



**Teacher Specialist
Collective Bargaining Agreement**

Between

**Bemidji Regional Interdistrict Council
No. 998
Bemidji, Minnesota**

and the

**Bemidji Regional Interdistrict Council
Education Association**

July 1, 2017, through June 30, 2019

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ARTICLE I PURPOSE

This Agreement is entered into between the Executive Board of the Bemidji Regional Interdistrict Council, hereinafter referred to as "BRIC", and the Bemidji Regional Interdistrict Council Education Association, hereinafter referred to as "BRIC EA", pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as "PELRA", to provide the terms and conditions of employment for Teacher Specialists for the duration of this Agreement.

ARTICLE II RECOGNITION

Section 1. Rights and Duties: BRIC recognizes BRIC EA as the exclusive representative of Teacher Specialists employed by BRIC, which BRIC EA shall have those rights and duties stated in the Agreement.

Section 2. Appropriate Unit: BRIC EA shall represent only that unit consisting of BRIC's Teacher Specialists as defined in this Agreement.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term "terms and condition of employment," means the hours of employment, the compensation therefor, including fringe benefits except retirement contributions or benefits other than BRIC payment of, or contributions to, premiums for group insurance coverage for retired Teacher Specialists or severance pay, and BRIC's personnel policies affecting the working conditions of the Teacher Specialists. The term does not mean educational policies of BRIC. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Teacher Specialist: The term "Teacher Specialist," shall mean all persons in the appropriate unit employed by BRIC in a position for which the person must be licensed by the State of Minnesota.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV BRIC RIGHTS

Section 1. Management Prerogatives: BRIC EA recognizes the right and prerogative of BRIC within its legal limitations and pursuant to its primary obligation to provide educational opportunity for students of the BRIC.

**ARTICLE V
TEACHER SPECIALIST RIGHTS**

Section 1. Request for Dues Check off: Teacher Specialists shall have such right as may be required by PELRA. The right to dues check off will arise upon receipt by BRIC of a duly executed authorization card of the Teacher Specialists involved specifying that the Teacher Specialists has agreed to pay such dues to the Teacher Specialist organization or organizations and check-off shall be effective only during the period provided in said authorization. BRIC's obligation under this section shall be limited to the writing of a single draft to the local chapter only of each Teacher Specialist organization for which check off has been requested, which draft may combine the dues owed to that organization by each Teacher Specialist who has requested check off to that organization during the payroll period for which the check off is requested. All deductions shall be for a full year's dues, payable in 17 equal installments, beginning in September and ending in May of each year.

Section 2. Fair Share Fee: Effective January 1, 1975, in accordance with PELRA, any Teacher Specialist in the appropriate unit on or after January 1, 1975, who is not a member of BRIC EA may be required by BRIC EA to contribute a fair share fee for services rendered by BRIC EA. BRIC EA's right so to require shall not exceed the right provided by PELRA, and BRIC's obligation so to deduct shall not exceed the obligation provided by PELRA. If BRIC EA gives BRIC written notice of the names of the Teacher Specialists of whom it requires a fair share fee, BRIC shall be obligated to check-off such fee from earnings of such Teacher Specialists and transmit it to BRIC EA. The first deduction for any Teacher Specialists shall be due with respect to the first check for that Teacher Specialist issued on or after the 20th day following the notice. Such notice shall be in writing and shall be delivered to BRIC at its administrative offices. Any dispute by a Teacher Specialists as to the amount of the fair share fee shall be resolved by the Teacher Specialists and BRIC EA and shall not be subject to grievance under this Agreement.

BRIC EA hereby warrants and covenants that it will defend, indemnify, and save BRIC and all members of its executive board and all its administrators harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated, or unliquidated which any person may have or claim to have now or in the future arising out of or by reason of the deduction of the fair share fee specified in this Agreement, including payment of attorney's fees incurred in such defense whether or not a legal action is commenced. BRIC EA may select the attorney to defend BRIC from claims regarding fair share fees.

Section 3. Personnel Files: To the extent required by Minnesota Statutes, 122A.40, subd. 9, all evaluations and files generated within BRIC relating to each individual Teacher Specialist shall be available to the Teacher Specialist pursuant to a schedule established by BRIC during the regular school business hours or as scheduled by the Executive Director. The Teacher Specialist may reproduce the contents of the file at the Teacher Specialist's own expense and may submit for inclusion in the file, written information in response to any material contained in the file. BRIC retains the right provided by law to destroy files.

Section 4. Right to Information: BRIC EA has rights to the budget, revenue, and financial information.

Section 5. Sexual Harassment: Sexual harassment is a form of sex discrimination which violates Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, et seq., and Minnesota Statutes 363.01-.14, the Minnesota Human Rights Act. Sexual violence is a physical act of aggression that includes a sexual act or sexual purpose. The policy of BRIC is to maintain a learning and working environment that is free from sexual harassment and sexual violence. BRIC prohibits any form of sexual harassment and sexual violence.

Section 6. Preparation Time: Teacher Specialists are entitled to a preparation time during the student contact day as per Minnesota Statute 122A.50. Teacher Specialists are encouraged to schedule daily, consistent with their individual local district policy, a preparation time period during student contact days.

Section 7. Duty Free Lunch Time: Teacher Specialists are entitled to a duty free lunch time period during the student contact day as per Minnesota Statute 122A.51. Teacher Specialists are encouraged to schedule, consistent with their local individual district policy, a duty-free lunch time period during the student contact days.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay: Appendix C, shall be a part of this Agreement. It is effective August 16 of the adopted school year 2017-18. Teacher Specialists who have completed Step 11 prior to a contract year shall receive a career increment of \$2,000 that contract year and a career increment of \$2,575 beginning the next contract year.

Section 2. Lane Placement on Salary Schedule: As of August 16, 1983, Teacher Specialists will be placed on the salary guide according to their previously accepted years as decided by the BRIC Executive Board, and/or modifications resulting from additional accrued credits.

Subdivision 1 Germane: Credits which will be used for advancement on the salary guide will receive prior written approval from the Executive Director of Special Education. The request shall be submitted in written form. Those credits must be found to be germane to the Teacher Specialist's area of BRIC responsibility, as determined by the Executive Director. All courses must be graduate level courses, except that undergraduate work may be specifically approved by the Executive Board. All courses must receive a grade equivalent of "B" or higher and/or a pass in a pass/fail course in order to receive credit on the salary schedule. No more than 5 credits may be taken for a pass/fail grade in any lane change.

Subdivision 2. Effective date: Individual contracts will be modified to reflect qualified lane changes 3 times every year effective at the beginning of the school year, January 1st, and March 1st, provided a transcript of qualified credits is submitted to the Executive Director's office no later than September 15th, January 15th, or March 15th. Credits submitted by transcript after each date, even though otherwise qualifying shall not be considered until the following approved date. If a transcript is not available by September 15th, January 15th, or March 15th, other satisfactory evidence as determined by the Executive Director of successful completion of the course will be accepted pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received.

Section 3. Newly Hired Teacher Specialists: A new Teacher Specialist will be given credit on the salary schedule for previous experience and education as agreed upon by BRIC and the Teacher Specialist. Placement on the schedule as determined by BRIC and the Teacher Specialist will be reviewed for accuracy by BRIC EA.

Subdivision 1. Credits: To receive credit for 1 year of experience, a Teacher Specialist must have been employed in paid activities germane to the position for which the Teacher Specialist is being hired and have been employed a minimum of 3/4 of the days of the current BRIC contract year.

A new Teacher Specialist with 5 years of experience may receive up to the full 5 years of credit on the salary schedule. A new Teacher Specialist with 6, 7, or 8 years of experience may receive up to 6 years of credit on the salary schedule. A new Teacher Specialist with 9, 10, or 11 years may receive up to 7 years of credit on the salary schedule. A new Teacher Specialist with 12, 13, or 14 years may receive up to the 8th step on the salary schedule.

Subdivision 2. Advancement: A Teacher Specialist working more than half time or 92 days will receive full step advancement.

Section 4. Salary Payments: Teacher Specialists shall be paid on the 15th and the last day of the month. If the pay day falls on a weekend or a holiday, payment will be made on the last working day prior to the designated pay day.

Section 5. Part-Time Teacher Specialists: Annual contract salary for a part-time Teacher Specialist shall be determined by establishing the step and lane on the salary schedule at which the prospective Teacher Specialist would be paid on a full-time basis as stated in this article.

Subdivision 1. Formula: Multiply that figure by the fractional part of a work day for which the Teacher Specialist is to be hired, (example - $3/7 \times 15,750 = 6,750$).

Subdivision 2. Formula: Determine the daily rate of pay at the above figure on the salary schedule and multiply that rate by the number of contract days (88) for which the Teacher Specialist is to be hired, (example - $15,750/182 \times 88 = 7,615.38$).

Subdivision 3. Advancement: Any Teacher Specialist considered full time as stated in Section 1 above shall advance annually 1 step on the salary schedule. Any Teacher Specialist employed more than 1/2 time will advance 1 step on the salary schedule for each year of employment. Any staff member employed 1/2 time or less will advance 1 step on the salary schedule for each 2 years of employment.

Section 6. Non-Students Contract Instructional Services Pay: Pay for such activities as in-service training, curriculum development or other non-regular BRIC contracted service days or non-extracurricular assignments for Teacher Specialists, will be at the rate commensurate with the per hour rate of the district of assignment or \$25.00 per hour where such a rate is not determined. Prior approval by BRIC Coordinator and/or Executive Director is required.

**ARTICLE VII
REIMBURSABLE EXPENSES**

Teacher Specialists required to use their own automobiles to perform their duties shall be reimbursed by BRIC for such use. The rate of reimbursement will be the same as the prevailing Internal Revenue standard mileage rate. Reimbursement will be computed from the school district where the Teacher Specialist begins the workday to and from any work related destinations.

**ARTICLE VIII
GROUP INSURANCE**

Section 1. Selection: BRIC shall offer group health insurance to eligible teachers. The selection of the insurance carrier and policy shall be made by BRIC as provided by law.

Section 2. Health Coverage:

Subdivision 1. Single Coverage: For all eligible full time teachers electing single coverage, BRIC shall contribute \$600.00 per month towards the premium costs.

Subdivision 2. Single Plus 1 and Family Coverage: For all full time teachers electing single plus 1 or family coverage, BRIC will contribute \$1,086.90 per month towards the premium costs.

Subdivision 3. Health Savings Account: If enrolled in the BRIC PEIP high deductible plan, the difference between the monthly premium and BRIC's contribution may be deposited into the BRIC Health Savings Account plan.

**ARTICLE IX
LEAVES OF ABSENCE WITH PAY**

Section 1. Sick Leave:

Subdivision 1. Earning: At the beginning of each contract year BRIC shall credit a specified number of sick leave days to each Teacher Specialist. A first-year full-time Teacher Specialist shall receive 20 days of sick leave; thereafter, the number of sick leave days credited shall be 13 for each year of employment as a Teacher Specialist by BRIC. Earning of sick leave for part time Teacher Specialists and Teacher Specialists hired during the school year shall be prorated based on the percentage of the school year worked.

Subdivision 2. Accumulation: Unused sick leave may accumulate to a maximum of 120 days of sick leave per Teacher Specialist.

Subdivision 3. Use: Sick leave with pay shall be allowed whenever a Teacher Specialist's absence is found to have been due to the Teacher Specialist's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Pursuant to M.S. 181.9413, a Teacher Specialist may use his/her accumulated sick leave for absences due to an illness or injury to the employee's

child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, grandparent-in-law or step parent, spousal stepparent, step-sibling and step grandparent for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury and the school board limits use as permissible.

(a.)"child" includes a stepchild and a biological, adopted, and/or foster child.

(b.)"grandchild" includes a step-grandchild, and a biological, adopted, and/or foster grandchild.

Subdivision 4. Medical Certificate: The School District may require a Teacher Specialist to furnish a medical certificate from a qualified physician as evidence of any illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a Teacher Specialist for sick leave is reserved to the School District. In the event that a medical certificate will be required, the Teacher Specialist will be so advised.

Subdivision 5. Deduction: Sick leave allowed shall be deducted from the accumulated sick-leave days earned by the Teacher Specialist. During September of each year BRIC will provide the Teacher Specialists a written statement of the number of accumulated sick leave days credited to that Teacher Specialist as of the preceding July 1. Unless a question is raised, the Teacher Specialist and the BRIC EA shall be deemed to have agreed that the number of days stated by BRIC is correct.

Subdivision 6. Approval: Sick leave pay shall be approved only upon the Teacher Specialist's submission of a signed request upon the authorized sick leave pay request form available on the BRIC website.

Subdivision 7. Elective Procedures: Elective medical procedures and hospitalization for a Teacher Specialist or member of his/her household shall be scheduled during non-working days when possible.

Subdivision 8. Summer Work Sick Leave: A Teacher Specialist working during the summer may use accumulated sick leave upon the same conditions as during the regular contract year. However, no additional leave shall be earned.

Section 1-A. Sick Leave Bank: The intent of the leave bank is to provide professional and personal support to Teacher Specialists facing hardship due to personal extended illness and/or disability.

Subdivision 1. Leave Bank Requirements: A voluntary leave bank shall be established and is expressly intended to be used by any Teacher Specialist who has elected to participate in the bank and who is physically incapable of performing his/her duties due to accident or serious illness after he/she has used his/her personally accumulated sick leave. The leave bank is not intended for any other type of leave provided for in the Agreement. All deductions from the leave bank will be made only for sick leave days approved by the BRIC Executive Director.

Subdivision 2. Participation: Membership or participation in the leave bank is open to all BRIC EM members. Written notification of desire to participate is required by September 30th each school year and will be kept on file at the BRIC office. Members may participate by contributing sick leave days from their accumulated sick leave. BRIC EM members who withdraw from membership in the leave bank forfeit all previously-deposited days.

Subdivision 3. Deposits: Participating leave bank members will deposit 2 days in the leave bank. A minimum of 20 days deposited is required for the leave bank to be in existence for each school year. Leave bank deposits are not accumulative from year to year.

Subdivision 4. Withdrawals: Participating Teacher Specialists may apply to the leave bank Committee after they have exhausted their accumulated leave days and taken 2 unpaid leave days as a result. Teacher Specialists applying must medically verify the personal incapacity due to serious illness or accident. Teacher Specialists are not eligible for the leave bank withdrawal if they qualify for long-term disability, workers' compensation or other disability, or loss of income insurance. A maximum allowance of 10 days total withdrawal from the leave bank for the year identified in this article shall be allowed for any one Teacher Specialist.

Subdivision 5. Leave Bank Committee: A Leave Bank Committee shall be established each school year the leave bank is active and shall consist of 3 members of BRIC EA elected/designated or appointed to the Committee by BRIC EA. The Committee's duties shall include but not be limited to:

1. Provide written notification to Teacher Specialist of deadline to participate in the leave bank
2. Generate a list of Teacher Specialist requesting participation in the leave bank to the BRIC Executive Director by October 15th of each year
3. Review leave bank requests and forward recommendations to the Executive Director for approval.

Decisions of the Leave Bank Committee are not subject to the grievance procedure.

Section 2. Bereavement: With the approval of the Director, up to 3 days of bereavement for local and up to 5 days of bereavement for out-of-town funerals may be allowed, for the death in a full-time Teacher Specialist's immediate family. "Immediate family" is defined as the Teacher Specialist's spouse, child, parent, sibling or other relative by blood or marriage within the second degree. Leave to attend the funeral of foster children and stepparents shall be allowed under this leave. Leave granted for bereavement days taken to attend a funeral of family members who are related by blood or marriage within the third degree shall be deducted from the Teacher Specialist's accumulated sick leave.

Section 3. Jury Service: A Teacher Specialist who serves on jury duty or is subpoenaed for educational purpose shall be granted the day or days 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 BRIC.

Section 4. Personal Leave: Upon 3 days' prior notice (except in emergency) a Teacher Specialist will be granted 3 days of personal leave which will be deducted from his/her sick leave accumulation. Each year, two of the days, if not used for any purpose, shall accumulate. For employees hired prior to August 15, 2015 personal leave may not accumulate to more than 10 days. For employees hired on or after September 1, 2015 personal leave may not accumulate to more than 5 days.

Section 5. Association Leave: At the beginning of every 2-year Agreement, BRIC EA shall be credited 17 days to be used by Teacher Specialists who are members of a BRIC EA committee during the two year period for purposes of performing duties of the bargaining unit. BRIC EA agrees to notify the BRIC at least 48 hours prior to the dates for the intended use of said leave. The BRIC agrees to pay for the cost of any substitutes involved.

Section 6. Maintenance of Benefits. (LOA with pay): Under this section all accrued benefits shall be maintained at their current level (with the exception of decreasing sick leave where applicable) as prior to the leave of absence (i.e. seniority, tenure, or probationary status) unless otherwise stated in this Agreement.

Section 7. Accrue ment of Benefits: (LOA with pay): A Teacher Specialist on leave pursuant to this article shall continue to accumulate benefits at the same rate as though working unless otherwise stated within this Agreement. The period of time when a Teacher Specialist is on a leave of absence shall not be counted in determining the completion of the probationary status.

Section 8. Non-Return Following LOA: Failure of the Teacher Specialist to return, pursuant to the date determined in this section, may constitute sufficient grounds for termination of his/her employment without notice or hearing and provisions of law are hereby waived.

Section 9. Extension: Application to extend a leave of absence with pay must be made and approved by the BRIC Board prior to extending a leave.

Section 10. Part-time Teacher Specialist: A part-time Teacher Specialist shall be entitled to an exact percentage (pro rata basis) of all leaves accorded a full-time Teacher Specialist.

ARTICLE X LEAVES OF ABSENCE WITHOUT PAY

Section 1. Child Care Leave:

Subdivision 1. Use: A child care leave may be granted by BRIC, subject to the provisions of this section, to 1 parent of a "minor" child, provided such parent is caring for the child on a full time basis.

Subdivision 2. Request: A Teacher Specialist making application for child care leave shall inform the Executive Director in writing of intention to take the leave with prior reasonable notice or, in the case of catastrophic circumstances as mutually agreed to with the Executive Director before commencement of the intended leave.

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

Subdivision 4. Date of Leave: The Executive Director 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 grading period, end of the school year, or the like.

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

1. Grant any leave more than 12 months in duration.
2. Permit the Teacher Specialist to return to employment prior to the date designated in the request for child care leave, unless mutually agreed to by the Executive Director, Teacher Specialist and substitute Teacher Specialist involved.

Subdivision 6. Reinstatement: A Teacher Specialist returning from child care leave shall be reemployed in the position that was vacated unless the Executive Director can demonstrate good and sufficient reason to the contrary. In such case, the Teacher Specialist may be assigned to a comparable position unless previously discharged or placed on unrequested leave of absence.

Subdivision 7. Failure to Return: Failure of the Teacher Specialist to return pursuant to the date determined under this section shall constitute grounds for termination unless BRIC and the Teacher Specialist mutually agree to an extension of the leave.

Subdivision 8. Experience Credit: A Teacher Specialist 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 leave. The Teacher Specialist shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave, except for the period of time that the Teacher Specialist is disabled for pregnancy or childbirth.

Subdivision 9. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits except as provided in Subd. 3 and Subd. 8 above.

Section 2. Sick Leave: A Teacher Specialist who is unable to work because of personal illness or disability, having exhausted all accumulated sick leave, may be granted a leave of absence of up to 12 months and such leave may be renewed upon written request.

Section 3. Extended Leave without Pay: Extended leave without pay may be authorized for Teacher Specialist who meet the following requirements.

Subdivision 1. Number: Only 1 Teacher Specialist may be on extended leave without pay during a single year.

Subdivision 2. Expiration: Upon expiration of the extended leave without pay, the Teacher Specialist shall have the privilege of returning to the position occupied prior to the leave or to a similar position without credit for the year of service on the salary schedule as if the Teacher Specialist had been working subject to the following conditions:

1. The position has not been abolished (which abolition must be in accordance with the law and subject to the Teacher Specialist's seniority rights under the law).
2. The Teacher Specialist is not physically or mentally disabled from performing the duties of such position.
3. The Teacher Specialist returns on the date designated on the request for leave approval by the Executive Board (or upon a mutually agreed alternative date).

Subdivision 3. Failure to Return: Failure of the Teacher Specialist to return pursuant to the date determined in this section shall constitute sufficient grounds for termination of employment without notice or hearing, and provisions of law are waived.

Section 4. Sabbatical Leave: This leave applies to all full-time Teacher Specialists.

Subdivision 1. Application: Upon application, a Teacher Specialist who has been employed for 6 years shall be granted sabbatical leave with no pay for 1 year for the purpose of professional growth. During said sabbatical leave, the Teacher Specialist shall be considered in the employ of BRIC but shall be allowed to engage in other part-time employment.

Subdivision 2. Reinstatement: A Teacher Specialist, upon return from a sabbatical leave, shall be restored to the position formerly held or to the position of like nature and status, but shall not receive credit on the salary schedule for the period of the sabbatical leave. The Teacher Specialist shall maintain seniority, accumulated sick leave and all other accrued benefits provided in this Agreement. The Teacher Specialist may choose to maintain his/her own insurance benefits during the sabbatical leave period.

Subdivision 3. Limit: A limit of 1 Teacher Specialist per 2 years may be placed upon sabbatical leave. If more than 1 Teacher Specialist applies in the 2 year time, the sabbatical leave will be granted to the Teacher Specialist with the most seniority as defined in ARTICLE XI below.

Subdivision 4. Eligibility: No Teacher Specialist shall be eligible for a sabbatical leave more often than once in 6 years.

Subdivision 5. Application: Written application for sabbatical without pay must be made to BRIC before March 1st of the contract year preceding the year in which the leave is to be taken.

Section 5. Maintenance of Benefits. (LOA without pay): Unless otherwise stated within this article, a Teacher Specialist may maintain all accrued benefits at the current level that existed prior to the leave of absence (i.e. seniority, tenure, probationary status, accrued sick leave, etc.).

Section 6. Accrualment of Benefits: A Teacher Specialist while on unpaid leave of absence shall have the right to continue, to the extent permitted by law, any or all fringe benefits provided that any direct costs resulting there will be reimbursed to the BRIC by the Teacher Specialist. Unless otherwise stipulated in this article, no further benefits will accrue.

Section 7. Non-Return following LOA without Pay: Failure of the Teacher Specialist to return pursuant to the date determined in this section shall constitute sufficient grounds for termination of employment without notice or hearing and provisions of law are waived.

Section 8. Application for Extended Leave: Written application for extended leave without pay must be made to BRIC before March 1st of the contract year preceding the year in which a leave is to be granted.

Section 9. Probationary Status: The period of time when a Teacher Specialist is on leave of absence shall not be counted in determining the completion of the probationary period.

ARTICLE XI
UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Section 1. Purpose: ULA shall be governed in accordance with Minnesota Statute 122A.40, subd. 10. which article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts. In placing a teacher specialist on ULA, the BRIC is governed by the following provisions.

Section 2. Definitions: For the purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. Teacher Specialist: "Teacher Specialist" shall mean those members of the unit as defined by PELRA and this agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40.

Subd. 2. Qualified: "Qualified" shall mean a Teacher Specialist who, in addition to the state license, has a major in the subject matter or field taught in and, as solely determined by the BRIC Executive Director, has successfully had teaching experience in such subject matter or field within the past five (5) years. This may also include a Teacher Specialist with more than one area of license whose renewal units reflect their understanding and experience.

Sub. 3. Seniority: "Seniority" applies only to Tier 3 and Tier 4 qualified -Teacher Specialists and commences on the date of hire with BRIC.

Section 3. ULA:

Subd. 1. Terms: The BRIC Executive Director may place on unrequested leave of absence, without pay or fringe benefits, as many Teacher Specialists as may be necessary because of discontinuation of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Such leave of absence shall continue for (5) years, after which the right to reinstatement shall terminate; provided the Teacher Specialist's right to reinstatement shall also terminate if the Teacher Specialist fails to file with BRIC, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year.

Subd. 2. Notice: Teacher Specialists placed on leave shall receive a notice by July 1st of the school year prior to commencement of such leave with reason for said placement.

Subd. 3. Placement: Teacher Specialists shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exception: no Teacher Specialist shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a "Teacher Improvement Plan" as provided for in the "Teacher Evaluation and Peer Review Process" required in M.S. 122A.40, Subd. 8.

No Teacher Specialist holding a master's degree or higher in the field and subject matter employed shall be placed on ULA if any other qualified Teacher Specialist employed in the same field and subject matter holds less than a master's degree in the field or subject matter employed. A graduate degree of master's or higher will not provide protection from ULA if the degree is not in the subject matter for which the Teacher Specialist is employed. Teacher Specialists hired for specialized positions and programs in which BRIC has invested money or benefits from, or positions in which Teacher Specialists are placed on a special assignment, may have protection from ULA at the discretion of the district.

Subd. 4. Affirmative Action Plan: This section shall not apply if its application will result in any violation of the BRIC affirmative action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a Teacher Specialist with greater seniority if such retention is necessary to effectuate the purpose of such affirmative action program.

Subd. 5. Tie-Breaker: In the event a reduction in number of Teacher Specialists creates a situation requiring that a choice be made among Teacher Specialists who have equal seniority, the selection of the Teacher Specialist(s) for the purposes of reduction shall be at the discretion of the Executive Director based on criteria including performance, training, experience, skills in special assignments, special or advanced certifications obtained in the Teacher Specialist's field and subject matter employed and other relevant factors.

Subd. 6. Years of Service: Any Teacher Specialist placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service through BRIC earned prior to the commencement of such leave.

Section 4. Realignment: for purpose of placement on ULA or recall from ULA, nothing in this article, shall require the BRIC Executive Director to assign a senior Teacher Specialist to a different position for which he/she is not qualified, as defined in Section 2. above, to accommodate the seniority claims of a junior Teacher Specialist.

Section 5. Dropping of License: A Teacher Specialist shall not be permitted to exercise seniority to displace another Teacher Specialist in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the BRIC Executive Director in order to acquire a different assignment through the ULA process. If a Teacher Specialist drops the license which qualified the Teacher Specialist for the Teacher Specialist's current assignment, the BRIC Executive Director may place the Teacher Specialist on ULA, and the Teacher Specialist shall have no bumping rights nor realignment rights in another license area.

Section 6: Reinstatement:

Subd. 1. Process: No new Teacher Specialist at any licensure tier shall be employed by the BRIC Executive Director while any qualified Teacher Specialist is on ULA in the same field and subject matter. Teacher Specialists placed on ULA shall be reinstated to the positions from which they have been given leave or any other available positions in BRIC in the fields in which they are qualified as such positions

become available. The order of reinstatement shall be in inverse order in which Teacher Specialists were placed on ULA.

Subd. 2. Notices: When placed on ULA, a Teacher Specialist must file his/her name, physical address and e-mail address to which any notice of reinstatement of availability of position shall be mailed with the BRIC personnel office. Proof of service by the person at BRIC depositing such notice to the teacher at the last known address shall be sufficient, and the Teacher Specialist on ULA shall be responsible to provide the forwarding of mail or for address changes. Failure of a notice to reach a Teacher Specialist shall not be the responsibility of BRIC if any notice has been mailed as provided in this article.

Subd. 3. Acceptance of Reemployment: If a position becomes available for a qualified Teacher Specialist on ULA, BRIC shall mail the notice to such Teacher Specialist who shall have 15 days from the date of such notice to accept the reemployment. In addition, BRIC shall email the notice to such Teacher Specialist who shall have 15 days from the date of such notice to accept the reemployment. Failure to accept, in writing, within such fifteen (15) day period shall constitute a waiver on the part of the Teacher Specialist to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the BRIC Executive Director, the BRIC EA, and the qualified Teacher Specialist.

A Teacher Specialist must not be reinstated to a position in a field in which the Teacher Specialist holds only a provisional license, while another Teacher Specialist who holds a standard license in the same field remains on unrequested leave. A Teacher Specialist on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from.

Section 7. Establishment of Seniority List:

Subd. 1. Preparation: BRIC shall establish a Teacher Specialist seniority list each year by September 1st. Each Teacher Specialist will be given a copy of this list no later than September 1st. The list shall include the name of each Teacher Specialist along with his/her first date of hire and license held.

Subd. 2. Request for Change: Any Teacher Specialist whose name appears on such Seniority List and who may disagree with the order of seniority in said list shall have 15 days from the date of distribution to supply written documentation, and request for seniority change to the BRIC Executive Director.

Subd. 3 Final List: By September 30th, BRIC shall evaluate any and all such written communications regarding order of seniority contained in said list and may make such changes BRIC deems warranted. A final seniority list shall thereupon be prepared by BRIC, which list as revised shall be binding on the school district and any teacher.

Section 8: Filing of Licenses: In any year in which a reduction of Teaching Specialist positions is occurring and the BRIC Executive Director is placing Teacher Specialists on ULA, only those licenses

actually received in the BRIC office for filing as of January 15th of such year shall be considered for purposes of determining layoff within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of recall but not for the current reduction.

Section 9: Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all Teacher Specialists as defined in Section. 2., Subd. 1. above and shall not be constructed to limit the rights of any other licensed employee not covered under the Master Agreement or other Master Agreement affecting such licensed employees.

Section 10. Procedure: Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in M.S. 122A.40 and, therefore, shall not be subject to the grievance procedure.

ARTICLE XII WORKERS' COMPENSATION

Section 1. Workers' Compensation: Pursuant to M.S. Chapter 176, a teacher injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the 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.

ARTICLE XIII RETIREMENT/SEVERANCE

Section 1. Severance Pay: A Teacher Specialist who has 15 or more years of teaching service in BRIC, having attained the age of 50, shall be entitled to severance pay upon separation from BRIC. Severance pay shall include up to 85 days of accumulated sick leave plus:

1. After 15 years of service, 2 days' pay for each year of service.
2. After 20 years of service, 3 days' pay for each year of service.
3. After 25 years of service, 4 days' pay for each year of service.

In no case shall severance pay exceed 175 days. A part-time Teacher Specialist shall accrue credit toward severance pay on a pro rata basis. Severance pay shall not be granted to any Teacher Specialist who is discharged by BRIC for good cause, who is subject to discharge, and/or who resigns prior to such discharge.

All Teacher Specialists eligible for severance pay outlined within this section must contribute 100% of the severance pay to the Minnesota Post-Retirement Health Care Savings Plan in accordance with applicable rules and regulations.

Subdivision 1. Severance Plan Phase-Out: All full-time Teacher Specialists newly employed after August 15, 1997 do not qualify and shall not be eligible for severance pay. Such teachers shall only be eligible to participate on an optional basis, in the BRIC 403(b) annuity-matching program, and BRIC shall make matching contributions to such program the maximum amount as set forth in Subdivision 2. below.

Any full-time Teacher Specialist eligible for severance pay will continue to be eligible to receive severance pay. Such Teacher Specialists may also participate in the BRIC 403(b) annuity matching program. The BRIC matching contribution to such program shall be in the amount as set forth in Subdivision 2. below. Upon the Teacher Specialist's retirement, the total amount of the BRIC matching contribution to the Teacher Specialist's 403(b) annuity account shall be deducted from any severance pay obligation/entitlement under this article. If the total amount of the BRIC matching amount to a participating Teacher Specialist's 403(b) annuity account is more than he/she would have received in severance pay under this article, the Teacher Specialist shall not be entitled to receive any severance pay pursuant to Section 1. above.

For the purpose of severance pay, the death of a Teacher Specialist shall be considered a separation of employment, and the Teacher Specialist, having met all the requirements set forth above in at the time of his/her death, shall have any disbursements/balance due paid to the named beneficiary or, lacking such, to the deceased Teacher Specialist's estate.

Subdivision 2. Teacher Specialist Match: Eligible and participating Teacher Specialists must elect to participate in the 403(b) annuity-matching program pursuant to the annuity plan requirements at the beginning of the plan year. The BRIC matching contribution to Teacher Specialists participating in the 403(b) annuity-matching program shall be as follows:

Annual Maximum Matching Contribution

Completed Full Years of
Continuous Service

with BRIC

Matching Contribution

0-3

No Match

4-10

up to \$700

11-15

up to \$1,000

16+

up to \$1,500

Maximum career-matching contribution for an individual = \$25,000

BRIC will make the forgoing matching contribution to only those Teacher Specialists choosing to participate in an approved Teacher Specialist's 403(b) annuity account at the total match contribution offered by BRIC as outlined above. The BRIC matching contribution will be dollar-for-dollar as required under Minnesota Statute 356.24 up to the annual maximum match set forth above, subject to the maximum career BRIC contribution as set out above. The annual limit on the amount an individual Teacher Specialist may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder.

Subdivision 3. Approved Plans: BRIC will make matching contributions only to annuity plans offered by vendors approved by the State Board of Investment. The BRIC EA shall designate 5 of the vendors approved by the State Board of Investment to which matching contributions will be made. Vendors selected shall

remain so during the duration of this Agreement and will not change unless directed by the State Board of Investment.

Subdivision 4. Election: Eligible and participating Teacher Specialists must make application for participation in the 403(b) annuity-matching program as agreed between BRIC and BRIC EA for the 1997-98 school year. In each subsequent year, an eligible Teacher Specialist must make application for participation by August 18 for that school year. Once an eligible Teacher Specialist elects to participate in the 403(b) annuity-matching program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the Teacher Specialist who must notify BRIC and the annuity carrier.

1. Once the election to participate is made, the eligible Teacher Specialist must participate in the 403(b) annuity matching program at the same rate of contribution for the entire school year. An eligible Teacher Specialist may change his/her rate of contribution by notifying the Business Office by August 18 of the school year in which the change is to be effective.

2. In the event that a participating Teacher Specialist's assignment is reduced from full-time to part-time during the school year, the Teacher Specialist must continue participating in the matching program at the same rate of contribution for the remainder of the school year. Thereafter, unless and until the Teacher Specialist's assignment is increased to full-time, he/she will be eligible to participate in the 403(b) annuity-matching program on a pro rata basis.

Subdivision 5. Teacher Specialists on Leave: Eligible Teacher Specialists on unpaid leave may not participate in the 403(b) annuity-matching program while on leave. Eligible Teacher Specialists may elect to reenter the 403(b) annuity matching program upon their return. An eligible Teacher Specialist returning in the middle of the school year may reenter the 403(b) annuity-matching program beginning with the next school year. Eligible Teacher Specialists on paid leave, including a sabbatical leave, may participate in the 403(b) annuity-matching program during their period of leave, on a pro rata basis. In any event, notification of election must be given to the Business Office by August 18 of that school year pursuant to Subdivision. 4 above. During the period of a leave, BRIC may make a pro rata matching contribution. Should a Teacher Specialist fail to return to employment after the termination of a sabbatical leave, the Teacher Specialist shall reimburse BRIC for any matching contribution made during said leave.

Subdivision 6. Death of a Teacher Specialist Participant: If a Teacher Specialist participant dies before retirement, the Teacher Specialist's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Subdivision 7. Applicable Laws: The 403(b) annuity-matching program is subject to the laws of the State of Minnesota, Minnesota Statute 356.24, and the Internal Revenue Code, 26 U.S.C. 403(b).

ARTICLE XIV LENGTH OF THE CONTRACT YEAR

Section 1. Teacher Specialist Duty Days: The contract year shall consist of 182 days between August 16, 2017, and June 15, 2018, and 182 days between August 16, 2018 and June 15, 2019. BRIC shall

establish, prior to April 1 of each year, these duty days. Any days lost due to an emergency shall be made up during the contract year.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: The word “grievance,” means a dispute between a Teacher Specialist and BRIC as to the interpretation or application to the Teacher Specialist of terms and conditions of employment insofar as such matters are contained in the Agreement.

Section 2. Representation: The Teacher Specialist, administrator, or BRIC may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf, but the Teacher Specialist and the administrator alleged to have grieved the Teacher Specialist shall also participate personally at Level I. The Teacher Specialist shall be represented at all stages of the grievance procedure by BRIC EA unless the Teacher Specialist refuses such representation or BRIC EA refuses to do so, which right of refusal BRIC EA shall have.

Section 3. Definitions and Interpretations:

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

Subdivision 2. Days: Reference to the word, “days,” regarding time periods in this procedure shall refer to working days. The term, “working day,” is defined as all week days not designated as holidays by state law.

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

Subdivision 4. Service Filing and Postmark: The filing and service of any notice or document required by this Agreement shall be valid when served by mail or in the manner of a summons in a civil action, and service by mail shall be timely if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing BRIC’s designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within 20 days after the date upon which the Teacher Specialist learns or, by the exercise of reasonable perception, should be aware of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. Failure by BRIC to process a grievance within the time periods

provided below shall require mandatory alleviation of the grievance as outlined in the last statement by BRIC EA or the Teacher Specialist received from BRIC prior to its failure. The foregoing shall not prevent the parties from agreeing mutually to extend or shorten time limits.

Section 5. Adjustment of Grievance: BRIC and the Teacher Specialist or BRIC EA, on the Teacher Specialist's behalf shall attempt to adjust all grievances which may arise during the course of employment of any Teacher Specialist within BRIC in the following manner:

Subdivision 1. Level I: An effort shall first be made to adjust an alleged grievance informally between the Teacher Specialist and BRIC's designee. If the grievance is not resolved through informal discussions, BRIC's designee shall give a written decision on the grievance to the parties involved within 5 days after receipt of the written grievance. If the grievance is resolved, the Teacher Specialist and BRIC's designee shall prepare a written statement describing the resolution which has been made, and each party shall sign such statement in duplicate original and shall keep a copy.

Subdivision 2. Level II: In the event the grievance is not resolved in Level I the decision rendered may be appealed to the Executive Director of Special Education provided such appeal is made in writing within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the Executive Director of Special Education, the Executive Director of Special Education or his/her designee shall set a time to meet regarding the grievance, which meeting shall be within 5 days after receipt of the appeal. Within 5 days after the meeting, BRIC shall issue its decision in writing to the parties involved. At the option of the BRIC, a committee or representative of BRIC may be designated by BRIC to hear the appeal at this level, and report its findings and recommendations to BRIC. BRIC shall then render its decision.

Subdivision 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to BRIC, provided such appeal is made in writing within 5 days after receipt of the decision in Level II. If a grievance is properly appealed to BRIC, BRIC shall set a time to hear the grievance within 10 days after receipt of the appeal or at the next regular executive board meeting after receipt of the appeal, whichever occurs first. Within 5 days after the meeting, BRIC shall issue its decision in writing to the parties involved. At the option of BRIC, a committee or representative of BRIC may be designated by the BRIC to hear the appeal at this level, and report its findings and recommendations to BRIC. BRIC shall then render its decision.

Section 6. BRIC Review: BRIC reserves the right to review any decision issued under Level I or Level II provided BRIC or its designee notifies the parties of its intention to review within 10 days after the decision has been rendered. In the event BRIC reviews a grievance under this section, the BRIC reserves the right to reverse or modify such decision. Such review must be completed and notice of the Board's action given to the Teacher Specialist within 5 days after notice of intent to review has been given. If BRIC exercises its right to review, the grievance shall proceed to Level III, and no further proceedings shall be held at Levels I and II.

Section 7. Teacher Specialist Participation and Pay: Processing of all grievances shall be during the normal workday, whenever possible, and Teacher Specialists shall not lose wages due to their necessary participation. For purposes of this section, Teacher Specialists are entitled to wages during their necessary participation in a grievance proceeding as follows:

1. The number of Teacher Specialist(s) equal to the number of persons participating in the grievance proceeding on behalf of BRIC; or

2. If the number of persons participating on behalf of BRIC is less than 3, 3 Teacher Specialists may still participate in the proceedings without loss of wages.

Section 8. Waiver: The parties, by mutual written agreement, may waive any step and extend or shorten any time limits in a grievance procedure.

Section 9. Arbitration Procedures: In the event that the Teacher Specialist and BRIC are unable to resolve any grievance, the grievance may be submitted to arbitration as defined below.

Subdivision 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 Executive Director of Special Education within 10 days following the decision in Level III or upon BRIC review pursuant to Section 6. above.

Subdivision 2. Prior Procedure Required: The arbitrator shall first determine whether the grievance has been duly processed by the Teacher Specialist in accordance with the grievance procedure and appeal provisions. If the arbitrator determines that it has not been, the arbitrator shall not consider the grievance further. BRIC, the Teacher Specialist, and BRIC EA shall join in requesting the arbitrator to make such determination within 10 days after receipt of the documents enabling the arbitrator to make such determination, but no party shall be prejudiced if the arbitrator fails to make the determination within such time.

Subdivision 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 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 PERB to appoint an arbitrator, pursuant to Minnesota Statute 179.21, subd. 2, providing such request is made within 20 days after request to arbitrate. The request shall ask that the appointment be made as soon as possible after the receipt of the request.

Subdivision 4. Submission of Grievance Information: Upon appointment of the arbitrator, either party may submit to the arbitrator the written documents required by Sections 4. and 5. above. and may also submit to the arbitrator a written statement of its position. The party which submits such a written statement of position shall provide a copy to the other party, simultaneously upon presenting the position statement to the arbitrator.

Subdivision 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 denovo.

Subdivision 6. Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties to the extent but not beyond the extent required by PELRA.

Subdivision 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 shall be borne by the party requesting it, or equally, if requested by both parties.

Subdivision 8. Jurisdiction: The arbitrator shall have jurisdiction only over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure.

ARTICLE XVI SUSPENSION WITHOUT PAY

Section 1. Without Pay: A Teacher Specialist may be suspended without pay for good and sufficient reason. However, this provision shall not be implemented until/unless legal charges are filed by the appropriate authority. Any suspension is subject to the grievance procedure commencing at the arbitration level.

Section 2. Notice: Suspension shall take effect upon the Teacher Specialist's receipt of written notification from the Executive Board to the Teacher Specialist, stating the grounds for the suspension together with a statement that the Teacher Specialist may make a written request within 10 calendar days after receipt of such notification for a hearing before the School Board to review the suspension.

Section 3. Hearing: If the Teacher Specialist requests a hearing within the 10 day period, the hearing shall take place within 17 calendar days after receipt of the request for a hearing. At the option of the Executive Board, the hearing may be by a committee or designated representative of the Executive Board. The Executive Board reserves the right to affirm, reduce, or reverse the suspension action. In the event the suspension is reversed or reduced, the Teacher Specialist shall be compensated appropriately for any salary or fringe benefit loss during the period of the suspension not affirmed by the Executive Board. The Teacher Specialist shall be notified of the date, time and place of the hearing and the Executive Board shall issue its written decision within 17 calendar days after the conclusion of the hearing.

Section 4. Grievance: The decision of the Executive Board shall be subject to the grievance procedure as provided in this Agreement commencing at the arbitration level, provided written notification requesting arbitration is received by the Executive Director within ten (10) calendar days after receipt of the Executive Board's decision to suspend. Personal delivery or certified mail shall suffice for notification.

Section 5. Current Statute: Nothing in this article shall be construed to nullify the current statutes concerning suspension.

ARTICLE XVII DURATION

Section 1. Term and Reopening Negotiations: This 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 PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2017,

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 Agreement.

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

Section 3. Finality: In the absence of mutual agreement on any matter relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

BRIC

2017-18 & 2018-19 SALARY SCHEDULES

12/20/2017

2017-18 SALARY SCHEDULE

STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30
1	\$ 47,710.14	\$ 49,402.73	\$ 51,095.32	\$ 52,787.91	\$ 54,479.40	\$ 56,169.79	\$ 57,865.69	\$ 59,556.08	\$ 61,245.36
2	\$ 48,737.82	\$ 50,429.31	\$ 52,117.49	\$ 53,812.29	\$ 55,503.78	\$ 57,197.47	\$ 58,887.86	\$ 60,578.25	\$ 62,274.15
3	\$ 49,759.99	\$ 51,453.69	\$ 53,145.18	\$ 54,837.77	\$ 56,528.16	\$ 58,216.34	\$ 59,911.13	\$ 61,512.20	\$ 63,294.11
4	\$ 50,873.69	\$ 52,565.18	\$ 54,256.66	\$ 55,949.26	\$ 57,638.54	\$ 59,334.44	\$ 61,024.83	\$ 62,714.11	\$ 64,408.91
5	\$ 51,987.38	\$ 53,677.76	\$ 55,369.25	\$ 57,062.95	\$ 58,756.64	\$ 60,443.72	\$ 62,137.42	\$ 63,831.11	\$ 65,518.19
6	\$ 53,188.18	\$ 54,877.46	\$ 56,572.26	\$ 58,264.85	\$ 59,955.24	\$ 61,648.93	\$ 63,340.42	\$ 65,033.02	\$ 66,724.50
7	\$ 54,387.88	\$ 56,083.78	\$ 57,774.17	\$ 59,463.45	\$ 61,160.45	\$ 62,849.74	\$ 64,542.33	\$ 66,233.82	\$ 67,924.21
8	\$ 55,682.41	\$ 57,370.59	\$ 59,067.59	\$ 60,757.98	\$ 62,447.26	\$ 64,140.96	\$ 65,833.55	\$ 67,525.04	\$ 69,216.53
9	\$ 56,970.32	\$ 58,665.12	\$ 60,357.71	\$ 62,048.10	\$ 63,740.69	\$ 65,434.39	\$ 67,122.57	\$ 68,815.16	\$ 70,507.75
10	\$ 58,354.17	\$ 60,044.56	\$ 61,734.94	\$ 63,428.64	\$ 65,119.02	\$ 66,813.82	\$ 68,500.90	\$ 70,195.70	\$ 71,888.29
11	\$ 60,313.61	\$ 62,024.94	\$ 63,734.08	\$ 65,441.00	\$ 67,147.93	\$ 68,858.16	\$ 70,566.19	\$ 72,273.12	\$ 73,983.35

2018-19 SALARY SCHEDULE

STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30
1	\$ 48,545.07	\$ 50,267.28	\$ 51,989.49	\$ 53,711.70	\$ 55,432.79	\$ 57,152.76	\$ 58,878.34	\$ 60,598.31	\$ 62,317.15
2	\$ 49,590.73	\$ 51,311.82	\$ 53,029.55	\$ 54,754.00	\$ 56,475.10	\$ 58,198.43	\$ 59,918.40	\$ 61,638.37	\$ 63,363.94
3	\$ 50,630.79	\$ 52,354.13	\$ 54,075.22	\$ 55,797.43	\$ 57,517.40	\$ 59,235.12	\$ 60,959.58	\$ 62,588.67	\$ 64,401.76
4	\$ 51,763.98	\$ 53,485.07	\$ 55,206.16	\$ 56,928.37	\$ 58,647.21	\$ 60,372.79	\$ 62,092.76	\$ 63,811.61	\$ 65,536.06
5	\$ 52,897.16	\$ 54,617.13	\$ 56,338.22	\$ 58,061.55	\$ 59,784.88	\$ 61,501.49	\$ 63,224.82	\$ 64,948.15	\$ 66,664.76
6	\$ 54,118.97	\$ 55,837.82	\$ 57,562.28	\$ 59,284.49	\$ 61,004.46	\$ 62,727.79	\$ 64,448.88	\$ 66,171.09	\$ 67,892.18
7	\$ 55,339.67	\$ 57,065.25	\$ 58,785.22	\$ 60,504.06	\$ 62,230.76	\$ 63,949.61	\$ 65,671.82	\$ 67,392.91	\$ 69,112.88
8	\$ 56,656.85	\$ 58,374.58	\$ 60,101.28	\$ 61,821.25	\$ 63,540.09	\$ 65,263.43	\$ 66,985.64	\$ 68,706.73	\$ 70,427.82
9	\$ 57,967.31	\$ 59,691.76	\$ 61,413.97	\$ 63,133.94	\$ 64,856.15	\$ 66,579.49	\$ 68,297.21	\$ 70,019.42	\$ 71,741.64
10	\$ 59,375.37	\$ 61,095.34	\$ 62,815.30	\$ 64,538.64	\$ 66,258.61	\$ 67,983.06	\$ 69,699.66	\$ 71,424.12	\$ 73,146.33
11	\$ 61,369.09	\$ 63,110.38	\$ 64,849.42	\$ 66,586.22	\$ 68,323.02	\$ 70,063.18	\$ 71,801.10	\$ 73,537.90	\$ 75,278.06

2nd Year at Step 11 = +\$2,000


3rd Year at Step 11 = +\$2,575

Appendix A

SIGNATURE OF BOTH PARTIES

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

For BRIC EA


Tara Olson, EA Negotiator


Becca Halverson, EA Negotiator

Dated this 2nd day of February, 2018

For BRIC


Steve Cairns, BRIC Board Chair


Brenda Story, BRIC Executive Director

Dated this 24th day of January, 2018