

MASTER AGREEMENT

between
the

Braham Education Association
and
Independent School District No. 314
Braham, MN 55006

July 1, 2017 - June 30, 2019

Table of Contents

Article	Page
I	Purpose	3
II	Recognition of Exclusive Representative	3
III	Definitions	3
IV	Teacher Rights and Responsibilities	4-6
V	School District Rights	6-7
VI	ECFE/Kinderstep	7-8
VII	Basic Schedules and Rates and Pay	8-11, 28-32
	Status of Salary Schedule	8
	Placement on Salary Schedule	8
	Pay Periods	10
	Pay for Homebound Instruction & Curriculum Writing	10
	Additional Class Assignments	10
	Extended Time Contracts	10
	Hourly Pay for Subbing	10
	PAC Fund	10
VIII	Fringe Benefits	11-12
	Insurance Fringe Benefit Allocation	11
	Mandatory Fringe Benefits	11-12
	Optional Fringe Benefits	12
IX	Duty Requirements	12-13
	Basic School Day	12
	Professional Learning Communities	12
	Teacher Duty Days	13
	Elementary Prep Time	13
X	Retirement Benefit	13-14
XI	Severance Pay	14-15
XII	Tax Deferred Annuity Plan	15
	Annuities	15
XIII	Leaves of Absence (Short term)	16-19
	Sick Leave	16
	Sick Leave Bank	17-18
	Personal Leave	18-19
	Bereavement Leave	19
	Emergency Leave	19
	Jury Service	19
	Professional Leave	19
	Leaves of Absence (Long Term)	19-22
	Sabbatical Leave	19
	Leaves of Absence	19-22

	Child Care Leave	20-21
	Medical Leave21-22
	Insurance Application21
	Credit21
XIV	Unrequested Leave of Absence & Seniority List.	22
XV	Access to Personnel Files	22
XVI	Telecommunications23
XVII	Hiring and Rehiring of Retired Teachers23-24
XVIII	Peer Review24-25
	Mentoring Program24-25
	Staff Development	24-25
XIX	Grievance Procedure25-25
XX	Duration26-27
	Terms and Reopening Negotiations	26
	Effect	26
	Finality	26
	Severability	26
	Witness27
	Salary Schedule28
	“C” Schedule	29-32
	Grievance Form	32-34

MASTER AGREEMENT

ARTICLE I PURPOSE

PARTIES: THIS MASTER AGREEMENT is entered into between Independent School District No. 314, Braham, Minnesota, hereinafter referred to as the School District, and the Braham Education Association, hereinafter referred to as Exclusive Representative, or as Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 and all amendments, hereinafter referred to as the P.E.L.R.A., as amended, to provide the terms and conditions of employment for teachers during the duration of this Master Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., as amended, the School District recognizes the Braham Education Association as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., as amended, and as described in the provisions of this Master Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all the teachers of this School District as defined in the Master Agreement and 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 employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A., as amended.

Section 2. Teacher: 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 Minnesota Department of Education and other appropriate State agencies, including occupational and physical therapists, but shall not include those persons excluded by the P.E.L.R.A., as amended.

Section 3. School District: For the purpose of administering this Master Agreement, the term, "School District," shall mean the School Board or its designated representative.

Section 4. FullTime: A full-time teacher shall be a teacher whose regular schedule constitutes a basic day as defined in Article IX, Section 1, Basic School Day, and whose number of days are consistent with duty days as defined in Article IX, Section 4, Teacher Duty Days. For determining less than full-time, the same calculation shall be used as in Article VII, Section 9, Hourly Pay for Subbing, unless otherwise noted in this Master Agreement.

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

ARTICLE IV TEACHER RIGHTS AND RESPONSIBILITIES

Section 1. Association Rights: Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Association, including local, state, and national dues and political contributions. Such authorization shall continue in effect from year to year unless revoked in writing. Association dues shall be deducted from the first 16 payroll checks in equal installments to be forwarded as directed by the Association. Association dues shall be forwarded to the current treasurer of the Association within thirty (30) days. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated and payments completed by the following June.

Section 2. Teacher Rights:

Subdivision 1. Nothing contained in this Master Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any public employee to perform labor or services against his/her will. Relating to extracurricular activities said assignment shall be mutually agreeable. Teacher rights shall be as specified in the P.E.L.R.A., as amended.

Subdivision 2. When teachers create materials and when those materials are of such a nature that they are of value for commercial production, the teacher may retain residual rights to the product. However, the teacher or commercial producer shall in no way deny the use of this material to the School District or require a fee for its use while employed by the School District.

Subdivision 3. Meet and Confer: Pursuant to and in accordance with the P.E.L.R.A., as amended, the School District recognizes: 1) its obligation to meet and confer with teachers, 2) the policy of the State to encourage close cooperation between School District and teachers by providing for discussion and the mutual exchange of ideas, and 3) its obligation to provide the facilities and set the time for such conferences to take place.

Section 3. BEA Union Release: At the beginning of the school year the district will allow a total of 16 hours to be available to the union (union officers and negotiators) provided the union reimburses the district the cost of the substitute teachers (these hours shall not be deducted from sick leave).

Section 4. Fair Share Fee: In accordance with the PELRA, as amended, any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the School District and to each teacher to be assessed the fair share fee.

A fair share challenge by a teacher or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Bureau of Mediation Services, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the teacher and transmit the fee to the exclusive representative within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner of the Bureau of Mediation Services or Court.

Any fair share challenge shall not be subject to the grievance procedure, and the exclusive representative guarantees it will indemnify the School District from any claims against it in regard to fair share. The BEA will provide attorney services and pay expenses.

Section 5. Teacher Discipline:

Subdivision 1. Disciplinary action may include the following:

1. oral reprimand
2. written reprimand
3. suspension with pay
4. suspension without pay for up to ten duty days
5. withholding of a scheduled salary increase
6. Discharge

Subdivision 2. A disciplinary action will be taken against a teacher only for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of positive discipline:

1. Did the District give to the teacher forewarning of foreknowledge of the possible or probable disciplinary consequences of the teacher's conduct?
2. Was the District's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District's business and (b) the performance that the District might properly expect of the teacher?
3. Did the District, before administering discipline to a teacher, make an effort to discover whether the teacher did in fact violate or disobey a rule or order of management?
4. Was the District's investigation conducted fairly and objectively?
5. At the investigation, did the "judge" obtain substantial evidence or proof that the teacher was guilty as charged?
6. Has the District applied its rules, orders, and penalties evenhandedly and without discrimination to all teachers?
7. Was the degree of discipline in a particular case reasonably related to (a) the seriousness of the teacher's proven offense and (b) the record of the teacher in his/her service with the District?

Subdivision 3. Whenever possible, the School District shall discuss with the teacher any concern which may lead to disciplinary action and shall offer suggestions for correction before any disciplinary action is initiated.

Subdivision 4. The teacher is entitled, if he/she so desires, to have a representative of the Association present in the event that he/she is being reprimanded, warned or disciplined for any infraction or rules and delinquency in

professional performance. If the teacher requests representation, no action shall be taken with respect to the matter until a representative of the Association is present, provided that such representative shall be made available by the Association within 24 hours of the time the School District proposes to meet with the teacher to discuss the disciplinary action.

Subdivision 5. All information forming the basis for disciplinary action will be made available in writing to the teacher at the time the action is taken.

Section 6. Involuntary Transfer or Reassignment

The purpose of this is to establish the procedures to be followed by the school district in making an involuntary transfer of a teacher from one school building, department, or position to a position in another school building, department, or position. An involuntary transfer or reassignment shall not be used as a punitive measure against a teacher.

Subdivision 1. Selection for Transfer: A teacher may be involuntarily transferred or reassigned to a position only for which such teacher is both qualified and certified/licensed by the State Board of Teaching. A teacher shall be deemed to be qualified if such teacher has a major in the subject matter or field of certification/licensure by the State Board of Teaching and has a current, valid, certificate/license to teach in such subject matter or field.

Subdivision 2. Vacancies: All new positions or positions left vacant due to retirement or resignations, including extracurricular positions, shall be posted, affording all teachers an opportunity to apply for the position. Where known, posting shall indicate grade level or subject matter and building. Postings will appear in the office of the superintendent and notice will be sent via school email to current employees. Any current bargaining unit member, excluding casual or long-term substitutes, applying for the position shall receive consideration prior to outside applicants. The school district reserves the right to select, in its judgment, the best qualified applicant(s) (among existing staff and outside applicants) based upon professional background, training, experience, and other relevant factors.

Subdivision 3. Voluntary Transfers: Teachers who desire to change grade, subject matter or building assignment, must file a written statement of such desire to the principal. A teacher denied a transfer request may confer with the principal, and, upon request, shall have the denial in writing containing reasons for said denial.

Subdivision 4. Involuntary Transfers:

- A. Before making an involuntary transfer/or change the School District will solicit volunteers for the transfer.
- B. In the event no satisfactory volunteer is found, a teacher transferred involuntarily shall, upon request made to the principal, receive written reasons for the involuntary transfer.

Subdivision 5. Notice of Transfer: A teacher subject to involuntary transfer or reassignment shall be notified of such transfer or reassignment as early as possible.

ARTICLE V SCHOOL DISTRICT RIGHTS

Section 1. 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

employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. The rights of the employer shall be as specified in the P.E.L.R.A., as amended.

Section 2. Reservation of Managerial Rights: The foregoing rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein; and all management functions not expressly delegated in this Master Agreement are reserved to the School District.

ARTICLE VI ECFE/KINDERSTEP

Section 1. Applicable Provisions: All the provisions of the Teachers' Master Agreement shall apply to eligible certified community education teachers covered by the P.E.L.R.A., except the following: Length of School Year, Hours of Service, Basic Compensation, and Unrequested Leave of Absence.

Section 2. Hours of Work: Employees under this Article are hourly employees with daily, weekly, monthly, and/or annual hours as established and assigned. ECFE/KINDERSTEP teachers working a full year (as defined by board approval for the applicable school year) shall be entitled to two inservice days, four work days, and two curriculum days. Pay shall be prorated as necessary.

Section 3. Prep Time / Lunch: ECFE/KINDERSTEP teachers will be paid one (1) additional hour (at employee's regular rate of pay) of planning and preparation for every full student contact day in which the instructor is teaching. This will be prorated as necessary; for example, a teacher receiving a 25 minute daily prep would be paid for an additional 35 minutes. A 30 minute duty free lunch will be provided during each normal work day. (The normal work day shall be considered as eight (8) hours inclusive of a minimum 30 minute duty free lunch period to provide for attendance at staff and administrative meetings).

Section 4. Calendar Year: The ECFE/Kinderstep programs may be conducted over the period of the fiscal year on a calendar different from that of the K12 staff.

Section 5. Fringe Benefits: ECFE/Kinderstep teachers will be eligible for the same benefits as indicated under Article VIII.

Section 6. Seniority: For the purposes of this section seniority shall be defined as the date of last continuous date of hire as a teacher in the district.

Subd. 1. Accrual: ECFE/Kinderstep teachers shall accumulate no seniority on the K12 seniority list but shall accrue separate seniority within the ECFE/Kinderstep programs.

Subd. 2. Bumping: K12 teaching staff cannot exercise their seniority to bump into ECFE/Kinderstep teaching programs nor can ECFE/Kinderstep teachers bump into K12 teaching positions.

Subd. 3. Seniority lists: Separate seniority lists shall be established for ECFE/Kinderstep employees.

Subd. 4. The School District may layoff or reduce the hours of teachers with the ECFE/Kinderstep programs with thirty (30) calendar days' notice. When it is necessary to reduce hours or to eliminate positions due to lack of enrollment, discontinuance of programs or due to financial reasons, the School District shall apply the procedures set

forth in Minnesota Statute 122A.40, as amended, even though teachers do not hold a continuing contract under the statute. Layoffs shall be in the inverse order of seniority with the ECFE/Kinderstep programs. Layoffs and recall shall be subject to the grievance procedure (excluding probationary teachers).

Subd. 5. Grant Programs: ECFE/Kinderstep teachers who transfer to grant funded programs within Community Education (e.g., Even Start) accrue and maintain all seniority rights for their respective programs as stated in this section. Employees specifically hired for grant funded programs accrue seniority within the granted programs. They do not accrue seniority within the ECFE/Kinderstep programs. If granted funding is changed, reduced, or eliminated and layoffs are necessary, the provisions of Subdivision 4 shall apply.

Section 7. Probationary Period: The probationary period of ECFE/Kinderstep and Grant Program teachers shall be three (3) school years of service. During the probationary period the School District shall have the right to discharge an ECFE/Kinderstep teacher, and the ECFE/Kinderstep teacher shall have no recourse to the grievance procedure.

Section 8. Compensation: The ECFE/Kinderstep teachers shall use the wages and salaries as reflected in schedule A for the 2017-2018 school year and schedule B for the 2018-2019 school year. To determine an hourly wage, the appropriate placement on the salary schedule shall be divided by 1448.

ARTICLE VII BASIC SCHEDULES AND RATES OF PAY

Section 1. 2017-2018 Schedules: The wages and salaries reflected in Schedules A and 17-18 C, attached hereto, shall be a part of this Master Agreement for the 2017-2018 school year, and teachers may advance one increment on the salary schedule.

Section 2. 2018-2019 Schedules: The wages and salaries reflected in Schedules B and 18-19 C, attached hereto, shall be a part of this Master Agreement for the 2018-2019 school year, and teachers may advance one increment on the salary schedule.

Section 3. Status of the Salary Schedule: The salary schedule shall not be construed as a part of a teacher's continuing contract. A teacher's advancement is subject to the right of the School District to withhold increments, lane changes, or other salary increases for just cause. The decision to withhold such increases will be in writing and will be given to the teacher no later than April 1 of the fiscal year which precedes the year in which the salary increase is actually withheld.

Section 4. Placement on Salary Schedule: The following rules shall apply in determining placement of a teacher on the appropriate lane on the salary schedule: All teachers employed must maintain a valid Minnesota teacher's license (or variance) for the subject area(s) for which they are assigned.

Subdivision 1. Course Work: Course work toward an advanced degree shall be accepted if the advanced degree is germane to the teaching assignment or areas of licensure as determined by the School District. Course work toward lane advancement need not be part of an advanced degree program up to and including the M.A. lane.

Subdivision 2. Germane: Credits to be considered toward lane advancement on the salary schedule must be germane to the teaching assignment as determined by the School District considering the recommendation of the Superintendent or areas of licensure. From the BA – MA lane, all credits have to be germane to the teaching assignment. Any teacher moving past the MA lane will have some discretion on their choice of graduate level

courses. All credits can still be germane to their teaching assignment. However, 15 of the 60 credits can be taken at the discretion of the teacher with the approval of the superintendent to be outside the scope of their teaching assignment. Also, any and all of the credits could be through an Administration Licensure program or for any course in Technology. All credits have to be at a graduate level.

Subdivision 3. Prior Approval: All credits, in order to be considered for application on salary schedule, must be approved in writing by the Superintendent prior to taking the course. Last minute course substitutions during registration will be considered by the Superintendent if the teacher contacts the Superintendent or representative as soon as possible regarding the substitutions prior to the 2nd class period.

Subdivision 4. Grades and Credits: To apply on the salary schedule, credits beyond the BA+15 lane must be graduate credits and carry a grade of B or higher. Undergraduate credits may apply to the BA+15 lane for course work, germane to the teacher assignment. A teacher shall not advance beyond the BA+60/MA lane without having first achieved a Master's Degree. To apply on the salary schedule, credits beyond the BA+60/MA lane must be graduate credits and must be taken after a teacher obtains a Master's Degree. Credits applied toward a Master's Degree cannot be applied beyond the BA+60/MA lane. The maximum number of credits of Pass/Fail courses allowed per lane change shall be five (5). The Quarter Credit system is the basis on which this contract's lanes are based. (1 semester credit = 1.5 quarter credit.)

Subdivision 5. Contract Lane Changes: Individual contracts will be modified to reflect lane changes twice every year effective at the beginning of the school year and at the beginning of the second semester providing a transcript is submitted to the School District prior to November 1 and March 1 on forms provided retroactive to the beginning of the school year or the beginning of the second semester, respectively. Any lane changes will be subject to Article VII, Section 3.

Subdivision 6. Course Work Limitations: Graduate credits from online courses, interactive television, and independent study courses may be earned for horizontal movement on the salary schedule. The courses must be from an accredited postsecondary institution. These courses are subject to the approval of the superintendent.

Subdivision 7. Payment of Present Salaries: The rules contained herein relating to the application of credits shall not deprive any teacher of his/her present schedule placement already recognized and being paid.

Subdivision 8. Prior Experience: A teacher who has had experience in other school systems will be placed on the salary or extracurricular schedule as agreed between the School District and the teacher. Germane experience to the teaching area may be granted to a maximum of Step 8 on the salary schedule. Placement shall not be higher than his/her previous licensed teaching experience level.

Subdivision 9. Step Advancement: A teacher must teach a minimum of 75 per cent of his/her contractual teaching days in a school year to qualify for a salary step advancement.

Subdivision 10. Career Increments: Under the 2017-2019 Master Agreement the following payments will be made for career increments:

	2017-2018		2018-2019
12-14 years	\$750.	12-14 years	\$950.
15-19 years	\$2,300.	15-19 years	\$2,500.
20-24 years	\$2,650.	20-24 years	\$2,850.
25+ years	\$2,800.	25+ years	\$3,000.

All increments shall be prorated for part-time teachers. Increment payments will be made on the last payday of May.

Section 5. Pay Periods Payday shall be the 15th and last day of each month to accommodate eighteen (18) pay periods by May 31 and twenty-four (24) pay periods by August 31. A pay period calendar will be included in the welcome packet sent out to each teacher on or before August 10. All 'C' Schedule payments will be made in one lump sum payment at the end of the season, unless the season lasts for a full school year, in which case two payments (mid and end-of-year) will be made.

Section 6. Pay for Homebound Instruction and Curriculum Writing: A teacher will receive the hourly rate of pay for a teacher at lane 1, step 1 for contact time plus mileage reimbursements at current School District rates.

Section 7. Additional Class Assignments: If additional class assignments exist on a quarterly, trimester, semester, or yearly basis and are agreeable to both parties, those teachers shall be paid according to the formula below:

<u>Periods Taught Per Full Year</u>	X	Placement on
Periods Taught Normally Per Full Year		Salary Schedule
e.g. <u>14 periods</u> = 1.17 x \$9,600 = \$11,232		
12 periods		

11 hours = 1.10 x \$9,600 = \$10,560
10 hours

(Note: In computing the above formula, it shall be rounded two (2) places beyond the decimal point.)

Section 8. Extended Time Contracts: The School District and the Association recognize the occasional need for extended time contracts. If such a need arises, payment shall be made according to the formula below:

Contracted salary divided by 181 days times the number of extended work days shall equal payment for extended work days. Example: \$11,000 divided by 181 = \$60.77 X 10 days = \$607.70.

In computing the above formula, it shall be rounded two (2) places beyond the decimal point.

In the event a teacher's duty days are scheduled to be less than a Basic School Day the teacher's compensation shall be calculated by dividing the number of hours worked (including preparation time) by eight.

Section 9. Hourly Pay for Subbing: Hourly pay for subbing during prep shall be equal to the hourly pay for Curriculum Development. Teachers may elect to earn additional personal business days by covering or substituting for another teacher. One (1) extra personal day will be exchanged for seven (7) substitute periods. The only substitutions that will count toward this additional day will be those in which the substituting teacher had to give up their preparation period. This additional day must be used within 60 school days from the last hour earned or the teacher will forfeit the day. The teacher may request a stipend at the current rate of substitute teacher pay in place thereof. The teacher must request the stipend within 60 school days from the last hour earned. The seven periods must be accumulated within two (2) school years of the anniversary of the 1st subbing date. If less than seven periods are accumulated at that time, the teacher will receive the hourly pay for those periods. The teacher will be compensated in 30 minute increments. The time will be rounded up to the nearest 1/2 hour or hour.

Section 10. PAC Fund: Upon receipt of a properly executed authorization card from the member involved, the school district will deduct from the member's paycheck the amount the member has agreed to contribute to the NEA Fund for Children and Public Education. The school district is responsible to transmit contributions, along with a roster of contributions, on a monthly basis to the NEA.

ARTICLE VIII FRINGE BENEFITS

Section 1. Insurance Fringe Benefit Allocation:

Subdivision 1: Each full-time teacher will be allocated \$8,214.50 for 2017-2018 and \$8,415.00 for 2018-2019 for use in purchasing fringe benefits under said article. Eligible part-time teachers as defined in the insurance contract shall receive a prorated annual amount. Said allocation will commence on Sept. 1 of each year.

Subdivision 2: Each eligible teacher shall be charged as having purchased individual coverage under the School District's group health and hospitalization insurance plan, the life insurance plan and the income protection plan as specified in Section 2, whether or not the teacher authorizes purchase of any of these insurance coverages.

Subdivision 3: If a teacher elects to purchase insurance fringe benefits under Section 3. Subdivision 1, which results in monthly premium charges greater than the amount allocated to the teacher's account pursuant to Section 1. Subdivision 1 above, any cost in excess of the teacher's annual allocation shall be borne by the teacher and paid by payroll deduction.

Subdivision 4: Remaining funds not charged against the teacher's account for the purposes of fringe benefit purchases in accordance with Subdivisions 1 & 2 above can be deposited into the employee's HRA/HSA account on a quarterly basis (if eligible) or one annual payment to an approved 403B plan (403B plan requires employee match).

Subdivision 5: The allocation to teachers for the purposes of purchasing insurance fringe benefits under Subdivision 1 above shall cease on the first day of the month following any of the following:

- a. Termination of employment with the School District; provided, termination at the end of the school year shall not disqualify a teacher who is otherwise eligible for receipt of the allocation through August of that year.
- b. Leaving on an authorized leave of absence, unless other provisions of this Master Agreement make provision for continuance of the allocation.

Section 2. Mandatory Fringe Benefits:

Subdivision 1: Health and Hospitalization Insurance: The School District shall provide individual coverage for all eligible teachers employed by the School District as per the insurance specifications.

Subdivision 2: Income Protection and Long Term Disability: Insurance protection shall be provided in the basic contract. Eligibility shall be as per the income protection/long term disability policy plan agreed upon by the School District Insurance Committee.

Subdivision 3: Life Insurance: The School District shall provide a group term life insurance policy covering all teachers in the School District in the amount of \$50,000.

Section 3. Optional Fringe Benefits:

Subdivision 1: Teachers may choose any combination of the following available options:

- a. Dependent medical insurance coverage
- b. Dental/optical plan
- c. Balance to teacher's Health Savings Account.

Subdivision 2: Teachers must choose their fringe benefits package by the Friday preceding Labor Day provided the school district has shared all necessary materials regarding fringe benefits to teachers by Aug. 10. In the event of a new plan(s) being offered, teachers will have 10 days from the start of the school year to select their package. Any teacher hired after August 10 will receive all necessary materials regarding fringe immediately upon being hired.

Subdivision 3: No changes will be allowed during the school term except in case of emergencies which impact coverage such as death of spouse, divorce, etc.

Subdivision 4: The Association hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of participation in this "cafeteria plan" system for distribution of fringe benefits. The Association will provide attorney services and pay expenses.

ARTICLE IX DUTY REQUIREMENTS

Section 1. Basic School Day: The teacher shall be in attendance for duty fifteen (15) minutes before the beginning of the normal school day and fifteen (15) minutes after the normal student dismissal time.

(The normal work day shall be considered as eight (8) hours inclusive of a minimum 30 minute duty free lunch period to provide for attendance at staff and administrative meetings).

Section 2. Professional Learning Communities: The teacher shall attend PLC meetings up to 2 times per month for 45 minutes per meeting.

Subdivision 1: PLC's will be facilitated by a teacher leader that is determined by each particular PLC. The PLC leader will be compensated \$1000/school year for facilitating the meetings, attending an additional PLC leader meeting 1 time per month, and reporting progress to the district. Payment will be a one-time stipend on second payroll in May.

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

Section 4. Professional Responsibilities: Meetings called by administrators or department chairpersons may necessitate a longer teacher's day and attendance by the teacher. Moreover, an important function of a teacher is to work with students on an individual basis; and to accomplish this, a longer teacher's day may be necessary. Unless

under extraordinary circumstances, as determined by the superintendent, these meetings shall have a minimum of 24 hours notice.

Subdivision 1: Committee Assignment: The district and the teacher will mutually agree to committee assignments.

Subdivision 2: Curriculum Review and Adoption: The district and the teacher will mutually agree to assignment. The teacher will be compensated at the teacher's hourly rate of pay if outside the scope of the basic school day.

Section 5. Teacher Duty Days: The length of the school year shall consist of 181 days made up of student contact days, in-service days, parent-teacher conference days, at least 5 teacher work days, and two full days of curriculum, or staff development, or department or grade level meetings per quarter, with no less than 2 hours for each curriculum day to be spent on department/grade level meetings – content to be determined by department and/or grade level. Work days shall be free of inservice, workshop or excessive staff meetings. Due to a MOU finalized in the 1999-2001 contract there is a mutual agreement between the Board and the Braham Education Association Meet and Confer Committee that the administration will allow input in the formation of the calendar for the next school year and that the Board has agreed to make every effort to reschedule any emergency closings before the last day of the current calendar year.

Subdivision 1: In the event teacher duty days are not scheduled for the regular 181 day duty year, the teacher's compensation shall be reduced in the amount of 1/181 of the teacher's basic salary for each day not scheduled. All legally available means shall be used to reschedule the required number of duty days.

In the event of energy shortage, severe weather or other emergency, the School Board 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. The School Board may modify the duty week, but with the understanding that the total number of hours shall not be increased, i.e., four (4) day week with increased hours per day but the total weekly hours shall not change.

Section 6. Elementary Preparation Time: The School District shall provide 50 minutes per day of preparation time to be scheduled on a consistent daily basis. Said prep time shall only occur during student contact time. Student contact time does not include, for the purpose of this section, the 15 minutes before the beginning of the normal school day and 15 minutes after the normal dismissal time.

ARTICLE X RETIREMENT BENEFIT

Section 1. Teachers who have been employed at least twenty (20) years with the School District shall be eligible for District contribution for retiree group health insurance.

Section 2. The School District shall provide retirees in 2004-2005 and prior a dollar amount equal to the amount of \$5,500/year \$458.34/month for the purchase of the district health and hospitalization insurance. Retirees in 2005-2006 and thereafter will receive the dollar amount equal to that contributed by the district per year/month for health insurance in the last year of employment. The retiree shall be allowed to choose either a family or single policy until the retiree qualifies for Medicare, not to exceed ten years. The dollar amount of the insurance contribution shall be negotiable in subsequent Master Agreements. Part-time teachers will be eligible for retiree insurance premium contributions proportionate to the last three years of their employment status.

Section 3. Teachers hired after September 15, 2009 will not be eligible for this retirement benefit as described in Article X, Sections 1 & 2.

Section 4. The teacher shall be allowed to purchase a family or single policy until the retiree qualifies for Medicare.

Section 5. All teachers hired after September 15, 2009 shall be eligible to participate in a Health Savings Account or Health Retirement Account.

Section 6. The district contribution to the HRA/HSA will be made according to the following schedule at the beginning of:

Year	Contribution
8	\$1,500
9	\$1,500
10	\$1,500
11	\$1,500
12	\$1,500

Contributions into the account shall be made in quarterly installments by the district.

Section 7. Part-time teachers: Part-time teachers that qualify for prorated fringe benefits will also qualify for prorated HRA/HSA contributions as defined in Sections 5 and 6.

Section 8. If a teacher is on an authorized unpaid leave for an entire school year and receives no portion of his/her annual salary, she/he does not have the right to participate. A teacher on a short-term unpaid leave of absence shall have their contribution prorated.

ARTICLE XI SEVERANCE PAY

Section 1. Teachers who have completed fifteen (15) years of service with the School District shall be eligible for severance pay as provided in this article. Authorized unpaid leaves of absence shall not constitute a break in continuous service to the School District, but no credit shall be earned for time spent on unpaid leaves of absence.

A teacher meeting the requirements of Section 1 shall be eligible for severance. Application for severance, by means of a written resignation to the Board, shall be submitted prior to April 1 of the school year at the end of which the teacher wishes to resign. If a teacher decides to resign during the year, the written resignation shall be submitted at least 45 contract days prior to the actual resignation date. If the teacher chooses to resign in the 1st quarter of the new school year, the teacher may give notice up to the last school contract day of the previous school year. If application for severance does not meet Article XI, Section 1, then there will be a penalty of three (3) months before receiving the first severance payment.

Section 2. Severance pay, equal to 65% of accumulated sick leave which has been earned pursuant to Article XIII, Section 1. Subdivision 2, shall be provided to each eligible teacher upon resignation.

Section 3. Part-time teachers shall earn severance pay benefits on a basis proportionate to their employment contract.

Section 4. Severance pay will be paid in two annual installments with the first payment to be made within 60 calendar days after the last day of work and the second installment made 12 months later. All severance payments from the School District will be made after deduction for School District match payments pursuant to Article XII, Section I, and District contributions pursuant to Article XII, Section 3. The balance of the severance payments from the School District then will be paid directly to the Minnesota Post Retirement Health Care Savings Plan (“Plan”) in accordance with Minnesota Statutes Section 352.98 and any other applicable state and/or federal statutes or regulations. All payments will be made to and administered in accordance with the State of Minnesota Post Retirement Health Care Saving Plan Trust (“Trust”). In the event of termination of the Trust, the distributions and/or reimbursements from the trust will be made to employees by the Minnesota State Retirement System in accordance with state and federal law. It is understood and agreed that the School District’s sole obligation pursuant to this Agreement is to make the agreed upon payments directly to the Post Retirement Health Care Savings Plan and that the School District is not responsible or liable for any payments or requests for payment under the Plan and Trust.

Section 5. In applying these provisions, the teacher’s daily rate of pay at the time of retirement shall be as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extracurricular activities, extended employment, or other extra-compensation.

Section 6. This benefit shall only be available to eligible teachers upon death, retirement, or resignation.

Section 7. If a teacher dies before severance pay has been discharged, contributions owed but not yet paid to the HCSP will be paid to the beneficiary.

Section 8. Except in the event of death of the teacher, to be eligible for severance pay, a teacher must submit a written notice of intention to resign or retire. In the event of death, no written resignation will be required.

Section 9. The School District’s contribution toward each teacher’s 403(b) plan shall be deducted from any future severance benefit of that teacher.

Section 10. Teachers hired after July 1, 1995 will not be eligible for severance pay as described in Article XI.

Section 11. Early Retirement Incentive: District #314 will offer any teacher who qualifies under Minnesota State Statute 122A.48 Teacher Early Retirement Incentive Program a sum of \$10,000, to be placed in their Post Retirement Health Care Savings Plan if their intent to retire is submitted to the District #314 Board Chair and Superintendent no later than February 1 of the school year they intend to retire.

ARTICLE XII TAX DEFERRED ANNUITY PLAN

Section 1. If a teacher elects to participate in the School District’s matching 403(b) tax deferred annuity plan, the following table shall apply. If a teacher is less than full time, the matching amount will be prorated accordingly.

Years of Service in the District	District Match	District Match
	July 1, 2017 - June 30, 2018	July 1, 2018 - June 30, 2019
6 – 10	800	1050
11 – 15	1150	1400
16 – 20	1400	1650
21 +	1650	1900

Section 2. Annuities: Enrollment for each teacher is allowed 3 times per school year. The School District shall recognize any insurance and/or annuity company and proceed with an annuity program upon presentation of one or more subscribers. The amount withheld from the subscribers may be terminated upon notification by letter to the Superintendent from the annuitant provided that the insurance company or annuity company provisions (policy) permit.

Section 3. The School District’s contribution will be equal to the amount contributed by the teacher. The teacher’s contribution will be via payroll deduction. The School District’s contribution and the teacher’s contribution shall be submitted to the appropriate vendor within 5 days of the last pay period of each month.

Section 4. School District contributions made to a teacher’s 403(b) matching annuity plan will be deducted from any severance pay which is payable to that teacher upon resignation. The total employer’s contribution into the 403(b) will never exceed the total amount \$26,000 per individual employee until June 30, 2018, and \$27,000 per individual employee starting July 1, 2018.

**ARTICLE XIII
LEAVES OF ABSENCE (SHORT TERM)**

Section 1. Sick Leave:

Subdivision 1. All full-time teachers as defined in Article III shall earn sick leave at the rate of 15 days per year accrued at the rate of 1.66 days per month. All teachers beginning their first year of full employment and those teachers who have been on long term disability and who have exhausted their sick leave accumulation will be entitled to 15 days of sick leave upon completion of the first day of full employment. Those teachers with less than full-time employment shall be entitled to sick leave on a prorata basis. However if the teacher fails to remain in the employ of the School District for any reason during the entire school year, the School District shall be reimbursed by that teacher for that portion of sick leave used but not earned at the rate of 1.66 days per month of full employment. The School District may obtain the reimbursement by payroll withholding.

Subdivision 2. Unused sick leave shall be accumulated to a maximum of 135 days.

Subdivision 3. Sick leave with pay shall be allowed by the School District whenever a teacher's absence is due to illness which prevents his/her attendance at school and performance of duties on that day or days. Pursuant to M.S. 181.9413, a teacher may use his/her accumulated sick leave and the school board limits use as permissible. Medical appointments such as eye, dental, or health appointments are subject to approval. Teachers wishing to utilize sick leave will notify the building principal prior to use.

Subdivision 4. The School District may require a teacher to furnish proof indicating absence was due to illness. A medical statement furnished by a medical doctor shall be an example of proof.

Subdivision 5. Sick leave allowed shall be deducted from accrued sick leave days credited to the teacher.

Subdivision 6. Sick leave will be allowed upon completion of appropriate form.

Subdivision 7. Exclusion: A teacher injured on the job in the service of the School District and collecting workers' compensation may draw sick leave and receive full salary and fringe benefits from the school district, his/her salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Subdivision 8. Sick Leave Audit: Credits and debits will be available for teacher audit in the principal's office at the beginning of each school year.

Subdivision 9. Sick Leave Buy Back: In each school year, \$5000 will be set aside for sick leave buyback. Teachers who have accumulated at least 135 days may submit requests to be reimbursed for those days not used over the 135, according to the following guidelines:

- a. Written requests must be submitted to the School District Office by 4:00 p.m. on the last working day of the school year. It is the individual teacher's responsibility to submit the buyback request in the allotted time period.
- b. Teachers may request buyback for any or all days over 135 days accumulated.
- c. The total number of days submitted will be divided into the \$5000.
- d. Per diem payment will be based upon the results of c.

Subdivision 10. Sick Leave Bank (*Effective July 1, 2018*)

Membership in the Sick Leave Bank:

1. Membership is defined as teachers who have made contribution of two sick leave days (calculated to the per teacher salary costs) to the bank and have not withdrawn their membership from the bank.
2. Membership is on a voluntary basis.
3. Each year on or before September 1st, the bank is open to new membership from currently employed teachers. The District will send out a reminder of the enrollment period.
4. A teacher may withdraw their membership from the bank at any time in writing to the Superintendent, but the teacher's contribution remains in the bank.

Replenishment of the Sick Leave Bank:

Whenever the number of days falls below 45 days (2018-2019 school year) or 85 days (2019-2020 school year and after), members of the sick leave bank will be asked to contribute one day to replenish the bank. This is on a voluntary basis and the membership list will be based on this contribution including those who are accessing the sick leave bank at this time.

Access to the Sick Leave Bank:

1. A teacher must be a member of the bank.

2. A teacher must have exhausted his/her health leave and personal days and he/she has to be certified by a medical doctor as being disabled as defined by the Americans with Disability Act and unfit to report to work.
3. A teacher must have experienced five days without pay.
4. Maximum access is 55 days per school year or the number of days needed for the teacher to qualify for long-term disability insurance, whichever is less.

Oversight Committee:

1. The Superintendent, the President of BEA, and one board member whose inclusion must be agreed upon by the BEA and Superintendent, shall constitute the oversight committee. The board member shall serve a two year term.
2. The committee will determine and monitor membership, access, and replenishment of the bank.

Hold Harmless: Any teacher sick leave bank challenge shall not be subject to the grievance procedure. In the event a BEA member takes legal action against the district due to a disagreement with the decision, all legal costs - including legal costs incurred by the district - will be borne by the member or the BEA.

Section 2. Personal Leave:

Subdivision 1. A full-time teacher may be granted personal leave of no more than three (3) days per year, the day/days to be deducted from sick leave. Three days are to be used by the teacher as the teacher wishes. Request for personal leave must be made at least three (3) working days prior to date requested. Request and approval shall be made on appropriate form. No more than ten (10) per cent of the licensed staff may be granted personal leave on any one (1) day or 5% of staff may be on personal leave any one day during the first five contractual days of the school year and any one day during the last five contractual days of the school year, with additional requests at the discretion of the superintendent. Part-time teachers may be granted prorated personal leave. A teacher may carry over a maximum of four (4) days of unused personal leave. A maximum of six (6) days may be used at one time.

Subdivision 2. Personal Leave Buy-Back: A teacher may elect to buy-back any unused personal days at the rate of \$100 per day. This amount will be prorated for part time staff. If a teacher elects the buy-back option, the teacher will lose one sick day per personal day bought back. Written requests must be submitted to the School District office 4:00 p.m. on the last working day of the school year. It is the individual teacher's responsibility to submit the buy-back request in the allotted time period.

Section 3. Bereavement Leave:

Subdivision 1. Bereavement leave shall be granted upon completion of appropriate form when there is a death in the immediate family of the teacher or spouse (i.e., parent, spouse, children, brothers, sisters, grandchildren, grandparents of teacher, dependent living in household). Bereavement leave shall be granted upon request when there is a death and the teacher feels a moral obligation to attend the funeral.

Subdivision 2. Bereavement leave will be deducted from sick leave.

Subdivision 3. The limit on bereavement leave is up to and not to exceed three (3) days unless special arrangements are made with the Superintendent.

Section 4. Emergency Leave:

Subdivision 1. Emergency leave (which involves a situation of unforeseen circumstances arising unexpectedly and which prevents a teacher's attendance and performance of duties) may be granted upon completion of appropriate form by the Superintendent. Absence from school due to inclement weather shall not be an appropriate use of this section when school is in session.

Subdivision 2. Emergency leave will be deducted from sick leave.

Section 5. Jury Service: A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District, except for mileage and meal reimbursements.

Section 6. Professional Leave:

Subdivision 1. Each teacher shall be eligible for one (1) day per year at the discretion of the Superintendent for professional development. The day is to be used to visit other school programs and to attend workshops and seminars in the teaching assignments.

Subdivision 2. The day is to be requested in writing at least ten (10) days in advance.

LEAVES OF ABSENCE (LONG TERM)

Section 7. Sabbatical Leave: Sabbatical leave may be granted after seven (7) years of continuous full-time service with a salary stipend of \$4,000 provided. Leaves of less than one year shall receive a prorated stipend based on the full year figure.

Subdivision 1. To be eligible for sabbatical leave, a teacher must have taught for at least seven (7) full years in the School District. The proposed program of study or travel must be approved in writing in advance by the Superintendent and the School Board.

Subdivision 2. Sabbatical leave for study shall be limited to teachers centering their study in their area of major concentration and shall not be used for retraining in a new area.

Subdivision 3. A teacher who is granted sabbatical leave must pledge to teach in the School District for at least two (2) full years following the termination of leave. Upon expiration of the sabbatical leave, the teacher shall have the rights and privileges in regard to his/her placement on the salary schedule and fringe benefits as if he/she had been actually employed during the time of such leave.

Section 8. Leaves of Absence: One (1) leave of absence up to one (1) year shall be granted to any teacher with four (4) or more years service to the School District upon written application. Such a leave of absence will be unpaid, without benefits, and the teacher, upon the return from a full year leave, shall be placed at the next step of the salary schedule; i.e., if the teacher left at the fifth (5th) step, he or she will return at the sixth (6th) step with no loss of seniority. Such teacher shall be reinstated to his or her original job or to a position of similar status and pay.

Notification of intent to return shall be made in writing to the School District office on or before February 1. Such leave will be granted on the basis of one (1) teacher per building in any one (1) year. If there is not one leave per building by January 1, the unused leave(s) shall be offered to the entire staff on the basis of seniority, with no more than two (2) leaves per building. Teachers taking a full year leave of absence will notify the School District in writing by April 1 in a non-negotiating year or 30 days after Agreement ratification or not later than July 15 in a negotiating year.

Section 9. Child Care Leave:

Subdivision 1: A child care leave for pregnancy or adoption shall be granted by the School District subject to the provisions of this section. Child care leave will be granted because of the need to prepare and provide parental care for a child or children of the teacher for an extended period of time. Adoption leave will commence at the date of home placement. If both teacher/parents are employed by the school district, the child care leave will be granted to one teacher/parent.

Subdivision 2: A teacher making application for child care leave shall inform the Superintendent of Schools, in writing, of his/her intention to take the leave at least three (3) calendar months before commencement of the intended leave.

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

Subdivision 4: The School District and teacher may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like. Provided, however, for a pregnant teacher, if this date is in conflict with the health of the mother or child as determined by the physician, child care leave may be taken at an earlier date.

Subdivision 5: In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

- 1) grant any leave that exceeds the last quarter of the remainder of the current year and all of the following year,
- 2) permit the teacher to return to his/her employment prior to the date designated in the request for child care leave while another teacher is under contract for said position.

Subdivision 6: A teacher returning from childcare leave shall be reemployed in a position where he or she is licensed unless previously discharged or placed on unrequested leave.

Subdivision 7: Failure of the teacher to return or notify the School District of his/her intent to return pursuant to the date determined under this section may constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subdivision 8: A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes, seniority ranking, and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. A salary increment shall be awarded if a teacher on childcare leave teaches at least 75 per cent of her/his contractual teaching days. Time spent on childcare leave shall be recognized for seniority purposes.

Subdivision 9: A teacher on child care leave is eligible to participate in group insurance programs, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave.

Subdivision 10: Child care leave under this section shall be without pay unless otherwise provided in this article. The following fringe benefits are provided by the School District: L.T.D. and life insurance as specified in Article VIII, Section 2. Subdivisions 2 and 3, if allowed by insurance policies.

Subdivision 11: A teacher requesting child care leave from his/her teaching assignment must take such leave from their contractual teaching assignment. A teacher requesting a leave from teaching assignment is not required to take a leave from a co-curricular position unless requested by said teacher. The coach/director/advisor will return to the position when the leave is terminated. Any extended absences directly related to child care leave will result in deduction from coaching/advising pay.

Section 10. Medical Leave:

Subdivision 1. A teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability insurance benefits shall, upon written request, be granted a medical leave of absence without pay, up to one (1) year. The School District may, in its discretion, renew such a leave.

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

Section 11. Insurance Application: A teacher on unpaid leave is eligible to continue to participate in group insurance programs. Except for FMLA benefits, the teacher shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance or coverage will be discontinued.

Section 12. Credit: A teacher who returns from long term leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No additional credit shall accrue for the period of time that a teacher was on unpaid leave. Section 13. Eligibility: Full leave benefits provided in this article shall apply only to full-time teachers as defined in Article III. Part-time teachers who are under contract shall be eligible for partial benefits proportional to the extent of their employment and as allowed by policy limits.

ARTICLE XIV
UNREQUESTED LEAVE OF ABSENCE
AND SENIORITY LIST

Section 1. The purpose of this section is to implement the provisions of Minnesota Statute, as amended, 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. The Association and the School District believe that the following are fair and equitable criteria for unrequested leave. In the event that a teacher's assignment or responsibilities are to be eliminated, every effort will be made to place that teacher in another teaching position for which they are licensed within the system. If elimination is necessary, the order of dismissal criteria is as follows:

- a. teachers with limited permits or provisional certificates in the subject area where reduction is necessary,
- b. probationary teachers in the subject area where reduction is necessary,
- c. teachers with least seniority in district,
- d. part-time positions in areas where reduction is necessary,
- e. in the case of equal seniority and neither teacher can be reassigned in a different subject area, the teacher with lesser total teaching experience,
- f. in the event of a tie, the teacher with the highest lane placement plus additional credits shall be considered senior,
- g. Lowest File Folder Number on MDE teaching license.

Section 3. Reinstatement will be based on the reversal of the above procedure, i.e., the last dismissed will be the first reinstated. The unrequested leave of absence teacher who is not reinstated shall continue on unrequested leave of absence for a period of five (5) years from the date of School Board action after which the right to reinstatement shall terminate.

Section 4. Notification of recall shall be made by mail to the address of record as provided by the teacher. The teacher shall have ten (10) days from delivery of certified mailing of such notice to reply in writing to the School District of acceptance of recall and be available for duty within two (2) weeks of acceptance. Failure to respond within the time limit shall negate all rights to recall under this provision.

ARTICLE XV
ACCESS TO PERSONNEL FILES

Section 1. Access to Files: All evaluations and files generated within the School District relating to each individual teacher shall be available during regular business hours to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the files, at the teacher's expense, and to submit for inclusion in the files written information in response to any material contained therein; provided, however, the School District may destroy such files as provided by law.

Section 2. Teacher evaluation reports, medical reports, and/or other "confidential matter" shall not be disseminated to any party without permission of the teacher, except as provided by law.

ARTICLE XVI TELECOMMUNICATIONS

Section 1. It is agreed that the telecommunication system will be an alternative to be used for the instruction of students in the School District and neighboring school districts. It is the intent of the School District to encourage teachers to develop classes for use in the system. With mutual agreement a teacher may be assigned to teach classes utilizing Telecommunications.

Section 2. All telecommunications classes shall be taught by a licensed teacher.

Section 3. Teachers shall not be responsible for the behavior of the students at the remote sites where instruction is being sent by School District teachers.

Section 4. The School District shall provide an aide to assist the teacher in telecommunication classroom instruction whenever the building principal, in consultation with the telecommunication teacher, determines the services of an aide is required due to class overload.

ARTICLE XVII HIRING/REHIRING OF RETIRED TEACHERS

[Hiring/rehiring of retired staff is only applicable for retired staff who did not receive an early incentive]

Section 1. Licensure: Retired teachers who are hired/rehired by the School District must be appropriately licensed in the subject matter that they will be hired to teach.

Section 2. Probationary Period: The probationary period of retired teachers who are hired/rehired by the School District shall be one (1) school year of service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline a previously retired teacher, and the previously retired teacher shall have no recourse to the grievance procedure.

Section 3. Layoff and Recall: Retired teachers who are hired/rehired by the School District shall have no seniority or bumping rights.

Section 4. Compensation: Retired teachers who are hired/rehired by the School District shall be compensated as the parties may agree.

Section 5. Benefits: Retired teachers who are hired/rehired by the School District shall be provided benefits and leaves as determined by the School District.

Section 6. Applicable Sections of the Master Agreement: Retired teachers who are hired/rehired by the School District shall be covered by the following articles of the Master Agreement:

- ARTICLE I, PURPOSE
- ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE
- ARTICLE III, DEFINITIONS
- ARTICLE IV, TEACHER RIGHTS AND RESPONSIBILITIES
- ARTICLE V, SCHOOL DISTRICT RIGHTS
- ARTICLE VI, ECFE/KINDERGARTEN
- ARTICLE XII, TAX DEFERRED ANNUITY PLAN
- ARTICLE XV, ACCESS TO PERSONNEL FILES

- ARTICLE XVI, TELECOMMUNICATIONS
- ARTICLE XVII, HIRING AND REHIRING OF RETIRED TEACHERS
- ARTICLE XVIII, PEER REVIEW
- ARTICLE XX, DURATION

Section 7. Sections of the Master Agreement Not Applicable: Retired teachers who are hired/rehired by the School District shall not be eligible for the following articles of the Master Agreement:

- ARTICLE VII, BASIC SCHEDULES AND RATES OF PAY,
- ARTICLE VIII, FRINGE BENEFITS
- ARTICLE IX, DUTY REQUIREMENTS
- ARTICLE X, RETIREMENT BENEFIT
- ARTICLE XI, SEVERANCE PAY
- ARTICLE XIII, LEAVES OF ABSENCE
- ARTICLE XIV, UNREQUESTED LEAVE OF ABSENCE AND SENIORITY LIST
- ARTICLE XIX, GRIEVANCE PROCEDURE

Section 8. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for retired teachers who are hired/rehired shall be as assigned by the School District and may be modified from time to time based upon the School District's needs.

ARTICLE XVIII PEER REVIEW / MENTORING PROGRAM / STAFF DEVELOPMENT

Section 1: Minnesota Statutes 122A.40, Subdivisions 6 and 8 provide that a school board and the exclusive union representative of the teachers shall develop a Peer Review process for continuing contract teachers through joint agreement. This section is intended to fulfill the statutory Peer Review requirements. The primary mission and goal of the school district is to educate students. The purpose of Peer Review is to improve instruction to students by providing additional opportunities for growth for teachers. Teachers have a professional right and responsibility to each other for promotion of professional growth of teachers.

Section 2: The Peer Review observation will be utilized for instructional improvement. All documents generated through the Peer Review process shall become the property of the teacher being reviewed. The Peer Review process/results will not be used as a part of any discipline or employment status proceedings other than as defined in the Teacher Development and Evaluation plan agreed upon by the board and exclusive representative.

Section 3: The above passages do not limit school district personnel from observing tenured teachers on a formal or informal basis as deemed necessary.

Section 4: Mentoring Program: Because of the nature of a mentoring relationship, duties related to the roles of mentor will include activities during and outside the contracted school day. All responsibilities of the roles are included in the stipend provision. Mentors will provide collegial interaction and support for teachers in the induction program as shown in the district approved mentoring handbook. Administration shall post openings for mentor positions and compensation will be \$500 per year from staff development funds.

Section 5: In school years when the BEA has voted to give Staff Development funds back to the school district per MN Statute 122A.61, BEA members will be able to use up to 2 sick days to attend conferences with the understanding all costs associated with the conference will be covered by the member and the activity has received prior approval by the district staff development committee.

ARTICLE XIX GRIEVANCE PROCEDURE

"Grievance" shall mean an allegation by a teacher or Association resulting in a dispute or disagreement between the teacher and the School District or its administrative agents as to the interpretation or application of terms and conditions of employment contained in this Master Agreement.

In the event that a teacher believes there is a basis for a grievance, he/she shall have 20 contract days from the time the grievance affects said teacher to begin the discussion of the alleged grievance with his/her building principal, either personally or accompanied by his/her association representative. If, after the informal discussion with the building principal ceases, a grievance still exists, he/she may invoke the formal grievance procedure within ten (10) contract days after cessation of informal discussion, either individually or with the Association representative, on the form which shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent.

The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the School District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Within ten (10) contract days of receipt of the grievance, the principal shall meet with the aggrieved (herein to mean the Association unless the grievance proceeds unsupported) in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance, in writing, within three (3) contract days of such meeting, and shall furnish a copy thereof to the Association.

If the aggrieved is not satisfied with the disposition of the grievance, the grievance shall be transmitted to the Superintendent within ten (10) contract days after receipt of the decision from the principal. Within five (5) contract days of receipt of the transmittal, the Superintendent shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) contract days of such meeting and shall furnish a copy thereof to the Association. If the aggrieved is not satisfied with the disposition of the grievance by the Superintendent, the grievance shall be transmitted to the School Board by filing a written copy thereof with the secretary or other designee of the School Board within ten (10) contract days after the receipt of the decision of the Superintendent. The School Board, no later than fifteen (15) contract days, shall meet with the Association on the grievance. Disposition of the grievance in writing by the School Board shall be made no later than five (5) contract days thereafter. A copy of such disposition shall be furnished to the Association.

At this point, upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration through the process of grievance mediation. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

If the aggrieved is not satisfied with the disposition of the grievance by the School Board, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) contract days from the notification date that arbitration will be pursued, they may request from the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. Questions arising over arbitrariness of an alleged grievance shall be submitted to arbitration for determination. The arbitrator shall have no power to alter, add to, or

subtract from the express terms of the Master Agreement. Both parties agree to be bound by the award of the arbitrator.

The fees and expenses of the arbitrator shall be shared equally by both parties. Notwithstanding the expiration of this contract, any claim or grievance thereunder may be processed through the grievance procedure until resolution.

No reprisals of any kind will be taken by the School District against any teacher because of his/her participation in this grievance procedure.

All decisions rendered, including the cessation of the informal process, shall be in writing and will be transmitted to the aggrieved.

The filing or service of any notice or document herein shall be timely and shall prove to be so if it bears a postmark of the United States mail within the time allowed. Failure to adhere to the time limits shall result in forfeiture if by the aggrieved, automatic denial if by the principal, and mandatory alleviation (as outlined in the last statement by the exclusive representative or employee) as well as forfeiture if by the School District.

ARTICLE XX DURATION

Section 1. Terms and Reopening Negotiations: This Master Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the P.E.L.R.A., as amended. If either party desires to modify or amend this Master Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Master Agreement. If a new and substitute Master Agreement has not been duly entered into prior to June 30, 2019, the terms of this Master Agreement shall continue in full force and effect until such substitute Master Agreement is adopted, which shall be fully retroactive to July 1, 2019.

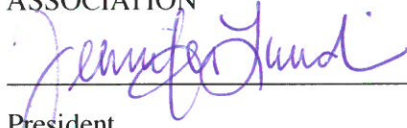
Section 2. Effect: This Master Agreement constitutes the full and complete Agreement between the School District and the Association representing the teachers of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions,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

Section 3. Finality: Any matters relating to the current Master Agreement terms, whether or not referred to in the Master Agreement, shall not be open for negotiation during the term of this Master Agreement without the mutual agreement of both parties.

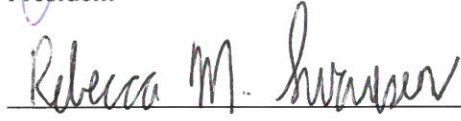
Section 4. Severability: The provisions of this Master Agreement shall be severable if any provision thereof or the application of such provision under any circumstances is held invalid. It shall not affect any other provisions of this Master Agreement or the application of any provision thereof.

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

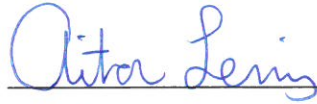
BRAHAM EDUCATION
ASSOCIATION



President



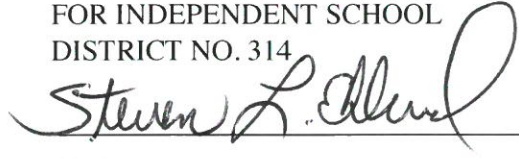
Secretary



Chief Negotiator

Dated this 18 day of October, 2017.

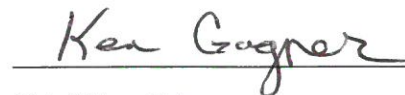
FOR INDEPENDENT SCHOOL
DISTRICT NO. 314

 10/16/17

Chairperson



Clerk



Chief Negotiator

Dated this 18 day of October, 2017.

**Schedule A
2017-2018**

STEP	LANE								
	1	2	3	4	5	6	7	8	9
	BA	BA+15	BA+30	BA+45	BA+60 / MA	MA+15	MA+30	MA+45	MA+60
1	39,183	39,784	40,588	41,588	42,582	43,783	44,988	46,246	47,551
2	39,784	40,564	41,187	42,189	43,186	44,550	45,587	46,792	48,112
3	40,588	41,187	41,986	43,005	43,985	45,186	46,384	47,703	49,048
4	41,385	41,986	42,786	43,786	44,785	45,986	47,184	48,560	49,929
5	42,189	42,786	43,585	44,585	45,587	46,783	47,984	49,344	50,736
6	43,285	43,885	44,685	45,686	46,682	47,885	49,086	50,529	51,953
7	44,550	44,986	45,807	46,783	47,784	48,985	50,182	51,640	53,097
8	45,587	46,384	47,184	48,183	49,184	50,385	51,584	53,044	54,540
9	46,986	47,784	48,581	49,583	50,584	51,782	52,984	54,492	56,028
10	49,709	50,483	51,483	52,483	53,482	54,682	55,881	57,456	59,077
11	50,998	55,010	56,280	57,862	59,978	61,559	63,145	64,836	66,665

**Schedule B
2018-2019**

STEP	LANE								
	1	2	3	4	5	6	7	8	9
	BA	BA+15	BA+30	BA+45	BA+60 / MA	MA+15	MA+30	MA+45	MA+60
1	39,771	40,381	41,197	42,212	43,221	44,440	45,663	46,940	48,264
2	40,381	41,172	41,805	42,822	43,834	45,218	46,271	47,494	48,834
3	41,197	41,805	42,616	43,650	44,645	45,864	47,080	48,419	49,784
4	42,006	42,616	43,428	44,443	45,457	46,676	47,892	49,288	50,678
5	42,822	43,428	44,239	45,254	46,271	47,485	48,704	50,084	51,497
6	43,934	44,543	45,355	46,371	47,382	48,603	49,822	51,287	52,732
7	45,218	45,661	46,494	47,485	48,501	49,720	50,935	52,415	53,893
8	46,271	47,080	47,892	48,906	49,922	51,141	52,358	53,840	55,358
9	47,691	48,501	49,310	50,327	51,343	52,559	53,779	55,309	56,868
10	50,455	51,240	52,255	53,270	54,284	55,502	56,719	58,318	59,963
11	51,763	55,835	57,124	58,730	60,878	62,482	64,092	65,809	67,665

2017-2018 Schedule "C"

	LANE									
	12	10	9	8	7	6	5	4	3	2
STEP										
1	4,832	4,027	3,624	3,221	2,818	2,415	2,012	1,611	1,209	804
2	4,832	4,027	3,624	3,221	2,818	2,415	2,012	1,611	1,209	804
3	4,832	4,027	3,624	3,221	2,818	2,415	2,012	1,611	1,209	804
4	5,000	4,104	3,665	3,255	2,851	2,447	2,050	1,644	1,224	821
5	5,165	4,191	3,708	3,286	2,884	2,483	2,080	1,677	1,241	838
6	5,330	4,277	3,748	3,321	2,920	2,515	2,113	1,712	1,257	855
7	5,497	4,358	3,792	3,355	2,950	2,547	2,148	1,744	1,276	872
8	5,665	4,442	3,832	3,387	2,984	2,580	2,182	1,777	1,292	889
9	5,691	4,526	3,872	3,421	3,015	2,616	2,212	1,810	1,308	903

2018-2019 Schedule "C"

	LANE									
	12	10	9	8	7	6	5	4	3	2
STEP										
1	4,904	4,087	3,678	3,269	2,860	2,451	2,042	1,635	1,227	816
2	4,904	4,087	3,678	3,269	2,860	2,451	2,042	1,635	1,227	816
3	4,904	4,087	3,678	3,269	2,860	2,451	2,042	1,635	1,227	816
4	5,075	4,166	3,720	3,304	2,894	2,484	2,081	1,669	1,242	833
5	5,242	4,254	3,764	3,335	2,927	2,520	2,111	1,702	1,260	851
6	5,410	4,341	3,804	3,371	2,964	2,553	2,145	1,738	1,276	868
7	5,579	4,423	3,849	3,405	2,994	2,585	2,180	1,770	1,295	885
8	5,750	4,509	3,889	3,438	3,029	2,619	2,215	1,804	1,311	902
9	5,776	4,594	3,930	3,472	3,060	2,655	2,245	1,837	1,328	917

July 1, 2017 - June 30, 2018 "C" SCHEDULE

July 1, 2017 - June 30, 2018 "C" SCHEDULE									
12	10	9	8	7	6	5	4	3	2
HEAD	HEAD	HEAD							
Basketball-1	Golf-1	JV Football-1	HD Play-1	Echelon-1	ASS'T	*Sr. Class Adv.-3	*Summer Wt. Trng.	Cheerleader	Knowledge-1
Wrestling-1	Baseball-1	Cross Country	Sr. Speech-1	Yearbook-1	Music Dir.-2		One Act Play-1	Fall-1	
Football-1	Softball-1					Asst. Sr. Speech		Winter-1	*Prom
Volleyball-1	Track-1		ASS'T	Summer Band-1	C-9th		ASS'T		
	Musical-1		Golf-1	Jazz-1	Softball-1		Jr. Speech-2	ASS'T	*Fall / Spring Wt. Trng.
			Baseball-1		Baseball-1	7th & 8th Grade	7th & 8th FB-2	Spring Play-1	
	ASS'T		Softball-1			Football-2		*Winter Wt. Trng.	
	Basketball-1		Track-1			Volleyball-2	7th & 8th Grade		
	Wrestling-1		JV Football-1			Girls BB-2	Softball-2		
	Football-2					Boys BB-2	Baseball-2		
	Volleyball-1		9th GRADE			Wrestling-1	Track-2		
			Basketball-1			Pep Band	Golf-1		
			Volleyball-1						
						TECH DIR.	FFA-1		
						Spring Play-1	Musical Chore-1		
			Musical Tech Dir.-1			Hd Jr. Spch-1			
						Student Council-1			

- Wt.Trng., Prom, Class Advisors, pay remains permanently at the 5th Step. The advisors then split that amount in what they feel is a fair way.

July 1, 2018 - June 30, 2019 "C" SCHEDULE

12	10	9	8	7	6	5	4	3	2
HEAD	HEAD	HEAD							
Basketball	Golf	JV Football	HD Play-1	Echelon	ASS'T	*Sr. Class Adv.	*Summer Wt. Trng.	Cheerleader	Knowledge
Wrestling	Baseball	Cross Country		Yearbook	Music Dir.	Head Speech	One Act Play	Fall	
Football	Softball						Asst. Speech	Winter	*Prom
Volleyball	Track	Flex Basketball 7/8/C	ASS'T	Summer Band	C-9th		ASS'T		
	Musical		Golf	Jazz	Softball			ASS'T	*Fall / Spring Wt. Trng.
			Baseball		Baseball	7th & 8th Grade	7th & 8th FB	Spring Play	
	ASS'T		Softball			Football		*Winter Wt. Trng.	
	Basketball		Asst. #1 Track		Asst. #2 Track	Volleyball	7th & 8th Grade		
	Wrestling		JV Football			Basketball	Softball		
	Football					Wrestling	Baseball		
	Volleyball					Pep Band			
							Golf		
			C Volleyball						
						TECH DIR.	FFA		
			Musical			Spring Play	Musical Chore		
			Tech Dir.						
						Student Council	Supermileage		

- Wt.Trng., Prom, Class Advisors, pay remains permanently at the 5th Step. The advisors split that amount fairly.

Coaches hired into the district as a head coach will move to the step as reflected in all previous experience as a head coach in that sport. Any coach with the district with 7-12 coaching experience moving to a head coach position will move to a minimum of step 5. Experience less than 5 years shall go to the step equal to their years of experience in that sport. Coaching experience shall be defined as experience within either a public or private school under the governance of the State High School League where they coached.

July 1, 2017 - June 30, 2019 Schedule C

Head Coach Plcmt Prior Exp. on "C" Sched. in same sport		Head Coach New Plcmt on "C" Sched. (Lane 12) in same sport					
				Spelling Bee	\$200.00	5/6 Activities	\$250.00
				NHS	\$1,000.00		
Step 9		Step 5		Link Crew	\$1,000.00	After School Practice	\$25.00/event
Step 7-8		Step 4		Geography Bee	\$200.00	Scouting	\$30.00/evening
Step 5-8		Step 4		Math Masters	\$800.00	Speech Judge	\$70.00/day
Step 3-4		Step 3				7&8 Football Official	\$25.00/game
Step 1-2		Step 3		Chaperone		7&8 Volleyball Official	\$25.00/match
				High School	\$40.00/event	7&8 Officiating	\$25.00/event
				Middle School	\$25.00/event	C/9th	\$30.00/event
						Volleyball Line Judge	\$30.00/evening
				Varsity Football			
				Announcing	\$40.00/event		
				Timekeeper	\$40.00/event		
				Crowd Ctrl	\$40.00/event		
				Spotter	\$30.00/event		
				Chain Crew	\$30.00/event		
				Other			
				Timekeeper	\$22.50/event		
				Crowd Ctrl	\$45.00/evening		
				Scorekeeper	\$22.50/event		
				Libero	\$17.50/event		

GRIEVANCE FORM

Grievance # _____

Work Site _____

Name of Grievant _____

Date Filed _____

Home Phone _____

Work Phone _____

Assignment _____

Department _____

Union Representative _____

Date Grievance Occurred _____

Statement of the grievance (include events/conditions of the grievance/persons responsible)

Violation (contraction provision, policy, rule, law, practice)

Redress sought _____

Step I - Date issued _____ Signature of Grievant _____

Disposition by supervisor and reasons therefore:

Disposition _____

Reasons _____

Date _____

Grievant's response:

- I hereby accept the above disposition
- I hereby decline the above disposition.
- I intend to process the grievance to the next step.

_____ Signature of Grievant or Representative
Date

_____ Signature of Grievant or Representative
Step II - Date Issued

Disposition by supervisor and reasons therefore:

Disposition _____

Reasons _____

_____ Signature of Supervisor
Date

Grievant's Response:

- I hereby accept the above disposition
- I hereby decline the above disposition.
- I intend to process the grievance to the next step.

_____ Signature of Grievant or Representative
Date

_____ Signature of Grievant or Representative
Step II - Date Issued

