

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 548

PELICAN RAPIDS, MINNESOTA

AND

PELICAN RAPIDS EDUCATION ASSOCIATION

PELICAN RAPIDS, MINNESOTA

PERTAINING TO EMPLOYMENT FOR TEACHERS

JULY 1, 2013 TO JUNE 30, 2015

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PURPOSE

This Agreement is entered into by and between the Pelican Rapids Education Association, hereinafter called the association, as the exclusive representative of all teachers in the Pelican Rapids School District and Independent School District #548, Pelican Rapids, Minnesota, acting by and through its duly elected Board of Education, hereinafter called the "School District" and its successor boards pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE I.

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA the School District hereby recognizes the Pelican Rapids Education Association as the exclusive bargaining representative for all certificated teachers under contract by the School Board of Independent School District No. 548 with rights and duties as prescribed by the PELRA and as described in this Agreement.

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

ARTICLE II.

DEFINITION

Section 1. Teacher: The term, "teacher," shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 2. Terms and Conditions of Employment: The term "terms and conditions of employment" shall be defined in accordance with the PELRA which states as follows: Terms and conditions of employment mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personal policies effecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of the PELRA regarding the rights of public employers and the scope of negotiations.

Section 3. Other Terms: Terms not defined in this agreement shall have those meanings as defined by the PELRA, as amended.

Section 4. School District: For the purposed of the Agreement, the term, "School District," shall mean the School Board or its designated representative.

ARTICLE III.

RIGHTS AND OBLIGATIONS OF EMPLOYEES

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

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

Section 3. Meet and Confer: Public employees who are professional employees as defined by the PELRA have the right to meet and confer with public employers regarding policies and matters not included under the PELRA, as amended.

Section 4. Meet and Negotiate: Public employees through their certified exclusive representative have the right and obligation to meet and negotiate in good faith with their employer regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the exclusive representative to agree to a proposal or require the making of a concession.

Section 5. Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in ten equal installments, beginning with the first pay period in September or one payment to be paid by the end of September.

Section 6. Fair Share Fee:

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

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

Subd. C. A challenge by a teacher or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the exclusive representative within thirty (30) days

after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

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

Section 7. Mailboxes: The exclusive representative may use District mailboxes or bulletin boards in teachers' lounges and mail rooms to communicate with faculty provided; that such communication is from elected representatives of the exclusive representative and provided that such communication relates to Pelican Rapids Education Association regular meetings, notices, evaluations and pertinent educational procedures within the school district.

Section 8. Union Leave: Each year the exclusive representative shall be credited with 4½ days of non-cumulative leave, to be used by teachers who are officers or agents of the exclusive representative. Requests for such leave days shall be made through the president of the exclusive representative and directed to the superintendent where leave totals are kept. The exclusive representative agrees to notify the superintendent no less than 48 hours prior to the date of intended use of such days. Time taker or requested shall be in amounts not less than one-half day per time per person. The administration may, upon request, afford reasonable time off for leave of absence to elected or appointed officials of the exclusive representative.

Section 9. Personal File: Each teacher shall have the right to review the contents of his/her own personal file during regular school business hours upon request. No material may be removed from the file. A representative of the association may, at the teacher's request, accompany the teacher in this review. No material may be placed therein without allowing the teacher an opportunity to file his/her response thereto, and said response shall become a part of said file. The teacher may have the right to reproduce any of the contents of the files at the teacher's expense.

Section 10. Severance Pay

Subd. A. The purpose of this section is to implement a severance plan for those teachers hired prior to January 30, 1987. In order to be qualified for this severance pay an individual teacher must retire under a qualified state of Minnesota Teachers Retirement Plan.

Subd. B. Teachers meeting the above qualification shall, upon retiring, receive an amount equal to 70% of the base salary the individual received in the last year of teaching. Base salary is defined as the salary received from the salary schedule only and excludes any extra-curricular pay, incentives and/or extended time assignments.

Subd. C. It is understood that the amount determined in Subd. B, above, shall be minus any

contributions the District made to the 403(b) match described in Section 11 of this Article. One half of the total shall be paid on January 15th of the next calendar year following the last day of employment and the remainder shall be paid on January 15th of the calendar year succeeding the first payment.

Subd. D. The deadline for applying for this early retirement pay is May 30th of the school year at the end of which the teacher wishes to retire.

Subd. E. If a teacher hired prior to January 30, 1987, dies before his/her severance pay has been disbursed, the severance pay shall be paid to a named beneficiary or, in the event there is no designated beneficiary, to the estate of the deceased. The requirement of needing to retire under a qualified State of Minnesota Teachers Retirement Plan and the deadline for applying for this early retirement by May 30, will not be applicable to this section.

Section 11. Post Retirement Health Care Savings Plan: Employees, as designated below, are eligible to participate in the Minnesota Post Retirement Health Care Savings Plan (PRHCSP) established under Minnesota Statutes, Section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the employee will be deposited into the employee's post retirement health care savings plan account.

All employees who are eligible for the severance payment outlined in Article III, Section 10 of the 2013-2015 Collective Bargaining Agreement will contribute 100% of that payment to the Post Retirement Health Care Savings Plan administered by the Minnesota State Retirement System.

Section 12. 403(b) Match:

Subd. A. Pursuant to M.S. 356.24 and starting September 1, 1998 the School District shall match each full-time teacher's yearly contribution to a qualified 403(b) Tax Deferred Annuity contract/s up to the amounts listed in Subd. E. The School District shall reduce the severance plan amount the teacher may qualify to claim in Section 11 of this article by the amount it has contributed to the 403(b) Tax Deferred Annuity contract/s used by the teacher for the match program. If the School District's contribution is less than the severance plan amount for which the teacher qualifies at retirement, the difference will be paid by the School District as severance.

Subd. B. No teacher hired after January 30, 1987 will qualify for the early retirement incentive as provided in Section 11 of this article.

Subd. C. Only full-time teachers shall qualify for the 403(b) match plan and only years of service as a full-time teacher in the Pelican Rapids School District shall be used in determining eligibility for the 403(b) match plan.

Subd. D. The annual amount of the School District's contribution will be based on the following schedule and the teacher's years of experience in the district.

1st-5th Year	\$0.00
6th-10th Year	\$1,500.00
11th Year and above	\$2,000.00

Subd. E. The maximum amount of the School District's total matching contribution towards

the 403(b) Tax Deferred Annuity contract/s used by each teacher shall be \$45,000.

Subd. F. Teachers on unpaid leave may not participate in the matching plan while on leave.

Section 13. Teacher Review: Parties agree to mutually develop a process for teacher review in accordance with any Minnesota State Statute provisions.

ARTICLE IV.

SCHOOL DISTRICT RIGHTS

RIGHTS AND OBLIGATIONS OF EMPLOYERS

Section 1. Inherent Managerial Rights: A public employer 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, their organizational structure and selection and direction and number of personnel.

Section 2. Grievance: A public employer has an obligation to meet and negotiate in good faith with the exclusive representative of the public employees in an appropriate unit regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the public employer or its representative to agree to a proposal or require the making of a concession.

Section 3. Meet and Confer: A public employer has the obligation to meet and confer with professional employees to discuss policies and those matters relating to their employment not included under the PELRA, as amended.

Section 4. Conflict of Law: Any provision of this agreement which of itself or in its implementation would be in violation of or in conflict with any statute of the State of Minnesota or the United States of America or rule or regulation promulgated there under or provision of a municipal home rule charter or ordinance or resolution adopted pursuant thereto, or rule of any state board or agency governing licensure or registration of an employee, shall be void and of no effect.

Section 5. Exclusive Representative: The employer shall not meet and negotiate or meet and confer with any employee or group of employees who are at the time designated as a member or part of an appropriate employee unit except through the exclusive representative if one is certified for the unit or as provided for in the PELRA, as amended.

Section 6. Arbitration: An employer shall have the right to petition the director for arbitration under the PELRA, as amended; provided the exclusive representative or the employer has first petitioned the director for mediation services as are available under the PELRA, as amended.

Section 7. Negotiators: An employer may hire and pay for negotiators desired or required by the provisions of the PELRA, as amended.

Section 8. State Law: Nothing in this agreement shall be construed to impair, modify or otherwise alter, or indicate a policy contrary to the authority of the legislature of the State of Minnesota to establish by law schedules of rates of pay for its employees or the retirement or other fringe benefits related to the

compensation of such employees.

ARTICLE V

UNREQUESTED LEAVE OF ABSENCE

Section 1. Unrequested Leave of Absence:

Subd. A. The purpose of this policy is to implement to provisions of M.S. 122A.40, Subd. 10, whereby the School District may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of positions, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Subd. B. Teachers to be terminated shall be selected from all the teachers in the unit in the District who are qualified for the position to be eliminated in accordance with applicable provisions of M.S. 122A.40, Subd. 7, with the exception of provisions for substitute and part-time teachers listed in the Section 4 and 5 of Article VII.

Subd. C. Prior to the time the District initiates proceedings under these provisions, it shall first advise the exclusive representative of the need for such termination.

Subd. D. If tenured teachers have equal seniority, the one with lesser professional preparation shall be terminated first. Hiring will be done in the inverse order. If a tie still exists, the tie shall be broken by the School District who, at their discretion, will make the final decision on the candidate to be placed on ULA.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher employee and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The teacher, administrator, or school district may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

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

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

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

Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. D. Filings and Postmarks: 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 seven days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee.

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

Subd. A. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within seven days after receipt of the written grievance.

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

Subd. C. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School District provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School District, the School District shall set a time to hear the grievance within fifteen days after receipt of the appeal. Within fifteen days after the meeting, the School District shall issue its decision in writing to the parties involved. At the option of the School District, a committee or representative(s) of the District may be designated by the District to hear the appeal at this level, and report its findings and recommendations to the School District. 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 its procedure provided the School Board or its representative notify the parties of this intention to review within ten 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 reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School District 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 District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. A. 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 seven days following the decision in Level III of the grievance procedure.

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

Subd. C. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall within seven 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 BMS to appoint an arbitrator, pursuant to the PELRA, providing such request is made within fifteen days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. D. Submission of Grievance Information:

(a) Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator with a copy to the School District to submission of the grievance which shall include the following:

- (1) The issues involved.
- (2) Statement of the facts.
- (3) Position of the grievant.
- (4) The written documents relating to Section 5, Article VI of the grievance procedure.

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

Subd. E. 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 to 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 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.

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

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

ARTICLE VII.

BASIC SCHEDULES AND RATES OF PAY

Section 1. Basic Compensation:

Subd. A. 2013-14 Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be effective only for the 2013-14 school year and teachers shall advance one increment on the schedule.

Subd. B. 2014-15 Rates of Pay: The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the 2014-15 school year and teachers shall advance one increment on the salary schedule.

Subd. C. Increments: Any increase on any contract may be granted by the Board of Education as provided by State Statute, therefore the District may exercise its judgment in withholding increases on contracts not meriting such increase and the salary schedule shall not be construed as a part of the teacher continuing contract.

Section 2. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd. A. Basis for Lane Change: Any lane changes on the salary schedule must be based on course work in which the teacher is currently teaching and certificated. Credits must be germane to the teacher's subject area and must be approved by the superintendent in writing prior to the taking of the course.

Subd. B. Notification of Credits Earned: If a teacher completes requirements for a degree or earns sufficient quarter hours to move from one salary category to another, adjustments on the salary schedule will take place as soon as official notification from the granting institution has been received by the superintendent and approved by the Board of Education. In the case of a degree earned statement as granted on a letter from the college registrar stating all requirements for the degree have been met and that the degree will be granted. In the case of credits earned or the acquisition of a permanent certificate or its equivalent, either a transcript from the registrar or the college grade card issued by the college will be acceptable.

Subd. C. Limitation of Lane Changes: In the event of a change in salary category due to completion of requirements for a degree or intermediate salary lanes, a teacher in no instance will be permitted more than two lane changes during a school year. An exception for those moving from BA+15 to MA will be made upon receipt of the appropriate official credentials.

Subd. D. Effective Date: Individual contracts will be modified to reflect qualified lane changes twice each year. Qualified credits submitted by October 1st shall be retroactive to the beginning of the school year and those submitted by March 1st shall be retroactive to the beginning of the second semester. Credits submitted after these dates shall not be considered until the following lane change period.

Subd. E. Germane to Assignment: A teacher shall be paid on the Master's Degree lane only if the degree program is germane to the teaching assignment as approved by the School District and the degree program is approved in writing by the superintendent in advance. Any teacher employed by the School District as of the end of the 1974-75 school year who is being paid at an MA degree level and who is not teaching in an area germane to his or her degree shall be an exception to the terms of this particular subdivision and shall continue to be paid at that lane level.

Subd. F. Time of Earning Credits: Credits to apply on the BA+15, BA+30, BA+45, BA+60, or 5-Yr. lanes of Schedules A and B, must be earned subsequent to the earning of the BA Degree, credits to apply to MA+15 must be earned subsequent to the earning of the MA degree, must be earned from an accredited college or university, must be graduate level courses, and must be subject to Subdivision A, Section 2, Article VII.

Section 3. Salary Schedule:

Subd. A. Experience: Credit for past teaching experience shall be given as agreed between the teacher and the School District but shall not exceed actual teaching experience.

Subd. B. Limitation of Vertical Steps: Teachers moving vertically on the salary schedule shall be limited to one vertical step per year. One additional total year of teaching experience results in one vertical step. All adjustments in vertical steps shall be made at the beginning of the school year and only once a year. A full time teacher who has taught any part of a school year shall be given one-half years credit for such teaching.

Subd. C. Pay Periods: Teachers shall be paid twenty-four (24) equal payments for the months of September through August. No pay advances will be granted.

Subd. D. Date of Payment: The fifteenth day and last day of each month shall be payday. In the

event that the fifteenth day or the last day of the month falls on a weekend, the payroll date for that pay period shall be the last day preceding the weekend, subject to conditions beyond local control.

Subd. E. FICA: In the event the mandated contribution to FICA is reduced by the Federal Government, the percent reduction will be immediately added into the salary schedule. The percent increase to the salary schedule will be distributed evenly to each step and lane. This will take effect in the new pay period in which the mandates are implemented.

Subd. F. TRA: In the event the state mandated contribution to TRA is reduced, the percent reduction will be immediately added into the salary schedule. The percent increase to the salary schedule will be distributed evenly to each step and lane. This will take effect in the new pay period in which the mandates are implemented.

Section 4. Substitute Teachers: The following rules shall apply to substitute teachers who replace the same teacher for more than 10 consecutive working days in one school year, but less than a full year.

Subd. A. Rates of Pay: Substitute teachers will be placed at the BA lane and Step 1 of the salary schedule after ten (10) consecutive days of substitute teaching for the same teacher. The first ten (10) days will be paid at the substitute rate set by the school board.

Subd. B. Other Benefits: No other benefits, for example, hospitalization insurance, long term disability insurance, or seniority rights shall be provided. Sick leave shall accrue at a rate of one day per month of employment, based on a pro rata basis of their hours of employment.

Section 5. Part-time Teachers: The following rules shall apply to teachers who teach less than full time, but for a full school year.

Subd. A. Rates of Pay: The basic rate of compensation for part-time teachers teaching 20 or more hours per week shall be on a pro rata basis of the current salary schedule. Teachers teaching less than 20 hours per week shall be paid at a rate determined by the school district.

Subd. B. Leaves of Absence: Part-time teachers shall accrue the same leaves of absence as full time teachers but on a pro rata basis of their hours of employment.

Subd. C. Insurance: Part-time teachers teaching 20 hours per week or more shall receive the same health insurance coverage as full time teachers, subject to approval of the insurance carrier, but premiums shall be shared on a pro rata basis of their hours of employment. They shall not be eligible for life insurance or long term disability insurance. Part-time teachers teaching less than 20 hours per week shall not be eligible for insurance benefits of any kind. The one exception to this subdivision is that teachers who were eligible for insurance coverage the previous year, may elect to retain that coverage but the premiums shall be shared on a pro rata basis of their hours of employment.

Subd. D. Seniority: Part-time teachers teaching 20 hours or more per week shall accrue seniority on a pro rata basis of their hours of employment. Part-time teachers teaching less than 20 hours per week shall not accrue seniority.

Subd. E. Title I Teachers: All of the provisions of Section 5 shall apply to Title Teachers except that in each instance 26 hours or more of teaching each week are needed to qualify for pro rata salary

schedule, insurance benefits, and seniority.

Subd. F. Combination Assignments: When Title Teachers teach concurrently in another area, the hours taught in Title shall not be combined with another assignment to determine total hours of employment for the purpose of determining eligibility for seniority, salary schedule placement, or other benefits.

ARTICLE VIII.

INSURANCE

Section 1. Hospitalization Insurance:

Subd. A. Single Coverage: The District shall contribute a sum not to exceed \$4,320 toward the premium cost for individual coverage for each full-time teacher employed by the District who qualifies for and is enrolled in the District's group health and hospitalization plan. Any additional cost of the premiums shall be borne by the employee and paid by payroll deduction.

Subd. B. Family Coverage: The District shall contribute a sum of not to exceed \$8,460 toward the premium cost for family coverage for each full-time teacher employed by the District who qualifies for and is enrolled in the District's group health and hospitalization plan. Any additional cost of the premiums shall be borne by the employee and paid by payroll deduction.

Subd. C. Insurance Carrier: The selection of the insurance carrier shall be made by the School District as provided by law.

Subd. D. District Not Insurer: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the School District as the result of a denial of insurance benefits by an insurance carrier.

Subd. E. Qualifications: Benefits for health and hospitalization insurance are designated for full-time personnel and shall apply to part-time personnel as stated in Article VII, Section 5. Upon termination of employment all District contributions for health and hospitalization shall cease.

Subd. F. Restrictions: The School District shall take no unilateral action to subscribe to a hospitalization policy of lesser benefits.

Section 2. Long Term Disability Insurance Plan: The School District shall contribute a total sum, not to exceed \$14,000 per year, toward the premium for all full-time teachers in the bargaining unit, who qualify for and are enrolled in the School District's long-term disability insurance plan. The School District contribution shall be apportioned among those employees participating. Any additional cost of the premium shall be borne by the employees and paid by payroll deductions.

Section 3. Life Insurance Plan: The School District shall contribute the total premium for all full-time teachers in the bargaining unit, who qualify for and are enrolled in the School District Group Term Life Insurance Plan. The amount of life insurance to be provided shall not exceed \$50,000 coverage. Benefits may be reduced as per life insurance policy. This life insurance shall not become effective until

the District has accepted bids or quotes for bids on such policies and run for a period of one year from that date. The total premium contribution by the District shall be apportioned among those participating.

Section 4. Selection of Insurance Carrier: The selection of the insurance carrier for the School District Long Term Disability Insurance Plan and the School District Group Term Life Insurance Plan shall be made by the School District as provided by law. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Insurance Continuation: Upon retirement participation in health care coverage may continue at the option of the employee pursuant to Minnesota Statute. The full cost of this coverage shall be paid by the employee at the current group rate.

ARTICLE IX

EXTRA COMPENSATION

Section 1. The wages and salaries reflected in Schedules C & D attached hereto shall be effective only for the years 2013-14 and 2014-15 respectively.

Section 2. Extra-curricular assignments are made to cover work which is to be done over and above the regular school day class periods. Teachers assigned extra-curricular duties are to turn in proposed schedules of planned activity to the office of the superintendent prior to the start of the activity.

Section 3. National Board Teacher Certification: Upon receiving National Board Teacher Certification a teacher shall receive a one-time stipend of \$3,000. This will be payable in the year in which notification is received by the school district.

ARTICLE X

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. A. All full-time teachers shall earn sick leave at the rate of 12 days for each year of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teachers' work year, except that teacher shall be credited with four of the first year's 12 days allotment upon initial employment.

Subd. B. Unused sick leave days may accumulate to a maximum credit of 75 days of sick leave per teacher.

Subd. C. Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days.

Subd. D. The School District may require a teacher to furnish a medical certificate from a qualified physician 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 School District.

Subd. E. In the event that a medical certificate will be required the teacher will be so advised.

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

Subd. G. Upon returning to work after receiving long-term disability insurance benefits, the School District shall credit the teacher with that number of sick leave days necessary to raise the teacher's accumulated number of sick days to the same level as on September 1 prior to the first date for which long-term disability benefits for that disability were paid.

Subd. H. Sick leave pay shall be approved only upon submission of a request for absence in the absence reporting system Teachers on Call (whether or not a substitute is required).

Subd. I. Sick leave may be used for personal illness or illness and death in the immediate family. The immediate family shall be understood to include wife, husband, child, brother, sister, grandparent, grandchild, parent, or guardian of teacher-employee or his or her spouse.

Subd. J. Sick leave to a maximum of four days per year may be used for death outside the immediate family as defined in Subd. I.

Subd. K. 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, his/her salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Subd. L. Teacher Protection Bank: When a teacher has used all of his/her sick leave, the teacher may, as determined by a majority of the association officers and head negotiator, apply to the teacher protection bank if the illness is a personal illness. The teacher protection bank may also be used when illness is to care for immediate family members such as spouse or child.

- (a) Membership will be open to all teachers at the beginning of each school year or the beginning date of his/her contract thereafter.
- (b) All teachers who wish to participate will be assessed one-day sick leave. All assessed days will be accumulated from year to year in a bank where they will be available to teachers who have used all their designated sick leave days. When all the days in the bank have been exhausted, all participating teachers will be assessed one day.
- (c) The teacher protection bank shall not be used when a teacher qualifies for disability income insurance.
- (d) A teacher may withdraw from the teacher protection bank at the beginning of any school year. In case of withdrawal, a teacher's contribution of days to the teacher protection bank stays in the bank.

- (e) The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising from the administration of the teacher protection bank as specified by the exclusive representative as provided herein. Any teacher protection bank challenge shall not be subject to the grievance procedure.

Section 2. Sabbatical Leave:

Subd. A. Purpose: The purpose of the sabbatical leave program in the Pelican Rapids Public Schools is to encourage certificated members of the professional staff to engage in programs of professional improvement. The absence for sabbatical leave shall carry a compensation to help meet the costs of advanced study which shall result in a benefit to the Pelican Rapids Public Schools.

Subd. B. Eligibility: Permanent certificated employees who have completed seven (7) consecutive years of service in the school district shall be eligible for more than one sabbatical leave. In order to be eligible for more than one sabbatical leave, a teacher shall have served the Pelican Rapids School for seven (7) full years following termination of the previous sabbatical leave. The term "teacher" as used for application for sabbatical leave shall be interpreted to include all certificated members of the instructional staff.

Subd. C. Application: A teacher wishing to take sabbatical leave shall make application upon a form furnished by the superintendent of schools which shall include a statement of educational qualifications, experience, and a detailed outline of the project for which leave is requested.

Application for leave involving a fall quarter or semester shall be filed before the previous April 1.

Application for leave involving a spring quarter or semester shall be filed before the previous October 1.

Teachers shall be recommended for sabbatical leave to the School District by the Superintendent.

Any deviation from the approved program must be submitted to the superintendent and district for prior approval.

Subd. D. Selection and Approval: The number of sabbatical leaves granted in any year shall not exceed the equivalent of one full-time certified instructional staff per year nor shall more than one person be on leave at the same time. Selection of those to be recommended to the superintendent for sabbatical shall be made by the staff committee to be known as the Sabbatical Leave Committee.

The committee shall be composed of one school board member, the high school principal, elementary principal and four classroom teachers. The four classroom teachers shall be elected by the teachers as a whole who will elect two committee members from grades K-6 and two from grades 7-12. The first four teachers elected shall serve for 1-2-2-3 years respectively; each succeeding teacher member of the committee shall serve for three (3) years and may be re-elected.

Subd. E. Provisions of Leave: Sabbatical leave may be granted for study, travel, research, or other approved programs.

Subd. F. Terms of Leave:

- (a) Sabbatical leave may be granted for a full school year or a fraction thereof.
- (b) Compensation to teachers on sabbatical leave will be paid by the School District at fifty (50) percent of the salary schedule rate which they would have received if they had remained on active work duty and health insurance premiums provided by the District shall be continued.
- (c) Teachers obligation for future service after having been granted sabbatical leave shall be that they pledge themselves to return to and serve the Pelican Rapids Public Schools for a period of one year and if unwilling to do so, they will refund the School District the total compensation received during their leave. (The repayment provisions shall not apply when upon proper medical certification it is determined that the teacher is incapacitated and can no longer teach.)
- (d) The district agrees that upon return the teacher shall be restored to his/her former position or a position of comparable status and pay.

Section 3. Child Care Leave:

Subd. A: A child care leave shall be granted to a teacher by the School District subject to the provisions of this section to care for an adopted or natural born infant child on a full-time basis. However, no more than one person of a married couple may apply for such leave at one time.

Subd. B: A teacher making application for the child care leave shall notify the superintendent in writing not later than two months prior to the time of the effective date of the child care leave.

Subd. C: 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 a period of time covered by a child care leave. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. D: In making a determination concerning the commencement date and return date of a child care leave of absence, the School District shall not be required to:

- (a) Grant a leave of more than 12 months in duration.
- (b) Permit a teacher to return to his/her employment prior to the date designated in Subd. E. following.

Subd. E: The School District shall notify the teacher in writing of its action concerning the child care leave request, including the accepted commencement date and return date of such leave.

Subd. F: A teacher returning from child care leave shall be reemployed subject to the conditions of Article V of this Agreement, in a position for which he/she is qualified, commensurate

with a position occupied prior to commencement of such child care leave.

Subd. G: A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement date of the child care leave. The teacher shall not accrue additional experience credit or leave time during the period of absence for child care leave beyond the period of physical disability, but will retain his/her seniority position.

Subd. H: A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but they shall be required to pay the entire premium for such programs as he/she wishes to retain, commencing with the beginning of the child care leave. The right to participate in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this section.

Subd. I: The parties further agree that any childcare leave of absence granted under this section shall be a leave without pay.

Section 4. Military Leave: Military leave of up to a required number of years will be granted to any teacher who is inducted into any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule granted up to four years experience which he/she would have achieved had he/she remained actively employed in the system during the period of he/her absence. Military leave time cannot be used to gain tenure.

Section 5. Adoption Leave: The District shall grant an adoption leave without pay to any teacher who makes a written application for such leave. Adoption leave benefits shall apply to both married and unmarried teachers, however, no more than one person of a married couple may apply for adoption leave upon the adoption of any child.

Subd. A: Upon learning of the date of receipt of a child, the teacher shall submit a written application for adoption leave to the district.

Subd. B: Adoption leave will commence at the date of receipt of child and may be for a period of up to one year.

Subd. C: Upon signifying his or her intent to return to work within the one year period, the teacher shall be reinstated to his or her original job or to a position of like status and pay. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary and fringe benefits which he or she had accrued prior to taking adoption leave.

Section 6. Personal Leave:

Subd. A: At the beginning of each school year each teacher shall be credited with three (3) days to be used for the teacher's personal business. A teacher who has ten years of full time continuous service in Pelican Rapids will qualify for an additional personal leave day for a total of four (4) days.

Subd. B: A personal leave day may be used at the discretion of the teacher. A teacher planning to use a personal leave day shall notify his or her principal as soon as possible, at least one day in advance, except in the case of an emergency. No leave will be granted during Parent-Teacher

conferences with the exception of emergencies. Emergency situations during Parent-Teacher conferences will require the building Principal's approval.

Subd. C: Personal leave days may accumulate to up to five (5) days and no more than three teachers excluding Title Teachers from each building may be gone on personal leave at one time except for the month of May when the limit shall be two per building. No more than two Title Teachers may be gone on personal leave at one time except for the month of May when the limit shall be one.

Subd. D: After personal leave days are used, teachers with five (5) years or less employment in the district that need to be gone for personal reasons may be gone for one (1) day for which the teacher pays for the substitute teacher at the current rate. For teachers with more than five (5) years of employment, the teacher may be gone for up to two (2) days for which the teacher pays for the substitute teacher at the current rate. Any other personal leave days shall forfeit 1/155 of annual pay per school day of absence.

Subd. E: Personal leave days not utilized or accumulated will be paid at the current rate of substitute teacher pay to be paid no later than June 30th of each year. Payroll must be notified by May 31 of the current school year if you wish to carry over any personal days to the next school year.

Subd. F: Personal leave days may be used in intervals of one-half day if so desired.

Section 7. Jury Service:

Subd. A: A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty services shall be remitted to the school district, except that the teacher shall retain any mileage and meal allowances paid by the court.

ARTICLE XI.

HOURS OF SERVICE

Section 1. Teacher Workday:

Subd. A: The workday of classroom teachers will begin no later than thirty minutes before the designated starting time for students with the teacher being at his/her first class station fifteen minutes before the designated starting time for students. The workday of classroom teachers will end thirty minutes after the designated dismissal time.

Subd. B: Extra curricular assignments are considered a part of this agreement and teachers assigned will perform their duties at the scheduled activity.

Subd. C: Teachers may leave earlier than the established dismissal time and must notify their respective principal of the need and secure the agreement of the principal.

Subd. D: Dismissal before holidays will be the same for teachers as for pupils.

Subd. E: All teachers shall receive a 30 minute, duty-free lunch period.

Subd. F: Full-time secondary teachers shall receive a minimum of one period during the school day for preparation. Full-time elementary teachers shall receive a minimum of 60 minutes of preparation time during the 4 day school week day scheduled in one or two uninterrupted time periods.

ARTICLE XII.

LENGTH OF SCHOOL YEAR

Section 1. Duty Days: The School District shall, prior to April 1 of each school year, establish the number of school days and teacher duty days for the next school year and the teachers shall perform services on these days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and pursuant to such authority has determined to conduct school. The four day school week for the 2013-14 school year shall consist of 155 duty days, and the four day school week for the 2014-15 school year shall consist of 155 duty days.

Section 2. Emergency Days: Up to five days may be used in the event of an emergency that prevents the teacher from completing his/her duty day. This leave is to be deducted from personal sick leave. An emergency will be defined as a violent act of nature such as fire, tornado, or flood.

ARTICLE XIII.
DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2015, and thereafter until modifications are made pursuant to the PELRA of 1971 as amended. In the event a successor agreement is not entered into prior to the commencement of school in 2015, a teacher shall be compensated according to the last individual contract executed between the teacher and the School District until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2015, it shall give written notice of such intent no later than May 1, 2015. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Retroactive Pay: Schedules A, B, and C shall be retroactive to July 1, 2013, and such retroactive pay earned but unpaid shall be paid to the teachers within the unit the first regular payday possible as mutually agreed between the parties for services rendered from July 1, 2013, to the date of this contract. Thereafter, the terms of the Schedules shall be paid as provided within this contract.

Section 3. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the teachers of the District. The provisions herein relating to the terms and conditions of employment supersede any and all prior Agreements, resolutions, practices. School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 4. 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.

Section 5. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Agreement or the application of any provision thereof.

Section 6. PELRA: All references to the Public Employees Labor Relations Act (PELRA) shall be in reference to that Act as it is amended at the date of this contract.

ARTICLE XIV
TITLE/ADSIS HOURLY TEACHERS

Definition: Article XIV includes all hourly Title/ADSIS positions whereas a certified teaching licensure is required.

26 hours or more of teaching each week as a Title Teacher are needed to qualify for pro rata salary schedule, insurance benefits, and seniority. The past practice of granting Title Teachers seniority upon being hired as a full time classroom Teacher will no longer be granted as of July 1, 2011.

Combination Assignments: When Title Teachers teach concurrently in another area, the hours taught in Title shall not be combined with another assignment to determine total hours of employment for the purpose of determining eligibility for seniority, salary schedule placement, or other benefits.

Title Teachers shall receive tenure as MN statute states.

Personal Leave:

Subd. A: At the beginning of each school year each Title Teacher shall be credited with three (3) days to be used for the Title Teacher's personal business. A Title teacher who has ten years of continuous service in Pelican Rapids will qualify for an additional personal leave day for a total of four days.

Subd. B: A personal leave day may be used at the discretion of the Title Teacher. A Title Teacher planning to use a personal leave day shall notify his or her principal as soon as possible, at least one day in advance, except in the case of an emergency. No leave will be granted during Parent-Title Teacher conferences with the exception of emergencies. Emergency situations during Parent-Title Teacher conferences will require the building Principal's approval.

Subd. C: Personal leave days may accumulate to up to five (5) days and no more than two Title Teachers from each building may be gone on personal leave at one time except for the month of May when the limit shall be one per building.

Subd. D: After personal leave days are used, Title Teachers with five (5) years or fewer employment in the district that need to be gone for personal reasons may be gone for one (1) day for which the Title Teacher pays for the substitute Title Teacher at the current rate. For Title Teachers with more than five (5) years of employment, the Title Teacher may be gone for up to two (2) days for which the Title Teacher pays for the substitute Title Teacher at the current rate.

Subd.E: Personal leave days not utilized or accumulated will be paid at the current rate of substitute Title Teacher pay to be paid no later than June 30th of each year. Payroll must be notified by May 31 of the current school year if you wish to carry over any personal days to the next school year.

Subd. F. Personal leave days may be used in intervals of one-half day if so desired.

Sick Leave:

Subd. A. All Title Teachers shall earn sick leave at the rate of 12 days for each year of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the Title Teachers' work year, except that Title Teacher shall be credited with four of the first year's 12 days allotment upon initial employment.

Subd. B. Unused sick leave days may accumulate to a maximum credit of 75 days of sick leave per Title Teacher.

Subd. C. Sick leave with pay shall be allowed by the School District whenever a Title Teacher's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days.

Subd. D. The School District may require a Title Teacher to furnish a medical certificate from a qualified physician 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 Title Teacher for sick leave is reserved to the School District.

Subd. E. In the event that a medical certificate will be required the Title Teacher will be so advised.

Subd. F. Sick leave allowed shall be deducted from the accrued sick leave days earned by the Title Teacher.

Subd. G. Sick leave pay shall be approved only upon submission of a request for absence in the absence reporting system Teacher on Call (whether or not a substitute is required.)

Subd. H. Sick leave may be used for personal illness or illness and death in the immediate family. The immediate family shall be understood to include wife, husband, child, brother, sister, grandparent, grandchild, parent, or guardian of Title Teacher-employee or his or her spouse.

Subd. I. Sick leave to a maximum of four days per year may be used for death outside the immediate family as defined in Subd. H.

Teacher Protection Bank: When a Title Teacher has used all of his/her sick leave, the Title Teacher may, as determined by a majority of the association officers and head negotiator, apply to the association teacher protection bank if the illness is a personal illness. The teacher protection bank may also be used when illness is to care for immediate family members such as spouse or child.

- (a) Membership will be open to all Title Teachers at the beginning of each school year or the beginning date of his/her contract thereafter.
- (b) All Title Teachers who wish to participate will be assessed one-day sick leave. All assessed days will be accumulated from year to year in a bank where they will be available to Title Teachers who have used all their designated sick leave days. When all the days in the bank have been exhausted, all participating Title Teachers will be assessed one day.
- (c) A Title Teacher may withdraw from the teacher protection bank at the beginning of any school year. In case of withdrawal, a Title Teacher's contribution of days to the teacher protection bank stays in the bank.
- (d) The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgements 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 from the administration of the

teacher protection bank as specified by the exclusive representative as provided herein. Any teacher protection bank challenge shall not be subject to the grievance procedure.

Child Care Leave:

Subd. A: A child care leave shall be granted to a Title Teacher by the School District subject to the provisions of this section to care for an adopted or natural born infant child on a full-time basis. However, no more than one person of a married couple may apply for such leave at one time.

Subd. B: A Title Teacher making application for the child care leave shall notify the superintendent in writing not later than two months prior to the time of the effective date of the child care leave.

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

Subd. D: In making a determination concerning the commencement date and return date of a child care leave of absence, the School District shall not be required to:

- (a) Grant a leave of more than 12 months in duration.
- (b) Permit a Title Teacher to return to his/her employment prior to the date designated in Subd. E. following.

Subd. E: The School District shall notify the Title Teacher in writing of its action concerning the child care leave request, including the accepted commencement date and return date of such leave.

Subd. F: A Title Teacher returning from child care leave shall be reemployed in a position for which he/she is qualified, commensurate with a position occupied prior to commencement of such child care leave.

Subd. G: The parties further agree that any childcare leave of absence granted under this section shall be a leave without pay.

Military Leave: Military leave of up to a required number of years will be granted to any Title Teacher who is inducted into any branch of the armed forces of the United States. Military leave time cannot be used to gain tenure.

Jury Service: A Title Teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty services shall be remitted to the school district, except that the Title Teacher shall retain any mileage and meal allowances paid by the court.

Adoption Leave: The District shall grant an adoption leave without pay to any Title Teacher who makes a written application for such leave. Adoption leave benefits shall apply to both married and unmarried Title Teachers, however, no more than one person of a married couple may apply for adoption leave upon the adoption of any child.

Subd. A: Upon learning of the date or receipt of a child, the Title Teacher shall submit a written

application for adoption leave to the district.

Subd. B: Adoption leave will commence at the date of receipt of child and may be for a period of up to one year.

Subd. C: Upon signifying his or her intent to return to work within the one year period, the Title Teacher shall be reinstated to his or her original job or to a position of like status and pay.

Emergency Days: Up to five days may be used in the event of an emergency that prevents the Title Teacher from completing his/her duty day. This leave is to be deducted from personal sick leave. An emergency will be defined as a violent act of nature such as fire, tornado, or flood.

Flex Time: Title teachers can earn flex time if preapproved by the building principal. Flex time can be used only with the building principal's preapproval.

Seniority: A seniority list will be established among the Title teachers. Seniority among the Title Teachers should reflect the first day of continuous service in the Title program. This seniority will not follow them if they are hired as a full time teacher.

Title Teacher Rate of Pay : The Title Teachers will be paid \$22.58 per hour for the 2013-2014 school year and \$23.13 per hour for the 2014-2015 school year.

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

For the Pelican Rapids Education Association:	For Independent School District No. 548:
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President

Chairman

Secretary

Clerk

Chief Teacher Negotiator
Dated this ____ day of
_____, 2014.

Chief Board Negotiator
Dated this ____ day of
_____, 2014.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District No. 548, Pelican Rapids Public School (hereafter "School District") and the Pelican Rapids Education Association (hereafter "PREA").

WHEREAS, the School District and the Union are parties to the Master Agreement, effective July 1, 2013 through June 30, 2015; and

WHEREAS, the Minnesota Department of Education has approved the Alternative Learning Program, Alternative Learning Center (hereafter "ALP" "ALC") application submitted by the School District, and

NOW, THEREFORE, the parties hereto have agreed as follows:

1. Teachers in the ALP/ALC working more than 25 hours will be paid on an hourly rate of \$27.43 for the 2013-2014 and \$27.99 for the 2014-2015.
2. Teachers in the ALP/ALC will not gain seniority nor have any bumping rights into the regular teacher seniority list.
3. Part-time teachers teaching 25 hours per week or more shall receive the same health insurance coverage as the District's master teacher contract allows, subject to approval of the insurance carrier, but premiums shall be shared on a pro rata basis of their hours of employment. They shall not be eligible for life insurance or long term disability insurance. Part-time teachers teaching less than 25 hours per week shall not be eligible for insurance benefits of any kind.
4. This memorandum will be in effect for all ALP/ALC teachers.

By signing below, the parties agree to the terms of this Memorandum of Understanding.

INDEPENDENT SCHOOL DISTRICT NO. 548

District Representative

Date

PELICAN RAPIDS EDUCATION ASSOCIATION

PREA Representative

Date

SCHEDULE A
2013-14 SALARY SCHEDULE

	BA	15	30	45	60	5 YR.	MA	15	30
1	38,505	40,175	41,845	43,515	45,185	45,185	46,855	48,525	50,195
2	39,360	41,030	42,700	44,370	46,040	46,040	47,710	49,380	51,050
3	40,215	41,885	43,555	45,225	46,895	46,895	48,565	50,235	51,905
4	41,070	42,740	44,410	46,080	47,750	47,750	49,420	51,090	52,760
5	42,310	43,980	45,650	47,320	48,990	48,990	50,660	52,330	54,000
6	43,550	45,220	46,890	48,560	50,230	50,230	51,900	53,570	55,240
7	44,790	46,460	48,130	49,800	51,470	51,470	53,140	54,810	56,480
8	46,030	47,700	49,370	51,040	52,710	52,710	54,380	56,050	57,720
9	48,190	49,860	51,530	53,200	54,870	54,870	56,540	58,210	59,880
10	50,350	52,020	53,690	55,360	57,030	57,030	58,700	60,370	62,040
11	52,510	54,180	55,850	57,520	59,190	59,190	60,860	62,530	64,200
12						61,595	63,265	64,935	66,605

SCHEDULE B
2014-15 SALARY SCHEDULE

	BA	15	30	45	60	5 YR.	MA	15	30
1	39,490	41,160	42,830	44,500	46,170	46,170	47,840	49,510	51,180
2	40,365	42,035	43,705	45,375	47,045	47,045	48,715	50,385	52,055
3	41,240	42,910	44,580	46,250	47,920	47,920	49,590	51,260	52,930
4	42,115	43,785	45,455	47,125	48,795	48,795	50,465	52,135	53,805
5	43,390	45,060	46,730	48,400	50,070	50,070	51,740	53,410	55,080
6	44,665	46,335	48,005	49,675	51,345	51,345	53,015	54,685	56,355
7	45,940	47,610	49,280	50,950	52,620	52,620	54,290	55,960	57,630
8	47,215	48,885	50,555	52,225	53,895	53,895	55,565	57,235	58,905
9	49,355	51,025	52,695	54,365	56,035	56,035	57,705	59,375	61,045
10	51,495	53,165	54,835	56,505	58,175	58,175	59,845	61,515	63,185
11	53,635	55,305	56,975	58,645	60,315	60,315	61,985	63,655	65,325
12						63,157	64,827	66,497	68,167

SCHEDULE C

EXTRA CURRICULAR PAY SCHEDULE FOR INDEPENDENT SCHOOL DISTRICT NO. 548 FOR THE CONTRACT PERIOD JULY 1, 2013 THROUGH JUNE 30, 2014

POSITION	YEARS EXPERIENCE IN SPECIFIC EXTRA CURRICULAR AREA		
	(0) 80%	(1) 90%	(2) 100%
HEAD COACH			
Football	4074	4584	5093
Basketball (2)	4447	5003	5559
Wrestling	3703	4166	4629
Gymnastics	3703	4166	4629
Track (2)	3489	3925	4361
Golf (2)	2670	3004	3338
Volleyball	4074	4584	5093
Cross Country	3651	4108	4564
Baseball	3489	3925	4361
Softball	3489	3925	4361
Danceline	3370	3791	4212
ASSISTANT COACH			
Football (3)	2670	3004	3338
Basketball (6)	2886	3246	3607
Wrestling (2)	2407	2708	3009
Gymnastics	2407	2708	3009
Track (2)	2276	2561	2845
Golf (4)	1696	1908	2120
Volleyball (2)	2670	3004	3338
Cross Country	2354	2648	2942
Soccer	2354	2648	2942
Baseball	2276	2561	2845
Softball	2276	2561	2845
JR. HIGH COACH			
Football (4)	1375	1547	1719
Basketball (4)	1375	1547	1719
Volleyball (2)	1375	1547	1719
Wrestling	1375	1547	1719
Track (2)	1375	1547	1719
Softball	1375	1547	1719
Baseball	1375	1547	1719

ELEMENTARY COACH			
Basketball	1558	1753	1948
Softball/Track	1086	1221	1357
Flag Football	1086	1221	1357
Winter Sports	1086	1221	1357
Wrestling (2)	399	449	499
CHEERLEADING ADVISOR			
Football	740	833	925
Basketball	740	833	925
Wrestling	740	833	925
PEP BAND	794	894	993
EXTRA INSTRUMENTAL MUSIC	2617	2944	3271
ALL SCHOOL PLAY	1033	1162	1291
ALL SCHOOL MUSICAL (3)	1534	1726	1918
ONE ACT PLAY	979	1102	1224
SR. HIGH KNOWLEDGE BOWL	955	1075	1194
JR. HIGH KNOWLEDGE BOWL	179	202	224
MATH TEAM	955	1075	1194
SADD ADVISOR	955	1075	1194
MOCK TRIAL	818	920	1022
HEAD SPEECH	2646	2977	3308
ASSISTANT SPEECH (3)	2116	2381	2645
ANNUAL	2115	2380	2644
EXTRA VOCAL GROUPS	2617	2944	3271
ASST. EXTRA VOCAL GROUPS	2105	2368	2631
ELEMENTARY CHOIRS	1057	1189	1321

F.F.A.	3411	3838	4264
F.L.A.	1901	2138	2376
SCHOOL PATROL	424	477	530
STUDENT COUNCIL - HIGH SCHOOL	1428	1607	1785
STUDENT COUNCIL-ELEMENTARY	424	477	530
NATIONAL HONOR SOCIETY	951	1070	1189
SCHOOL PAPER	637	716	796
PROM ADVISOR	585	658	731
SCIENCE FAIR ADVISOR	1796	2021	2245
DRIVER'S TRAINING		\$25.00/hr.	
SUMMER MARCHING BAND AND LESSONS		\$20.00/hr.	

SCHEDULE C

EXTRA CURRICULAR PAY SCHEDULE FOR INDEPENDENT SCHOOL DISTRICT NO. 548 FOR THE CONTRACT PERIOD JULY 1, 2014 THROUGH JUNE 30, 2015

POSITION	YEARS EXPERIENCE IN SPECIFIC EXTRA CURRICULAR AREA		
	(0) 80%	(1) 90%	(2) 100%
HEAD COACH			
Football	4174	4695	5217
Basketball (2)	4555	5125	5694
Wrestling	3793	4267	4741
Gymnastics	3793	4267	4741
Track (2)	3574	4020	4467
Golf (2)	2735	3077	3419
Volleyball	4174	4695	5217
Cross Country	3739	4207	4674
Baseball	3574	4020	4467
Softball	3574	4020	4467
Danceline	3451	3883	4314
ASSISTANT COACH			
Football (3)	2735	3077	3419
Basketball (6)	2956	3326	3695
Wrestling (2)	2466	2774	3082
Gymnastics	2466	2774	3082
Track (2)	2331	2623	2914
Golf (4)	1738	1955	2172
Volleyball (2)	2735	3077	3419
Cross Country	2411	2713	3014
Soccer	2411	2713	3014
Baseball	2331	2623	2914
Softball	2331	2623	2914
JR. HIGH COACH			
Football (4)	1409	1585	1761
Basketball (4)	1409	1585	1761
Volleyball (2)	1409	1585	1761
Wrestling	1409	1585	1761
Track (2)	1409	1585	1761
Softball	1409	1585	1761
Baseball	1409	1585	1761

ELEMENTARY COACH			
Basketball	1596	1796	1995
Softball/Track	1112	1251	1390
Flag Football	1112	1251	1390
Winter Sports	1112	1251	1390
Wrestling (2)	409	460	511
CHEERLEADING ADVISOR			
Football	758	852	947
Basketball	758	852	947
Wrestling	758	852	947
PEP BAND	814	915	1017
EXTRA INSTRUMENTAL MUSIC	2680	3015	3350
ALL SCHOOL PLAY	1058	1190	1322
ALL SCHOOL MUSICAL (3)	1572	1769	1965
ONE ACT PLAY	1003	1129	1254
SR. HIGH KNOWLEDGE BOWL	978	1101	1223
JR. HIGH KNOWLEDGE BOWL	184	207	230
MATH TEAM	978	1101	1223
SADD ADVISOR	978	1101	1223
MOCK TRIAL	838	942	1047
HEAD SPEECH	2710	3049	3388
ASSISTANT SPEECH (3)	2167	2438	2709
ANNUAL	2166	2437	2708
EXTRA VOCAL GROUPS	2680	3015	3350
ASST. EXTRA VOCAL GROUPS	2156	2426	2695
ELEMENTARY CHOIRS	1082	1218	1353

F.F.A.	3494	3931	4368
F.L.A.	1947	2191	2434
SCHOOL PATROL	434	489	543
STUDENT COUNCIL - HIGH SCHOOL	1462	1645	1828
STUDENT COUNCIL-ELEMENTARY	434	489	543
NATIONAL HONOR SOCIETY	974	1096	1218
SCHOOL PAPER	652	734	815
PROM ADVISOR	599	674	749
SCIENCE FAIR ADVISOR	1840	2070	2300
DRIVER'S TRAINING		\$25.60/hr.	
SUMMER MARCHING BAND AND LESSONS		\$20.49/hr.	