advisor	\$1,493	\$1,508
International Club Advisor	\$1,493	\$1,508
Junior Class Advisor	\$1,493	\$1,508
High School Knowledge Bowl Assistant	\$1,493	\$1,508
High School Mock Trial Assistant	\$1,493	\$1,508
Middle School Math League Advisor	\$1,493	\$1,508
Middle School Knowledge Bowl Advisor	\$1,493	\$1,508
Middle School Speech Advisor	\$1,493	\$1,508
GROUP G:	2017-18	2018-19
Middle School Boys' Choir Director	\$1,277	\$1,289
Middle School 7 th Grade Chamber Orchestra Director	\$1,277	\$1,289

GROUP H:	2017-18	2018-19
BPA Assistant Advisor	\$961	\$970
NHS Assistant Advisor	\$961	\$970
Student Care Committee Advisor	\$961	\$970
Senior Class Advisor	\$961	\$970
GROUP H-1:	2017-18	2018-19
Middle School Assistant Speech Coach	\$777	\$784
Pegasus Advisor	\$777	\$784
GROUP I:	2017-18	2018-19
Sophomore Class Advisor	\$437	\$442
Freshman Class Advisor	\$437	\$442
GROUP J:	2017-18	2018-19
High School and Middle School Evening Music*	\$49.55/evening	\$50.05/evening

*For those part-time music teachers not designated as vocal or instrumental music directors.

Within two weeks after a program is scheduled to begin, the School District may cancel the teacher's assignment because of an insufficient number of students participating. A teacher whose assignment is terminated under this language shall be paid pro rata for time served.

Experience Matrix: An additional 4% of a coach's salary will be granted for those coaches who have served a minimum of five years in the same coaching assignment (i.e. yearbook, National Honor Society, etc.). An additional 4% (8% total) of a coach's salary will be granted for those coaches who have served a minimum of ten years in the same coaching assignment.

SCHEDULE C-3 MIDDLE SCHOOL ATHLETICS

	2017-18	2018-19
Baseball	\$1,674	\$1,690
Basketball, Boys' and Girls'	\$1,674	\$1,690
Cross Country	\$1,674	\$1,690
Football	\$1,674	\$1,690
Co-Ed Golf	\$1,674	\$1,690
Gymnastics	\$1,674	\$1,690
Soccer, Boys' and Girls'	\$1,674	\$1,690
Softball	\$1,674	\$1,690
Tennis, Boys' and Girls'	\$1,674	\$1,690
Track	\$1,674	\$1,690
Volleyball	\$1,674	\$1,690
Wrestling	\$1,674	\$1,690
Equipment Manager	\$1,674	\$1,690
Science Club Advisor	\$1,674	\$1,690
Theatre Advisor	\$1,674	\$1,690
Summer Conditioning Coach	\$3,016/session	\$3,046/session

All salaries are based on a 4-day, Monday through Thursday, workweek. Any approved activities scheduled on a Friday or Saturday will be paid at the summer school rate.

Within two weeks after a program is scheduled to begin, the School District may cancel the teacher's assignment because of an insufficient number of students participating. A teacher whose assignment is terminated under this language shall be paid pro rata for time served.

Experience Matrix: An additional 4% of a coach's salary will be granted for those coaches who have served a minimum of five years in the same coaching assignment (i.e. basketball, softball, etc.). An additional 4% (8% total) of a coach's salary will be granted for those coaches who have served a minimum of ten years in the same coaching assignment.

SCHEDULE C-4

ELEMENTARY ACTIVITIES

	2017-18	2018-19
Street Patrol	\$200/station	\$202/station
Teaching Parents Math	\$49.54 evening	\$50.04 evening
PTO Representative	\$49.54 evening	\$50.04 evening
Evening Programs	\$49.54 evening	\$50.04 evening

SCHEDULE D

OTHER ACTIVITIES

	2017-18	2018-19
<u>Special Courses:</u> Courses as determined by the school district for programs such as but not limited to targeted services and extended time, credit recovery, or remediation classes designed for makeup of district K-12 courses for credit or progress toward a diploma.	\$31.18/hr	\$31.49/hr
Special Education ESY Teachers	Pro-rata not to exceed \$45.63/hr	Pro-rata not to exceed \$46.09/hr
DRIVERS TRAINING:	2017-18	2018-19
Behind the Wheel	\$31.18/hr	\$31.49/hr
Classroom	\$31.18/hr	\$31.49/hr

Schedule D Activities rates for 2017-18 are to be paid until the first day of teacher workshops in August of 2018.

Schedule D Activities rates for 2018-19 are to be paid until the first day of teacher workshops in August of 2019.

ATHLETIC OFFICIALS/SUPERVISORS:	2017-18	2018-19
Event Management 1	\$36.80 Per Event	\$37.17 Per Event
Event Management 2	\$55.20 Per Event	\$55.75 Per Event
Event Management 3	\$73.60 Per Event	\$74.33 Per Event
Middle School Officials & Umpires	\$52.17 Per Event	\$52.64 Per Event
Event Workers	\$18.50/hour	\$18.69/hour
Weight Room Supervisor	\$18.50/hour	\$18.69/hour
Computer Lab Supervisor	\$18.50/hour	\$18.69/hour

OVERNIGHTS	2017-18	2018-19
K-12 Overnights This compensation is not available for coaches, advisors, etc. who receive compensation for a sport and/or activity.	\$107.83/evening	\$108.91 /evening

CURRICULUM WRITING:

\$26.00 per hour until the first day of workshop in August -2018, and \$26.26 per hour until the first day of workshop in August 2019.

Continuing Education Committee

A teacher who serves as the District-wide Continuing Education Committee (CEU) Chair shall receive compensation at a rate of \$1,000 per school year. A teacher who serves on the CEU Committee as a building representative shall receive compensation at the rate of \$200 per school year. Both compensations rates shall be pro-rated over the year. This compensation shall not be added to base salary.

**SCHEDULE E
SECONDARY DEPARTMENT
CHAIRPERSONS**

I. Secondary Department Chairpersons:

At the secondary level, department chairpersons may be selected at the high school and the middle school.

Of the chairpersons selected, one from the high school and one from the middle school will be designated to attend the District Planning Advisory Committee.

Department chairpersons will be appointed annually by school administration.

2017-18 shall be: Chairpersons in departments of four (4) or more faculty members, \$766 annually. For chairpersons in departments of two to three (2-3), \$586 annually. For one (1) person departments, \$380

Stipends for 2018-19 shall be: Chairpersons in departments of four (4) or more faculty members, \$773 annually. For chairpersons in departments of two to three (2-3), \$592 annually. For one (1) person departments \$384

**SCHEDULE F
EARLY CHILDHOOD FAMILY EDUCATORS
SALARY SCHEDULE**

Notwithstanding the provisions of ARTICLE VII. SALARIES, Section 3. Status of the Salary, Schedule, ECFE step advancement will occur for work beginning August 16th.

	2017-18	2018-19
Step 1	\$25.15	\$25.40
Step 2	\$25.85	\$26.10
Step 3	\$26.57	\$26.84
Step 4	\$27.30	\$27.57
Step 5	\$28.08	\$28.36
Step 6	\$28.73	\$29.02
Step 7	\$29.44	\$29.74
Step 8	\$30.17	\$30.47
Step 9	\$30.90	\$31.20
Step 10	\$31.67	\$31.99

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