

MASTER AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 2899  
Plainview, Minnesota

And

EDUCATION MINNESOTA PLAINVIEW-ELGIN-MILLVILLE

representing

The Teachers Of The  
School District

EFFECTIVE:  
July 1, 2013  
through  
June 30, 2015

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## **ARTICLE I – PURPOSE**

Section 1. Parties: This agreement, entered into between the School Board of Independent School District No. 2899, Plainview-Elgin-Millville, Minnesota, hereinafter referred to as the school board, and the Education Minnesota Plainview-Elgin-Millville, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1984 as amended, hereinafter referred to as the P.E.L.R.A. as amended, shall provide the terms and conditions of employment for teachers during the duration of this Agreement.

Section 2. Contract Security: Any individual contract or individual contract modification between the board and an individual teacher shall be subject to the provisions of this contract. Any individual contract language that is inconsistent with this master contract, the master contract, during its duration, shall be controlling.

## **ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with P.E.L.R.A. as amended, the school board recognizes Education Minnesota Plainview-Elgin-Millville as the exclusive representative of teachers, employed by the school board of Independent School District No. 2899, whose exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. as amended and as described in the provisions of the Agreement.

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

## **ARTICLE III - DEFINITIONS**

Section 1. Terms and conditions of employment: The term “terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the District’s personnel policies affecting the working conditions of the teachers. In the case of teachers, the term does not mean educational policies of the School District. “Terms and conditions of employment” is subject to the provisions of P.E.L.R.A.

Section 2. Teachers: The term “teacher” shall mean any person employed by Independent School District #2899 in a position for which licensure is required by the Board of Teaching or the State of Minnesota including school nurse, physical therapist, or occupational therapist. It shall not mean superintendent, assistant superintendent, principal, and assistant principal who devote more than 50% of time to administrative or supervisory duties or temporary or part-time employees, employed fewer than 60 days. But the exclusion shall not apply to (1) an employee hired by the School District to replace an absent teacher who at the time of his absence is a "public employee" not within the exclusions of this section where the replacement employee is employed more than 60 working days as a replacement for that teacher; and (2) an employee hired by the School District for a teaching position created by increased enrollment, curriculum expansion, courses which are a part of the curriculum whether offered annually or not, or other appropriate reasons. Should the district be unable to find a suitable candidate for the position

of licensed school nurse, the District reserves the right to pursue other options in order to fill this position.

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

Section 4. Part-time Teachers: All teachers hired prior to the 1983-84 school year shall continue to receive full benefits. Teachers hired 1983-84 or thereafter shall have all benefits pro-rated according to his/her part time salary calculation. Teachers with an original contract of fewer than 60 days, in any one school year, will receive no fringe benefits.

Section 5. Exchange Teachers: Teachers retain all rights and obligations in the employing district as though teaching in that district.

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

#### **ARTICLE IV - SCHOOL BOARD RIGHTS**

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

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this agreement shall perform the teaching and non-teaching services prescribed by the school board, and shall be governed by the laws of the State of Minnesota and by the school board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school board, all employees covered by this Agreement, and all provisions of the Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders, shall be null and void and without force and effect.

## **ARTICLE V - TEACHER RIGHTS**

Section 1. Statute and P.E.L.R.A. Rights: Nothing in this contract shall be construed to limit, impair or affect the statute right of any teacher and the provisions of P.E.L.R.A. are hereby incorporated as provisions of this contract.

Section 2. Request for Dues Check Off: Teachers shall have the right to request and be allowed dues check off for the teacher organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to 179A.06 Subd. 6 of the P.E.L.R.A. as amended. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues which the teacher has agreed to pay to the teacher organization over a one, three, or nine month period, beginning with the teacher's first pay check of this new school term.

Section 3. Fair Share Fee:

Subd. 1. Upon request of the exclusive representative, the board shall authorize deduction of a fair share fee, as determined by the exclusive representative in accordance with P.E.L.R.A., from the pay of any teacher who is not a member of the exclusive representative in good standing or who does not make membership application within thirty (30) days from the date of commencement of teaching duties.

Subd. 2. 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.

Subd. 3. Upon receipt of a properly executed authorization card of the member involved, the school district will deduct from the member's paycheck the amount the member has agreed to contribute to The NEA Fund For Children and Public Education. The school district is responsible to transmit contributions, along with a roster of contributors, on a monthly basis to the exclusive representative.

## **ARTICLE VI - FAIR PRACTICES**

Section 1. Rights of Citizenship:

Subd. 1 The teachers shall be entitled to full rights of citizenship, and no religious or political activities (or lack thereof) engaged in outside of the hours of employment shall be grounds for any disciplinary action with respect to the employment of any teacher.

Subd. 2 The provisions of this contract shall be applied equitably to all members of the unit without regard to race, creed, religion, color, national origin, age, sex, marital status, or disability.

Section 2. Political Rights:

Subd. 1 The teachers shall have the right to be active politically, except during the hours of employment. Political rights shall include: registering, voting, political party participation, political issue discussion, campaigning for issues and/or candidates, contributing to campaigns of candidates, issues, lobbying, organizing political action groups, running for and/or serving in elected offices which are not incompatible with the current employment.

Subd. 2. The teachers shall not use institutional privileges or facilities to promote political candidates and/or issues, to further partisan political activities, or to promote personal philosophies.

Section 3. Working Conditions: Teachers shall not be required to work under unsafe or hazardous conditions as defined by the Occupational Safety and Health Administration or to perform tasks which endanger their health, safety or well-being.

**ARTICLE VII - UNREQUESTED LEAVE AND SENIORITY**

Section 1. Procedures: In the event the school board because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts should require the reduction of members of the unit, they shall be dismissed according to their seniority in years with the Plainview-Elgin-Millville School District. Those with the least seniority shall be dismissed first.

Section 2. Termination: Teachers shall be terminated according to the seniority by years in the School District and job availability in all areas for which they possess license for full-time teaching. A teacher who may claim seniority in any area of licensure because of action by the school board pursuant to Section 1, shall have the option to waive the exercise of that right and elect to be placed on unrequested leave of absence. However, nothing herein shall affect or impair the District's right of assignment otherwise provided by this Agreement.

Section 3. Unrequested Leave Payment: Any teacher placed on unrequested leave of absence shall be paid the sum of \$2,000. If the teacher is recalled, the teacher shall repay the \$2,000 to the district.

Section 4. Reinstatement: All teachers terminated according to this policy after January 1, 1978, shall be granted an unrequested leave of absence of 5 years after which the right to reinstatement shall terminate provided the teacher's right to reinstatement shall also terminate if he/she fails to file with the Plainview-Elgin-Millville Board of Education by February 1 of each year a written statement requesting reinstatement. All vacancies in the system will be filled from those teachers on unrequested leave who have the necessary qualifications and licensure in a reverse order in which they were placed on unrequested leave of absence. It shall be the responsibility of the teacher who is on unrequested leave of absence to keep the School District informed of his/her current mailing address. In the event that the School District cannot locate the teacher on unrequested leave of absence after 30 days, that teacher shall be considered terminated. All communications of the attempt to locate the teacher shall be provided in writing

to the exclusive representative upon written request. A teaching vacancy exists upon official board action.

Section 5. Seniority: Seniority shall be based on years of service in the Plainview-Elgin-Millville School District. Teachers, nurses, counselors, social workers, librarians and those employees who, by statute, are included in the definition of seniority, shall be counted for seniority.

Section 6. Determination of Seniority:

Subd. 1. Seniority in the district shall be computed on the basis of a teacher's continuous employment from the first day of actual teaching service with the district.

Subd. 2. Teachers teaching less than the full contract day or year shall accrue seniority on a pro rata basis. Teachers originally hired as full time and later placed on unrequested leave for a part of their previous assignment, and assigned less than a full-time position, shall accrue full year seniority.

Subd. 3. The board shall prepare from its records a seniority list which shall contain the name, seniority status, months of service, file folder number, lane placement, hire dates and area(s) of licensure of each teacher.

Subd. 4. The annual seniority list will be established effective October 1 of each year. The exclusive representative shall review the seniority list and present to the superintendent any modifications or questions noted by November 1. A finalized list agreed to by the administration and exclusive representative shall be established effective December 1 of each year. The seniority list may not be modified after December 1 until September 1 of the following year, at which time licensed teachers may add state approved license changes.

Subd. 5. The seniority list shall be provided to the exclusive representative on or before October 1, annually, and the list shall be made available to the teachers upon request with updated information.

Subd. 6. When two or more teachers are hired with the same first day of actual teaching service, the teacher who has attained the highest lane placement shall be given the greatest seniority. If ties remain, further determination of seniority shall be made on the basis of which teacher has the lowest teaching license file number with the greatest seniority given to the teacher with the lowest file number.

Subd. 7. The original seniority date shall be retained by any teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40 but whose employment was subsequently reinstated by the board without interruption of regular service.

**ARTICLE VIII - EDUCATIONAL MEET AND CONFER COMMITTEE**

Section 1. Representatives: A Meet and Confer Council consisting of teachers appointed by the Exclusive Representative, administrators and two (2) representatives of the School Board shall be established in order to comply with the Meet and Confer provisions of P.E.L.R.A.



The Council shall meet at least every quarter from September to May.

Section 2. Agenda: The Council shall work from an established agenda of items submitted at least one week prior to the meetings.

Section 3. Cancellation: Meet and Confer sessions may be canceled by mutual consent. The exclusive representative shall select a committee of teachers to meet and confer with the board on matters not included in this agreement relating to services being provided in accordance with P.E.L.R.A.

## **ARTICLE IX – RETIREMENT PAY**

Section 1. Eligibility: Teachers who have completed at least 15 years of service with ISD 806, ISD 810, ISD 2899, or some combination thereof, and who are at least 55 years of age shall be eligible for retirement pay pursuant to the provisions of this article upon written notification of retirement which is accepted by the board at their regularly scheduled March board meeting.

Section 2. Years of Service: The fifteen years used to determine benefits under Sec. 5 shall be the years of full-time or closest to full time service during the years of employment in the district.

Section 3. Basis of Retirement Pay: Eligible teachers, upon retirement, shall receive retirement pay based upon no more than 100 days of the teacher's accumulated sick leave, subject to the provisions of this agreement.

Section 4. Application: In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate of a full-time equivalent position at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extra-curricular activities, extended employment, or other extra compensation.

Section 5. Payment: Retirement pay shall be paid in full 30 days from the last day of service.

Section 6. Legal Compliance: Should the exclusive representative and the school board by mutual agreement, or a court, determine that any part of this Article IX is in violation of existing law, the Exclusive Representative and the School Board agree to reopen negotiations solely for the purpose of this Article IX. Should no agreement be reached within 30 days of the first meeting, the decision of an arbitrator as to terms and conditions of Article IX will prevail for the remaining term of this contract. For purposes of implementing the submission of Article IX to binding arbitration, it is understood and agreed that both the Exclusive Representative and the School Board shall submit their then last, best offer to binding interest arbitration for resolving their differences to Article IX. Arbitration shall be pursuant to P.E.L.R.A. and the rules of the Minnesota Bureau of Mediation Services. It is further understood and agreed that all issues relative to the legality of this Article and the submission of the same to binding arbitration, shall apply to the rights of all teachers under the Article.

Section 7. 403B Match: Teachers hired before July 1, 1999, will continue to be covered under the retirement language of this Article until it expires on June 30, 2015. School District contributions made to a teacher's 403b matching annuity plan will be deducted from any

severance pay which is payable to that teacher upon resignation. In addition any match amount the employee could have received pursuant to Article X, 403b, Match Plan, Section 1, but failed to contribute and did not receive because he/she chose not to make the contribution necessary to receive the match will be paid by the employer directly into the employee's 403b upon retirement after a deduction of the amount of the school district's contributions made in accordance with Article X.

Subd 1. The total employer's contribution into the 403b will never exceed the total amount the employee was eligible to receive as a matching contribution.

Subd 2. Any remaining severance shall be deposited within 30 days of the effective date of the resignation to the employee's MSRS PRHCSP.

Section 8. Teachers hired after July 1, 1999, shall not be eligible for retirement pay as described in the article.

### **ARTICLE X – 403B MATCH PLAN**

Section 1. Eligibility: All, full time, continuing contract teachers employed by the district shall be eligible to participate in a 403b matching contribution plan as allowed by Minnesota statute. The district will match eligible teacher contributions based on the start of the following years of teaching experience in the District, up to a maximum of the following dollar amounts:

2013-2015	
Tenure– 9 years	\$1,000
10 – 15 year	\$1,300
16+ years	\$1,500

Since payroll will be processed two times a month, the TSA match from the employer and employee will be in equal amounts for each payroll.

Section 2. Notification: Eligible teachers shall notify the School District in writing no later than June 30 each year of their intention to participate in this 403b annuity matching contribution plan for the following year and the amount of their contribution. Such participation shall continue from year to year at the specified amount unless the teacher notifies the School District to the contrary.

Section 3. Provider Selection: Effective the 2013-14 school year the district will accept up to two new providers, with a minimum requirement of ten employees enrolled with that vendor. The teacher and district matching 403b contributions must go to one of the eligible product providers (Beginning September 1, 2008, the 403b vendors shall be Economic Services, Inc, FTJ Fundchoice and Thrivent.) The teacher reserves the right to contract with the provider of their choice. Teachers reserve the right to review their plan annually and make changes, if needed.

Section 4. Part-time and Unpaid Leave: Teachers working less than 184 days in a school year may participate in the matching contribution plan on a pro rata basis to the length of their school year. Teachers on unpaid leaves may not participate in the matching program while on leave.

## **ARTICLE XI - BASIC SCHEDULES AND RATES OF PAY**

Section 1. Basic Salary Schedule: The wages and salaries reflected in Schedules A and B, attached hereto, shall be part of the Agreement for the 2013-2015 school years.

Section 2. Status of Salary Schedule: The salary schedule shall not be construed as part of a teacher's continuing contract. A teacher's advancement is subject to the right of the School District to withhold increments, lane changes, or other salary increases for good and sufficient grounds. The school board shall give written notice and reasons for such action and such notice shall be in advance of any action. The teacher in question shall not be denied a hearing before the entire school board before any increment is withheld. An action withholding a salary increase shall be subject to the grievance procedure.

Section 3. Placement on Salary Schedule: To be eligible for intermediate salary lanes after graduation with a Bachelor's Degree, credits in multiples of 15 quarter/10 semester hours shall be subject to approval by the superintendent prior to taking the course(s). Any disagreement with the superintendent's decision will be referred to the school board. Credits must be in teacher's area of present licensure. A graduate degree program or certification program must be in a related subject area and approved by the superintendent. Credits will be honored, providing a college transcript of grades is presented to the superintendent of schools. Up to five (5) undergraduate credits per lane will be honored. Salary increases will be effective the calendar month following the submission of credits for lane changes by October 1st, February 1st, and July 1<sup>st</sup>. A pro-rated method of payment will be used after credits are submitted.

Section 4. Prior Experience: A teacher new to the District who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule commensurate with not less than 50% experience gained as agreed between the School District and the teacher.

Section 5. Salary Payment: Teachers' salary checks will be paid twice a month, on the 15<sup>th</sup> and the last day of the month. If either of those dates falls on a weekend or legal holiday, the payroll will be made the day before or the last day of the work week, which ever comes first.

Section 6. Electronic Deposit: The School District shall provide for direct/electronic deposit of payroll through the bank accounts of the teacher's choice.

Section 7. Tax Sheltered Annuities: The teachers may enroll in a program of payroll deduction for the purpose of tax-deferred annuities through insurance carriers licensed to do business in Minnesota. Approval of carriers would be subject to administrative approval. In order to qualify, teachers must execute a salary modification on a form provided by the School District. The salary modification may be requested to commence or may be altered on the first of any month provided that the salary modification form is properly completed by the teacher at least thirty (30) calendar days prior to its effective date.

Section 8. Substitute teachers: Substitute teachers who are members of the bargaining unit shall be compensated at a rate not less than School District policy.

## **ARTICLE XII - EXTRA COMPENSATION**

Section 1. Extra Curricular Schedule: Salaries reflected in Schedule C, attached hereto, shall be a part of this agreement. Salaries paid based on this schedule will be determined by years of experience in the system in this extra-curricular activity or directly related activity during teacher's career. If an individual moved from a similar position (Example: in a boys' sport to a girls' sport), the experience gained is totally transferable. Payment for each position is to be determined by multiplying the factor under the proper years of school related experience by the dollar base established for this schedule.

Section 2. Other Compensations: The wages and salaries reflected in the Schedule D, attached hereto, shall be part of this agreement.

### **ARTICLE XIII - GROUP INSURANCE**

#### Section 1. Health and Hospitalization Insurance:

Subd. 1. Health and Hospitalization Insurance shall be made available to employees in the bargaining unit and eligible retirees. For 2013-2015, this will be the Public Employee Insurance Program (PEIP).

Subd. 2. Contributions: Any change in district contribution toward health insurance will be split equally based upon an overall percentage increase or decrease in the premium cost of the district-provided health insurance. For Married Couples Teaching in the District, this language pertains to the family contribution, not the additional \$4250. The school district shall contribute a defined annual dollar amount towards the health and hospitalization insurance as follows:

- 1) Single Coverage for 2013-14: \$4335 per year for individuals employed by the school district who are covered by the provisions of this contract and who have elected single group health and hospitalization coverage. For 2014-15, the district contribution amount will be adjusted once any changes in premium are known for that year.
- 2) Family Coverage for 2013-14: \$8811 per year for individuals employed by the school district who are covered by the provisions of this contract and who have elected family group health and hospitalization coverage. For 2014-15, the district contribution amount will be adjusted once any changes in premium are known for that year. To qualify for family coverage, an employee must have legal dependents consisting of a spouse or child or both.
- 3) Married Couples Teaching in District: For couples who were married and teaching in the district prior to July 1, 2009, the board shall contribute a family contribution plus \$4250 per year toward family group health and hospitalization coverage. For 2014-15, the district contribution amount will be adjusted once any changes in premium are known for that year.

Subd. 3. Claims Against the School District: The school district's only obligation is to contribute a defined dollar amount, as agreed to in this agreement, toward the health and

hospitalization insurance plan, and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contributions: An individual is eligible for school district contributions as provided in this article as long as the teacher is employed by the school district, on paid status, and enrolled in the group health and hospitalization insurance plan. Upon termination of employment, all school district contributions shall cease, except for those as provided for in Section 5 of this Article.

Section 2. Life Insurance: The school board shall contribute the premium payment for \$75,000 for each teacher employed by the School District who is covered by the provisions of the Contract. Dependent Life options (spouse, child, and/or infant) are available through the district, with the employee paying the premium cost.

Section 3. Income Protection Insurance: The school board shall contribute 100% toward the premium payment for group income protection insurance for all teachers employed half-time or more. The income protection insurance plan shall be selected by the school board. The elimination period of this plan shall not exceed 90 consecutive calendar days.

Section 4. Dental Health Insurance: The school board shall contribute the full single premium for each teacher employed by the School District who is covered by the provisions of the contract and who elects this coverage, to be applied on a single or family dental health plan.

Section 5. Insurance Benefits for Retirees: The board shall extend the single health/hospitalization insurance provisions of this agreement to any member of the unit that desires early retirement and was enrolled at retirement. Board contributions shall cease after 8 years or upon eligibility of Medicare. For teachers hired prior to 1989, the contributions shall cease after 10 years or upon eligibility for Medicare. Teachers hired after July 1, 2010 are not eligible to receive retirement insurance benefits. A teacher will have the option of remaining a member of the health/hospitalization insurance group, but must contribute full premium. The member has the option of paying the additional cost of family insurance.

## **ARTICLE XIV - LEAVES OF ABSENCE**

### Section 1. Association Officer Leave:

Subd. 1. A leave up to three years, without pay, shall be granted to any teacher for the purpose of serving as an officer of the exclusive representative or as a member of the staff of such association. No more than one person at a time may be granted Association Officer Leave. Upon his return from such a leave, he/she shall be placed on the salary schedule as though he had been teaching in the Plainview-Elgin-Millville School System during such absence. When on leave, the individual teacher may maintain at his cost the insurance included in this contract. The cost thereof shall be paid to the district in advance of the date the district is required to pay the premiums.

Subd. 2. Each year the exclusive representative shall be credited with 8 days,

non-accumulative leave with pay, to be used by teachers who are officers or agents of the exclusive representative or teachers who are required to attend to grievance, mediation, or arbitration proceedings or other association business. Written request for such leave days shall be made through the President of the exclusive representative. The exclusive representative agrees to notify the superintendent no less than forty-eight (48) hours prior to the date of intended use of such days. No more than five (5) teachers may be granted leaves under this subdivision at one time.

Section 2. Jury Duty: A teacher summoned for jury duty or subpoenaed to give testimony before any judicial body shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

Section 3. Sabbatical Leave: Teachers shall be considered for sabbatical leave to obtain additional professional teaching competency needed to serve students subject to the curriculum established by the school board.

Subd. 1. To be considered for sabbatical leave by the school board, an individual must have been continuously employed full-time at least four years in the School District.

Subd. 2. Sabbatical leave for study shall be limited to an individual centering his study in his area of employment in the School District and shall not be used for retraining in a new area unless at the request of the board.

Subd. 3. The proposed program of study must be approved in advance by the board or its representative, and such program of study shall be in formal education course credits.

Subd. 4. Applications for sabbatical leave shall be submitted in writing to the superintendent of schools at the earliest possible date, but in no case shall this be after March 15 of the year preceding the school year in which the leave is sought. Applications must include an account of the college program and courses to be completed along with evidence from the college that the candidate is eligible for enrollment in the specific program described and officially planned for completion during the time of the leave. After due consideration the school board may grant or refuse the sabbatical leave request, but in no case will the school board delay making a decision beyond May 15.

Subd. 5. The Allowance granted to a teacher on sabbatical leave shall be 60% of that employee's salary step at the time the leave is granted, and shall be paid in 12 equal payments.

Subd. 6. A teacher receiving a sabbatical leave of absence must agree in writing to return to the School District for at least three years of service after completion of the sabbatical leave. A contract shall be drawn legally obligating both parties to the provisions of this agreement. A teacher who has received a sabbatical leave and fails to complete three years of service with the School District shall refund those monies received from the School District for sabbatical leave and said monies shall be due and payable to the School District forthwith upon the cessation of employment in the School District. Death, permanent disability or school board termination shall nullify the debt.

Subd. 7. If the candidate fails to complete the specific program and/or advanced degree described in Subd. 4, during the duration of the assigned leave a refund of 50% of the monetary allowance will be paid by the candidate to the School District. The school board may waive the 50% refund for unforeseen circumstances beyond the control of the teacher.

Subd. 8. Sabbatical leave shall not exceed one contract year and shall be awarded not more than once to any teacher in the School District. The number of teachers on sabbatical leave shall be limited to two teachers in any one year.

Subd. 9. Upon satisfactory completion of a sabbatical leave, the individual shall be assigned to his former position or one commensurate with it.

Subd. 10. A teacher on sabbatical leave shall retain such amount of sick leave days and other accrued benefits which he/she had accrued, if any, at the time he/she went on leave for use upon his return pursuant to the sick leave policy. No additional sick leave shall accrue for the period of time that a teacher is on sabbatical leave. The School District shall maintain all fringe benefits for the employee during the leave.

Section 4. Earned Compensation Time Earned comp time carried over from previous years must be used during the life of this contract. Any unused comp time at the end of this contract will be paid out at the substitute rate of pay. Effective 9-1-2013, all time previously labeled as comp time will be earned as PTO. This section will be deleted at the conclusion of this contract.

Section 5. Family and Medical Leave:

Subd. 1. Purpose: Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2601 et. Seq., an eligible teacher shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with: the birth and first-year care of a child; the adoption of or foster placement of a child; the serious health condition of a teacher's spouse, child, or parent, and the teacher's own serious health condition.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible teacher, during such leave, shall be eligible for regular School District group health insurance contributions as provided in this Agreement for the period of the leave, but not to exceed twelve (12) months per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this section and insurance contribution, a teacher must have been employed by the School District for the previous twelve months and must have been employed for at least 1,250 hours during such twelve-month period.

Subd. 4. Paid Leave Under Contract: While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude a teacher from utilizing paid leave otherwise provided in this Agreement, provided the teacher qualifies for the paid leave; i.e., Paid Time Off (PTO), pursuant to the provisions of the Agreement governing such leaves. Moreover, nothing herein, or any other provision of the Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided.

Section 6. Worker's Compensation: Absences due to illness or injury incurred at work shall be charged the prorated amount against the teacher's banked days if not fully covered by Worker's Compensation. The district shall pay to such teacher the difference between his/her salary and the benefits received under the Minnesota Worker's compensation Act for the duration of the absence.

Section 7. Other Leaves of Absence: Other leaves of absence with or without pay may be granted by the school board or their designee for good reason. This section shall not be grievable. Other than for emergencies approved by administration, leaves without pay will not be granted more than once every three years. The request may not be for more than four days, and the unpaid leave cannot be in addition to a PTO leave.

Section 8. Leave Effects on Seniority Rights: Seniority rights accrue while an employee is on leave of absence for sickness, disability, adoption, child care, and sabbatical leave.

Section 9. Leave Effects on Experience Steps: Experience steps shall not accrue if any type of leave not specified in the aforementioned leaves extends beyond 100 working days of any school year.

Section 10. Return From Leave: When a teacher is on any leave of absence and desires to return to duty the following school term, written notice of intent must be filed with the school board before February 1 during the year of the leave.

Section 11. Termination: A teacher on any leave continues to be subject to termination or placement on unrequested leave of absence pursuant to the terms and conditions of this Contract and the laws of the State of Minnesota.

## **ARTICLE XV - PAID TIME OFF (PTO)**

Section 1. Definitions: Earned PTO will be PTO days earned and used during the year in which they were earned. Banked days will be PTO days earned during previous years that were not used during the year they were earned.

Section 2. Earned Days: All full-time teachers shall earn 12 days of PTO each school year. These days will be considered earned PTO and shall be advanced to the teacher at the beginning of the school year.

Section 3. Part-Time: All part-time teachers shall earn 12 prorated days of PTO for each school year. These days will be considered earned PTO and shall be advanced to the teacher at the beginning of the school year. A part-time teacher's earned PTO day will be equal to their pay fraction as defined in Article III, Section 4. A part-time teacher may accumulate banked days at the end of the year on an hourly basis, with 8 hours equaling one full day.

Section 4. Usage: PTO may be taken in increments of one-half hour, starting with a minimum of one hour. Teachers should notify the building office in advance for pre-planned absences. Notification of illness or emergency may be made the morning of the absence. Each building



principal shall retain the right to send ill employees home if they feel the teacher is too sick to work. This will mean the subtraction of a full or partial day of earned PTO. PTO (except illness or emergency) may not be used during parent-teacher conferences and/or in-service days, or the first two (2) weeks of school.. During the last two (2) weeks of school, PTO may not be used, but exceptions may be granted with administrative approval based on the availability of substitutes. The number of teachers in each building that may be gone in any one day using PTO, except for illness or emergency is as follows:

K-3	Three
4-6	Two
7-8	Two
9-12	Three

Section 5. Consecutive PTO Usage: Teachers may take up to four planned days of earned PTO consecutively once per year. Consecutive PTO usage cannot be combined with Comp Time or Unpaid Leave. Exceptions must be preapproved by the superintendent.

Section 6. Banked Days: Banked days may be used for absences due to extended medical issues (illness or injury), maternity, adoption, and bereavement. In all cases, PTO must be used for the first two (2) days of an extended leave before banked days may be accessed. If no PTO days are available, the first two days will be without pay. Number of banked days a teacher may use under the following conditions:

- A. Extended medical issues for teacher – full access to all available banked days after substantiation of the illness or injury by a qualified health professional.
- B. Extended medical issues (illness or injury) for the teacher’s family, defined as spouse, daughter, son, parent, or parent of spouse – eight (8) banked days.
- C. Maternity-number of banked days necessary to take leave for six calendar weeks from date of birth.
- D. Adoption – number of banked days necessary to take leave for six calendar weeks from date child is brought home.
- E. Bereavement for the following relative of the teacher: father, mother, sibling, husband, wife, son, daughter, grandfather, grandmother, grandson, granddaughter, and comparable in-laws – three (3) banked days. Additional days may be used for bereavement with administrative approval.

Section 7. PTO Substantiation: A teacher may be required to substantiate the fact of illness or injury in cases of systematic, successive, or repetitive absences.

Section 8. PTO/Worker’s Compensation: Absences due to injury incurred in the course of the teacher’s employment shall not be charged against the teacher’s earned PTO or banked days if worker’s compensation insurance pays for the days absent from school.

Section 9. PTO During Unpaid Leave: PTO will not apply nor may it be earned or accumulated during an unpaid leave of absence or unpaid suspensions.

Section 10. Banked Days Forfeiture: For teachers leaving the district, banked days will be forfeited by the teacher upon resignation, termination, or discharge. Retiring teachers may use banked days for retirement pay as outlined in Article IX of this agreement.

Section 11. Conversion of PTO Days: By June 1<sup>st</sup> each year, the teacher shall notify the District Office if they wish to bank any unused earned PTO or be paid for them. If a teacher does not notify the District Office by this date, it will be automatically assumed that the teacher wished to bank the PTO days. Earned PTO must be at zero by the last working day of the school year.

Section 12. Banked Days Requirement: If a teacher does not have at least 90 banked days, they shall be required to bank one-half (1/2) of their unused earned PTO for the current year. Teachers who have surpassed 90 banked days may be paid for all unused earned PTO. The rate of pay for unused PTO shall be at the substitute daily rate of pay, and shall be paid by the final payroll date in June. All full-time teachers shall earn up to an additional five (5) banked days if they bank the following number of earned PTO days:

3 additional banked days for 6-7 earned PTO days banked

4 additional banked days for 8-9 earned PTO days banked

5 additional banked days for 10-12 earned PTO days banked

Part-time teachers are eligible for a prorated portion of these 5 banked days based on their FTE.

Section 13. Banked Days/Retirement Pay: Banked days are not eligible for reimbursement at any time, except for those who qualify for Retirement Pay, Article IX, of this agreement.

## **ARTICLE XVI - HOURS OF SERVICE**

Section 1. Basic Day: The teacher's basic day shall be eight hours including a duty free lunch period for all teachers of at least 25 consecutive minutes, unless by mutual agreement. Teachers must arrive at least 10 minutes prior to the start of the school day and leave no earlier than 10 minutes after the school day ends. It is understood that the District may schedule a reasonable number of 7:00 a.m. meetings. After-school meetings will be scheduled to end by 4:00 p.m. Any other meetings scheduled before or after these times will be subject to comp. time.

Section 2. Preparation Time: A minimum of 50 minutes of preparation time within the student contact day shall be provided for each full day of teaching.

Section 3. Additional Activities: Any activities that take place beyond the teacher's basic day, as designated in Article IV, Section 3, will be assigned to a teacher qualified for the position by the school board and/or the administration, only with mutual agreement between the teacher involved and school board and/or school administration.

## **ARTICLE XVII - LENGTH OF THE SCHOOL YEAR**

### Section 1. Teacher Duty Days:

Subd. 1. Pursuant to M.S. 120A.40, the school board shall establish prior to April 1 of each school year the number of school days and teacher duty days for the next school year. The teacher shall perform services on those days as reflected by the school calendar including those legal holidays (Martin Luther King Day, Presidents' Day, Columbus Day, and/or Veterans' Day) as approved by the School District. The student days for 2013-2015 shall not exceed 179. For teachers new to the system, the number of teacher duty days shall not exceed 186 for school year 2013-2015. For all other teachers, the number shall not exceed 184 days for school year 2013-2015..

Subd. 2. If an energy emergency exists, the school term may be modified as directed by the State Department of Education providing that no teacher covered by the master contract shall suffer a loss of any fringe benefits, salary, compensation, tenure, seniority or status of employment as a result of changes in accommodating an energy crisis.

Subd. 3. The exclusive representative shall have a committee to work along in an advisory capacity to the school board and the administration in making up the number of school days and teacher duty days for both calendar years. The school board may change the calendar at any time after consulting with the Calendar Committee, which shall serve in an advisory capacity. Final determination of the calendar shall be made by the school board.

Section 2. Emergency Closings: In the event of a student day or teacher duty day lost for any emergency, the teacher shall perform duties on that day or other such day in lieu thereof as the school board or its designated representative shall determine, if any.

Subd. 1. In the event of an early closing of school due to inclement weather or other emergency situations, teachers shall stay until all buses leave.

Subd. 2. If, due to inclement weather or an emergency situation, school is started later than the normal scheduled time, teachers shall report to their appropriate buildings no less than twenty minutes before classes are scheduled to begin.

## **ARTICLE XVIII - PROFESSIONAL DEVELOPMENT**

Section 1. Board Assignment for Continuing Education Classes. The board may assign teachers, on teacher contract days, to take continuing education classes which pertain to their teaching assignment(s). A teacher shall receive full reimbursement for all agreed upon expenses from the school board for tuition, books, lodging and/or transportation expenses upon the successful completion of any course requested by the school board for the teacher to attend.

Section 2. In-service. A committee of administrators, elementary teachers, and secondary teachers may meet to plan and schedule all combined elementary and secondary inservice education provided for the enhancement of teachers' professional development.

Section 3. Peer Review: Peer review may be a tool useful in improving instruction. It may include peer mentoring and/or peer coaching. Peer review will not be a part of a summative evaluation and results of the review shall be shared only between the reviewer and the reviewed

unless otherwise agreed by mutual consent. The process of peer review shall not be utilized concerning judgments and decisions regarding continuing contract, discipline, discharge, termination, and related matters which shall remain within the authority and discretion of the school board and administration, subject to applicable laws, regulations, school board policies, and collective bargaining agreements.

Section 4. Summer Curriculum Work: Summer training, which includes both curriculum work and other staff development, will be paid at a rate of \$30/hour up to a maximum of 40 hours (\$1200/summer). The District may make exceptions for additional summer training hours in collaboration with the Staff Development Committee. Additionally, any staff member required to attend summer training outside of the official school calendar will be paid at the teacher's pro-rated daily rate of pay.

Section 5. Additional Teacher Duties: Additional teaching duties for homebound students, state test remediation, extended day, and summer school that are beyond the teacher's assignment will be paid at the teacher's pro-rated daily rate of pay.

## **ARTICLE XIX - GRIEVANCE PROCEDURE**

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

Section 2. Representatives: The teacher, administrator, Association or school board may be represented during any step of the procedure by any person or agent designated by such party to act on his behalf.

Section 3. Definitions and Interpretations:

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

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

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears the date and time delivered, received and signed by both parties.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the principal, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty days after knowledge of the event, or through the use of reasonable diligence, should have had knowledge of the event giving rise to the grievance. 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 be made to adjust an alleged grievance informally between the teacher and the principal.

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

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

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

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

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. Any action of review by the school board moves the grievance to Level III negating any necessary action by the Association at the remaining intermediate level or levels.

Section 7. Denial of Grievance: Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher or Association may appeal it to the next level.

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and the Exclusive Representative and such request must be filed in the office of the superintendent within ten days following the decision in Level III

of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall within ten (10) days of the request for arbitration endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the two parties are unable to agree on the arbitrator, they shall request from the Director of the Bureau of Mediation services, State of Minnesota, a list of five names. The list maintained by the Director of the Bureau of Mediation services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree who shall strike the first name, the question shall be decided by a flip of a coin. Failure to select an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator and the non-appealing party the submission of the grievance which shall include the following: the issues involved, statement of the facts, position of the grievant. The written documents relating to Section 5, Article XVII of the grievance procedure. The school board may make a similar submission of information relating to the grievance before the time of the hearing. Notification shall be provided each party when the above information has been submitted to the arbitrator.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator within 20 days after appointment of arbitrator.

Subd. 6. 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.

Subd. 7. Expenses: Each party shall bear their own expenses in connection with arbitration, including 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 all fees and expenses of the arbitrator, and any other expenses which the parties mutually agree necessary for the conduct of the arbitration. Cost of the transcript or recording shall be borne by the party that requests a copy.

## **ARTICLE XX – DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2013 through June 30, 2015 and thereafter until modifications are made pursuant to the P.E.L.R.A. as amended. If either party desires to modify or amend this Agreement commencing July 1, 2013, it shall give written notice of such intent no later than May 1, 2014. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

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

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this agreement, shall not be open for negotiation during the terms of this Agreement, unless mutually agreed upon between the school board and the exclusive representative.

Section 4. Publication of Contract: Copies of this contract titled "Master Agreement between The Plainview-Elgin-Millville School District #2899 and the Education Minnesota Plainview-Elgin-Millville," shall be available within fifteen (15) working days after the contract is signed.

Section 5. Severability: The provisions of this Agreement shall be severable only if any provision thereof or the application of any such provision under any circumstance is held invalid by law. The severable provisions shall not affect any other provisions of this Agreement or the application of any provision thereof.

## **ARTICLE XXI - INDIVIDUAL TEACHER ASSIGNMENTS**

Section 1. Assignment Deadline. Teaching assignment for the upcoming year shall be made by April 30.

Section 2. Emergency Situation: If after the issuance of the teaching assignment; (1) a conflict exists due to the placement of a teacher on unrequested leave or a recall from unrequested leave, (2) there is a resignation or death of a teacher, or (3) there is a termination of a teacher; the school board may change the individual teaching assignment within 10 days following the resolution of the unrequested leave action, acceptance of the resignation, or completion of the termination. In any other circumstances, the teacher and the School Board may change the individual teaching assignment by mutual consent of both parties.

## **ARTICLE XXII - NOTICE OF EMPLOYMENT OPENINGS WITHIN THE DISTRICT**

The School District shall notify the teaching staff when administrative, teaching, extra-curricular and extra duty positions are available. Such notification shall take the form of an e-mail sent to all teaching staff. Non-Association personnel may be offered a contract for the next year upon completion of their current contract.

## SCHEDULE A 2013-2014

LANE (Qtr Hours)	BA	BA+15	BA+30	BA+45	BA+60	MA+15	MA+30
LANE (Sem Hours)	BA	BA+10	BA+20	BA+30	BA+40	MA+10	MA+20
STEP							
1	34,182	35318	36455	37587	38723	39859	40994
2	35442	36578	37714	38849	39985	41118	42255
3	36705	37841	38976	40109	41246	42381	43516
4	38058	39101	40236	41373	42507	43641	44777
5	39227	40363	41498	42633	43768	44902	46039
6	40489	41624	42759	43894	45031	46165	47301
7	41751	42885	44020	45156	46290	47425	48561
8	43011	44146	45281	46417	47552	48687	49824
9	44273	45408	46544	47679	48813	49949	51085
10	45535	46667	47803	48940	50075	51210	52345
11	46795	47931	49067	50202	51336	52471	53607
12	48059	49191	50327	51462	52599	53732	54867
13	49369	50453	51590	52723	53859	54993	56129
14	50579	51714	52850	53985	55121	56255	57391
15	51841	52977	54111	55245	56382	57516	58651

Eliminating MA from the BA+40/MA Lane: All Teachers currently on the schedule will stay on their current lane. Teachers currently working towards an MA/MS degree approved by the district as of June 30, 2013 will be placed on the BA+40 lane when the degree is completed.

Each employee will receive a one-time \$500 stipend in year 2013-14, to be paid the week of MEA



## SCHEDULE B 2014-2015

LANE (Qtr Hours)	BA	BA+15	BA+30	BA+45	BA+60	MA+15	MA+30
LANE (Sem Hours)	BA	BA+10	BA+20	BA+30	BA+40	MA+10	MA+20
STEP							
1	35550	36730	37913	39091	40272	41453	42634
2	36860	38041	39223	40403	41584	42763	43946
3	38174	39354	40535	41713	42896	44076	45256
4	39580	40665	41846	43028	44207	45387	46568
5	40796	41977	43158	44338	45519	46698	47880
6	42108	43289	44470	45649	46832	48012	49193
7	43421	44600	45781	46962	48142	49322	50503
8	44731	45912	47093	48273	49454	50635	51817
9	46044	47224	48406	49586	50766	51946	53128
10	47356	48534	49715	50897	52078	53258	54439
11	48667	49848	51029	52210	53390	54569	55751
12	49981	51159	52340	53520	54703	55881	57062
13	51344	52471	53653	54832	56014	57193	58374
14	52602	53783	54964	56144	57326	58505	59687
15	53915	55096	56275	57455	58638	59817	60997

Eliminating MA from the BA+40/MA Lane: All Teachers currently on the schedule will stay on their current lane. Teachers currently working towards an MA/MS degree approved by the district as of June 30, 2013 will be placed on the BA+40 lane when the degree is completed.

2013-2015  
 SCHEDULE C  
 Base \$4,400

<b>Schedule C Athletic Activity</b>	<b>Tier</b>	<b>1-2 Pct</b>	<b>1-2 Salary</b>	<b>3-4 Pct</b>	<b>3-4 Salary</b>	<b>5-6 Pct</b>	<b>5-6 Salary</b>
<u>Level 1+: Activities Director</u>							
Activities Director	1+	1.6	7040	1.65	7260	1.7	7480
<u>Level 1: Head</u>							
Basketball Boys Head	1	1	4400	1.05	4620	1.1	4840
Basketball Girls Head	1	1	4400	1.05	4620	1.1	4840
Football Head	1	1	4400	1.05	4620	1.1	4840
Wrestling Head	1	1	4400	1.05	4620	1.1	4840
Baseball Head	2	0.925	4070	0.975	4290	1.025	4510
Softball Head	2	0.925	4070	0.975	4290	1.025	4510
Track Girls Head	2	0.925	4070	0.975	4290	1.025	4510
Track Boys Head	2	0.925	4070	0.975	4290	1.025	4510
Volleyball Head	2	0.925	4070	0.975	4290	1.025	4510
Cross Country Boys Head	3	0.85	3740	0.9	3960	0.95	4180
Cross Country Girls Head	3	0.85	3740	0.9	3960	0.95	4180
Dance Head	3	0.85	3740	0.9	3960	0.95	4180
Golf Head	3	0.85	3740	0.9	3960	0.95	4180
Soccer Boys Head	3	0.85	3740	0.9	3960	0.95	4180
Soccer Girls Head	3	0.85	3740	0.9	3960	0.95	4180
<u>Level 1: Combined Head</u>							
Cross Country Boys/Girls Head	3	0.95	4180	1	4400	1.05	4620
Golf Boys/Girls Head	3	0.95	4180	1	4400	1.05	4620
<u>Level 2: Assistant, JV, B</u>							
Basketball Boys B Squad	1	0.65	2860	0.7	3080	0.75	3300
Basketball Girls B Squad	1	0.65	2860	0.7	3080	0.75	3300
Football Assistant	1	0.65	2860	0.7	3080	0.75	3300
Football B Squad (2)	1	0.65	2860	0.7	3080	0.75	3300
Wrestling Assistant	1	0.65	2860	0.7	3080	0.75	3300
Baseball B Squad	2	0.6	2640	0.65	2860	0.7	3080
Softball B Squad	2	0.6	2640	0.65	2860	0.7	3080
Track Assistant (4)	2	0.6	2640	0.65	2860	0.7	3080
Volleyball B Squad	2	0.6	2640	0.65	2860	0.7	3080
Cross Country Assistant (2)	3	0.55	2420	0.6	2640	0.65	2860

Dance Junior Varsity	3	0.55	2420	0.6	2640	0.65	2860
Golf Assistant	3	0.55	2420	0.6	2640	0.65	2860
Soccer Boys Junior Varsity	3	0.55	2420	0.6	2640	0.65	2860
Soccer Girls Junior Varsity	3	0.55	2420	0.6	2640	0.65	2860

Level 3: 9th Grade

Basketball Boys 9th Grade	1	0.55	2420	0.6	2640	0.65	2860
Basketball Girls 9th Grade	1	0.55	2420	0.6	2640	0.65	2860
Football 9th Grade (2)	1	0.55	2420	0.6	2640	0.65	2860
Wrestling 9th Grade	1	0.55	2420	0.6	2640	0.65	2860
Baseball 9th Grade	2	0.5	2200	0.55	2420	0.6	2640
Softball 9th Grade	2	0.5	2200	0.55	2420	0.6	2640
Volleyball 9th Grade	2	0.5	2200	0.55	2420	0.6	2640

Level 4: Junior High

Basketball Boys Junior High (2)	1	0.5	2200	0.55	2420	0.6	2640
Basketball Girls Junior High (2)	1	0.5	2200	0.55	2420	0.6	2640
Football Junior High (4)	1	0.5	2200	0.55	2420	0.6	2640
Wrestling Junior High	1	0.5	2200	0.55	2420	0.6	2640
Baseball Junior High (2)	2	0.45	1980	0.5	2200	0.55	2420
Softball Junior High (2)	2	0.45	1980	0.5	2200	0.55	2420
Volleyball Junior High (2)	2	0.45	1980	0.5	2200	0.55	2420
Golf Junior High	3	0.4	1760	0.45	1980	0.5	2200
Soccer Boys Junior High	3	0.4	1760	0.45	1980	0.5	2200
Soccer Girls Junior High	3	0.4	1760	0.45	1980	0.5	2200

2013-2015  
 SCHEDULE C  
 Base \$4,400

<b>Schedule C Academic Activity</b>	<b>Tier</b>	<b>1-2 Pct</b>	<b>1-2 Salary</b>	<b>3-4 Pct</b>	<b>3-4 Salary</b>	<b>5-6 Pct</b>	<b>5-6 Salary</b>
Play Director Varsity	1	0.75	3300	0.8	3520	0.85	3740
Website Administrator	2	0.625	2750	0.675	2970	0.725	3190
Band HS	2	0.625	2750	0.675	2970	0.725	3190
Weight Room Supervisor (2)	3	0.5	2200	0.55	2420	0.6	2640
Cheerleading	3	0.5	2200	0.55	2420	0.6	2640
FFA (2)	3	0.5	2200	0.55	2420	0.6	2640
Yearbook Advisor HS	3	0.5	2200	0.55	2420	0.6	2640
Play Director JV	3	0.5	2200	0.55	2420	0.6	2640
Speech Head	3	0.5	2200	0.55	2420	0.6	2640
Student Council HS	3	0.5	2200	0.55	2420	0.6	2640
Speech Assistant	4	0.375	1650	0.425	1870	0.475	2090
Bulldog Ambassador Advisor (2)	4	0.375	1650	0.425	1870	0.475	2090
Student Council JH	4	0.375	1650	0.425	1870	0.475	2090
Choir - HS	4	0.375	1650	0.425	1870	0.475	2090
Knowledge Bowl HS	4	0.375	1650	0.425	1870	0.475	2090
Studio Crew	4	0.375	1650	0.425	1870	0.475	2090
National Honor Society	4	0.375	1650	0.425	1870	0.475	2090
Band 5-8	5	0.25	1100	0.3	1320	0.35	1540
Knowledge Bowl JH	5	0.25	1100	0.3	1320	0.35	1540
Math League HS	5	0.25	1100	0.3	1320	0.35	1540
Math League JH	5	0.25	1100	0.3	1320	0.35	1540
Graduation Advisor	5	0.25	1100	0.3	1320	0.35	1540
Jr/Sr Class Prom	5	0.25	1100	0.3	1320	0.35	1540
Lego Robotics JH	5	0.25	1100	0.3	1320	0.35	1540
Chemical Hygiene Officer	6	0.125	550	0.175	770	0.225	990
Science Club JH	6	0.125	550	0.175	770	0.225	990

## **SCHEDULE D - OTHER COMPENSATION**

1. Teachers Substituting for another teacher will have the choice to be reimbursed at a pro-rated daily substituting pay rate or provided with one hour of PTO for subbing any part of an hour up to 2 days maximum per school year (including working extra duty events). One day's PTO will equal 8 hours of subbing, and the PTO earned for subbing, may be used in ½ hour increments starting with 1 hour. Use of PTO is subject to administrative approval based on the availability of a suitable substitute and the school calendar. Any additional hours earned will automatically be reimbursed at a prorated daily substitute pay rate. A maximum of one hour subbing per day of PTO may be earned.
2. Sixth Class: \$3400 will be paid a secondary teacher assigned to a full year sixth class and \$1700 will be paid a secondary teacher assigned to a one semester sixth class. Assignment will be by mutual agreement of the teacher and the school board.
- 3.
4. Reimbursement for Travel between Buildings: If possible, the time to travel between the sites should occur in lieu of a supervision, in which case no reimbursement will occur. If the travel occurs during a prep period, the teacher will be reimbursed at the rate of 33% of a sixth class assignment. That rate is listed in Schedule D, (Number 2, Sixth Class)
5. Extended Year Work Assignments
  - A. Vocational-Ag Teachers will each be employed for 10 summer days. The days shall be paid at pro-rated pay based on the teacher's respective step on the salary schedule. Five of these days may be used to attend summer school, if approved by the superintendent.
  - B. Media Specialists will be employed for 5 summer days. The days shall be paid at pro-rated pay based on the teacher's respective step on the salary schedule.
  - C. High School Counselors will be employed for a total of 20 summer days. The number of days for each counselor will be determined by the department with approval from the building administrator. In no case will the department total be more than 20 days. The days shall be paid at pro-rated pay based on the teacher's respective step on the salary schedule.
  - D. Early Childhood Special Education, Early Childhood Family Education, vocational agriculture, and industrial arts teachers for summer work shall be paid on a pro-rated basis.
6. Mileage Reimbursement will be made to school employees assigned to drive for authorized school activities at the applicable federal rate for tax purposes

per mile traveled. Any teacher assigned to teach in more than one school will be paid travel between schools at the above rate.

7. Noon Supervision: Noon supervision may be assigned in lieu of study hall supervision with no additional pay. One period of noon supervision shall be considered both junior and senior high lunch periods. Other noon supervision must be by mutual consent between the teacher and the administration and shall be paid \$600 per year.
8. Teachers Assigned to More Than One School District: When the District enters into an agreement to share a teacher with another district, the teacher shall be covered by the provisions of the Master Agreement of the employing district. The shared teacher's employing district's school calendar shall determine the teacher's working and non-working days, and any adjustment or changes shall be mutually agreed upon by the employing district and the teacher.
9. Extra Duty Assignments: Teachers who agree to the following extra duty assignments shall be paid at the rate of \$25.00 per event or teachers may choose to work four events and receive one day of PTO, or work eight events and receive two days of PTO per school year. These days plus any subbing hours earned cannot exceed two total PTO days earned per year. The district reserves the right to ask for volunteers from the community for these extra duty assignments. If no volunteers are secured, teachers will be given the first opportunity to work any extra duty assignment.
  - Chaperoning student dances
  - Selling tickets at school activities
  - Supervising interscholastic athletic events
  - Bus chaperones
  - Announcer
  - Other duties assigned by the administration
  - Site Coordinator \$50.00 = 2 events
  - Ticket Taker (Multi Event Tournaments) \$50 = 2 events
  - Site Coordinator (Multi Event Tournaments) \$100 = 4 events

Athletic officiating and timekeepers/scorekeepers will be paid at the following rates:

- 7<sup>th</sup> and 8<sup>th</sup> grade football - \$35 for certified officials and \$25 for non-certified
- 9<sup>th</sup> and 10<sup>th</sup> grade football - \$45 for certified officials and \$35 for non-certified
- 9<sup>th</sup> grade girls and boys basketball \$35
- 9<sup>th</sup> and 10<sup>th</sup> grade softball and baseball - \$35 (doubleheaders are \$70 – two events)
- Timekeepers and scorekeepers – B-team and Varsity - \$35 for both games – one event

- All other officiating positions will be paid at the rate of \$25 – one event.

10. K-8 Choir Concerts: Any K-8 Choir Concerts that are held outside of the school day will be compensated at \$150/concert

11. Translator: Translating for the school district shall be paid with PTO (maximum 2 days per year, which includes working events and subbing time)time or at the daily rate of pay. There shall be no compensation if translating is done during instructional time.

12. Service Recognition Plan: In the Master Agreement, members of the Exclusive Representative currently beyond Step “15” of the salary schedule will receive the same “dollar” increase as a teacher on Step “15” in their corresponding lane. This dollar increase will be added to the teacher’s base salary.

Once a teacher reaches Step “15”, he/she will remain at that step for the remainder of his/her employment with the district. Salary increases will be based upon settlement of the Master Agreement and the % increase approved by the School Board and the Exclusive Representative. In addition, the teacher will be eligible for the following Service Recognition Plan. Service Recognition dollars are not cumulative or added to the base salary.

Step 15+ - 20 years	\$1,100
21 – 25 years	\$1,150
25 + years	\$1,200

For those teachers presently off the salary schedule, the above “Service Recognition Plan” will be implemented. Teacher’s who are starting Step “15+”, are eligible for the Service Recognition Plan. This plan is not cumulative or added to the base salary.

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

For Education Minnesota  
Plainview-Elgin-Millville

For Plainview-Elgin-Millville  
ISD No. 2899

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chief Teacher Negotiator

\_\_\_\_\_  
Chief Board Negotiator

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2013

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2013



