

Board of Education

EMPLOYMENT AGREEMENT

With the

Ortonville Education Association

2021-2022 and 2022-2023

Independent School District #2903
Ortonville, Minnesota 56278

An Equal Opportunity Employer

Article I Table of Contents

Article	I	Purpose	3
Article	II	Recognition of Exclusive Representative	3
Article	III	Definitions	3
Article	IV	School District Rights	3
Article	V	Teacher Rights	4
Article	VI	Basic Schedules and Rates of Pay	6
Article	VII	Extra Compensation	7
Article	VIII	Group Insurance	9
Article	IX	Leave of Absence	10
Article	X	Hours of Service	13
Article	XI	Length of School Year	14
Article	XII	Grievance	14
Article	XIII	Unrequested Leave	16
Article	XIV	Inter District Cooperation	16
Article	XV	Peer Review	16
Article	XVI	Duration	18
Article	XVII	403B Matching Contribution Plan	20
Article	XVIII	Longevity Allowance.....	22
Appendix		Memorandum of Understanding Physicians Verification of Disability Maternity Absence Notice Staff/Curriculum Development – Prior Approval Form School Calendar 2022-23 Salary Schedule, 2021 - 22 and 2022 - 23 Extra-Curricular Salary Schedule, 2021 - 22 and 2022 - 23	

Purpose

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 2903, Ortonville, Minnesota, hereinafter referred to as the School District and the Ortonville Education Association (O.E.A.), 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 II

Recognition of Exclusive Representative

Section 1. Recognition: In accordance with the P.E.L.R.A. the School District recognizes the Ortonville 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.

Article III

Definitions

Section 1. Terms and Conditions of Employment: The "terms and conditions of employment," means the hours of employment, the compensation including fringe benefits 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 District. The terms of this Agreement and terms not defined in this Agreement are subject to the provisions of P.E.L.R.A.

Section 2. Teacher: The term, "teacher," shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 3. School District: For purposes of administering this Agreement, the term "School District", District shall mean the School Board or its designated representative(s).

Article IV

School District Rights

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, 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 teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by 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 from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management 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 V

Teachers Rights

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

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and terms and conditions of employment for such teachers with the School District of such unit.

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to the P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in sixteen (16) equal installments, beginning with the first pay period in October, continuing through May.

Section 4. Fair Share Fee: In accordance with the P.E.L.R.A., as amended, any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues, and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

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

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

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, judgment 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.

Fair Share Fee will also apply to Long Term Subs working more than 30 consecutive days.

Section 5. Personnel Files: A teacher's personnel file shall contain only materials that are related to his/her employment. Situations which do not result in disciplinary actions shall not be entered into an employee's personnel file.

Whenever information is placed within a teacher's file, a copy of that information shall be provided to the teacher within five (5) working days. The teacher shall be given the opportunity to rebut any information and have that written rebuttal attached to information placed in the teacher's files within five (5) working days.

Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files relating to each individual teacher shall be available during regular school business hours to each individual teacher or his/her association representative upon the written request of the employee. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense.

Upon written request of the employee, an improvement target worksheet shall be removed after three (3) years. More serious infractions such as withholding a pay increment and/or any suspension shall be retained in the employee's file.

The permanent personnel file may be used as evidence in any disciplinary action or hearing. This does not limit, restrict or prohibit the School District from submitting supportive documentation or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the association.

Section 6. Substitute Teachers: Substitute teachers will be employed whenever possible for absences occurring in all teaching positions. At the teacher's request, the District will secure a substitute.

Section 7. Substitute Teacher Wages: A substitute teacher's wages will be based on the beginning step (BA Degree Step 1) of the salary schedule if duration is MORE than two (2) consecutive weeks (10 days) in the same position. The substitute teacher must hold a valid teacher license.

Section 8. Teacher Evaluation: The primary objective of teacher evaluations shall be for the improvement of instruction.

All teacher evaluations shall be made in writing and shall be conducted openly. Said evaluations shall be conducted by a building principal, assistant principal or other administrator.

Upon completion of an instruction observation, a post observation conference between the supervisor and the teacher will take place within five (5) regular school days. The teacher shall have up to fifteen (15) regular school days after the conference to submit a rebuttal to the formal evaluation. Such remarks shall be attached to the original report and shall contain the signature of the teacher and the person preparing the evaluation report.

If after such evaluations the supervisor finds deficiencies in the teacher's work performance, the District shall provide the teacher with specific and reasonable written recommendations on an improvement target worksheet. At least one additional evaluation shall be held as specified on the improvement target worksheet.

Section 9. Teacher Discipline: Any disciplinary action shall comply with law and regulations and shall be fair and equitable. This discipline procedure shall not supersede state laws regarding immediate dismissal and shall apply to continuing contract teachers only.

The District shall discuss with the teacher any concerns which may lead to a disciplinary action and shall offer constructive suggestions for correction before disciplinary action is initiated.

Disciplinary action shall deal with behavior as categorized by M.S. 122A.40, Subd. 9 and shall follow these steps:

1. Improvement target worksheet
2. Instructional assistance target worksheet
3. Remediation plan and remediation assessment
4. Suspension and/or withholding of scheduled salary increase
5. Discharge

A teacher shall be entitled to have a representative of the association present in the event that any disciplinary action listed above is implemented. If a teacher requests representation, he/she shall have a minimum of 48 hours to arrange association representation before any action shall be taken with respect to the matter.

All information forming the basis for a disciplinary action will be made available in writing to the teacher or upon his/her written request to the association at the time the action is taken.

Immediate Discharge: Actions requiring discharge will follow M.S. 122A.40, Subd. 13. The Superintendent will suspend the teacher pending a hearing by the Board.

Section 10. Teacher Support and Assistance: The District recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the District will take all steps as outlined by M.S. 466.07.

Any case of student assault upon a teacher during the teacher day or at school sponsored activities he/she is supervising shall be promptly reported to the School District and the superintendent. The District will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render assistance to the teacher in connection with handling of the incident by law enforcement or judicial authorities.

Time lost by a teacher in connection with any incident mentioned in this section shall not be charged against the teacher.

Any complaint toward a teacher concerning any incident mentioned in this section shall be reported to the teacher in writing within one (1) working day.

Section 11. Board Meeting Agenda: The exclusive representative shall be furnished an agenda for the School Board meetings at the same time as said agenda is mailed to the School Board members.

Section 12. Meet and Confer: Teachers shall have the right to meet and confer with the School District regarding policies and matters not included under M.S. 179A.03, Subd. 10.; M.S. 179A.06, Subd. 4.; M.S. 179A.07, Subd. 3.; and, M.S. 179A.08, Subd. 2. Upon request of the exclusive representative, the School District agrees to set meet and confer meetings at the mutual convenience of the parties.

Article VI

Basic Schedules and Rates of Pay

Section 1. Basic Compensation: The wages and salaries reflected in the schedule attached hereto shall be effective for the 2021-2022 and 2022-2023 school years as indicated on the schedule.

Section 2. Status of Salary Schedules: 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 (see Article V, Section 9).

An action withholding a salary increase shall be subject to the grievance procedure.

If a successor Agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor Agreement is executed.

Section 3. Lane Changes: The following will determine appropriate placement on the salary schedule:

Subd. 1. Credits will be counted for lane changes. Advanced degree programs must have prior approval by the superintendent. Degree programs resulting in a Masters in Administration or a Masters in Counseling will not be approved for teachers assigned to classroom duty.

Subd. 2. Grade and Credits: Up to four (4) of the ten (10) credits required to make a lane change may be under graduate credits. A passing grade must be attained by the college or university attended.

Subd. 3. Prior Approval: All credits to apply on schedule must be previously approved in writing by the Superintendent. If a teacher paid for the credits, they can be used for a lane change. If the School District paid for the credit, they cannot be used for a lane change.

Subd. 4. Effective Date: Credits will be modified on the basis of credits submitted to the Superintendent on an official transcript by October 1 or a February 1 extension will be granted for lane change if the business office is notified by October 1.

Subd. 5. Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and teacher. Only full years of teaching experience shall be counted for placement on the salary schedule. Experienced teachers are generally credited with five years or less of teaching experience consistent with their number of years of experience.

Section 4. Pay Deduction: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence. Monthly check stubs or end of year receipts will be issued for all deductions and disbursements to individuals.

Section 5. Payroll Period: The District and the Association agree to provide for bi-monthly payments, beginning with the first period in September. Pay dates will be on or before the 1st and the 15th of each month. If the 1st or the 15th fall on a weekend, payment will be made on the Friday before the pay date or Thursday if that Friday is a banking holiday.

Article VII

Extra Compensation

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in the Schedules attached hereto shall be effective for the 2021-2022 and 2022-2023 school years respectively. All extra-curricular coaches/advisors will have two options for payment:

Option 1: One payment after completion of the regular season/activity.

Option 2: Two payments, one after the season/activity has started and the final at the conclusion of the regular season/activity.

Section 2. Extra Activities: Teachers working at extra activities will be paid at the rates as indicated in the schedule.

In lieu of extra compensation, teachers who sign up to work three activities may elect to receive an activity pass for one person. This is in addition to the non transferable activity pass that the District gives each staff member. The District reserves the right to give preference to individuals, including community volunteers, who choose the activity pass.

Activities will include:

1. Selling tickets, collecting tickets, keeping score, timing, announcing, and supervising students at scheduled athletic events,
2. Supervising or announcing at music activities, class plays, musicals, speech activities and any other activity related to the above,
3. Assisting in carrying out scheduled activities in track, field, and cross country,
4. Chaperoning students at any District activity or in transporting them to and from such activities after school hours.

Section 3. Extended Employment (non contracted days):

Subd. 1. The District will pay the daily rate of pay per day to teachers doing staff/curriculum development. Extended Employment Prior Approval forms must be completed and approved by the process identified in the staff development handbook. The District may require a summary report of activities pursued prior to payment.

Subd. 2. In lieu of extra compensation, a teacher may choose to earn internal credits toward a lane change. Up to 6 semester internal credits per lane change on the salary schedule will be given to teachers who are involved in District #2903 sponsored educational activities or committee assignments.

Subd. 3. Eligible activities and committees as well as the number of credits given per activity will be determined by the continuing education committee and must receive prior approval from the School District. A minimum of ten hours of direct seat-time outside of the teacher's regular contract day shall be required for each credit given. Participation in an activity or on a committee will be only by mutual agreement of the teacher and the District.

Section 4. Part-time Teachers:

Compensation for any extra hours or days required by the School District or the Board to be worked shall be based upon a 7 period student day for all teachers. Benefits will be prorated on the same basis and calculated on contracted days only.

Secondary: The pay for part-time secondary teachers shall be calculated upon a 7 period student contact day.

Teachers who are part-time with a contract of 50% or more will be allowed a full planning period. Teachers whose contract is below 50% will be allowed ½ of a planning period.

Elementary: The pay for part-time elementary teachers shall be calculated as follows:

The basic student contact day is 408 minutes of instruction time.

The teacher is allowed 30 minutes duty free lunch.

The teacher is allowed 5 minutes per day for preparation time for each 25 minutes of instruction time per day.

<u>Student contact time</u>	<u>rate of pay</u>
47-50 minutes	1/7th
51-101 minutes	2/7ths
102-151 minutes	3/7ths
152-201 minutes	4/7ths
202-251 minutes	5/7ths
252-300 minutes	6/7th

Section 5. Retire / Rehire of a teacher:

This is determined based upon the needs of the School District. The conditions of the rehire will be determined between the School District and the teacher.

Section 6. On-line/College Course/Elementary Combined Classes:

Teacher who are assigned an online, college course, combined high school course, or combination elementary class will be paid an additional \$500 per class per semester.

Article VIII

GROUP INSURANCE

All benefits will be pro-rated based on contracted days.

Section 1. Health Insurance: All full time teachers employed by the School District are eligible for a district health benefit contribution in the amount of \$7,576.23 for the 2021-22 school year. Beginning 2022-23

- Increase the board contribution for group health insurance to a total of \$7,727.00/year.
- This contribution would only be paid to employees who enroll in the district's group health insurance plan.
- If the employee's group health insurance premium is less than the annual board contribution the difference will be placed in the employee's school sponsored HSA account if the employee has enrolled in the district's HSA compatible group plan. If the employee has not enrolled in the district's HSA compatible group plan the difference will be placed into an HRA or VEBA.
- For employees that do not enroll in the district's group health insurance plan, Insurance Opt Out payments will remain at \$6,000/year for full-time employees. Only grandfathered employees are eligible for this.
- Employees hired after ____ will not be eligible to receive Insurance Opt Out benefits. To receive the contributions they must participate in the district's group health insurance plan.
- Employees hired after ____ are not eligible for this.
- Employees that waive coverage in the district's group health insurance plan must have and provide proof of other health insurance coverage to be eligible for Insurance Opt Out benefits.
- If universal health care is passed by the federal government this part of the contract language is null and void.

Insurance Opt Out: The payment will be equal to the benefit amount less any qualifying flexible benefit elections, and the school district's FICA tax liabilities related to the cash-in-lieu payment. The annual amount paid to an employee as reimbursements through the flexible benefits plan, and/or as Insurance Opt Out payments, and the related employer FICA taxes shall not be greater than the total benefit. Insurance Opt Out payments will be added to regular payroll checks. Any tax liability will be the responsibility of the employee.

Duration of Insurance Contribution: An employee is eligible for school district contribution as provided in this Article as long as they are employed by the school district. Upon termination of employment, all district contribution shall cease, unless the individual leaving is eligible under the Early Retirement Incentive Policy. (See Ortonville Public Schools Policy Handbook #411.)

COBRA: A teacher on unpaid leave is eligible to continue to participate in group insurance programs as required by COBRA, and if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

Claims Against the School District: In all cases the employee will be responsible for obtaining and paying the premium for individual health insurance coverage. The employee shall make no claim against the school district as a result of denial of insurance benefits by an insurance carrier, or failure to pay premiums.

Flexible Benefits Plan (Section 125): The School District will use a third party vendor to manage the Flexible Spending Accounts. The School District will pay the monthly vendor cost for administration. If the employee chooses to access the Benefit Card this would be at the employee expense.

Section 2. Income Protection – Disability Insurance: This plan will be continued in 2021-22 and 2022-23.

Section 3. Group Life Insurance: A group life insurance plan in the amount of \$20,000 for each certified, full-time employee employed by the School District who qualifies for and is enrolled in the School District's group term life insurance plan will be provided with the premium paid by the School District.

Article IX

Leaves of Absence

Section 1. Sick Leave:

Subd. 1. A full-time teacher shall earn sick leave at the rate of 15 days for each year of service in the employ of the School District. Leave shall accrue monthly as it is earned on a proportionate basis to the teachers work year.

Subd. 2. Unused sick leave may accumulate to a maximum of 120 days of sick leave per teacher.

Subd. 3. Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to the teacher's, or member of the teacher's immediate family (spouse, children (of all ages), parents, siblings, grandparents, stepparent, or parents-in-law.) M. S. 181.9413 as amended 2013, illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4. Bereavement leave shall be granted with the days to be deducted from sick leave. The specific amount of leave allowed is subject to the discretion of the superintendent depending on the circumstances.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Section 2. Professional - Personal Leave:

Subd. 1. Teachers shall be granted a maximum of 2 days personal leave when pre-arranged with the principal's approval. Teachers may also accumulate two unused personal days from the previous school year. As of year 15, teachers may, with administrative approval, claim 1 additional personal leave day in exchange for 4 sick leave days and upon year 20, Teachers have the ability to exchange for 2 personal days at a rate of 4 sick leave days each. Additional days may be granted at the discretion of the Superintendent, up to a maximum of two additional days. For each additional personal day granted, the teacher will pay the district cost of the substitute. The cost of the substitute will be paid with a personal check from the employee prior to the approved leave day. Anything beyond the two additional days will be taken without pay. Such leave shall allow three (3) teachers to be absent at a given time, with additional teachers to be granted at the discretion of the Superintendent.

It is understood that no personal days can be used during the last 2 weeks of school, unless granted at the discretion of the superintendent.

Subd. 2. Each teacher shall be allowed a minimum of 2 professional leave days to attend professional conferences, etc. Additional days may be granted at the discretion of the Superintendent. This leave shall be paid leave.

Section 3. Reimbursement of Unused Sick and Personal Leave:

Subd. 1. All teachers in the Ortonville Public School District will be reimbursed for unused sick leave and unused personal leave according to the chart in subd. 3. The sick leave and personal leave benefits will be calculated by payroll based on year-end leave reports. It will be the responsibility of the teacher to verify that those balances are correct prior to leaving at the end of the school year. If a teacher has two personal days or less remaining at the time

of calculations, those personal hours will automatically be carried over to the following year. These hours will not be reimbursed unless a written request is turned into the payroll office by June 7th requesting reimbursement for those hours.

Personal hours exceeding two contracted day will automatically be reimbursed up to a maximum of two (2) contracted days.

Subd. 2. Part-time teachers will have unused sick leave or personal leave prorated for sell-back.

Subd. 3. Reimbursement will be calculated for each year separately based on the following schedule:

<i>Sick Days Used Each Year</i>	<i>Sick Days Credited for Reimbursement</i>
0	4
1-4	3
5-8	2
<i>Personal Days Used Each Year</i>	<i>Personal Days Credited for Reimbursement</i>
0	2
1	1

Rate of Reimbursement per year shall be: \$80.00 per day credited.

Subd. 4. Sick days credited for reimbursement will not be deducted from the accumulated sick leave.

Section 4. Child Care/Pregnancy Leave:

Subd. 1. Pregnancy Disability Leave: A teacher may utilize his/her accumulated sick leave through the period of pregnancy-related disabilities, childbirth and recovery with a pregnancy-disability leave. The pregnant teacher shall notify the superintendent in writing of intent to take this leave as soon as possible, preferably three calendar months before commencement of the leave. The notification shall provide notice of the teacher's expected delivery date as determined by her attending physician. A male teacher may utilize his accumulated sick leave through the period of pregnancy-related disabilities, childbirth and recovery with pregnancy - disability leave.

Subd. 2. Pregnancy Leave: If a pregnant teacher chooses to, she may take unpaid leave prior to utilizing sick leave benefits for pregnancy disability leave. She must notify the superintendent in writing of intent to take pregnancy leave as soon as possible, preferably three calendar months before commencement of the leave. The notification shall provide notice of the teacher's expected delivery date as determined by her attending physician. It is advisable, but not mandatory, to apply for pregnancy leave and pregnancy disability leave at the same time.

Subd. 3. Child Care Leave: The District may grant child care leave without pay to any teacher, regardless of marital status, who requests such leave for the purpose of providing parental care to his or her child or children.

Subd. 3a: A teacher may take child care leave of up to 12 months by notifying the superintendent in writing as soon as possible, preferably three calendar months prior to commencement of the leave. The date of return from the leave shall be determined by mutual agreement between the teacher and the district. Any time used for pregnancy leave and/or pregnancy disability leave (see Subd. 1. & 2. above) shall be deducted from the time available for child care leave so that the total time for the three leaves does not exceed 12 months. If a teacher elects to take pregnancy disability and/or pregnancy leave pursuant to Subds. 1. & 2. above, it is advisable, but not mandatory, that she notify the District of her intent to take child care leave at the time of notice of pregnancy disability and/or pregnancy leave.

Subd. 4. Child care leave may be extended only by mutual agreement between the teacher and the District. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination.

Subd. 5. Upon return from child care leave the teacher shall be reinstated to his or her former position or to a position which is mutually agreeable to the teacher and the District and for which the teacher is licensed, unless previously discharged or placed on unrequested leave. This provision shall also apply to a teacher returning from pregnancy leave and/or pregnancy disability leave.

Subd. 6. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e. winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year or the like. The availability of a substitute teacher may also be considered by the School District in the granting of a child care leave or the duration thereof.

Subd. 7. In making determination concerning child care leave, the School Board shall not, in any event, be required to: 1. Grant any leave of more than 12 months duration. 2. Permit the teacher to return to his or her employment prior to the date designated in the application for child care leave.

Subd. 8. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave (pregnancy leave and/or pregnancy disability leave) shall not be counted in determining the completion of the probationary period.

Subd. 9 A teacher who returns from a leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care, pregnancy disability or pregnancy leave.

Subd. 10. A teacher on child care or pregnancy leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of a child care or pregnancy leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this section. The premiums for the insurance programs shall be paid in the usual amount for a teacher during a period of pregnancy disability leave.

Section 5. Educational Leave:

Subd. 1. A leave of absence of up to one (1) year shall be granted to any teacher with five years of service, upon application, for the purpose of engaging his/her professional responsibilities: foreign or military teaching programs; the Peace Corps or Job Corps as a full-time participant in such programs; or a cultural or work program related to his professional position. Upon return from such leave, a teacher shall be placed on the appropriate step on the salary schedule (see Section 7. Credit).

Section 6. Extended Leave of Absence: All full-time teachers may request an extended leave of absence of up to five (5) years, as specified in Minnesota Statutes 122A.46.

Subd. 1. A teacher on leave may elect to remain in the Teacher Retirement Association and the School District health insurance plan, if eligible, at his/her own expense.

Subd. 2. Upon completion of the extended leave, the teacher shall be reinstated to his/her original job or a position of like status and pay. A continuing contract shall remain in effect, and the teacher shall retain all seniority and fringe benefits which he/she had accrued prior to taking the leave.

Subd. 3. The teacher on leave shall notify the board of his/her intent to return by February 1, in the calendar year of the year he/she wishes to terminate the leave.

Subd. 4. To be eligible, a teacher will have completed five (5) years of employment in the District and a total of ten (10) in the State of Minnesota.

Subd. 5. The deadline to make application for this type of leave will be March 1 of the year proceeding the year of leave.

Section 7. Credit: A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that a teacher was on unpaid leave.

Section 8. Civic Obligation Leave: Each teacher shall be granted paid leave to attend jury duty. The compensation received for jury duty shall be remitted to the District except for meals and mileage.

Section 9. Intent to Return: Any teacher on leave for a full year or longer shall notify the District of his/her intent to return on or before February 1 of the year in which the leave expires.

Section 10. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 11. Family Medical Leave Act (FMLA)

Subd. 1. Pursuant to the Family and Medical Leave Act, 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:

- a. the birth and first-year care of a child;
- b. the adoption or foster placement of a child;
- c. the serious health condition of a teacher's spouse, child, or parent, and
- d. the teacher's own serious health condition.

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

FMLA leaves of absence are tracked on a fiscal basis (July 1 – June 30).

Subd. 3. To be eligible for the benefit of this section and insurance contribution, a teacher must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such twelve-month period.

Subd. 4. 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., sick leave, or personal leave, pursuant to the provisions of this Agreement governing such leaves). Moreover, nothing herein, or any other provision of this Agreement, shall be construed to require the School District to combine leaves for period of time that exceeds the leave provided by this section or the period of time for leaves provided in other section of this Agreement.

Subd. 5 The teacher will provide at least thirty (30) days written notice of request for leave when the reason for the leave is foreseeable. The teacher shall further make reasonable efforts to schedule any treatment so as to minimize disruption for the work of the School District.

Article X

Hours of Service

Section 1. Teacher's Day:

Subd. 1. The teacher's day shall be eight (8) hours. The teacher will have the choice of a 7:30-3:30 or an 8:00-4:00 day as long as it is understood that they are required to take part in all mandatory meetings. On Fridays or a day preceding a holiday, or on a day when directly involved in an evening District function, the teacher may leave upon fulfillment of their teaching responsibilities.

Teachers must notify the principal in their area at the beginning of the year as to what their daily schedule will be.

Any staff meeting day as determined by the District's Principal Advisory Council of Teachers, with the approval of the Superintendent and those days designated on the school calendar as "early start" days shall be eight hours from 7:30 A.M. to 3:30 P.M.

Subd. 2. Teachers in grades seven through twelve shall be assigned no more than six (6) supervised periods to include no more than one (1) study hall during the student contact day. The District has the exclusionary right to have a teacher assigned to more than one study hall per quarter if needed.

A teacher may be assigned additional periods as determined by student needs. Compensation for an additional class shall be 1/7 of the daily rate of pay of the teacher. For an additional study hall the rate shall be \$750. Subbing during prep period will be at \$20 per period.

All teachers in the District shall have a half hour duty free lunch period between 11:00 AM and 1:00 PM.

That part of the teacher day during which a teacher does not have assigned classes or other assignments shall be used for preparation time.

Subd. 3. Secondary teachers shall have at least one period per day for preparation. Elementary teachers shall have 50 minutes per day of preparation time. A minimum of one 25 minute block will be provided each day. The remaining minutes will be scheduled through the mutual agreement of the teachers and his/her principal.

Article XI

Length of School Year

Section 1. School Calendar: The calendar for the 2022-2023 school year is included in the appendix for information purposes only. It is not to be construed as part of the employment Agreement and, therefore, the calendar is not grievable.

Section 2. School Year:

Subd. 1. The length of the school year shall be determined by the School pursuant to Minnesota Statute 120A.40.

Subd. 2. In event of any proposed change in the prescribed school year, the exclusive representative shall be informed of the changes.

Section 3. Teacher Duty Days: Pursuant to M.S. 120A.40 the School Board shall, prior to April 1 of each school year, establish the school days and teacher duty days for the next school year and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is

authorized to conduct school and pursuant to such authority has determined to conduct school. The length of the teacher contract year shall be 182 days.

Section 4. Emergency Closings: In the event that make-up days are scheduled as a result of emergency closings, the dates to use will be mutually agreed upon by the District and the exclusive representative.

Article XII Grievance

Grievance Procedure:

Section 1. Definition: A grievance shall mean, any claim by a teacher and/or a teacher organization that there has been a violation of the terms and conditions of employment insofar as such matters are contained in the master contract.

Section 2. Time Limits: All time limits herein shall consist of school days, except that when a grievance is submitted by May 15th, time limits shall consist of all calendar days so that the matter may be resolved before the close of the school term. Such time limitations may be extended only by mutual consent. The initiation of a grievance must begin within 60 days of the occurrence. Notice bearing a post mark of the U.S. Postal System will be considered as meeting the time line provisions of this article.

Section 3. Teacher Representation: The School District shall recognize the individual teacher or a Teacher's Grievance Committee of five (5) members to be appointed by the exclusive representative, or a representative chosen by the association to represent the teacher or the association in grievances.

Section 4. School District Representation: The School District may be represented during any step of procedure by any person or agent designated by such party to act in the School District's behalf.

Section 5. Procedure: The parties acknowledge that it is usually most desirable for a teacher and his/her supervisor to resolve problems through free and informal communications; however, should such informal processes fail to satisfy the teacher, then a grievance may be processed as follows:

Step I: If the complaint is not resolved in the initial meeting between the grievant and his/her supervisor, the grievant or the Teacher's Grievance Committee must present the grievance in writing within five (5) days to the principal or director who will arrange a meeting within five (5) days. The Teacher's Grievance Committee's representative, the principal, and the aggrieved teacher shall be present for the meeting. The principal or director must provide the aggrieved teacher and the Teacher's Grievance Committee with written answer on the grievance within five (5) days.

Step II: If the grievance is not resolved in Step I, then the Teacher's Grievance Committee or the individual teacher, if they so desire, shall refer the grievance to the Superintendent or his designated representative within five (5) days of the receipt of the Principal's written decision. He/She shall arrange for a meeting between the Teacher's Grievance Committee, or the individual teacher, and the Superintendent to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its representation appropriate witnesses and counselor's to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days in which to provide his/her written decision to the Teacher's Grievance Committee, or the individual teacher, if they so desire.

Step III: If the grievance is not resolved in Step I and/or Step II, then the Teachers Grievance Committee, or the individual teacher, if so desired, shall refer the grievance to the School Board within five (5) days. The Board shall arrange for a meeting between the Teachers Grievance Committee, or the individual teacher, if they so desire, and the Board to take place within ten (10) days of its receipt of the appeal. Each party shall have the right to include in its representation appropriate witnesses and counselors to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board will have five (5) days in which to provide its written decision to the Teachers Grievance Committee, or the individual teacher, if they so desire.

Step IV. Grievance Mediation: In the event that the grievant(s) and the School District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.

Subd. 1. Request. A request to submit a grievance to mediation must be made in writing signed by the grievant(s) or the School District and delivered to the designee of the other party. The other party shall respond within five (5) working days to accept or deny the submission of a grievance to mediation.

Subd. 2. Selection of Mediator. A joint request for mediation shall be submitted to the Commissioner to assign a mediator.

Subd. 3. Mediation. The assigned mediator shall schedule one or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures III.03 regarding Grievance Mediation. The mediator does not have authority to order discovery.

Subd. 4. Costs of Mediation. The costs of mediation shall be borne equally by both parties. Each party shall bear their own costs related to representation during the mediation process.

Subd. 5. Recommendation. The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.

Step V: In the event that the grievant(s) and the School District are unable to resolve any grievance as described above, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that the arbitration will be pursued, the Board of Mediation Services shall be empowered to select an arbitrator in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Grievance Committee, or the individual teacher, if so desired, shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by both parties.

Section 6. Summary Details:

Subd. 1. The Board acknowledges the right of the Teacher's Grievance Committee representatives or the individual teacher, if so desired, to participate in the processing of a grievance at any level.

Subd. 2. Provided the parties agree, Step I and/or Step II of the Grievance Procedure may be bypassed and the grievance brought directly to the next step.

Article XIII

UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Section 1. Purpose: The purpose of this article is to implement the provisions of M.S.122A.40, Subd. 10., which article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial imitations, or merger of classes caused by consolidation of school districts.

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

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

Subd. 2. Qualified: "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught and has successfully had teaching experience in such subject matter of field, excluding teacher

on special assignment. Successful teaching experience is defined as having taught the subject matter or field for at least 89 contract days and three hours or more per day.

Subd. 3. Seniority: "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and commences with the initial date of service with the School District in a position requiring a teaching license. For seniority purposes, teachers on special assignment should be placed on the seniority list according to their licensure area.

Section 3. Unrequested Leave of Absence:

Subd. 1. Terms: 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 five (5) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the School District, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year as mutually agreed upon by the teacher and the School District.

Subd. 2. Notice: Teachers placed on such leave shall receive initial notice by May 1 and final notice by July 1 of the school year prior to the commencement of such leave with reason for said placement.

Subd. 3. Placement: Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exceptions:

1) A Teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1 - licensed, Tier 2 - licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and Tier 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated in initial date of service as a licensed teacher.

Subd. 3. Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District's affirmative action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate with purposes of such affirmative action program.

Subd. 4. Tie-Breaker: In the case of equal seniority, the following steps will be followed in order until the tie is broken:

1. Years of service as a qualified teacher. Preference given to years of qualified teaching service within district. 2. Staff members on a discipline plan of action and not making positive progress shall be placed lower than staff member without discipline notice. 3. Special or advanced certification in subject area. 4. Total graduate credits beyond master's degree. 5. Total graduate credits beyond a bachelor's degree. 6. Employment history of coaching/advising of any curricular, extra-curricular or co-curricular programs, preference given to active coaches/advisors.

Subd. 5. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such a period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Subd. 6. Vacancies and Notifications: No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the School Board of their desire to accept the position within ten (10) days of the date of notification that a position is available to that teacher on unrequested leave. The District will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

Section 4. Dropping a 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 which 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.

Section 5. Reinstatement:

Subd. 1. Process: No new teacher at any licensure tier shall be employed by the School District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been given leave or any other available positions in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

Subd. 2. Notices: When placed on ULA, a teacher must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District personnel office. 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 the teacher on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 3. Acceptance of Reemployment: If a full-time position becomes available for a qualified teacher on ULA, the School District shall mail, by certified mail, the notice to such teacher who shall have ten (10) days from the date of such notice to accept the reemployment. Failure to accept, in writing by certified mail, within such ten (10) business day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights. A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years (5) or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence, or, if not available, to other positions in the School District in the fields in which they are qualified. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from. Acceptance of a lesser position does not change any of the timelines that are in place related to the original ULA.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease for (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board, Education Minnesota Barnesville, and the qualified teacher.

Section 6: Establishment of Seniority List:

Subd. 1. Preparation: By January 15 of each school year, the School District shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by tier. The list will be posted at all school buildings in the District and email notification will be provided to teachers when the list is initially posted.

Subd. 2. Request for Change: Any teacher whose name appears on such list and who may disagree with the order of seniority in said list shall have ten (10) business days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent.

Subd. 3. Final List: Within ten (10) business days after the request for change period has ended, the School District will prepare and post a final seniority and licensure list. The list will be posted at all school buildings in the District and email notification will be provided to teachers. The final seniority and licensure list shall be binding on the School District and any teacher, subject to the hearing process outlined in Section 10 Procedure.

Section 7. Filing of Licenses: In any year in which 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 15th of such year shall be considered for the purposes of determining lay-off within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of recall but not for the current reduction.

Section 8: Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined in Section 2., Subd. 1. above and 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 9. Procedure: Following School Board action on discontinued positions and School Board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a) States the applicable grounds for the proposed placement,
- b) Provides notice to the teacher of their right to request a hearing on proposed placement within 14 days from the receipt of the notice; and
- c) Provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the School Board's proposed placement action. Right to a Hearing and Decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to School Board action shall be entitled to a hearing and

challenge the proposed placement pursuant to the grievance as provided in this agreement commencing at the grievance mediation level.

Final Board Action: Final School Board action to place a teacher on unrequested leave of absence must take place prior to May 1. Final School Board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the grievance mediation process.

Article XIV

Inter District Cooperation

Section 1. Procedure: Before the District or its representative enters into an inter-district cooperation, consolidation, annexation, reorganization, merger, alternative school or any other action that might in any way result in a change in entering into joint power, telecommunications, secondary education agreements or an education district, the District shall discuss with the association the manner and effect of each action. If the District votes to enter into such an agreement, the District shall negotiate the terms and conditions for affected teachers with the association.

Section 2. Sharing:

Subd. 1. Definition: A person holding a license and contract to teach in a Minnesota Public School and assigned by the District to teach elsewhere is an exchange teacher.

Subd. 2. Teacher Assignment: Teachers shall be assigned to teach in other districts as exchange teachers. Teachers affected shall be notified prior to proposed changes and consulted about the matter and extent of change.

Subd. 3. Mileage: Exchange teachers shall be paid mileage for the round trip between districts at the current rate.

Subd. 4. Preparation Time: No teacher shall be deprived of his/her normal preparation time during the regular school day as a result of an exchange assignment. Time spent in required travel between districts shall not be considered as preparation time.

Subd. 5. Lunch Period: Exchange teachers will have a travel-free lunch period of a length equal to the lunch period of the District unless mutually agreed otherwise.

Subd. 6. Calendar Variation: In the event that a teacher on an exchange assignment is required to work additional days over his/her normal teaching assignment under the school calendar of another district, the teacher shall be paid a full per diem of the teacher's base salary for each day he/she is required to work.

Article XV

Peer Review

Peer review for teacher, M.S. 122A.40, Subd. 6 and 8.

A School Board and exclusive representative must develop a peer review process for probationary and continuing contract tenured teachers through joint agreement. (Statute does not define "peer review"). Implementation date of September 10, 2000.

Article XVI

Duration

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on **July 1, 2021** through **June 30, 2023** and thereafter until modifications are made pursuant to the P.E.L.R.A. 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 teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

Article XVII

403 (b) Matching Contribution Plan Effective with the 22-23 Contract (July 1, 2022)

Section 1: Policy 411/403(b): The retirement incentive provision, as covered in Policy 411, shall apply only to teachers who meet the requirements and who were hired prior to July 1, 2002. Teachers hired on or after July 1, 2002 shall be eligible to participate in a 403(b) matching contribution plan pursuant to Minnesota Statute 356.24. Teachers who are regularly employed at least 30 hours per week shall be eligible to participate in the 403b matching contribution plan. Teachers in a part-time capacity will receive a prorated payment based on the teacher's full-time equivalent (FTE) average during part-time service.

Section 2: Eligibility: Teachers hired prior to July 1, 2002 who meet all requirements of the current Policy 411, may opt for this plan or participate in the District match 403(b) plan. If eligible for Policy 411, a teacher will be reimbursed at the rate listed in the policy with all provisions of the policy as part of their retirement plan. This decision must be made by June 30th 2023 and will not be changed.

Subdivision 1: Policy 411 Sunset: The insurance contribution portion of Policy 411 Section F, will no longer apply to those teachers who retire after June 30, 2027.

Section 3: Amount: The school District will match a teacher's contribution to a 403(b) plan starting in the 2022 – 2023 school year according to the following schedule.

Years 1- 5:	up to \$475.00/year
Years 6-10	up to \$675.00/year
Years 11-15	up to \$925.00/year
Years 16-20	up to \$1, 250.00/year
21+ Years	up to \$ 1,750.00/year

(Note: Teacher and School District contributions to be made on a bi-monthly basis).

Subdivision 1: The School District will only make contributions to investment vendors that are on the approved investment list on file with the District.

Subdivision 2: In order to participate, a teacher must complete a salary reduction authorization agreement with payroll prior to August 1st of each school year, or within 30 days of hire. Changes in the amount of the contribution may be made only once per year with payroll, on or before August 1st for implementation at the start of the school year. In the event of an unsettled contract, the eligible teacher may adjust the reduction amount in the 403(b) matching contribution plan within 30 days of the contract settlement

Subdivision 3: All 403(b) matching contributions will be paid retroactively upon settlement of a negotiated contract

Section 4: Maximum Payments: The maximum career matching contribution for the 403(b) plan retirement option by the School District shall be \$13,500 per employee.

Section 5: Unpaid Leaves: Teachers on unpaid leaves may not participate in the matching program while on leave.

Section 6: Management Responsibility:. Management of both the portfolios of individual investments and the School District contributions shall be solely the responsibility of the teacher in whose name the investments have been made. The School District assumes no current or future liability for contributions made to these plans or investment earnings (losses) which may accrue to these portfolios as a result of investment decisions made by the teacher.

Article XVIII

Longevity Allowance

Section 1: Longevity Allowance - To recognize those employees who have serviced the district for many years, a one time longevity allowance will be paid for **Continuous** years of employment. The allowance will be added to your pay at the end of the school year for the year listed below. (Example at the end of 10 continuous years of service the allowance will be \$500.)

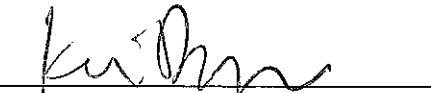
At the completion of year 1 of the 21-22 contract, the District will pay the longevity allowance to the staff that have already surpassed a benchmark below closest to the year of service they just completed. This will only be done in year one of the 21-22 contract.


Years of <u>Continuous</u> Employment	Longevity Allowance
10	\$500
15	\$700
20	\$1,000
25	\$1,500
30	\$2,000
35	\$2,500

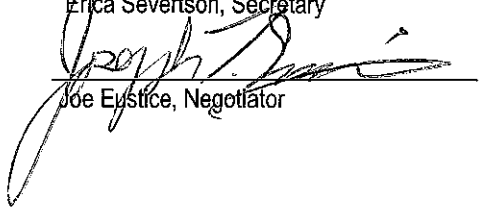
IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

Dated this 5th day of May 2022

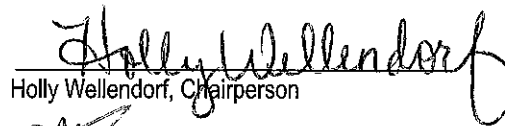
For Ortonville Education Association



Karl Dorry, President



Erica Severtson, Secretary


Joe Elystice, Negotiator

For Independent School Dist. #2903


Holly Wellendorf, Chairperson


Andrew Treinen, Clerk


Ashton Conroy, Negotiator

MEMORANDUM OF UNDERSTANDING

The School District and the Association agree that the District's policy providing retirement benefits that was in effect on June 30, 2021 and amended in March ____ will remain in effect until June 30, 2023.

This Memorandum of Understanding will be attached to the 2021-2022 and 2022-2023 contract, and will expire on June 30, 2023.

Board Chairperson

Association President

Holly Wellendorf

Kari Dorry

Date

Date

INDEPENDENT SCHOOL DISTRICT #2903 - Ortonville, MN

MATERNITY ABSENCE NOTICE

I, _____, hereby provide notice to the School District pursuant to Article _____, Section _____, Subd. _____ of the Master Agreement of my pregnant condition.

Pursuant to Article _____, Section, _____, Subd. _____, I hereby:

Request maternity leave for the period commencing

_____ (date) ____ (yr.) through _____ (date) ____ (yr.) _____

OR

I intend to claim sick leave for the period of actual disability pursuant to

Article _____, Section _____, Subd. _____.

The estimated date of delivery is _____ (date) _____ (yr.)

INFORMATION:

1. A request for maternity leave is subject to all of the provisions of Article IX, Section 4, including the obligation of the teacher to provide a physician's statement indicating the estimated date of delivery of the child.
2. If the request is for utilization of available sick leave, and the request is for more than ten (10) working days, medical verification must be submitted on the standard physician's verification of disability form.

Date

Signature of Teacher

ORTONVILLE PUBLIC SCHOOLS

**STAFF/CURRICULUM DEVELOPMENT
Prior Approval Form**

Article VII, Section 3. The School District will pay the individual teacher's daily rate of pay per day to teachers doing staff/curriculum development.

The District may require a written report of activities pursued prior to payment.

Name: _____

Grade Level of Department _____

Proposed Activity: _____

Starting Date: _____

Ending Date: _____

Total Days Worked: _____ x daily rate of pay = _____

Date Paid: _____ Code: _____

By: _____

Prior Approval Date: _____ Completion Date: _____

Principal: _____ Principal: _____

Superintendent: _____ Superintendent: _____

Please use the reverse side for a summary report. Attach additional pages as necessary.

2021-2022 SALARY SCHEDULE									
2.50%	Negotiated Salary Increase (Enter value in Yellow Area)								
			1400	1400	1400	1400	1800	1800	
	Step	BA+0	BA+10	BA+20	BA+30	MA+0	MA+10	MA+20	
	1	43,236	44,636	46,036	47,436	48,836	50,636	52,436	
700	2	43,936	45,336	46,736	48,136	49,536	51,336	53,136	
700	3	44,636	46,036	47,436	48,836	50,236	52,036	53,836	
700	4	45,336	46,736	48,136	49,536	50,936	52,736	54,536	
700	5	46,036	47,436	48,836	50,236	51,636	53,436	55,236	
Lane Change from BA+30 to MA to be approved only if the movement will result in a Masters Degree.									
Instructors with BA+40 prior to March 20, 2002 will be assigned the MA lane and are considered Grandfathered.									
2022-2023 Salary Schedule									
2.50%	Negotiated Salary Increase (Enter value in Yellow Area)								
			1400	1400	1400	1400	1800	1800	
	Step	BA+0	BA+10	BA+20	BA+30	MA+0	MA+10	MA+20	
	1	44,316	45,716	47,116	48,516	49,916	51,716	53,516	
700	2	45,016	46,416	47,816	49,216	50,616	52,416	54,216	
700	3	45,716	47,116	48,516	49,916	51,316	53,116	54,916	
700	4	46,416	47,816	49,216	50,616	52,016	53,816	55,616	
700	5	47,116	48,516	49,916	51,316	52,716	54,516	56,316	
Lane Change from BA+30 to MA to be approved only if the movement will result in a Masters Degree.									
Instructors with BA+40 prior to March 20, 2002 will be assigned the MA lane and are considered Grandfathered.									

Extra Curricular Schedule 2022-2023						
		Lane/Step	BA/3	BA/5	BA/7	BA/9
	21-22 Schedule		43,921	43,980	46,102	48,224
	22-23 Schedule		44,360	44,420	46,563	48,706
	% Increase					1.01
Activity	Position	% of Step	Step 1	Step 2	Step 3	Step 4
Baseball	Head	0.087	3,821	3,946	4,123	4,301
Baseball	Assistant	0.054	2,372	2,449	2,559	2,670
Baseball	Junior High	0.033	1,450	1,496	1,564	1,631
Basketball	Head	0.110	4,832	4,989	5,214	5,438
Basketball	"B"	0.068	2,987	3,084	3,222	3,361
Basketball	9th	0.050	2,196	2,268	2,370	2,472
Basketball	Junior High	0.033	1,450	1,496	1,564	1,631
Cross Country	Head	0.087	3,821	3,946	4,123	4,301
Cross Country	Assistant	0.054	2,372	2,449	2,559	2,670
Football	Head	0.110	4,832	4,989	5,214	5,438
Football	Co-Head	0.091	3,997	4,127	4,313	4,499
Football	Assistant	0.068	2,987	3,084	3,222	3,361
Football	"B"	0.057	2,503	2,585	2,701	2,818
Football	9th	0.050	2,196	2,268	2,370	2,472
Football	Junior High	0.033	1,450	1,496	1,564	1,631
Golf	Head	0.081	3,558	3,673	3,839	4,004
Golf	Assistant	0.040	1,757	1,814	1,895	1,977
Golf	Junior High	0.033	1,450	1,496	1,564	1,631
Softball	Head	0.087	3,821	3,946	4,123	4,301
Softball	Assistant	0.054	2,372	2,449	2,559	2,670
Softball	Junior High	0.033	1,450	1,496	1,564	1,631
Track	Head	0.087	3,821	3,946	4,123	4,301
Track	Assistant	0.054	2,372	2,449	2,559	2,670
Track	Junior High	0.033	1,450	1,496	1,564	1,631

Volleyball	Head	0.087	3,821	3,946	4,123	4,301
Volleyball	Assistant	0.054	2,372	2,449	2,559	2,670
Volleyball	9th	0.039	1,713	1,769	1,848	1,928
Volleyball	Junior High	0.033	1,450	1,496	1,564	1,631
Wrestling	Head	0.110	4,832	4,989	5,214	5,438
Wrestling	Assistant	0.068	2,987	3,084	3,222	3,361
Wrestling	Junior High	0.033	1,450	1,496	1,564	1,631
Awards	Coordinator	0.012	527	545	569	594
Cheerleading	Advisor	0.028	1,230	1,270	1,327	1,384
Knowledge Bowl	Advisor	0.030	1,318	1,361	1,422	1,483
Music - Band	Advisor	0.081	3,558	3,673	3,839	4,004
Music - Vocal	Advisor	0.042	1,845	1,905	1,990	2,076
On-Line/ College/Elem Combination	Stipend/Class	500/Semester /Class	500			
Play - Fall	Director	0.065	2,855	2,948	3,081	3,213
Play - Fall	Asst. Director	0.040	1,757	1,814	1,895	1,977
Play - Spring	Director	0.065	2,855	2,948	3,081	3,213
Play - Spring	Asst. Director	0.040	1,757	1,814	1,895	1,977
Prom	Coordinator	0.040	1,757	1,814	1,895	1,977
School Patrol	Advisor	0.023	1,010	1,044	1,090	1,137
Speech	Advisor	0.030	1,318	1,361	1,422	1,483
Student Council	Advisor	0.080	2,855	2,948	3,081	3,213
Robotics	Advisor	0.030	1,318	1,361	1,422	1,483
Robotics	Assistant	0.0225	988	1,020	1,066	1,112
Vocational Org.	Advisor	0.041	1,800	1,860	1,943	2,027