AGREEMENT

BETWEEN

CAMBRIDGE-ISANTI SCHOOLS,
INDEPENDENT SCHOOL DISTRICT NO. 911

and

EDUCATION MINNESOTA CAMBRIDGE-ISANTI

The Exclusive Representative of

CAMBRIDGE-ISANTI CERTIFIED TEACHING PERSONNEL

OF

CAMBRIDGE-ISANTI SCHOOLS, ISD NO. 911
Cambridge, MN 55008

Effective July 1, 2017 through June 30, 2019
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ARTICLE I
PURPOSE

Section 1. Parties: This Agreement is entered into between Independent School District No. 911, Cambridge, Minnesota (hereinafter referred to as the District) and Education Minnesota Cambridge-Isanti (hereinafter referred to as the Association), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for the 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 District recognizes Education Minnesota Cambridge-Isanti as the Exclusive Representative of teachers employed by the 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, including those on leave.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: 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 employees or severance pay, and the School District’s personnel policies affecting the working conditions of the teachers. In the case of professional employees the term does not mean educational policies of the School District. The terms in both cases are subject to the provisions of P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

Section 2. Teacher: Teacher shall mean all persons in the appropriate unit employed by the District in a position for which the person must be licensed by the State of Minnesota but shall not include Superintendent, Director of Teaching and Learning, Principals and Assistant Principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and other employees excluded by law.

Section 3. District: Any reference to the District in this Agreement shall mean the School Board or its designated officials or representatives.

Section 4. Other Terms: Terms not defined in the Agreement shall have those meanings as defined by the P.E.L.R.A.
ARTICLE IV
DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The parties recognize that the 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.

Section 2. Management Responsibilities: The parties recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District, and all management rights and functions not expressly delegated in this Agreement are reserved to the District.

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

ARTICLE V
TEACHER RIGHTS

Section 1. Right to View: 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 Association if there be one.

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 the Association for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School Board of such unit.

Section 3. Request for Dues Check off: The Association shall be allowed dues check off for its members provided that dues check off and the proceeds thereof shall not be allowed to the Association that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of proper authorization of the teacher involved, the District will deduct from the teacher’s pay check the dues that the teacher has agreed to pay to the teacher organization, in twenty (20) equal installments, beginning with the second pay period in September and transmitted monthly to the Association. Deductions may be terminated by the teacher by giving thirty (30) days written notice to the District’s business office to stop deductions.

2.
Section 4. Fair Share Fee: In accordance with P.E.L.R.A. any teacher included in the appropriate unit, who is not a member of the Association, shall be required by the Association to contribute a fair share fee for services rendered as the Association. The fair share fee for any teacher shall be in an amount not to exceed the regular membership dues of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed 85% of the membership dues. The Association shall provide written notice of the amount of fair share fee assessment to the District and to each teacher to be assessed the fair share fee. It is also acknowledged that any dispute concerning the amount of the fair share fee shall be subject to the proceedings provided in P.E.L.R.A. and, therefore, such disputes shall not be subject to a grievance procedure.

Section 5. Personnel Files: Pursuant to Minn. Stat. §122A.40, Subd. 19, all evaluations and files generated within the District relating to each individual teacher shall be available during regular District business hours to each individual teacher upon his/her written request. Copies of evaluations and follow-up information and letters of commendation or reprimand shall be given to teachers when such material is placed in the personnel file. 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 to the file written information in response to any material contained therein; provided, however, the District may destroy such files as provided by law.

ARTICLE VI
LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: Pursuant to Minn. Stat. §120A.40, the District shall, prior to April 1 of each school year, establish the number of school days and teacher duty days for the coming school year, and the teacher shall perform services on those legal holidays on which the District is authorized to conduct school. The length of the school year shall consist of 183 duty days for teachers including: student days, orientation and workshop days and in-service training days as determined by the District.

Section 2. Emergency Closings:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the 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 District shall determine, if any. If teachers do not perform teacher or teacher-related duties on that or other such day, the teacher’s compensation shall be reduced accordingly, as stated in Article XV, Section 3.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the District further reserves the right to modify the length of the school day, as the District shall determine, but with the understanding that the total number of hours shall not be increased [e.g. a four (4) day work week with increased hours per day but the total weekly hours not more than the regular five (5) day week].

Subd. 3. Prior to modifying the scheduled length of the school day or scheduling make-up days due to energy shortage, severe weather or other exigent circumstances, the District shall provide the Association with an opportunity to meet and confer.

Section 3. School Year: In the event a licensed teacher cannot be found to fill a teaching position for an alternative or traditional school calendar, a teacher can be assigned to a position requiring a change in his/her current calendar year status. Any such changes in assignment must be based on seniority. Teachers will be assigned by the least senior to the most senior qualified for the vacant position.
ARTICLE VII
HOURS OF SERVICE

Section 1. Teacher's Day: Teaching and classroom assignments shall be designated by the Superintendent or his/her designee. The teacher's day shall be seven and one-half (7.5) hours, exclusive of lunch, except on Friday and the day preceding a holiday, when the teacher shall be excused fifteen (15) minutes following the last class period in each building.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the District. Building hours will be designated by the District after providing the Association with an opportunity to meet and confer.

Section 3. Additional Activities: Teachers may be required to reasonably participate in school activities beyond the regular building hours as is required by the District.

Section 4. Lunch Period: All teachers will have a duty-free lunch period of no less than thirty (30) minutes duration, except in cases of emergency.

Section 5. Preparation Time: Normally the teacher's day will include a minimum preparation time which will approximate fifty (50) minutes per day, during the time that the students in that building are normally in session. Scheduling may result in variations of the preparation time on a day-to-day basis, but it will not be broken up into more than two (2) blocks of time unless mutually agreed upon. Under no circumstances can preparation time be reduced when averaged on a weekly (five day) basis or other scheduling cycle, which may be employed.

ARTICLE VIII
RATES OF PAY

Section 1. Schedule: The wages and salaries reflected in Schedule A-1 attached hereto shall be a part of the Agreement for the 2017-2018 school year, subject to the right of the District to withhold increments for just cause. The wages and salaries reflected in Schedule A-2 attached hereto shall be a part of the Agreement for the 2018-2019 school year, subject to the right of the District to withhold increments for just cause. Teachers shall advance on the salary schedule one step subject to the right of the District to withhold increments for just cause. A salary increment shall not be withheld unless the teacher is notified of the deficiency, in writing, and given reasonable opportunity to correct such deficiency. An action withholding an increment shall be subject to the grievance procedure.

Section 2. Status of Salary Schedules: The salary schedules are a part of this Agreement but shall not be construed as a part of a teacher's continuing contract as defined in Minn. Stat. §122A.40. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, a teacher shall be compensated at the previous year's step until such time that a successor Agreement is executed. This provision shall apply to Schedules A, B, and D.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Subd. 1. Germaine: Credits to be considered for application on any lane of the salary schedule must be germane to the teacher assignments as determined by the Superintendent or his/her designee. Any credits required in an approved, germane degree program will be considered germane. Credits for lane changes shall be computed on the basis of semester credits.
**Subd. 2.** Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of C or higher. When applying for a lane change, the cumulative GPA for the graded courses submitted for that lane change must be a minimum of 3.00 in order to qualify for the new salary schedule placement. Undergraduate and correspondence credit may be approved at the discretion of the Superintendent or his/her designee. College or university credits to apply to lanes beyond a particular degree lane must be earned subsequent to the earning of the degree and must be taken at an accredited college or university. Video and online courses must also be completed through an accredited institution. Credits earned through courses offered by the District, which align with District goals and are approved by the School Board, may also be applied toward a lane change. A maximum of five (5) School Board credits may apply toward each lane change. Courses for School Board credit also require prior approval as stated in Subd. 3. In order to apply to a lane change on the salary schedule, only School Board credits may be earned on District time and/or expense. Unlike credits earned at accredited colleges and universities, a maximum of five (5) School Board credits may be earned prior to earning a master's degree and still apply toward a later lane change. This subdivision shall not apply to sabbatical leaves.

**Subd. 3.** Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent or his/her designee, in writing, prior to the taking of the course whenever possible.

**Subd. 4.** Effective Date: Individual contracts will be modified to reflect qualified lane changes twice each school year. Upon presentation of a transcript of qualified credits to the Superintendent's office, either before October 1 or before February 1, the teacher will be placed on his/her new lane. Lane changes will be effected only on the two above dates each school year. If a transcript cannot be obtained by these dates, other satisfactory evidence of successful completion of the course will be accepted as determined by the Superintendent or his/her designee.

**Subd. 5.** Advanced Degree Program: A teacher shall be paid on the master's degree lane only if the degree program is germane to the teaching assignment.

**Subd. 6.** Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on a lane as determined by the rules of this Section, and on the salary schedule step as agreed between the District and the teacher.

**Subd. 7.** To receive a year of credit for experience, a teacher must be on duty at least 975 hours during a school year and have performed satisfactorily. A teacher who does not meet the 975 hours requirement in a given school year may advance one step on the salary schedule if he/she works a minimum of 457.5 hours per school year for two consecutive school years and has performed satisfactorily.

**Subd. 8.** Each new teacher shall submit a transcript of his/her college credits (i.e. undergraduate and graduate inclusive) with the return of his/her signed contract.

**Subd. 9.** School Board credit will be granted for uncompensated workshop attendance that is germane to the teacher's assignment at the rate of 10 hours = 1 School Board Credit. Credit pre-approval shall be submitted to the Superintendent or his/her designee for consideration.
Section 4. Severance Pay:

Subd. 1. Full-time teachers who have completed at least ten (10) years of continuous service with the District and who are at least fifty-five (55) years of age shall be eligible for severance pay pursuant to the provisions of this section upon submission of a written resignation accepted by the School Board.

Subd. 2. This section shall apply only to teachers whose service has been full-time, as defined by this Agreement.

Subd. 3. The District will pay severance pay to a teacher upon his/her retirement from teaching. This severance pay will be paid by the District in equal, annual installments over a time period of two (2) years from the effective date of the retirement and shall not be granted to any teacher who is discharged by the District. Severance pay will commence ninety (90) days after retirement. In the event that a teacher dies before all or a portion of the severance pay has been disbursed, the balance shall be paid to a named beneficiary or, lacking same, to the deceased’s estate. In no event shall severance pay provided for a teacher exceed an amount equivalent to sixty-eight (68) days of pay.

Subd. 4. In applying these provisions, an unused sick leave day shall be equivalent to a teacher’s basic daily rate of pay at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extracurricular activities, extended employment or other compensation.

Subd. 5. The amount of severance pay will be dependent on the amount of unused sick leave the teacher has accumulated at the time of retirement.

Subd. 6. Teachers retiring on or after July 1, 2002, will receive severance pay equivalent to their total accumulated sick leave at the time of retirement. This severance pay shall not exceed sixty-eight (68) days of unused sick leave.

Subd. 7. Teachers hired after July 1, 1996, and those working less than thirty (30) hours per week will not be eligible for severance pay as described in this Section.

Section 5. 403B Matching Contribution Plan:

Subd. 1. Beginning July 1, 1996, teachers who have completed the required number of years of service with the District as defined in Section 3. Subd. 7. of this Article, shall be eligible to participate in a 403B matching contribution plan pursuant to Minn. Stat. § 356.24.

Subd. 2. The District will match eligible annual teacher contributions based on the completion of the following years of teaching experience in the District, as defined in Section 3. Subd. 7. of this Article:

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<thead>
<tr>
<th>Years of Experience</th>
<th>Match Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 years to 9 years</td>
<td>$ 600.00</td>
</tr>
<tr>
<td>10 years to 14 years</td>
<td>$ 850.00</td>
</tr>
<tr>
<td>15 years to 19 years</td>
<td>$1100.00</td>
</tr>
<tr>
<td>20 or more years</td>
<td>$1600.00</td>
</tr>
</tbody>
</table>

Beginning July 1, 2007
The District shall contribute annually an amount equal to the amount contributed by the teacher. This amount shall not exceed the maximum amount outlined according to the above list. Teachers working less than the 183 day school year may participate in the matching contribution plan on a pro rata basis to the length of their school year. Teachers working thirty (30) hours per week or more are eligible for the full benefit. Teachers working less than thirty (30) hours per week but at least eighteen and three-fourths (18.75) hours per week may participate in the 403B matching contribution plan on a pro rata basis. Teachers working less than eighteen and three-fourths (18.75) hours per week are not eligible for any matching contribution.

Subd. 3. The maximum career matching contribution by the District shall be $33,000.

Subd. 4. A salary reduction authorization agreement must be completed by the eligible teacher by October 1 of the school year for the teacher to initiate or change contributions in the 403B matching contributions plan for that school year.

Subd. 5. Teachers on unpaid leaves may not participate in the matching program while on leave. Those teachers on sabbatical leaves retain the option of participation at a pro rata one-half (1/2) amount for the duration of their leaves.

Subd. 6. Teachers hired before July 1, 1996, will continue to be covered under the severance pay language of Section 4 of this Article. The District shall, however, subtract any amount paid to the 403B matching contribution plan from the amount a teacher is to receive in severance pay in Section 4 of this Article. The balance of the severance pay, if such an amount exists, shall be paid by the District per Section 4 of this Article.

Teachers hired after July 1, 1996, and those working less than thirty (30) hours per week, will not be eligible for severance pay as described in Section 4 of this Article.

Section 6. Jury Duty Pay: Teachers who are required to serve on jury duty shall be granted pay by the District in the amount of the difference between their regular pay and jury duty pay. Travel allowance amounts received shall be retained by the teachers.

Section 7. Issuance of Individual Contracts: Issuance of individual contracts shall be in accordance with Minn. Stat. §122A.40.

ARTICLE IX
EXTRA COMPENSATION

Section 1. Additional Assignments: Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract unless set forth as such in the individual contract.

Section 2. Extracurricular Compensation: The wages and salaries reflected in Schedules B and C attached hereto shall be a part of this Agreement for the 2017-2019 school years.

Section 3. Placement on Salary Schedule B: The following rules shall be applicable in determining placement of coaches on the appropriate salary schedule.

Subd. 1. Placement on Schedule: Coaches will be placed in the appropriate lane and step on Schedule B for the 2017-2018 and 2018-2019 contract years. Individual contracts will be modified to reflect qualified lane and step changes once every year effective at the beginning of the school year.
**Subd. 2.** Prior Experience: The following rules shall be applicable in determining placement of a coach on Schedule B:

1. A coach coming into the District who has had experience in other school systems will be placed in a lane as determined by the rules of this section and on the salary schedule step as agreed between the District and the coach.

2. A coach who resigns a District coaching assignment and subsequently is reemployed by the District will be placed in the lane as determined by the rules of this section and on the salary schedule step as agreed between the District and the coach.

3. Any assistant coach presently in the District moving to head coach in the same sport will be given credit for those years of experience as determined by the District.

4. To receive a year of credit for experience in a sport, the coach must have been on duty for at least two-thirds (2/3) of the season in this District.

5. Any coach receiving a coaching position in a sport in which he or she has no experience will be given consideration for placement on the salary schedule due to his/her previous coaching experience as agreed between the coach and the District.

**Subd. 3.** Licensure: Licensure of coaches, as established by state regulatory agencies, will be adhered to in the assignment of coaches in this District.

**Subd. 4.** Coaches will be compensated at the rate of $15.00 per day for any assigned duties involving student contact outside the District approved calendar. This shall not include Saturdays or scheduled vacations. Beginning July 1, 2008, any teacher who is eligible for this compensation will receive the stipend until they no longer provide service specific to that sport. No coaches other than those who qualify for this service provision during the 2007-2008 contract year are eligible to receive this compensation.

**Subd. 5.** This Schedule applies only to teachers supervising extracurricular activities and shall not apply to persons not under this Agreement. In the event the District establishes any new position, it shall notify the Association Co-Presidents. The Association Co-Presidents and Human Resources shall immediately begin discussions to determine the classification of each new position. In order to ensure timely posting, the District and the Association shall conclude such discussions within two weeks from the date of District notification.

**Section 4. Assignment of Extracurricular Duties:**

**Subd. 1.** The District may assign the teacher to extracurricular assignments subject to established compensation for such services which exceed the teaching or non-teaching services prescribed in the basic contract. Said extracurricular and co-curricular assignment may or may not appear in the basic contract. The District or its designated representative may make any additions or amendments to these assignments during the term of the school year as shall be necessary to relieve emergency conditions, subject to compensation as represented in Schedules B and C.

**Subd. 2.** The District may assign any teacher to nonteaching or extracurricular duties on an equitable basis when the needs of the District so require.

**Subd. 3.** The Superintendent is empowered to appoint all supervisors of extracurricular assignments, subject to School Board approval, and they shall be compensated according to the following B and C schedule of pay for such extracurricular assignments.
Subd. 4. A teacher may be relieved of extracurricular responsibilities by giving notice by October 1st of the contract year preceding the contract year in which he/she wishes to be relieved, provided that the District is able to obtain a replacement that meets its criteria. An employee with ten (10) years of teaching experience in the District or with seven (7) years of experience in the extracurricular activity in the District may be assigned to an activity if the parties mutually agree.

Section 5. Staff Substitution/Pay for Regular Teachers: Teachers may, if requested by the building principals, act as substitutes for colleagues. In such cases the teachers shall be paid as provided in Schedule C.

Subd. 1. In the event an elementary (K-5) teacher takes five (5) or more students in the event a substitute teacher is unavailable, he or she will receive the contract substitute daily rate of pay. Pay will be prorated in less than full day situations.

Section 6. Curricular Writing: Teachers shall be compensated in accordance with Schedule C for all assigned curriculum or rewriting of curricular assignments and curricular or program presentations that are necessary to be completed outside the school day under supervision on school premises.

ARTICLE X
GROUP INSURANCE

Section 1. Selection of Carrier: A selection of the insurance carrier shall be made by the District. The terms of the insurance coverage shall be negotiated.

Section 2. Medical Insurance Plan:

Subd. 1. Single Coverage: During the 2017-2018 school year, the District shall contribute up to $6,573 toward the premium for individual coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District’s group medical insurance plan.

During the 2018-2019 school year, the District shall contribute up to $6,704 toward the premium for individual coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District’s group medical insurance plan.

The cost of the premium not contributed by the School District, if any, shall be borne by the teacher and paid by payroll deduction. In no event shall the District contribution exceed the premium amount.

Subd. 2. Dependent Coverage: During the 2017-2018 school year, the District shall contribute up to $13,799 toward the cost of the premium, for employee + one coverage for each eligible teacher employed by the District who qualifies for an is enrolled in the District’s group medical insurance plan for employee + one coverage; and the District shall contribute up to $19,221 toward the cost of the premium for family coverage for each eligible teacher employed by the District who qualifies for family coverage. The cost of the premium not contributed by the School District, if any, shall be borne by the teacher and paid by payroll deduction. In no event shall the District contribution exceed the premium amount.
During the 2018-2019 school year, the District shall contribute up to $14,075 toward the cost of the premium, for employee + one coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District’s group medical insurance plan for employee + one coverage; and the District shall contribute up to $19,605 toward the cost of the premium for family coverage for each eligible teacher employed by the District who qualifies for family coverage. The cost of the premium not contributed by the School District, if any, shall be borne by the teacher and paid by payroll deduction. In no event shall the District contribution exceed the premium amount.

For teachers that are working at least 30 hours per week for at least 9 months per year and are married to another District employee working at least 30 hours per week for at least 9 months per year, and elect employee + one coverage, the District will contribute the full premium for either employee + one or family coverage for the teacher, provided the other spouse declines coverage. No additional payment will be made to married teachers when each is covered under a single plan.

The premium increase during the second year of the Agreement will be limited to 10%. If the premium increase exceeds 10%, the plans available will be reevaluated by the insurance committee to stay within that amount.

**Subd. 3.** Successor Agreement: In the event a successor agreement is not entered into prior to the expiration of this agreement, a teacher shall continue to receive the previous year’s dollar contribution amount toward the cost of medical insurance premiums until such time that a successor agreement is executed.

**Section 3. Dental Insurance:**

**Subd. 1.** Single Coverage: the District shall contribute 100% of the premium for individual dental coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District group dental plan.

**Subd. 2.** Dependent Coverage: the District shall contribute 80% of the premium for dependent dental coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District group dental plan. The cost of the premium not contributed by the District shall be paid by the teacher by way of payroll deduction.

**Subd. 3.** During the second year of the Agreement, the premium increase for the dental plan will be limited to no more than 10%. If the increase in premiums would exceed 10% the dental plan must be modified to contain the premium increase to no more than 10%.

**Section 4. Long-Term Disability:**

**Subd. 1.** The District shall provide the present long-term disability insurance program and the District will pay one-twelfth (1/12th) of the annual premium per month for each teacher who qualifies for and is enrolled in the District’s group long-term disability plan during employment in the District. There is a waiting period for benefits of ninety (90) calendar days.

**Subd. 2.** Donation of Personal Leave: Teachers may, on a voluntary basis, donate personal leave day(s) to another teacher within the District who has a long-term disability, generally an expected duration of ninety (90) days, and who provides medical documentation to both the District and the Association that he/she is unable to work his/her contracted hours. The recipient must have exhausted all his/her sick and personal leave days. Additionally, the recipient must not yet qualify for long-term disability.
Subd. 3. Benefits: The teacher requesting the leave must notify the District and the Association of his/her intent to apply for donated personal leave days.

Subd. 4. The Association shall develop a procedure and form for soliciting teachers to donate leave and shall notify the District of donated personal leave days.

Subd. 5. The payment of the personal leave day(s) shall be made at the donee's (user's) rate of pay.

Section 5. Life Insurance: The District shall provide a group term life insurance policy covering all full-time teachers who qualify for and are enrolled in the District's group life insurance plan in the amount of two (2) times the annual salary.

Section 6. Duration of Insurance Contribution: A teacher is eligible for District contributions as provided in this article as long as the teacher is employed by the District.

Section 7. Claims Against the District: The parties agree that any description of insurance benefits contained in this article are intended to be informational only and the eligibility of any teacher for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this article. It is further understood that the 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 District as a result of denial of insurance benefits by an insurance carrier.

Section 8. Medical Insurance for Early Retirees:

Subd. 1. A full-time teacher who retires at age fifty-five (55) or older and who has had a minimum of ten (10) consecutive years of service with the District immediately preceding retirement shall be eligible for District contributions to the teacher's District medical insurance premium pursuant to the provisions of this section upon submission of a written resignation accepted by the School Board.

Subd. 2. District contributions for eligible retirees shall continue until the retiree is eligible for Medicare.

Subd. 3. The maximum annual (July 1 through June 30) District contribution for all teacher retirees shall not exceed $65,000.00.

Subd. 4. The maximum District contribution for individual teacher retirees shall be equal to 80% of the premium for single medical insurance applicable for each individual retiree's first year of retirement subject to Subd. 5. The contribution established for the first year of eligibility shall remain the constant maximum for each individual teacher during their period of eligibility.

Subd. 5. The actual contribution for individual teacher retirees shall be determined annually as follows:

a. If the total maximum contribution for all eligible teacher retirees does not exceed $65,000.00, then each individual retiree shall receive the maximum contribution.

b. If the total maximum contribution for all eligible teacher retirees exceeds $65,000.00, then each individual retiree shall receive a pro rata contribution which shall be determined by calculating the percent their individual maximum contribution bears to total maximum contributions. Each individual teacher retiree shall receive that percent of $65,000.00.
Subd. 6. The retiree medical insurance provisions shall apply to teachers retiring prior to July 1, 2011. Thereafter, no medical insurance contribution by the District shall be applicable to retiring teachers.

Subd. 7. Retirees acknowledge that retiree medical insurance, including District contributions and level of benefits, are subject to modification based upon future collective bargaining agreements between parties. Retirees shall be subject to modifications set forth in subsequent collective bargaining agreements.

Section 9. Eligibility: It is understood and agreed by the parties that Group Insurance, Article X, is designed for employees regularly employed at least thirty (30) hours per week, and such benefits shall not apply to employees who are regularly employed less than thirty (30) hours per week or casual employees. The leave provisions from Article XI apply pro rata to teachers regularly employed less than thirty (30) hours except for the Sabbatical Leave provision, which does not apply.

ARTICLE XI
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Ill Teacher. For teachers hired prior to the 1992-93 school year, sick leave pay shall be allowed by the District whenever the teacher’s absence is found to have been due to illness which prevented his or her attendance at school and from performance of duties on the day or days. The number of days allowed is subject to the discretion of the District, depending upon the circumstances involved, but in any event such leave shall not exceed one hundred (100) days. Illness or disability shall be limited to fifteen (15) days for any single illness or disability in a single year except when the attending physician certifies physical inability to perform the work.

Subd. 2. Care of Ill or Injured Relatives.

(a) Purpose: The purpose of this Subdivision is to implement the provisions of Minn. Stat. §181.9413 (including the definitions contained in Minn. Stat. §181.940).

(b) Eligibility: In order to be eligible for the benefits provided in this Subdivision, the teacher must perform services for the School District for at least 12 consecutive months and are .50 FTE or greater during those 12 months.

(c) Definitions:
   i. "Minor child" means a child who is under 18 years of age or under age 20 if the child is attending secondary school
   ii. "Child" includes a stepchild and a biological, adopted, or foster child.

(d) 160 Hour Provision: Up to 160 hours of accumulated sick leave per school year may be used by a teacher to provide care for the teacher’s ill or injured adult child, spouse, sibling, parent, grandparent, or stepparent for such reasonable periods of time as the teacher’s attendance may be necessary.

(e) Minor Child: A teacher may use his or her accumulated sick leave to provide care for the teacher’s ill or injured minor child for such reasonable periods of time as the teacher’s attendance may be necessary.

(f) Other: This Subdivision applies only to the teacher’s personal accumulated and unused sick leave. The same terms applying to a teacher’s use of sick leave for himself or herself in illness or injury are also applicable to this Subdivision.

Subd. 3. The District may require a teacher to furnish a medical certificate from a qualified medical practitioner as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the District.

Subd. 4. In the event that a medical certificate will be required, the teacher will be so advised.
Section 1A. Sick Leave: Teachers hired beginning with the 1992-93 school year will be governed by the following sick leave provisions:

Subd. 1. A full-time teacher shall earn sick leave at the rate of ten (10) days for each year of service of employment in the District. At the beginning of each school year, the teacher will be credited with ten (10) days sick leave on a proportionate basis to the teacher’s work year.

Subd. 2. Unused sick leave days may accumulate to a maximum of one hundred thirty (130) days of sick leave per teacher.

Subd. 3. Sick leave with pay shall be allowed whenever a teacher’s absence is found to have been due to the teacher’s illness and/or disability which prevented attendance at school and from performance of duties on that day or days. Illness or disability shall be limited to fifteen (15) days for any single illness and/or disability in a single year except when the attending physician certifies physical inability to perform the work.

Subd. 4. Care of Ill or Injured Relatives.
(g) Purpose: The purpose of this Subdivision is to implement the provisions of Minn. Stat. §181.9413 (including the definitions contained in Minn. Stat. §181.940).
(h) Eligibility: In order to be eligible for the benefits provided in this Subdivision, the teacher must perform services for the School District for at least 12 consecutive months and are .50 FTE or greater during those 12 months.
(i) Definitions:
   j. "Minor child" means a child who is under 18 years of age or under age 20 if the child is attending secondary school.
   ii. "Child" includes a stepchild and a biological, adopted, or foster child.

Subd. 5. The District may require a teacher to furnish a medical certificate from a qualified medical practitioner as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the District. In the event that a medical certificate will be required, the teacher will be so advised. Sick leave will not be granted for elective medical procedures that can be scheduled outside the regular school year.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Section 2. Funeral Leave:
Subd. 1. A teacher may be granted funeral leave for deaths or funerals in the teacher’s family pursuant to the rules of this section.

Subd. 2. Up to five (5) days per separate occurrence may be allowed if the death or funeral involves the teacher’s, or teacher’s spouse’s father, mother, sister, brother, husband, wife, son or daughter or up to three (3) days for the teacher’s, or teacher’s spouse’s grandparents or grandchildren.
Subd. 3. The specific amount of the leave allowed under this section shall be within the discretion of the District, and more or less funeral leave may be allowed than provided for in this section, depending upon the particular circumstances surrounding each case.

Subd. 4. The amount of funeral leave allowed for part-time teachers shall be pro-rated consistent with the teacher’s contracted full-time equivalent (FTE).

Section 3. Personal Leave:
Subd. 1. At the beginning of every school year, each teacher shall be credited with four (4) days of personal leave. A personal leave day may be used for any purpose at the discretion of the teacher. A teacher may accumulate unused personal leave days to a maximum accumulation of seventy-five (75) hours ten (10) days. Requests for personal leave must be made in writing to the Superintendent or designee in advance whenever possible.

At the teacher’s request, he/she may be paid at the end of a school year at the current daily rate for substitute teaching for any or all unused personal days; or any unused personal days may be transferred to a teacher’s sick leave bank.

Teachers who use or choose to cash-in hours above seventy-five (75) hours or ten (10) days will reduce their individual cap by the number of hours used or cashed in. Teachers who retain an individual cap, over and above the seventy-five (75) hour cap, will receive an additional four (4) personal days or thirty (30) hours per school year, but will not accumulate these days in excess of seventy-five (75) hours or ten (10) days or their current personal cap.

Subd. 2. The number of teachers absent on any given day pursuant to this section shall not exceed more than five (5) percent of the total teaching staff at a particular site. However, the building administrator has the discretion to exceed this number. The District is not required to grant, but may grant, personal leave during: the first five (5) student contact days of the school year, the last five (5) student contact days of the school year and scheduled parent/teacher conferences.

Subd. 3. In the event of extreme hardship due to a death or illness, a teacher may be eligible for use of personal leave days donated from fellow colleagues. To be eligible for any donated personal leave days, a teacher must have exhausted all of his/her own personal leave days and applicable sick leave and funeral leave. Teachers may donate personal leave days directly to a specific, eligible colleague in need. Teachers may also, at any time, donate personal days that will be pooled and used as needed by teachers who are eligible to draw days from the pool. The use of the pooled days will be on a first come, first serve basis for eligible teachers. At the end of each fiscal year, any remaining days will carry over to the next year’s pool. The Association will be responsible for administering the donation of personal leave days addressed in this subdivision.

Section 4. Sabbatical Leave:
Subd. 1. A sabbatical leave may be granted to teachers in the District for the purpose of professional improvement, subject to the conditions established by the written policy of the District and pursuant to Minn. Stat. §122A.49.

Subd. 2. To be eligible for sabbatical leave, a teacher must have been continuously employed at least seven (7) years in the District.

Subd. 3. The procedure of applying for sabbatical leave and determining the distribution of such leave shall be established by the Superintendent.
Subd. 4. Sabbatical leave for study shall be limited to a teacher centering his/her study in his/her area of employment in the District and shall not be used for retraining in a new area unless at the request of the District.

Subd. 5. The proposed program of study must be approved in advance by the Superintendent and the School Board.

Subd. 6. Applications for sabbatical leave shall be submitted in writing to the Superintendent between September 15th and February 1st of the preceding year. Applicants shall receive written notification on or before March 15th following application for sabbatical leave.

Subd. 7. The number of teachers on sabbatical leave shall be limited to one (1) teacher per hundred members of the faculty or major fraction thereof in any one year.

Subd. 8. The allowance granted to a teacher on sabbatical leave shall be one-half (1/2) of the basic contract salary, not including any extracurricular pay, of the teacher for the school term in which the application for sabbatical leave is made. A teacher is eligible to continue his/her group insurance benefits if permitted by the terms of the policy, including the District contribution pursuant to Article X of this Agreement, providing the teacher makes arrangements to remit to the District the teacher’s share, if any, of any premiums on such benefits, as due.

Subd. 9. A teacher receiving a sabbatical leave of absence must agree in writing to return to the District for at least two (2) years of service after completion of the sabbatical leave. A teacher who has received a sabbatical leave and fails to complete two (2) years of service with the District, for any reason other than the teacher’s incapacity to teach, shall refund those moneys received from the District for sabbatical leave, and said moneys shall be due and payable to the District forthwith upon the cessation of employment in the District.

Subd. 10. The application for a sabbatical leave shall contain a detailed description of the intended activity and expected benefit to the District, including, but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

Subd. 11. Sabbatical leave shall not exceed one (1) contract year and shall be awarded not more than once to any teacher in the District.

Subd. 12. The District reserves the right to rescind a sabbatical leave approval prior to its commencement, in the event of an emergency.

Subd. 13. Upon satisfactory completion of a sabbatical leave, the individual shall be assigned to a position commensurate with the one he/she occupied prior to the leave.

Subd. 14. If the number of requests for sabbatical leave exceeds the number to be granted by the School Board, the School Board shall have sole authority, in its discretion, to determine which teachers will be selected for sabbatical leave. In exercising its discretion, however, the School Board will give its consideration to length of service of teacher, his/her contribution to the District, and the overall needs of the educational program as determined by the District.
Section 5. Child Care Leave:

Subd. 1. A child care leave may be granted by the District subject to the provisions of this section. Child care leave may 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. If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of this Agreement during the period of physical disability. However, a teacher shall not be eligible for sick leave during the period of time covered by 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.

Subd. 2. A teacher making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave, if the leave is proposed to start at the beginning of the next school year, notice is preferred to be provided prior to February 1st. In the event of an emergency (i.e. not limited to but to include adoption, court ordered foster care placement, etc.), the District has the right to waive or adjust the prior notification requirement.

Subd. 3. The District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, (e.g. winter vacation, spring vacation, semester break or quarter break, ending of a grading period, end of the school year, or the like).

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:
   1. Grant any leave more than twelve (12) months in duration.
   2. Permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 5. A teacher returning from child care leave shall be reemployed in a position for which he or she is licensed, unless previously discharged or placed on unrequested leave. The District will retain the authority for placement; however, an effort will be made to place the returning teacher in a position comparable to the assignment prior to the child care leave.

Subd. 6. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the teacher mutually agree to an extension in the leave.

Subd. 7. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 8. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. If a teacher does not return to the District pursuant to this section, he/she may continue participation in group insurance programs pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act (C.O.B.R.A.).

Subd. 9. Child care leave under this section shall be without pay.

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Section 6. Adoption Leave:

Subd. 1. Teachers may, for the purpose of adopting a child or children, use a maximum of four (4) consecutive weeks of sick leave beginning in the days immediately before or immediately after the date of parental custody. If the adopting parents are both teachers employed by District, the total benefit provided for in this subdivision shall not exceed the benefit of one individual teacher. Written application for such leave must be submitted at least three (3) calendar months prior to the date of commencement of the leave.

Subd. 2. A leave of absence without pay for the purpose of adopting a child will be granted by the School Board for a period commencing as of the date of placement, and continuing for a period of up to twelve (12) months. Written application for such leave must be submitted at least three (3) calendar months prior to the date of commencement of the leave. Other provisions are the same as for child care leave except that, in no event, shall two members of the same family teaching in the District be granted such leave at the same time.

Section 7. Resignation Date: A teacher on leave who wishes to resign shall comply with the time lines and dates established by Minn. Stat. §122A.40.

Section 8. Probationary Teacher: If a probationary teacher is on a leave of absence for an entire school year, that school year shall not be included in fulfilling the teacher's probationary period.

Section 9. Retirement Notice:
If a teacher submits a written letter of intent to retire to the District by the February 1st prior to the retirement date, the teacher will receive a retirement bonus of $2,000 upon approval of the retirement by the School Board.

Section 10. Association Leave: At the beginning of every school year, the Association shall be credited with ten (10) days of Association leave, with pay, to be used only by teachers who are officers or agents of the Association for activities which may include:
  a) Lobbying
  b) Contract administration
  c) Professional growth
  d) Community ambassadorship
  e) Representation at state or national meetings

Leave for activities not listed above may be approved at the discretion of the Superintendent. The District and the Association will alternately pay for the cost of the substitute. The District shall pay for day one. The Association shall notify the District at least two (2) working days prior to the dates for intended use of such leave. Any Association member who holds a state or national office cannot access the above days for any of his/her duties. Under extenuating circumstances, the number of days could be increased at the discretion of the Superintendent. The substitute cost for any additional days will be paid by the Association. Any of the unused 10 days may carry over and accumulate up to a maximum of 25 days.

Section 11. Statutory Leave: A teacher making application for a 3-5 year leave pursuant to Minn. Stat. §122A.46, must make the request in writing to the Superintendent prior to February 1.

Section 12. All Approved Leaves: The School Board shall not be obligated to reinstate a teacher who takes a full-time or part-time position as a teacher in another Minnesota school district while on a leave of absence or medical leave. This provision does not apply to Unrequested Leaves of Absence under Article XII below.
Section 13. Universal Notification Date: February 1st is the universal notification date for providing written notice to the District of retirements, resignations and requests to take a leave or return from leave. This provision does not apply to Unrequested Leaves of Absence under Article XII below. See also specific leave requirements for child care leave.

ARTICLE XII
UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

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

Section 2. Definitions:

Subd. 1. For the purpose of this article, a full-time teacher shall be defined as 1.0 full time equivalent (FTE).

Subd. 2. “Qualified” shall mean a teacher who is licensed to teach full-time in the subject matter category and has successfully taught such subject matter category for one (1) semester within the District, or as a tenured teacher in that subject matter in another district.

Subd. 3. “Subject Matter” shall mean such categories as are determined by the State of Minnesota for licensure purposes.

Subd. 4. In determining seniority, such term shall mean the number of days of continuous service of the regular school year (excluding summer sessions, extended employment, etc.) by a continuing contract teacher, commencing with the time stamping of the initial contract in the District and shall exclude probationary teachers and those teachers who are acting incumbents for teachers on authorized military or other similar leave of absence.

In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to Minn. Stat. §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.

Section 3. Unrequested Leave of Absence:

Subd. 1. The District may place on unrequested leave of absence for a period not exceeding two (2) calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the District.

Subd. 2. Teachers placed on such leave shall receive notice pursuant to Minn. Stat. §122A.40.

Subd. 3. Teachers placed on unrequested leave shall be done in inverse order of seniority in the field and subject matter employed in positions covered by this Agreement. 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. 4.** The provision herein shall not apply if it will result in any violation of the District's affirmative action program, which shall include ethnic, race, color or sex; and any teacher employed in an affirmative action program may be retained in the seniority unit in the same field or subject matter of a teacher with greater seniority if it is necessary to effectuate the purposes of such affirmative action program.

**Subd. 5.** Seniority List: The District shall prepare from its records a seniority list, in order of seniority date, which shall contain the seniority date, name and area(s) of licensure for each teacher. Teachers with identical seniority dates prior to October 1, 1975, will be listed on the basis of which teacher has the lowest teaching certificate file folder number, with greatest seniority given to the teacher with the lowest file folder number. Effective October 1, 1975, all signed individual contracts will be time stamped upon receipt by the District, and teachers with identical seniority dates subsequent to September 30, 1975, will be listed on the seniority list in order in which their signed contracts were received.

**Subd. 6.** If, after a complete review of qualified personnel, teacher reduction based on seniority would result in the total discontinuance of any curricular or extracurricular program, the teacher employed therein shall not be placed on leave, and the next senior teacher shall be placed on such leave.

**Subd. 7.** 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 the 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.

**Subd. 8.** Any teacher placed on unrequested leave of absence shall remain eligible for group insurance benefits at the teacher's expense for the duration of the leave. A teacher electing to continue group insurance benefits must arrange for the repayment of premiums through the District Office on a quarterly, semi-annual or annual basis.

**Section 4. Reinstatement:**

**Subd. 1.** No new teacher shall be employed by the District while any qualified teacher is on unrequested leave of absence in the same field and subject matter in positions covered by this Agreement. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position covered by this Agreement, in the fields in which they are qualified, as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on requested leave.

**Subd. 2.** When placed on unrequested leave, a teacher shall file his/her name and address with the District Office to which any notice of reinstatement or availability of position shall be mailed by registered mail. Proof of service by the person in the District depositing 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 District if any notice has been mailed as provided herein.

Notice of available positions and reinstatement will also be provided to the local Association at the same time the notice is given to the teachers on unrequested leave.
Subd. 3. If a position becomes available for a qualified teacher on unrequested leave, the District shall notify by registered mail such teacher, who shall have fourteen (14) days from the date of such notice to accept the reemployment. Notwithstanding the fourteen (14) calendar days' notice provided herein, it is understood and agreed by the parties that a teacher shall respond by registered notice within seventy-two (72) hours of actual receipt of notice of the availability of a position, excluding weekends and regular holidays. Failure to reply in writing within such time periods shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement rights shall automatically cease two (2) years from the date unrequested leave was commenced, and no further rights of employment or reinstatement shall exist unless extended by written mutual consent with an individual qualified teacher.

Section 5. Establishment of Seniority List:
Subd. 1. The District shall cause seniority lists to be prepared from its records according to Section 3, Subd. 5. It shall thereupon post such list in an official place in each school building of the District and provide a list to the Association by January 25th of each school year.

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the School Board and the order of seniority in said list shall have ten (10) working days from the date of posting to supply written documentation proof and request for seniority change to the District.

Subd. 3. Termination of Rights: A teacher's seniority rights, unrequested leave of absence, and recall rights, if any, shall terminate upon the earliest of the following events:
   a) Resignation
   b) Retirement
   c) Discharge or termination of contract
   d) Failure to give written notification to the District accepting recall within fourteen (14) calendar days after the date of mailing of notice of recall
   e) Failure to return at the expiration of leave of absence
   f) The expiration of two (2) years from the effective date of an unrequested leave of absence without recall.

Subd. 4. A teacher who once had seniority rights to a full-time position shall retain such rights when going to a part-time position, unless the parties have agreed otherwise in writing.

Section 6. Realignment: Nothing in this article shall require the District to reassign a senior teacher to a different subject matter category to accommodate the seniority claims of a junior teacher, nor shall it require the District to assign a senior teacher to a substantially different grade level assignment to accommodate the seniority claims of a junior teacher.

Section 7. Effect: This article shall be effective at the beginning of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other certified employee not covered by the Master Agreement affecting such certified employee.
ARTICLE XIII
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 District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

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 on the party's behalf.

Section 3. Definitions and Interpretations:
   Subd. 1. Extension: Time limits specified in this Master Agreement may be extended by mutual agreement.

   Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days, excluding Saturdays, Sundays and legal holidays.

   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.

   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.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School Board's designee.

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

   Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within seven (7) 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 seven (7) 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 meet regarding the grievance within ten (10) days after receipt of the appeal. Within seven (7) 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 seven (7) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision, in writing, to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6, School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to affirm, reverse or modify such decision. Time limits for hearing and decision shall be the same as provided in Section 5. Subd. 3. of this article, and an appeal can be taken directly to arbitration within the same time limits as provided in Section 8. Subd. 1 of this article.

Section 7, 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 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 a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3, Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services (B.M.S.) to appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within fifteen (15) days after request for arbitration. The request shall ask that the appointment be made within twenty (20) days after the receipt of said request. Failure to agree upon an arbitrator from the B.M.S. within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4, Submission of Grievance Information:
  a) Upon appointment of the arbitrator, the appealing party shall, within seven (7) days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance, which shall include the following:
    (1) The issues involved
    (2) Statement of facts
    (3) Position of the grievant
    (4) The written documents relating to Article XIII, Section 5, of the grievance procedure.

  b) The School Board may make a similar submission of information relating to the grievance, either before or at the time of the hearing.

22.
Subd. 5. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be
represented by such person or persons as they may choose and designate, and the parties
shall have the right to a hearing, at which time both parties will have the opportunity to
submit evidence, offer testimony, and make oral or written arguments relating to the issues
before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days
after the close of the hearing. Decisions by the arbitrator in cases properly before him/her
shall be final and binding upon the parties, subject, however, to the limitations of arbitration
decisions as provided by in the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration,
including expenses relating to the party’s representatives, witnesses, and any other expenses
which the party incurs in connection with presenting its case in arbitration. A transcript or
recording shall be made of the hearing at the request of either party. The parties shall share
equally fees and expenses of the arbitrator, the cost of the transcript or recording, if
requested by either or both parties, and any other expenses which the parties mutually agree
are necessary for the conduct of the arbitration.

Subd. 8. 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.

ARTICLE XIV
EARLY CHILDHOOD FAMILY EDUCATION AND ADULT BASIC EDUCATION TEACHERS

Section 1. Definition and Eligibility: This article shall apply to all Early Childhood Family
Education (ECFE) and Adult Basic Education (ABE) teachers who meet the definition of a teacher
provided for in Article III. Section 2. of this Agreement.

Section 2. Statutory Considerations: Pursuant to Minn. Stat. §122A.26, an ECFE teacher who
teaches in an early childhood and family education program, which is offered through a community
education program which qualifies for community education aid or ECFE aid, must meet licensure
requirements as a teacher. However, Minn. Stat. §122A.26, specifically provides that such licensure
shall not be construed to bring such an ECFE teacher within the definition of a teacher for purposes
of Minn. Stat. §122A.40, Subd. 1. An ABE teacher is not included in the definition of a teacher for
purposes of Minn. Stat. §122A.40, Subd. 1.

Section 3. Salary: The salaries reflected in Schedule D-1 attached hereto shall be a part of the
Agreement for the FY 2017-2018 contract year. The salaries reflected in Schedule D-2 attached
hereto shall be a part of the Agreement for the FY 2018-2019 contract year. Schedule D-1 and
Schedule D-2 are for ABE/ECFE instructors and coordinators for which a license is required. ECFE
and ABE teachers shall not be entitled to compensation on the A, B, or C salary schedule as they
relate to ABE or ECFE teaching positions.

Subd. 1. To receive a year of credit for experience an ABE/ECFE teacher must be on duty at
least 975 hours and have performed satisfactorily. An ABE/ECFE teacher who does not meet
the 975 annual hour requirement may advance one (1) step on Salary Schedule D upon
accumulation of 975 hours in consecutive years. The step change will begin at the beginning
of the subsequent fiscal year after the criterion is met.
Section 4. Probationary Period: The probationary period of ECFE and ABE teachers shall be three (3) school years of continuous service. During the probationary period, the District may non-renew the contract of any ECFE teacher as it sees fit, and the teacher shall not have access to the grievance procedure to challenge said non-renewal.

Section 5. Seniority: Separate seniority lists for all ECFE and ABE teachers shall be established. ABE and ECFE teachers shall earn seniority in the District from their original date of employment in an adult basic education or early childhood position. For the purposes of layoff and recall, seniority rights may only be exercised within the particular categories, namely ECFE teachers and ABE teachers. A teacher in one of these two categories shall have no seniority rights in the other category.

Section 6. Applicable Articles and Sections of the Master Agreement: ECFE and ABE teachers shall be covered by the following sections of the Master Agreement:

- Article I, Purpose
- Article II, Recognition of Exclusive Representation
- Article III, Definitions
- Article IV, District Rights
- Article V, Teacher Rights
- Article VIII, Rates of Pay, Sections 2, 3 Subd. 1-6, 8, 5 & 6
- Article IX, Extra Compensation, Sections 1-4
- Article X, Group Insurance
- Article XI, Leaves of Absence
- Article XIII, Grievance Procedures
- Article XV, Miscellaneous
- Article XVI, Duration.

Section 7. Articles and Sections of the Master Agreement Not Applicable: ECFE and ABE teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed continuing contract teachers:

- Article VI, Length of the School Year
- Article VII, Hours of Service
- Article VIII, Rates of Pay, Sections 1, 3 Subd. 7 & 9, 4
- Article IX, Extra Compensation, Sections 5 & 6
- Article XII, Unrequested Leave of Absence and Seniority Agreement.

Section 8. Hours of Service, Duty Day, Duty Week and Duty Year: Recognizing the unique, changing and irregular nature of the ECFE and ABE program, hours of service, duty day, duty week and duty year shall be as assigned by the District and modified from time to time based upon the needs of the program as recommended by the Community Education Advisory Council.

ARTICLE XV
MISCELLANEOUS

Section 1. New Teachers: A new teacher's commencement of service in the District is contingent upon prior medical certification of satisfactory health. Such physical examination shall be at the teacher's expense and shall be reported on appropriate forms provided through the Office of the Superintendent.

Section 2. Physical or Mental Health: Any teacher whose condition of physical or mental health is thought to be imimical to the welfare of pupils or other employees may be required to undergo a health examination by a licensed physician at the expense of the District pursuant to Minn. Sat. §122A.40, Subd. 12.
Section 3. Payroll Deduction: Whenever payroll deduction is necessary for absence without leave, 1/183 of the annual salary shall be deducted for each day's absence for the 2017-2018 and 2018-2019 school year.

Section 4. Communicasting: Assignment to teach classes utilizing two-way interactive cable television shall be mutually agreed upon between the teacher and the District for the 2017-2018 and 2018-2019 school years. The supervision and evaluation of teachers who teach on the system shall be done by the home site district. Ultimate responsibility for student discipline at the remote site(s) shall be the responsibility of that district.

Section 5. Deductions for Federal Political Action Committee (NEA): Upon receipt of a properly executed authorization card of 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 contributors, on a monthly basis to the Education Minnesota.

ARTICLE XVI
DURATION

Section 1. Terms and Reopening Negotiations: The Agreement shall remain in full force and effect for a period commencing on July 1, 2017 through June 30, 2019 and thereafter as provided by P.E.L.R.A.

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

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed to by the parties. However, teacher compensation and fringe benefits shall not be negotiated during the term of this Agreement in accordance with Minn. Stat. § 179A.20, Subd. 3.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any 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 Agreement as follows:

FOR: Education Minnesota Cambridge-Isanti
    P.O. Box 288
    Cambridge, Minnesota 55008

Co-President

Co-President

Lead Teacher Negotiator

Dated this _____ day of
October ________ 2017

Notices should be sent to
the address listed above.

FOR: Independent School District No. 911
    625A Main St N
    Cambridge, Minnesota 55008

Chair

Clerk

Lead Board Negotiator

Dated this _____ day of
November ________ 2017

Notices should be sent to
the address listed above.
## SALARY SCHEDULE A-1
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(1 Semester credit – 1.5 quarter credits)
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**Boys**
- **Head** Football
- Basketball
- Wrestling
- Hockey

**Girls**
- **Head** Basketball
- Gymnastics

**Music/Choir**
- Jazz
- Head
- Link

### Drama
- Advisor: Grade 10
- Director: Middle Level

### Yearbook
- Advisor: Grade 9
- Grade 8
- Grade 7
- Grade 6

### Marching Band Director
- Advisor: Grade 9
- Grade 8
- Grade 7
- Grade 6

### Science
- Advisor: Grade 9
- Grade 8
- Grade 7
- Grade 6

### Health
- Advisor: Grade 9
- Grade 8
- Grade 7
- Grade 6

### Math
- Advisor: Grade 9
- Grade 8
- Grade 7
- Grade 6

### Speech
- Advisor: Grade 11
- Middle Level

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**Boys Head**
- Football
- Basketball
- Wrestling
- Hockey

**Girls Head**
- Basketball
- Gymnastics

**Boys Assistant**
- Football
- Basketball
- Wrestling
- Swimming
- Hockey

**Girls Assistant**
- Swimming
- Basketball
- Gymnastics

**Boys Asst. Baseball**
- Track
- Soccer
- Golf
- Tennis

**Boys Asst. Baseball**
- Track
- Soccer
- Golf
- Tennis

**FLA**
- BPA
- DECA
- HOSA

**Boys 7th/8th Wrestling Swimming baseball**

**Advisor Grade 10**

**Drama Director Middle Level**

**Girls Head**
- Swimming
- Softball
- Volleyball
- Track
- Soccer
- Golf
- Tennis

**Girls Assistant**
- Volleyball
- Track
- Soccer
- Golf
- Tennis

**Advisor AFS**
- Boys 9th Base
- All
- Girls 9th
- Volleyball
- Softball

**Assistant Robotics**

**Girls 7/8 Softball Volleyball Swimming Gymnastics**
- Track
- Golf
- Soccer
- Tennis

**Mock Trial**

**Advisor Grade 9**
- Grade 8
- Grade 7

**Stage Craft Middle Level**

**Yearbook**
- Advisor
- Musical

**Jazz Ensemble**

**Jazz Choir**

**Robots**

**Drama 1 Act Play**
- Girls 7th/8th Basketball

**Asst. Marching Band Dir.**

**Drama Variety**

**Boys/Girls Head Cross Country**
- Head Link Crew

**Head Dance Team**

**Advisor 12th grade HS Student Council**

**Usher’s Club**

**WEB Leader**

**Boys/Girls 7th/8th Cross Country**

**HS Math League**

**Advisor FLA Model UN**

**Boys/Girls Asst. Cross Country**

**Middle School Student Council**

**Advisor Grade 11**

**Speech Middle Level**

30.
### ADDITIONAL PROFESSIONAL TEACHING & LEARNING PAY SCHEDULE

**SCHEDULE C**

**2017-2019**

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*The service rate is applicable for various professional services including: Special Education paperwork nights, up to 4 hours per night and up to three times per year; it also includes staff training, curriculum development and other miscellaneous service. This replaces former curriculum rate.

**Schedule C Definitions:**

1. District committees paid under an hourly service rate include, but are not limited to, recertification committee, District leadership and writing and grant writing. The service rate will be paid when District committees meet in the summer, evenings or weekends.

2. A task force includes a charge, a purpose and a time line and is established to meet up to one year for the purpose of solving problems that are issues of concern for the District. Task force participation is voluntary and not compensated.

3. District Advisory Councils and Committees involving parents, community members, teachers and administrators will be considered a voluntary professional service, (e.g., District System Accountability, Gifted Education Advisory Council).

4. All committees and assignments at the building level will be voluntary and uncompensated. An honest attempt will be made to meet the commitments within the contract day.
ADULT BASIC EDUCATION/EARLY CHILDHOOD FAMILY EDUCATION TEACHERS

**SCHEDULE D-1**

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**SCHEDULE D-2**

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GRIEVANCE REPORT FORM

GRIEVANCE # ____________________________

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DISTRIBUTION FORM
1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in duplicate

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STEP 1.

A. DATE CAUSE OF GRIEVANCE OCCURRED ____________________________

B. 1. STATEMENT OF GRIEVANCE ___________________________________

2. SPECIFIC PROVISION(S) OF AGREEMENT ALLEGEDLY VIOLATED: __________

3. RELIEF SOUGHT: ____________________________________________

SIGNATURE: ____________________________ DATE: ________________

C. DISPOSITION BY PRINCIPAL: __________________________________

SIGNATURE OF PRINCIPAL: ____________________________ DATE: ________________

D. POSITION OF GRIEVANT(S) AND/OR ASSOCIATION: ________________

SIGNATURE: ____________________________ DATE: ________________

STEP II.

A. DATE RECEIVED BY SUPERINTENDENT OR DESIGNEE: ________________

B. DISPOSITION OF SUPERINTENDENT OR DESIGNEE: _______________________

SIGNATURE: ____________________________ DATE: ________________

C. POSITION OF GRIEVANT(S) AND/OR ASSOCIATION: ________________

SIGNATURE: ____________________________ DATE: ________________

33.
STEP III.

A. DATE RECEIVED BY SCHOOL BOARD OR DESIGNEE: ______________________________________

B. DISPOSITION BY BOARD: ____________________________________________________________

SIGNATURE: ______________________________________ DATE: ____________________________

C. POSITION OF GRIEVANT(S) AND/OR ASSOCIATION: ______________________________________

SIGNATURE: ______________________________________ DATE: ____________________________

STEP IV.

DATE SUBMITTED TO ARBITRATION: ______________________________________________________

SIGNATURE OF ARBITRATOR: __________________________ DATE: ____________________________

DATE OF DECISION: ____________________________________________________________________
LETTER OF AGREEMENT

This Letter of Agreement is entered into between Independent School District No. 911, Cambridge-Isanti ("District") and Education Minnesota Cambridge-Isanti ("EMC-I"), the parties hereby agree to that the District and EMC-I will convene a taskforce consisting of eight members, four EMC-I members and four District representatives, to be identified by each side by December 1, 2017, to study and review the current structure of the coaching and advisory assignments in an effort to:

1. Update the current list of co-curricular assignments;
2. Ensure points assigned to positions accurately reflect the responsibilities and time for each position;
3. Establish guidelines regarding participant to coach/advisory ratios for co-curricular activities;
4. Establish minimum requirements to feasibly initiate or continue an activity.

The findings of the committee will be provided to the District and EMC-I by December 1, 2018. Consideration of the recommendations and the implementation of such, will be mutually agreed upon.

EDUCATION MINNESOTA CAMBRIDGE-ISANTI

By ____________________________ Date: 10-20-17
Lead Negotiator

By ____________________________ Date: 10-23-17
Its Co-President

By ____________________________ Date: 10-24-17
Its Co-President

INDEPENDENT SCHOOL DISTRICT NO. 911, CAMBRIDGE-ISANTI

By ____________________________ Date: 11/2/17
Lead Negotiator

By ____________________________ Date: 11/2/17
School Board Chair

By ____________________________ Date: 11/3/17
School Board Clerk