

MASTER AGREEMENT

BETWEEN

**THE OGILVIE SCHOOL DISTRICT
ISD NO. 333**

AND

**THE OGILVIE EDUCATION
ASSOCIATION**

2019-2020

2020-2021

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TITLE IX STATEMENT

It is the policy of School District #333 not to discriminate on the basis of sex in its educational programs, activities or employment policies as required by the Title IX of the 1972 Education Amendments. Inquiries regarding compliance with Title IX may be directed to the Superintendent of Schools or the School Principal or to the Director of the Office for Civil Rights, Department of Health, Education and Welfare, Washington, D.C. 2000.

ARTICLE 1

PURPOSE

Section 1: Parties

This Agreement is entered into between Independent School District No. 333, Ogilvie, Minnesota, hereinafter referred to as the School District and the Ogilvie Education Association hereinafter referred to as exclusive representative pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE 2

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1: Recognition

In accordance with the P.E.L.R.A. the School District recognizes the Ogilvie Education Association as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2: Appropriate Unit

The exclusive representative shall represent all teachers of the district as defined in this Agreement and in said Act.

ARTICLE 3

DEFINITIONS

Section 1: Terms and Conditions of Employment

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

Section 2: Teacher

The term “teacher” includes every person regularly employed, to give instruction in a classroom or to superintend or supervise classroom instruction, or as a placement teacher and visiting teacher. Any individual in position for which the school district or Board of Teaching requires license shall also be covered by these sections as teachers if licensed as teachers or as school librarians. The term “teacher” shall also include a person employed as a counselor, physical therapist, occupational therapist, art therapist, music therapist, speech pathologist or audiologist.

Section 3: Full Time Employee

The term “full-time employee” shall mean any teacher who works at least 1365 hours annually.

Section 4: District or School District

For purposes of administering this Agreement, the word/term “District/School District” shall mean the School Board or its designated representatives.

Section 5: Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 6: Commissioner

“Commissioner of Minnesota Bureau of Mediation Services” or “commissioner” means the commissioner of the Bureau of Mediation Services.

Section 7: Exclusive Representative

“Exclusive Representative” means the employee organization or union which has been certified by the commissioner to meet and negotiate with the District on behalf of all employees in the appropriate unit.

Section 8: Appropriate Unit

The School Board recognizes the Union as the exclusive representative of all teachers in the appropriate unit as defined herein.

The appropriate unit shall consist of all teachers of Independent School District 333, Ogilvie Public Schools Minnesota, as defined in this section, employed in a position for which the person must be licensed by the Minnesota Department of Education (MDE); including those on leave of absence who are guaranteed a position upon their return. Excluded from the unit are the following employees: supervisory employees, confidential employees, superintendents, principals and assistant principals who devote more than 50% of their time to administrative and supervisory duties; any paraprofessional educational assistant or teaching assistant employees whether or not they are required to hold a certificate of license issued by the Minnesota Department of Education; and all other employees.

ARTICLE 4

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 of 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 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 as prescribed by the School District (and mutually agreed upon by the teachers and the district’s representative) and shall be governed by the laws of the State of Minnesota, and by School District rules,

regulations, directives and orders, issued by properly designated officials of the School Board. The exclusive representative also recognizes the right, obligation and duty of the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void without force and effect.

Section 4: Reservation of Managerial Rights

The foregoing enumeration of the School Board's rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE 5

PROVISIONS FOR ORGANIZATION AND OPERATION OF EXCLUSIVE REPRESENTATIVE

Section 1: Authorization of Dues

Any teacher who is a member of the exclusive representative or who has applied for membership may sign and deliver to the School District an assignment authorizing deduction of membership dues in the organization of the exclusive representative, including the state and national organizations. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization the School District shall deduct dues from the gross salary after sum has been earned. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following June.

Section 2: Union Membership

In accordance with PELRA, any teacher included in the appropriate unit who does not wish to be a member of the union must put his/her request in writing between June 1 and September 1, and forward to the union president, who will notify the School District's payroll processor that no dues shall be deducted from the individual employee's paychecks.

Section 3: Deduction of Dues

With respect to all sums deducted by the School District pursuant to authorization of the employee's membership dues, the School District agrees to promptly remit same to the

treasurer of the exclusive representative upon written request. The membership dues shall be deducted in equal amounts from the first ten paychecks, beginning in October.

Section 4: Transaction of Official Organizational Business

Duly authorized representatives of the exclusive representative and their respective affiliates shall be permitted to transact official organizational business on school property at reasonable times before or after the normal contractual day. Charges for the use of school facilities will be made in accordance with established School District policies.

Section 5: P.E.L.R.A. Rights

Pursuant to the P.E.L.R.A. of 1971 as amended, the School District hereby agrees that every teacher employed by the School District shall have the right to freely organize, join and a right not to join, and support the professional organization of his/her choice for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under laws of the State of Minnesota, the School District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Minnesota or the Constitutions of Minnesota and the United States.

Section 6: Association Officers Leave

At the beginning of every school year, the exclusive representative shall be credited with two (2) days with pay to be used by teachers who are officers or agents of the organization, such use to be for attendance at Association meetings, but cannot be used for grievance proceedings. Substitute pay for all days shall be reimbursed to the district by the exclusive representative. The exclusive representative agrees to notify the superintendent not less than forty-eight (48) hours prior to the date of intended use of said leave.

Section 7: Time Frame

The rights granted herein to the exclusive representative shall not be granted or extended to any competing labor or employee organizations during a given agreement year.

ARTICLE 6

BASIC SCHEDULES AND RATES OF PAY

Section 1: Basic Compensation:

Subd.1: Rates of Pay

The wages and salaries reflected in Schedule A, attached hereto shall be effective for the 2019-2020 and 2020-2021 school year. Extra compensation will be paid on a regularly scheduled payroll date.

Subd.2: Substitute Teachers

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

Subd. 3: Part Time Teachers

Part-time teachers defined are those teachers employed less than full-time. Compensation for teachers employed less than full-time will be compensated on a pro rata basis.

Subd.4: Pay Periods

Teachers will be paid, through electronic direct deposit, on the 5th and 20th of each month, with the issuance of the first check on the 5th of September. Teachers shall have the option of nineteen (19) or twenty-four (24) pay periods. Employees will access their pay stubs and accumulated leave balances through the SMARTeR online Employee Self-Serve system. If a teacher elects to receive 24 pay periods, no salary advances will be made unless said teacher tenders a resignation.

Section 2: Status of Salary Schedule

The salary schedule shall not be construed as a part of the teacher's continuing agreement. In the event a successor agreement is not entered into prior to the commencement of the school year, a teacher shall be compensated according to the last individual agreement executed between the teacher and the School District until such time that a successor agreement is executed. 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.

Section 3: Placement of Salary Schedule

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Subd. 1: Prior Experience

A teacher with experience in other school systems shall not be placed higher than the actual experience of the teacher.

Subd. 2: Lane Change Dates

Individual contracts will be modified to reflect qualified lane changes two times every year. An official transcript must be submitted to the Business Manager no later than September fifteen (15); or January thirty (30) of each school year. Credits submitted after January 30, even though otherwise qualified, shall not be considered until the following school year and shall not be paid for retroactively.

Subd. 3: Lane Changes

In order to qualify for lane changes, graduate credits must have been earned (undergraduate credits acceptable only by written district request/approval process) since the last degree must be germane to the teaching assignment and with the prior approval (on District Approval Form) of Superintendent or designated designee. If a teacher who earns a Master's Degree is currently on the BA/BS pay scale in a lane exceeding the Masters lane, that teacher will remain in his/her current lane until 10 credits are earned following the receipt of her/his Master's Degree. Any accumulated credits a teacher has on record at the time the Masters is completed will be forfeited and that teacher must earn 10 additional credits after earning their Master's Degree to earn the next lane change.

Subd. 4: Acceptable Credits

All credits earned must have written prior approval by Superintendent or designated designee. All credits earned require a "B" (3.0 GPA) grade. "P" or "S" will be acceptable for lane changes if allowed by accredited universities/colleges according to their graduate program/criteria. All credits in this agreement are semester credits.

Subd. 5: Workshop Credits

All workshop credits approved by the Superintendent and Negotiations Team will count toward lane change. For every 20 hours of approved in-District workshop credit, a staff member will receive 1 semester credit toward a lane change.

Subd. 6: Distance Learning, Video and Correspondence Courses

These courses are subject to the provisions of Subd. 4 of this Section.

Section 4: Extra Certification or Licensure

A teacher asked by the district to obtain extra certification or licensure that is mandated by the state, shall be compensated for the cost of tuition, fees, and travel at board approved mileage rate (the distance from the District address or teacher's home,

whichever is the lesser). This compensation will only be paid after full course completion, meeting Sect.3, Subd. 4 grade requirements. Teacher will pay back the District for extra certification or license if teacher voluntarily resigns from District within five (5) years of reimbursement. The extra compensation, to include tuition fees and mileage, will be reimbursed with even increments from remaining payroll of the school year.

ARTICLE 7

EXTRA COMPENSATION

Section 1: Extra-Curricular Schedule

The wages and salaries reflected in Schedule C, attached hereto, shall be effective both for the 2019-2020 and 2020-2021 school years.

Section 2: Prep Time Coverage

Any teacher who covers during his/her prep time, another teacher's class, shall be compensated at \$27.50 per class period and less than a full class period will be prorated for the 2019-2020 and 2020-2021 school years. Attending meetings, emergency drill, and student activities during the contract day are all considered part of teaching duties and do not qualify for monetary compensation.

Section 3: Teaching a Class in Lieu of a Prep

Any teacher who chooses to teach a **semester** class in lieu of a prep period will be compensated at 10% of the base pay, (Step A-1, Lane BA) on the salary schedule. If a class offered is for one quarter, the compensation would be half of the calculated amount. Payment would take place upon completion of teaching the class and would be paid like any other extracurricular activity. For flexibility in scheduling, a principal may offer this opportunity to a teacher. Choosing to do this is voluntary for the teacher, and shall be limited to full-time tenured teachers only. Teachers are limited to only one semester during the school year. If a teacher wishes to offer an elective or class, it should be shared with her/his principal. Any decision to offering a class must be made at least one quarter prior to the beginning of said class unless a teacher agrees to teaching a needed course on an emergency timeline. Final contracting and scheduling of any class offerings shall be at the discretion of the District.

ARTICLE 8

GROUP INSURANCE

Section 1: Selection

The selection of the insurance carriers and policy shall be made by the School District as provided by law. In the event, OEA bids outside PEIP, at least three (3) teachers appointed by OEA will be part of the District Insurance Committee.

Section 2: Health and Hospitalization Insurance

The School District shall contribute for the 2019-2020 school year and the 2020-2021 school year the sum not to exceed \$475.00 per month for either single or dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional costs of the premium shall be borne by the employee. Additional costs will be paid by payroll deduction.

Section 3: Group Dental Insurance

The School District shall contribute for the 2019-2020 school year and the 2020-2021 year a sum not to exceed \$70.00/family and \$50.00/single for each full time employee employed by the School District who qualifies for and is enrolled in the School District group dental insurance plan. Employee only is defined as single – all other categories are defined as a family. Any additional costs of the premium shall be borne by the employee. Additional cost will be paid by payroll deduction.

Section 4: Term Life Insurance

The School District shall contribute for the 2019-2020 and 2020-2021 school years term life insurance policy of \$20,000 for each qualified school employee.

Section 5: Income Protection Insurance

The School District shall contribute beginning September 2007, the group income protection premium for qualified employees.

Section 6: Claims against the School District

If an employee is denied insurance benefits as a result of a School District error or omission, then the School District will be responsible for the correction of such error. If the employee is denied insurance benefits as a result of the employee's error or omission, then the employee will continue to be denied such benefits until he/she takes action to correct such error with the district and with the insurance company.

Any employee claims under the terms of this Section will be subject to the grievance procedure, Level I through III only, and may not be submitted to arbitration.

Section 7: Duration of Insurance Contributions

An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. After termination of employment at the completion of a school year, all district contributions shall cease on September 1. In any other case of termination, benefits will be on a pro rata basis.

Section 8: Eligibility

Benefits provided by this Article are designed for full time personnel as described within this agreement. In the event that a teacher is voluntarily employed on a part-time basis, the individual shall receive benefits, rights and privileges as a full time teacher but according to the following percentages: 0% for less than half-time, 50% for half-time, 75% for more than half-time, providing permitted by the insurance carriers. Any teacher hired as full-time but involuntarily reduced to less than full shall retain full-time benefits for a period not to exceed three (3) years.

If provisions of the Patient Protection and Affordable Care Act (PPACA) require contractual revisions, the parties mutually agree to reopen the contract to address those revisions.

ARTICLE 9

403b PLAN

The School District in the 2019-2020 and 2020-2021 shall contribute \$700.00 per year for each full-time tenured teacher. For teachers working less than full time, the School District shall contribute on a pro rata basis. This shall exclude probationary teachers and those teachers acting as substitutes. This contribution is a match toward a 403b in accordance with I.R.C and Minn. Statute.

ARTICLE 10

Retirement

Section 1: PRHCSP (Post Retirement Health Care Savings Plan)

The School District and teachers will each contribute \$100.00 per year toward a PRHCSP. This shall be for both years of the contract and shall include all teachers that are eligible for the Ogilvie School District 403b plan. Upon the death of an employee

any money not yet paid or due the employee cannot be received by the PRHCSP and will be paid out to the beneficiaries or estate of the employee.

Section 2: Severance Plan

Subd. 1: Eligibility Teachers who have completed a minimum of 15 years of continuous services with District 333 immediately preceding retirement, and whose first year of continuous service was completed prior to the 2003-2004 school year, shall be eligible for severance pay pursuant to the provisions of this article.

Subd. 2: Lump Sum Payment

Eligible teachers shall receive a lump sum payment based on the teacher's number of accumulated sick leave days. The School District will contribute an amount equal to the lump sum payment directly into the retirees' 403(b) account. The retiree will not receive any direct payment from the School District for severance pay. The lump sum shall be computed as follows: The teacher will be paid \$8.333 per hour for the number of sick leave days accumulated over 540 hours, up to a maximum of \$4,500.00. In no event will a teacher be paid a lump sum if their accumulated sick leave total is 540 hours or less.

1. The School District's annual contribution into the retiree's 403(b) account must not exceed the IRS contribution limit. If the retiree has any severance remaining after the limit is reached in the year of separation, the School District will make a contribution up to the IRS maximum into the retiree's 403(b) account in the following year(s).
2. The School District will only make contributions to investment vendors that have Hold Harmless Agreements on file with them. For purposes of calculating the maximum deferral limit, the School District will provide the retiree with contribution information for the previous twelve (12) months. The retiree will then submit the calculation of maximum deferral from the vendor.
3. Single Health insurance, at the monthly rate of \$441.00, will be available to retirees with 15 years' experience in the district for up to 5 years. If Medicare eligibility occurs prior to 5 years, then insurance will only be available to the retiree until he/she is eligible for Medicare. This provision will cover staff hired prior to the 2003-2004 school year.
4. Any teacher eligible for severance under Article 10, Sect.2, Subd.1, who leaves the School District and continues employment in another Minnesota Independent School District will forfeit Article 10,

Sect. 2, Subd. 2, #3.

ARTICLE 11

LEAVES OF ABSENCE

Section 1: SICK LEAVE

Subd. 1: Sick Leave Accrual

All full-time teachers shall earn sick leave at the rate of 99 hours for each school year of service in the employ of the School District. Less than full-time teachers shall accrue sick leave prorated to his/her contract time. Annual sick leave shall accrue at the rate of 27 hours the first month and 9 hours each month thereafter. If the contract of a teacher is terminated prior to the completion of the specified length of the school year, the School District reserves the right to deduct the cost of sick leave taken prior to being earned.

Subd. 2: Sick Leave Bank

Unused sick leave hours may accumulate to a maximum credit of 1080 hours of sick leave per teacher. A bank of sick leave hours shall be available at the beginning of each school year. Any hours beyond the maximum accumulative limit of 1080 hours will be added to the group sick leave pool at the end of the school year. These hours may be used by a member of the teaching staff subject to the following conditions:

1. Hours from the sick leave pool shall only be used for employee personal medical leave.
2. Sick leave pool hours may not be used on days that workers' compensation or long term disability insurance benefits are paid.
3. The Teacher's accumulated and current sick leave and personal leave must be completely exhausted.
4. The maximum number of sick leave pool hours that any one individual teacher may use shall not exceed the number of accumulated and current sick leave days available to that teacher at the beginning of each school year.
5. These sick leave pool hours are subject to the provisions of Subd. 4 and Subd.7 of this Section.
6. The amount of available sick leave is limited to the pool balance at

- the beginning of each school year.
7. Staff may contribute up to 18 hours of personal leave at the end of the fiscal year.
 8. All accumulated unused sick leave from teachers leaving the district will go into the pool.
 9. The maximum salary and fringe benefits to be paid by the District will not exceed \$50,000 in any school fiscal year. The \$50,000 is inclusive of any and all employees receiving benefits under this provision of the master agreement.
 10. Final approval shall be made by Executive Board of the OEA and the Superintendent.

Subd. 3: Sick Leave Absences

Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to illness and/or disability, which prevented his/her attendance at school and performance of duties on that day or days. Sick leave may be used by an employee to care for his/her ill child, spouse or parent. Sick leave may also be used for medical appointments.

Subd. 4: Medical Certification

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. Unexcused absences will be submitted as personal days. If employee has no personal days available, a deduct day will occur, and a written reprimand may be placed in employee's personnel file.

Subd. 5: Medical Certification Time Line

In the event that a medical certificate will be required the teacher will be so advised within five (5) working days from the first day of illness.

Subd. 6: Sick Leave Deduction

Sick leave shall be deducted from the accrued sick leave hours earned by the teacher.

Subd. 7: Sick Leave Approval

Sick leave pay may be approved only upon submission of absence request into the Aesop program.

Section 2: Child Care Leave

Subd. 1: Qualification

A child care leave may be granted by the School District subject to the provisions of this Section, to one (1) parent of a natural or adopted child, provided such parent is caring for the child on a full time basis.

Subd. 2: Time Frame

A teacher making application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave. If the reason for the child care leave is occasioned by pregnancy, the teacher will provide at the time of the leave application, a statement from a physician indicating the expected date of delivery.

Subd. 3: Eligibility

A teacher shall not be eligible for sick leave during the period covered by the childcare leave.

Subd. 4: Application

The childcare leave application shall specify dates of beginning and ending of leave. The School District shall not be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the teacher to return to his or her employment; prior to the date designated in the request for childcare leave.

Subd. 5: Reinstatement

A teacher returning from childcare leave shall be reinstated to the original position or to a position of like status and pay unless previously discharged or placed on Unrequested Leave of Absence.

Subd. 6: Failure to Return

Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave. An application for less than one year may be extended upon written request by the teacher to the School District prior to four (4) weeks of the original return date

Subd. 7: Salary Schedule Credit

A teacher who returns from child care leave within the provisions of this Section shall retain all previous salary schedule credit for pay purposes and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The teacher shall accrue additional experience credit for pay purposes, if they work at least 1072 hours during the school year in which the leave is taken.

Subd. 8: Pay

Leave under this Section shall be without pay or fringe benefits, except as provided in the Family and Medical Leave Act.

Section 3: Personal Leave

Subd. 1: Accrual

A full-time teacher shall be granted personal leave of absence of 27 hours per year. Unused hours (maximum of 27) may be carried over for a maximum of 54 personal hours per year. If excess of 54 personal hours exists, 9 hours may be rolled into sick leave upon written request by the teacher. Less than full-time teachers may be granted personal leave on a pro rata basis.

Subd. 2: Request for Leave

Requests for personal leave maybe approved only upon submission of absence request into the Aesop program. Leave must be requested at least 3 scheduled teacher work days in advance. No more than three (3) teachers from each area (PK-5) and (6-12) will be granted personal leave on the same day. During the month of May, no more than two (2) teachers from each area (PK-5) and (6-12) will be granted personal leave on the same day. Emergencies will be considered as an exception, to be approved by the superintendent.

Subd. 3: Personal Leave Timing

A personal leave day shall not be granted for the first and last student days of the school year. Any employee not reporting on either of these days will have a deduction of one day's pay.

Section 4: Jury Service

A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. Documentation must be provided prior to serving. The per diem received for jury duty service shall be remitted to the School District.

Section 5: Witness Obligation

Any teacher summoned or subpoenaed by any court to provide testimony during the regular work day in any case in which the teacher is not a principal party to the action shall be provided leave with no loss of pay for the time which the teacher is required to be absent. The teacher shall, by payroll deduction, reimburse the School District for any witness fees received, except that the teacher may retain any mileage or meal expense reimbursement or any witness fees in excess of the teacher's daily rate of pay.

Section 6: Emergency / Civic Leave

Subd. 1: School District Discretion

A full-time teacher may be granted a leave at the discretion of the School District of no more than two days per year, noncumulative, the days to be deducted from sick leave, for situations that arise requiring the teacher's emergency attention, or for civic responsibilities which cannot be attended to when school is not in session and which are not covered under other provisions of this agreement.

Subd. 2.: Request for Leave

Requests for leave must be made in writing to the superintendent of schools at least three (3) days in advance, whenever possible. The request shall state the reason for the proposed leave. The School District reserves the right to refuse to grant such leave if under the circumstances involved such leave should not be granted. All leaves must have prior approval, but at no time shall more than two teachers be granted emergency or civic leave.

Subd. 3: Honorariums

Any honorariums paid to a teacher while on leave from the School District shall be reimbursed to the School District.

Section 7 Extended Leave:

Subd. 1: Qualification

A teacher having worked in the School District at least five years and having at least ten years of allowable service or ten years of teaching service in a Minnesota public elementary, secondary, and technical colleges may be granted an extended leave of absence, without pay, for at least three years but no more than five years.

Subd. 2: Consent

An extended leave of absence will only be granted if both the teacher and the School District consent to the leave. Granting more than one (1) leave per year will be at the district's discretion. The School District will provide reasonable justification for any request it denies.

Subd. 3: Insurance

A teacher on extended leave may "purchase" medical, dental or, life insurance benefits from the district for both the teacher and the teacher's dependents under COBRA, for up to 18 months, if:

- A. The coverage is available from the district's insurer;

- B. The teacher requests the coverage; and
- C. The teacher pays the District or District's Benefit Administrator the full amount of premium plus administrative fee to maintain the coverage.

Subd. 4: Return to Work

It is not mandatory that the teacher return to the district following completion of the leave, but if they do, they will return to the same or similar position.

Subd. 5: School Year

Leaves are only granted for the regular school year.

Section 8: Military Leave

Military leave shall be granted pursuant to applicable law.

Section 9: General Leaves of Absence

Subd.1: Experience

Teachers with a minimum of three (3) years of experience in the School District may apply in writing for an unpaid leave of absence subject to the provisions of this Section. The granting of such leave will be at the sole discretion of the School District.

Subd. 2: Reasons

Such leaves may be granted by the School District for overseas teaching, Peace Corp, Vista, National Teacher Corps, extended illness of the teacher, extended illness of the teacher's family, civic activities, alternative occupational experiences, employee organization activity, public office, or other reasons deemed appropriate by the School District.

Subd. 3: Notification

A teacher on such leave shall notify the School District in writing no later than April 1 of the teacher's intention to return at the conclusion of the leave or request an extension of the leave. If no notification is received, employment is severed. The granting of the extension shall be at the sole discretion of the School District. The School District may also at its sole discretion waive the April 1 notice date if the School District determines special circumstances are involved.

Section 10: Family & Medical Leave

Subd. 1: Reason

A teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of

absence, without pay, up to one year. The School District may at its discretion, renew such a leave and request for renewal shall also be accompanied by a written doctor's statement.

Subd. 2: Documentation

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

Subd. 3: Family and Medical Leave Act

"Pursuant to the Family and Medical Leave Act, USC, an eligible teacher shall be granted, upon written request, a leave up to a total of twelve (12) weeks of unpaid leave per year in connection with:

- 1) The birth and first-year care of a child;
- 2) The adoption or foster placement of a child;
- 3) The serious health condition of a teacher's spouse, child or parent and
- 4) The teacher's own serious health condition

Subd. 4: Insurance

During such a leave, eligible teachers shall be eligible for regular School District group health insurance contribution as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 5: Length of Employment

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 (12) months and have been employed for at least 1,250 hours during such previous twelve-month period.

Subd. 6: Use of Other Leave

The teacher may elect, or the School District may require the teacher, to substitute paid vacation, paid sick leave, or paid personal leave for leave otherwise provided under this Section. However, nothing herein, nor any other provision of this agreement, shall require the School District to combine leaves for a period of time that exceeds 12 weeks.

Subd. 7: Written Notice

The teacher will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The teacher shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the employer.

Section 11: Assault Leave

Subd. 1 Any case of assault upon a teacher by a student or another employee on school property or while on duty at a school sponsored activity shall be reported within twenty-four (24) hours to the District Administration and/or its designated representative and the OEA Union President. The assault must also be reported to Worker's Compensation as soon as possible via the appropriate method.

Subd. 2 Up to three (3) days of paid leave, not to be deducted from any accumulated leave allowance, may be used by a teacher for this necessary absence due to an assault (physical or emotional) which causes injury in connection with the performance of the teacher's regular work duties. Any additional leave required after the first three (3) days will be covered under the District's Workers' Compensation policy, according to the State of Minnesota Workers Compensation laws. The District may require a medical certificate from a qualified physician for this leave.

Section 12: Negotiations Leave

Subd. 1: Meetings

All meetings between the School District and the exclusive representative will be scheduled to take place at times when the teachers involved are free from assigned instructional responsibilities, unless mutually agreed.

Subd. 2: Mediation

Release time must be provided for four (4) members of the exclusive representative to meet during the school day for mediation and/or arbitration.

Subd. 3: Deduction

In the event mediation or arbitration takes place during the school day when teachers are involved in instructional activities, that time shall not be deducted from a teacher's personal leave or from sick leave.

Subd. 4: Substitute Teacher

In the event that a substitute teacher must be hired for a teacher negotiator, during mediation or arbitration, the cost of that substitute shall be paid by the OEA.

Section 13: Bereavement Leave

Up to five (5) days of leave shall be allowed, the days to be deducted from sick leave, for the death in a teacher's immediate family. Immediate family is defined as a teacher's spouse, child, or parent. Three (3) days of leave shall be allowed for the death of a teacher's brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or other dependent living in the same household as the teacher. One (1) day of leave shall be allowed for the death of others.

Section 14: Insurance Application

A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions under COBRA for up to 18 months. The teacher shall pay the entire premium plus administrative fee for such insurance commencing with the beginning of the leave, and shall pay to the District or District's Benefit Administrator the monthly premium, plus administrative fee in advance.

Section 15: Credit

A teacher who returns from unpaid leave shall retain salary schedule credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave providing said benefits are still part of the current agreement. The teacher shall accrue experience credit for pay purposes if she/he works at least 1072 hours during the school year in which the leave takes place.

Section 16: Eligibility

Leave benefits provided in this Article shall be available only during the regular school year.

ARTICLE 12

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT

Section 1: Purpose

The purpose of this article is to implement a plan according to MN Statute 122A.40 Subd. 10, when adopted, for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts. The unrequested leave shall be effective at the end of the school year.

Section 2: Definitions

For purposes of this **article**, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1: Teacher

(See Article 3, Section 2)

Subd. 2: Qualified

“Qualified” shall mean a teacher who holds a state license in the subject matter or field taught.

Subd. 3: Seniority

“Seniority” applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service in the School District. When a Tier 2 teacher advances to Tier #3, two years of teaching at Tier 2 will count toward seniority. For seniority purposes, teachers employed as School District coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher’s current assignment as determined by the School District.

Section 3: Unrequested Leave of Absences

Subd. 1: Length

The School Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations or merger of classes. Such leave of absence shall continue for a period of three (3) years, after that the right to reinstatement shall terminate. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the teacher and the School Board. A teacher on ULA may continue to purchase their existing elections of medical, dental and vision insurance for the duration of the leave. Life insurance may be continued under COBRA for 18 months. Payments are made directly to the School District.

Subd. 2: Notice

Teachers placed on such leave shall receive notice, with reason, according to state statute.

Subd. 3: Placement

Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed. See M.S. 122A.40, Subd. 8 for any teacher on “Teacher Improvement Plan.”

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

Subd. 4: Seniority Tie Breaker:

The following steps will be used as a basis for choice between continuing contract teachers of equal seniority for purposes of determining the order of placement on Unrequested Leave of Absence and implementation of involuntary transfer.

1. Fewer teaching licensures
2. Fewer additional licensures and/or certificates
3. Fewer post-graduate degrees
4. Least postgraduate education
5. Additional assignments, extra curricular and/or co-curricular activities

Subd.5: Rights While on ULA

Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under the law for such compensation and such leave will not result in a loss of credit for years of service in the district earned prior to the commencement of such leave

Section 4: Realignment

For purposes of placement in ULA or reinstatement from ULA, nothing in this article shall require the School District to reassign a senior teacher to a different position that the teacher is not qualified, as defined in Section 2. above.

Subd.1: Recall Notification

When placed on unrequested leave, a teacher shall file his/her name and address with the School District personnel office to which any notice or reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address change. Failure of a notice to reach a teacher shall not be the responsibility of the School

Board if any notice has been mailed as provided herein.

Subd.2: Recall

If an equivalent position becomes available for a qualified teacher on unrequested leave, the School District shall mail the notice to such teacher certified mail, return receipt requested, who shall have ten (10) calendar days from the date of certified mailing signature date of such notice to accept or reject the re-employment. Failure to accept or reject in writing, or in person, within such ten (10) day period shall constitute a waiver on the part of any teacher to any further rights of employment or reinstatement and forfeit any future reinstatement or employment rights. Reinstatement must be in the inverse order of placement on leave of absence.

Subd.3: Time Limit

Reinstatement rights shall automatically cease three (3) years from the date unrequested leave was commenced.

Subd.4: Filling Vacancy

The district will not hire a new teacher at any tier to fill a vacant position while any qualified teacher is on an ULA. Teachers placed on ULA shall be reinstated to the positions from which they have been given leave or any other positions in the School District in which they are qualified as such positions become available.

Subd.5: Acceptance

No teacher on ULA will be required to accept recall to a position of lower FTE from which they have been given leave. Failure to accept a position of lower FTE will not forfeit right or order of recall.

Section 5: Establishment of Seniority List

Subd. 1: Posting

Within 30 days following the opening of school, the School District shall cause a seniority list (by name, start date and area/areas of licensure) to be prepared from its records. It shall thereupon post such list in an official place in each school house of the district.

Subd. 2: Appeal of Posting

Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty (20) days from the date of posting to supply written documentation, proof and request for seniority change to the School District.

Subd. 3: Final List

Within ten (10) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and

shall make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher. Each year thereafter the School District shall cause seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Section 6: Filing of Licenses

In any year that a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually received in the Superintendent's office for filing as of January 30th of such year shall be considered for purposes of determining ULA within areas of licensure for the following school year. A license filed after January 30th shall be considered for purposes of reinstatement but not for the current reduction.

Section 7: Effect

This article shall not be construed to limit the rights of any other licensed employee not covered by the master agreement or other master agreement affecting such licensed employee.

Section 8: Procedure

Any challenge by a teacher who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures, as provided in M.S. 122A.40, Subd. 14, and, therefore, shall not be subject to the grievance procedure.

Section 9: Vacancies

The School District will post any vacancy requiring a certification for a period of at least 2 calendar days prior to posting outside of the School District. During the school year vacancies will be posted in the employees' lounge and by the mailboxes. During the summer months, the vacancies will be emailed to each employee who is on summer leave. If there are no employees with the posting certification or license, the posting may also go outside the District simultaneously. In the event of a vacancy, an employee may apply in writing to the superintendent or designee.

ARTICLE 13

HOURS OF SERVICE

Section 1: Basic Day

The basic teacher's day (when school is in session) shall be 9 hours (flexible with teacher arriving no later than 7:30 am), inclusive of lunch. Non-student days for teachers shall be 8 hours (7:30 am-3:30 pm), inclusive of lunch.

Section 2: Building Hours

The specific hours may vary according to the needs of the educational program of the School District.

Section 3: Prep Hours

Prep time will be at least equal to the number of minutes in one high school class period.

ARTICLE 14

LENGTH OF SCHOOL YEAR

Section 1: Teacher Duty Days

The School District shall, prior to May 1 on each year, establish the number of school days and teacher duty days for the next school year. The teachers shall perform services on those days as determined by the School District including those holidays on which the School District is authorized to conduct school and pursuant to such authority, has determined to conduct school. The 2019-2020 and 2020-2021 school years shall have 1456 contract hours of which at least (24) shall be workshop hours. New teachers shall have one extra day, an orientation day at the beginning of employment.

Section 2: Emergency Closings

In the event of a 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 District shall determine.

Section 3: Summer School

If summer school is held, the School District agrees to provide two paid workdays of

four hours each, one to immediately precede the opening day of summer classes and the other to immediately follow the last day of the summer term. The rate of pay for summer school classes shall be according to the rate specified in Article 7, Section 2.

ARTICLE 15

SUSPENSION WITHOUT PAY

Section 1: Without Pay

After a hearing, a teacher may be suspended without pay for good and sufficient reasons. Any such suspension is subject to the grievance procedure as explained in Section 4.

Section 2: Hearing

The teacher shall be notified five (5) days prior to the date, time and place of the hearing and reason for suspension hearing. The School District shall issue its decision within 5 calendar days after the conclusion of the hearing.

Section 3: Notice

Suspension shall take effect upon the teacher's receipt of written notification from the hearing committee or its designated representative to the teacher, stating the grounds for suspension.

Section 4: Grievance

The decision of the School District shall be subject to the grievance procedure as provided in this Agreement commencing at the arbitration level, provided written notification requesting arbitration is received by the superintendent within five (5) calendar days after receipt of the School Board's decision. If no hearing is requested within such five (5) calendar day period, it shall be deemed acquiescence by the teacher to the suspension.

ARTICLE 16

GRIEVANCE PROCEDURE

Section 1: Grievance Definition

A "Grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the School District as to the interpretation of application of terms and conditions 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. 1: Extension

Time limits specified in this Agreement may be extended by mutual 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 laws.

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 from 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. 4: Filing and Postmark

The filing or service of any notice or document herein shall be timely if it is personally served or if it bears certified postmark of the United Postal Service 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 District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten (10) school session days after the date the event giving rise to the grievance occurred. If the event occurred within ten (10) school session days of the last regular teacher duty day at the end of the school year, the teacher shall have fifteen (15) working days to file 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 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. 1: Level I

A grievance shall be filed through the principal first. 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 three (3) working days after receipt of the written grievance.

Subd. 2: Level II

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing three (3) working days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or her/his designee shall issue a decision in writing to the parties involved.

Subd. 3: Level III

In the event the grievance is not resolved in Level II the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School District shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by

the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6: School Board Review

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to modify such a decision.

Section 7: Denial of Grievance

Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8: Arbitration Procedures

In the event that the teacher and the School District are unable to resolve any grievances, 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 and signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2: Prior Procedure Required

No grievance shall be considered by the arbitrator which has not been 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 after the request to arbitrate, attempt to agree upon the selection of the arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S., providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon 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

- (a) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the superintendent, the 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 XII 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. 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 issue before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6: Decision

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

Subd. 7: Expenses

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

Subd. 8: Jurisdiction

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances 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 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. In consideration of any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligation of the public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9: Election of Remedies and Waiver

A party instituting any action, proceeding, or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE 17

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, 2021, and thereafter until modifications are made pursuant to the P.E.L.R.A. In the event a successor agreement is not entered into prior to the commencement of school in 2021, a teacher shall be compensated according to the last individual agreement executed between the teacher and the School Board until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2021 it shall give written notice of such intent no later than April 30, 2021. If such notice is not served, the School District shall not be required to negotiate any terms of employment for the following school year. 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 District and the exclusive representative representing the teachers of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District's policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3: Finality

Any matters relating to the current agreement term whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

Section 4: Severability

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provisions under any circumstances is held illegal, it shall not affect any other provisions of this Agreement or the Application of any provision thereof.

ARTICLE 18

ONLINE FACILITATORS

Section 1: Facilitators

Facilitators of on-line courses for students shall be of the OEA membership and/or a highly qualified individual that is mutually agreed upon by the OEA and School District. Facilitators will not be required to evaluate the academic progress of the students or provide remedial or additional teaching in the subject matter of the online course unless it falls within the facilitator's licensure area or qualified skill.

Subd. 1: Facilitation

Online facilitation may replace one study hall or overload teaching assignment.

Subd. 2: Limit

This facilitation duty shall be limited to no more than 25 students.

Subd. 3: Enrollment

It is the intent of the School District not to assign a combined course of teaching and online facilitation for the same teacher at the same time unless the courses (classroom and online) fall under the current licensure of the teacher.

Subd. 4: Prep Time:

Facilitators shall not be assigned to supervise a computer lab during their prep time.

Subd. 5: Compensation

Facilitators shall not receive additional compensation for this duty if it falls within the normal teaching workload of five class periods and one study hall/supervision period.

Subd. 6: Training

Facilitators may be required to complete additional training for facilitation at the expense of the School District.

Subd. 7: Students

Facilitators will be responsible for taking daily attendance and handling the classroom management of the students assigned to them.

WITNESS

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

For: OGILVIE EDUCATION ASSOCIATION

_____ (SIGNED) Ashley Espeseth,
OEA President

_____ (SIGNED) Pam Nickles, Negotiator

_____ (SIGNED) Art Sanbeck, Negotiator

_____ (SIGNED) Brad Aasen, Negotiator

Date _____

For: INDEPENDENT SCHOOL DISTRICT NO. 333

_____ (SIGNED) Gerald DeBoer, Board Chair

_____ (SIGNED) Reno Gunderson, Board Clerk

DATE _____

Salary Schedule A

2019-2020

PI	BA	BA+10	BA+20	BA+30	BA+40 MA	BA+50 MA+10	BA+60 MA+20	BA+70 MA+30
A-1	39,483	40,368	41,364	41,530	43,356	44,354	45,349	46,345
B-2	39,926	41,254	42,360	43,356	44,354	45,349	46,345	47,340
C-3	40,368	42,139	43,356	44,354	45,349	46,345	47,340	48,337
D-4	40,812	43,024	44,354	45,349	46,345	47,340	48,337	49,332
E-5	41,254	43,910	45,349	46,345	47,340	48,337	49,332	50,328
F-6	41,919	44,685	46,124	47,120	48,337	49,332	50,328	51,326
G-7	42,583	45,459	46,898	47,894	49,332	50,328	51,326	52,322
H-8	43,246	46,234	47,673	48,669	50,328	51,326	52,322	53,317
I-9	43,910	47,009	48,447	49,443	51,326	52,322	53,317	54,314
J-10	44,574	47,784	49,223	50,218	52,322	53,317	54,314	55,309
K-11	45,239	48,558	49,996	50,994	53,317	54,314	55,309	56,305
L-12	45,902	49,332	50,772	51,767	55,099	56,349	57,336	58,322
M-13	46,234	49,665	51,546	52,543	56,423	57,672	58,659	59,645
N-14	46,566	49,996	52,322	53,317	57,746	58,995	59,983	60,969
O-15	46,898	50,328	52,874	53,870	59,069	60,320	61,306	62,292

P-16	47,230	50,661	53,429	54,424	60,393	61,643	62,630	63,615
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***PI-Performance Increment**

Three Observations conducted by a trained observer, Average rating of 3 or higher on a 4 point rubric adopted from Charlotte Danielson Framework for Effective Teaching must be achieved to move vertically on the salary schedule.

** If future participation in Q-Comp is terminated by the Association, the Ogilvie School Board or the State of Minnesota, the Salary Schedule will revert back to prior steps and lanes format.

Salary Schedule B

2020-2021

PI	BA	BA+10	BA+20	BA+30	BA+40 MA	BA+50 MA+10	BA+60 MA+20	BA+70 MA+30
A-1	40,273	41,176	42,191	42,360	44,223	45,241	46,256	47,272
B-2	40,724	42,079	43,207	44,223	45,241	46,256	47,272	48,287
C-3	41,176	42,982	44,223	45,241	46,256	47,272	48,287	49,303
D-4	41,628	43,885	45,241	46,256	47,272	48,287	49,303	50,319
E-5	42,079	44,788	46,256	47,272	48,287	49,303	50,319	51,335
F-6	42,757	45,578	47,047	48,062	49,303	50,319	51,335	52,352
G-7	43,434	46,368	47,836	48,852	50,319	51,335	52,352	53,368
H-8	44,111	47,158	48,626	49,642	51,335	52,352	53,368	54,384
I-9	44,788	47,950	49,416	50,432	52,352	53,368	54,384	55,400
J-10	45,466	48,740	50,207	51,222	53,368	54,384	55,400	56,415
K-11	46,143	49,530	50,996	52,013	54,384	55,400	56,415	57,431
L-12	46,820	50,319	51,787	52,802	56,201	57,476	58,483	59,488
M-13	47,158	50,658	52,577	53,594	57,551	58,825	59,832	60,838
N-14	47,497	50,996	53,368	54,384	58,901	60,175	61,182	62,188

0-15	47,836	51,335	53,931	54,947	60,251	61,526	62,532	63,538
P-16	48,175	51,675	54,497	55,512	61,600	62,876	63,883	64,888

***PI-Performance Increment**

Three Observations conducted by a trained observer, Average rating of 3 or higher on a 4 point rubric adopted from Charlotte Danielson Framework for Effective Teaching must be achieved to move vertically on the salary schedule.

** If future participation in Q-Comp is terminated by the Association, the Ogilvie School Board or the State of Minnesota, the Salary Schedule will revert back to prior steps and lanes format.

SCHEDULE...C

At the beginning of each negotiation term, each position filled by a licensed teacher will be totaled and only these positions will be reported as part of the settlement.

Percent based on \$39,483 for 2019-2020 and \$40,273 for 2020-2021 (Step 1 BA)

Twelve Percent (12%)

Head Coach

Basketball Swimming
Football Wrestling
Volleyball

Nine Percent (9%)

Yearbook

Seven Percent (7%)

Fall Production Director
Speech/Declamation

Assistant Coach
Baseball

Softball
Track

Five Percent (5%)

Basketball Junior High
Football Junior High
Volleyball Junior High
Wrestling Junior High
Track Junior High
Assissant/or Jr. High Speech/Declamation
C Squad Softball
Winter Cheerleading

Ten Percent (10%)

Head Coach

Baseball
Softball
Track

Eight Percent (8%)

Assistant Coach

Basketball Swimming
Football Wrestling
Volleyball

Six Percent (6%)

Instrumental Music
C Squad Boys Basketball
C Squad Girls Basketball

C Squad Football
C Squad Volleyball Track Junior High
Musical Director
Assistant Diving Coach

Four Percent (4%)

Vocal Music
Junior Class
Fall Cheerleading
FFA Advisor
Fall Production Technical Director
Musical Technical Director
Yearbook (Semester Class)

SCHEDULE...C

Three & One-Half Percent (3 ½%)

Junior High Baseball
Junior High Softball
Student Council Advisor

Three Percent (3%)

Knowledge Bowl
Musical Choreographer
Assistant Speech Coach
Own It!
National Honor Society

Two Percent (2%)

Yearbook (Full Year Class)
Senior Class Advisor
Jr. Math League/Math Counts
Sr.Math League
Chess Club

An experience increase of 10% of the Schedule "C" will be granted to those coaches and advisors after the completion of four (4) years, another 10% after eight (8) years and another 10% after twelve (12) years and another 10% after sixteen (16) years of

experience in the same sport/activity or group of sports/activities: football, basketball (boys or girls), volleyball, track (boys or girls), baseball or softball, wrestling, swimming, drama or musical or any other sport/activity in the Ogilvie School District