

MASTER AGREEMENT

between the

Board of Education

and the

Owatonna Education Association,

Education Minnesota,

and

NEA-AFT

2019-2020 and 2020-2021



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**AGREEMENT BETWEEN THE SCHOOL BOARD AND
THE OWATONNA EDUCATION ASSOCIATION,
EDUCATION MINNESOTA, NEA-AFT**

**ARTICLE I
PURPOSE**

Section 1 - Parties. This Master Agreement concerning terms and conditions of employment is entered into this 1st day of July, 2019 by and between the Owatonna Education Association, hereinafter called the "OEA", as the exclusive representative of all teachers in the Owatonna School District and Independent School District 761, Owatonna, Minnesota, acting by and through its duly elected School Board, hereinafter called the "Board", according to the provisions of the Public Employees Labor Act of 1973, hereinafter referred to as P.E.L.R.A.

Section 2 - Terms and Conditions of Employment. The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the District's personnel policies affecting the working conditions of the teachers. In the case of teachers, the term does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

**ARTICLE II
RECOGNITION**

Section 1 - Representation. The OEA shall represent all teachers in the appropriate bargaining unit as determined pursuant to P.E.L.R.A. For purposes of this section, the term "teacher" shall mean any person employed by Independent School District No. 761 in a position for which licensure is required by the Board of Teaching or the Department of Education, except superintendent, business manager, principals, assistant principals, athletic director, director of special services, or others who devote more than 50% of their time to administrative or supervisory duties, and daily substitute teacher who does not replace the same teacher for more than thirty (30) working days.

**ARTICLE III
NEGOTIATION**

Section 1 - Initiation. Between the month of March, 2021, and the following July, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the succeeding two (2) year period, provided that if the Association is not then the exclusive bargaining agent of the teachers of this District, then negotiations shall thereupon be undertaken between the Board and the then duly authorized, exclusive bargaining agent.

Section 2 – Representatives. Neither party in any negotiations shall have any control over the selection of any negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Section 3 – Final Contract Copies. There shall be four signed copies of the final contract for the purpose of record--one retained by the Board, one by the Superintendent, one by the Bureau of Mediation Services, and one by the OEA.

ARTICLE IV
MANAGEMENT RIGHTS

The OEA recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the School District to the full extent by law.

Section 1 - Inherent Managerial Rights. 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.

ARTICLE V
ASSOCIATION SECURITY

Section 1 - Dues Checkoff. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including Education Minnesota, and the NEA-AFT. Pursuant to such authorization, the Board shall deduct one eighteenth (1/18th) of such dues from the regular check of the teacher for eighteen (18) payments, beginning in September of each year. 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 – Remittance. With respect to all sums deducted by the Board, the Board shall within 10 days remit to the Association the total amount deducted.

Section 3 - Use of Facilities. The OEA shall have the right to hold Association meetings in School District facilities outside of the regular teacher work day and according to District policies governing the facility usage.

Section 4 - Association Leave. The OEA shall be allowed twenty (20) days Association leave during the life of this contract to conduct the official business of the Association. These days shall be non-cumulative. The Administration shall be given advance notice of the use of such leave to permit orderly scheduling.

Section 5 - OEA Representation. The OEA shall be entitled to representation on policy making committees affecting terms and conditions of employment.

ARTICLE VI
TEACHER RIGHTS

Section 1 - Rights. Teachers shall have all rights guaranteed by P.E.L.R.A. and all other applicable statutes.

Section 2 - Personnel File. A teacher's personnel file shall contain only materials that are related to his/her employment. Investigations which do not result in confirmation of allegations shall not be entered into a teacher's personnel file. Teachers shall have the right, upon request, to review the contents of their personnel file and to receive a copy of any documents contained therein. Teachers may request to have documents which are false or substantially inaccurate expunged from their personnel files pursuant to Minn. Stat. §122A.40, Subd. 19. Each teacher shall be furnished a copy of all evaluative and disciplinary entries into the permanent personnel file. All entries shall be dated.

Section 3 - File Entries. The teacher shall have the right to place a response to any material contained, and said response shall become a part of said file.

Section 4 - Part-time Status.

Subd. 1. The following benefits of this Agreement shall be granted, on a pro rata basis, to all members of this Bargaining Unit who are less than full-time: Article VIII Basic Schedules and Rates of Pay, Article IX Extra Compensation, Article XI Group Insurance, Article XII Leave of Absence, Article XVII Early Retirement, Article XVIII 403B Annuity Plan.

Subd. 2. When a part-time teacher becomes full-time, he/she shall be placed on the full-time seniority list and removed from the part-time seniority list effective on the date the teacher becomes full-time. When a full-time teacher voluntarily becomes part-time, he/she shall be placed on the part-time seniority list and removed from the full-time seniority list effective on the date the teacher becomes part-time.

Section 5 - Progressive Teacher Discipline.

Subd. 1 - Inclusion. Disciplinary action may include oral reprimand, written reprimand, suspension, or discharge.

Subd. 2 - Just Cause. No teacher shall be disciplined without just cause. Any disciplinary action may be grieved and submitted to binding arbitration through the grievance procedures set forth in this Agreement.

Section 6 - Suspension. No teacher shall be given an unpaid disciplinary suspension without just cause. The Association, with the consent of the affected teacher, shall have the right to file a grievance at Level 2 of the grievance procedure pursuant to Article VII, Section 5, Subd. 3. Any suspension pending investigation of allegations of misconduct under Minn. Stat. §122A.40, Subd. 13, shall be with pay.

ARTICLE VI
TEACHER RIGHTS (Continued)

Section 7 - Evaluations.

Subd. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, or audio systems and similar surveillance devices for monitoring or observing the work performance of a teacher shall be strictly prohibited.

Subd. 2. No written evaluation material shall be placed in a teacher's personnel file unless the teacher is provided with a copy of the material prior to or upon its placement in the file. As provided by Minn. Stat. §122A.40, Subd. 19, a teacher shall be entitled to submit a written response to any material placed in the teacher's personnel file or to seek expungement of any such material through the grievance procedure.

Subd. 3. If a teacher is to be disciplined or reprimanded, he/she shall be afforded the opportunity to have a representative of the Association present in any meeting with the board or its representative.

Subd. 4. Evaluations shall be for the improvement of instruction and performance.

Section 8 - Peer Review.

Subd. 1. Teachers new to the school district with a three (3) year probationary period in Independent School District No. 761 will participate in a three (3) year mentor program.

Subd. 2. Teachers new to the school district with a one (1) year probationary period in Independent School District No. 761 will participate in a one (1) year mentor program.

Subd. 3. Additional staff development opportunities may be offered beyond the scope of the school day. Mentees will be compensated if the staff development is mandatory and outside the normal day as per Schedule C of the Master Agreement.

Subd. 4. Teachers with continuing contract status in Independent School District No. 761 who receive a performance review from their administrator indicating the need for performance improvement may elect to participate in the mentor program or be referred to program by the administrator as part of an improvement plan.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1 - Grievance Definition. A claim by teachers or the Association that there has been a violation, misinterpretation or misapplication of any provision of this contract shall be called a "grievance" and may be processed as a grievance as hereinafter provided.

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

ARTICLE VII
GRIEVANCE PROCEDURE (Continued)

Section 3 - Definitions and Interpretations.

Subd. 1 - Extension. The limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

Subd. 2 - Days. Reference to days regarding time periods in this procedure shall refer to teacher duty days. A teacher duty day is defined as all week days not designated as holidays by state law or professional days.

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

Subd. 4 - Filing and Postmark. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 4 - Time Limitation and Waiver. After informal discussion, grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days (20) after the date the event giving rise to the grievance occurred or twenty days (20) after the employee(s), through the use of reasonable diligence, should have had the knowledge of the occurrence that gave rise to the grievance. Failure to file within these time limits or failure to transmit a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall mutually agree to use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Notwithstanding the expiration of this contract, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

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

Subd. 1 - Informal Discussion. In the event that a teacher(s) or the Association believe there is basis for a grievance, they shall first discuss the alleged grievance with their building principal either personally or accompanied by the Association representative. If, after the informal discussion with the building principal, a grievance still exists, they may invoke the formal grievance procedure through the Association on a form signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the building principal. If the grievance involves more than one building, it may be filed with the superintendent or his/her designee.

ARTICLE VII
GRIEVANCE PROCEDURE (Continued)

Subd. 2 - Formal: Level I. Within five days (5) of receipt of the grievance, the principal shall meet with the grievant and/or his/her representative in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five days (5) of such meeting and shall furnish a copy thereof to the Association.

Subd. 3 - Formal: Level II. If the Association is not satisfied with the disposition of the grievance on Level I, or if no disposition has been made within five days (5) of such meeting (or ten days (10) from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Such transmittal shall be within five days (5) following completion of Level I. Within seven days (7) of receipt of the transmittal, the superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five days (5) of such meeting and shall furnish a copy thereof to the Association.

Subd. 4 - Formal: Level III. If the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within five days (5) of such meeting (or twelve days (12) from the date of filing), the grievance shall be transmitted to the Board by filing a written copy thereof with the clerk or other designee of the Board. The Board, at its next regular meeting, or two (2) weeks, whichever shall be later, shall meet with the Association on the grievance. At the option of the School Board, a committee or representative(s) of the Board (excluding the superintendent and/or other administrators) may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. Disposition of the grievance in writing by the Board shall be made no later than seven days (7) thereafter. A copy of such disposition shall be furnished to the Association.

Subd. 5 - Grievance Mediation. A teacher and the School District may, if mutually agreed, have the option of requesting Grievance Mediation by the Bureau of Mediation Services prior to submitting the grievance to binding arbitration. Timelines shall automatically be waived upon request by either party. If agreement or resolution is not reached in this mediation, the grievance may be resumed as described in Section 6 of this Article. No offers, counter offers or any documentation relating to the grievance mediation shall be used by either party to the dispute in the arbitration procedure if the grievance proceeds to that level. If resolution is reached in mediation, the agreement shall be put in writing and the grievance withdrawn without prejudice by the moving party.

Section 6 - Arbitration Procedures. If the Association is not satisfied with the disposition of the grievance by the Board or mediation, the grievance may be submitted to arbitration before an impartial arbitrator within ten (10) days after the Level III hearing if the Board fails to act after the Level III hearing or ten (10) days after the completion of mediation, whichever is later.

Subd. 1 - Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten days (10) 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.

ARTICLE VII
GRIEVANCE PROCEDURE (Continued)

Subd. 3 - Selection of Arbitrator. Upon the proper submission of a grievance under the terms of the procedure, the parties shall, within five days (5) after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached either party may request the BMS to submit a list of seven (7) arbitrators provided such request is made within twenty days (20) after the receipt of said request. From such list of seven arbitrators the parties shall alternately strike names until only one name remains who shall be the neutral arbitrator.

Subd. 4 - Submission of Grievance Information. Upon appointment of the arbitrator, the appealing party shall within five days (5) after notice of appointment forward to the arbitrator the submission of the grievance which shall be "a concise statement of the nature of the grievance, the provision of the contract applicable to the grievance, and the relief requested". The responding party at its option may also submit a concise statement of the nature of the grievance to the arbitrator.

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

Subd. 6 - Decision. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. of 1971, and amendments.

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. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. A transcript or recording shall be made of the hearing at the request of either party and the cost of the transcript shall be shared equally by the parties.

Subd. 8 - Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. Questions arising over arbitration of an alleged grievance shall be resubmitted to the arbitrator. 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.

Section 7 - Personnel Files. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 8 - Withdrawal of Grievance. Grievances may be withdrawn at any level without prejudice.

ARTICLE VIII
BASIC SCHEDULES AND RATES OF PAY

Section 1 – 2019-2020 and 2020-2021 Salary Schedules. The wages and salaries reflected in Schedule A, attached hereto, shall be part of the Agreement for the 2019-2020 school year and in Schedule B for the 2020-2021 school year. The schedule shall be based on 193 days. This includes 179 student days inclusive of parent/teacher contact time, the equivalent of four and one half (4 ½) faculty workdays, the equivalent of three and one-half (3 ½) staff development days, and six (6) holidays. Teachers new to the District may be assigned up to an additional four (4) faculty workdays.

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

Subd. 1. BA+15, BA+30, BA+45, and MA/BA+60 lane credits must be earned after the granting of the degree which qualifies the teacher for a Minnesota teaching license, except if the Minnesota Board of Teaching requires a Master's degree for initial licensure, a teacher who has a Master's degree in his or her assigned licensure area shall be placed on the MA/BA+60 lane. MA+20, MA+40, and MA+60 lane credits must be earned after the granting of an MA, MS, or equivalent degree. Credits must be in the teaching field or related fields as determined by the School Board and shall be for graduate credits. The District reserves the sole discretion to approve lane changes, as provided for herein, for undergraduate credit hours, for bargaining unit members upon preapproval by the Superintendent of Schools or his/her designee.

Subd. 2. Eligibility for credits beyond the BA+45 lane shall be limited to credits earned as a part of a degree program. Any one at or reaching the BA+60 before the end of September, 1990 will remain on the MA lane.

Subd. 3 - Additional Credits. All credits to be applied on the salary schedule must be earned in the teaching field or in the teacher's related field. Credits to be earned outside of the teacher's field must be approved by the superintendent before application to the salary schedule. Credit for independent study, pass/fail courses that are part of a degree granting program and only offered as a pass/fail option, and technical college shall be granted with prior approval of the superintendent.

Subd. 4 - Effective Date. Individual contracts will be modified to reflect qualified lane changes once every year effective at the beginning of the school year providing a transcript of qualified credits or proof thereof is submitted to the superintendent's office no later than October 1 of each year. Credits submitted by transcript after October 1 even though otherwise qualifying shall not be considered until the following school year.

Subd. 5 - Payment of Present Salary. The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid for the 1987-88 school year.

Subd. 6 - Prior Experience. Credit for teaching experience outside the Owatonna Public Schools will normally be granted up to seven (7) years. Additional years of experience may be granted on the recommendation of the superintendent and at the discretion of the School Board. Years of military service will be counted as teaching experience, providing the teacher entered the service while teaching in the Owatonna Public Schools, and will be credited as such on the salary schedule.

ARTICLE VIII
BASIC SCHEDULES AND RATES OF PAY (Continued)

Subd. 7 - Qualifications. The qualifications of teachers employed for the first time shall be those fixed by the Minnesota Department of Education. Special training in subjects or grades taught, including professional teaching, is required in all cases. A contract with a person who does not hold a Minnesota license is not valid.

Subd. 8 - Release. The teacher's right of resignation for the school year then beginning shall cease on July 15.

Subd. 9 – Service Definition. 120 days of service shall be defined as a full year for purposes of salary advancement.

Subd. 10 – Increment Calculation. The career increments shall be computed on the basis of total active (paid) accumulated years with the District as defined in Article VIII, Section 2, Subd. 9.

Section 3 - Status of Salary Schedule. The salary schedules are not to be construed as a part of a teacher's continuing contract.

Section 4 - Educational Leadership. The District and the Association recognize the important roles leadership and professional expertise play in the overall quality of the school and its ability to meet the needs of the students, and community it serves.

Subd. 1. - Mentor Teacher. A mentor teacher shall be assigned to teachers new to the District for a minimum of one year; such assignment made by the building principal and consistent with the job responsibilities written for mentor teachers. The specific length of the mentorship may vary and will not terminate without the mutual consent of the mentor, mentee and building principal. A mentor teacher shall be compensated at an annual rate of \$586 for the 2019-20 school year and \$601 for the 2020-21 school years, said compensation to be pro-rated over the year and distributed through the payroll option selected by the teacher. This compensation shall not be added to base pay for purposes of computing base salary for subsequent years. Only teachers who have completed a District sponsored teacher coaching/mentoring training program will be eligible for consideration as a mentor.

Subd. 2. - Instructional Coach. An instructional coach shall be a teacher with the expressed responsibility of coordinating all district and/or site activities related to designing and conducting staff development training designed to improve teacher and school performance. The assignment of the instructional coach shall be made by the superintendent of schools or designee. An instructional coach shall be compensated at a rate of \$2,133 for the 2019-20 school year and \$2,186 for the 2020-21 school year; said compensation to be pro-rated over the year and distributed through the payroll option selected by the teacher. This compensation shall not be added to base pay for purposes of computing base salary for subsequent years. Only teachers who have completed a District sponsored teacher coaching/mentoring training program and have served in the District for at least five (5) years will be eligible for consideration as an instructional coach.

ARTICLE VIII
BASIC SCHEDULES AND RATES OF PAY (Continued)

Subd. 3. - Teacher/Leader. The District and the Association recognize the importance of providing leadership at all levels of the school organization. To that end, they are committed to working together in a collaborative working environment that promotes high student achievement and a positive work environment. A teacher who serves on the Building Leadership Team, Activities Leadership Team, Special Education Leadership Team, or District Curriculum Advisory shall receive compensation at a rate of \$853 for the 2019-20 school year and \$874 for the 2020-21 school year, except teachers who serve on Elementary Building Leadership Teams shall receive compensation at the rate of \$1,066 for the 2019-20 school year and \$1,093 for the 2020-21 school year. A teacher who serves on the Continuing Education Committee shall receive compensation at a rate of \$426 for the 2019-20 school year and \$437 for the 2020-21 school year. Said compensation to be pro-rated over the year and distributed through the payroll option selected by the teacher. This compensation shall not be added to base pay for purposes of computing base salary for subsequent years. All leadership teams shall be composed of up to eight (8) teachers and building leaders as appropriate with the exception of the District-wide Quality Improvement team which shall be composed of up to twelve (12) teachers.

Subd. 4. – Employee Relations Council. The OEA will select up to four (4) representatives for the Employee Relations Council. OEA representatives to the Employee Relations Council shall receive compensation as determined by the School District. This compensation shall not be added to the base pay for purposes of calculating base salary in subsequent years.

Subd. 5. – Special Licensure. District Social Workers qualified as Licensed Clinical Social Workers (LICSW) and performing clinical supervision duties that qualify the district to receive revenue through the medical assistance program shall be reimbursed for the cost of their licensure. District Speech and Language Pathologists who possess a Certificate of Clinical Competence through the American Speech/Language Hearing Association (ASHA) and are eligible to bill for Medical Assistance shall be reimbursed up to \$213 for the 2019-20 school year and \$218 for the 2020-21 school year for the cost of their annual dues.

ARTICLE IX
EXTRA COMPENSATION

Section 1 - Extra Pay Schedule. The wages and salaries reflected on Schedule C for the school years indicated thereon, attached hereto, shall be part of this agreement. Increases shall be effective with the commencement of the academic school year for all rates except for coaching assignments which commence prior to the academic year and carry over into the academic year. Increases for such rates shall be effective with the first day of the assignment.

Subd. 1. – Addition of Activities. The parties agree that the District and OEA Executive Board has the ability to create, amend or delete extra-curricular titles and corresponding activities annually. The District and OEA Executive Board shall set the annual stipend for the duration of the Collective Bargaining Agreement, subject to negotiation at the expiration of the Agreement.

ARTICLE X
ITINERANT STAFF

Section 1 - Inter-School Travel. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

ARTICLE XI
GROUP INSURANCE

Section 1 - Health and Hospitalization Insurance.

Subd. 1 - Single Coverage. The school board shall contribute a sum equal to the full cost of the CMM 1000 plan during the 2019-20 and 2020-21 school years toward the premium for single coverage for a full-time teacher employed by the School District who qualifies for and is enrolled in the School District Group Health and Hospitalization Plan "Comprehensive Major Medical", "Comprehensive Major Medical (High Deductible)", or "VEBA" Option and who qualifies for single coverage.

Subd. 2 - Dependent Coverage. The school board shall contribute up to the sum of \$20,052 during the 2019-20 school year and will pay 50% of any increase during the 2020-21 school year toward the premium for dependent coverage for a full-time teacher employed by the School District who qualifies for and is enrolled in the School District Group Health and Hospitalization Plan "Comprehensive Major Medical", "Comprehensive Major Medical (High Deductible)", or "VEBA" Option and who qualifies for dependent coverage.

Subd. 3 - Insurance Care Differential. For teachers participating in the District's health care insurance plan, and whose cost for such participation is less than the district's contribution, said difference shall be placed into a VEBA account on behalf of the teacher to be used at his/her personal discretion for health related costs.

Subd. 4 - Married Couple Insurance. Teachers who are married with dependents, both employed by the District, and who are eligible for health insurance benefits under this Article, shall be eligible to apply the individual coverage referred to in Article XI, Section 1, Subd. 1 of the non-covered spouse to the dependent coverage of the covered spouse. The District's obligation for health insurance premium contributions to teachers who are married with dependents shall not exceed the cost of a fully paid dependent health insurance coverage premium. OEA shall submit a roster of couples who are eligible for this married couple health insurance benefit to the Superintendent's Office on or before August 15 of each school year. When a married couple becomes eligible for this benefit, based upon the hire of one of the married teachers after August 15, OEA will add the couple to the roster and submit an amended roster to the Superintendent's office. Couples added to the roster after August 15 of the school year, based upon a mid-year hire, will be eligible for this benefit commencing on the first day of the month after the District's receipt of the amended roster.

Section 2 - Tax Shelter. The District shall make available to teachers a tax shelter as provided by law for teacher health insurance contributions as soon as possible as provided by the Select Plan of the current insurance carrier.

ARTICLE XI
GROUP INSURANCE (Continued)

Section 3 - Income Protection. The Board of Education will pay \$.50 per \$100.00 of salary per year toward the cost of an income protection plan. This program will pay 2/3 of the teacher's salary with a maximum benefit as outlined in the plan document up to age 70 and a 90-day waiting period.

Section 4 - Life Insurance. The Board of Education will pay 100% of the cost of group term life insurance with a face value of \$70,000 for each employee of the District eligible under the terms of the Board's group term contract.

Section 5 - Dental Insurance. A dental insurance plan shall cover eligible employees and their families as defined in this Article. The full premium shall be paid by the District for single and family coverage for each eligible teacher employed by the District.

ARTICLE XII
LEAVES OF ABSENCE

Section 1 - Disability Leave.

Subd. 1. Disability leave shall be with pay to the maximum accumulation.

Subd. 2. In the first year of employment the District shall credit to each teacher thirty (30) days of disability leave to be used to cover absences caused by personal illness or disability including illness or disability caused or contributed to by the employee's pregnancy and childbirth. At the beginning of the fourth year and each successive year the District shall credit to each teacher ten (10) days of disability leave. A teacher, whose employment terminates at the end of the first year of employment and uses more disability leave than ten (10) days at the time of separation, shall have disability leave used in excess of ten (10) days deducted from his/her first monthly paycheck issued in June. A teacher, whose employment terminates at the end of the second consecutive year of employment and uses more disability leave than twenty (20) days at the time of separation, shall have disability leave used in excess of twenty (20) days deducted from his/her first monthly paycheck issues in June. Payroll deductions shall be calculated based on the teacher's daily rate of pay by dividing the teacher's annual salary by the number of duty days.

Subd. 3. Unused disability leave may accumulate to a maximum credit of 190 days of disability leave.

Subd. 4. A teacher may use disability leave to cover absences necessitated by the illness or disability of any minor or infirm adult living in the household of the teacher, if another adult member of that household is not available to provide the care.

Subd. 5. Disability leave with pay shall be allowed by the school board whenever a teacher's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 6. 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 disability pay.

ARTICLE XII
LEAVES OF ABSENCE (Continued)

Subd. 7. Disability leave allowed shall be deducted from the accrued disability leave days earned by the teacher.

Subd. 8. Disability leave pay shall be approved only upon submission of a signed request upon the authorized disability leave pay request form available at the office of building principal.

Subd. 9. All summer school teachers shall be credited with one (1) day of disability leave for each block of sixty (60) hours of instruction. Such disability leave is not cumulative and shall be subject to the foregoing conditions applicable to disability leave generally. All paid leave provisions of the Master Agreement shall be available for summer school.

Subd. 10. A teacher who is unable to teach because of personal illness or disability and who has exhausted all accumulated disability leave shall be granted a leave of absence without pay for the illness or disability up to two (2) years and such leave may be extended by mutual consent with the superintendent upon the written request of the teacher.

Subd. 11. Every two (2) years, a teacher may trade in twenty (20) disability leave days for the use of one (1) personal leave day. A minimum of eighty (80) accumulated disability leave days are required in order to participate.

Section 2 - Maternity Disability Leave. At the earliest possible date prior to the commencement of a maternity disability leave, the teacher shall meet with the superintendent or designee to determine the conditions of the requested leave consistent with the terms of this contract and the Family Medical Leave Act. A teacher may be granted an unpaid leave of absence prior to the onset of a disability leave to coincide with a natural break in the school year without disqualification for disability benefits.

Subd. 1. A teacher may use accumulated disability leave under Article XII, Section 1, when disabled due to pregnancy, miscarriage, abortion, childbirth, or recovery there from and shall be afforded benefits the same as any other illness or disability. The period of disability for delivery of a baby will be six (6) weeks after a birth by normal delivery or eight (8) weeks after birth by cesarean section, unless otherwise certified in writing by the employee's physician.

Subd. 2. After the completion of a maternity disability leave, the employee may be granted an unpaid childcare leave pursuant to Article XII, Section 3.

Subd. 3. A teacher on a maternity disability leave shall have the right of return to previous assignment at the conclusion of her disability.

Subd. 4. Should a maternity disability leave extend from one school year into the succeeding school year, the teacher shall have the right to an infant care leave with the right of return to previous assignment.

Subd. 5. Any teacher on a maternity leave prior to the date of ratification of the contract shall be subject to the terms and conditions of the contract in force at the time the leave was granted unless waived by mutual agreement between the District and the teacher.

ARTICLE XII
LEAVES OF ABSENCE (Continued)

Subd. 6. The rights and conditions of return may be altered or disrupted by the District transfer and unrequested leave action under provisions of this contract.

Section 3 – Sick/Disability Leave Bank. A voluntary sick/disability leave bank shall be established and may only be used by teachers who have elected to participate in the bank and who are incapable of performing their duties due to accident or serious illness, and have used all of their accumulated disability leave. Membership in the sick/disability leave bank will be open to all teachers at the beginning of each school year. All teachers who wish to participate in the sick/disability leave bank will initially be assessed one (1) day* of sick/disability leave. (*E-12 educators who work less than 1.0 FTE will be assessed a pro-rated day based upon your FTE.) Those who do not participate are not eligible. All assessed days will accumulate from year to year in a bank where they will be available to participants who have exhausted their disability leave. When all days in the sick leave bank have been exhausted, all participants will be reassessed one (1) day. The sick/disability leave bank will not be used once a teacher qualifies for long term disability.

Subd. 1. Establishing of Sick/Disability Leave Bank. Each current member of the bargaining unit and each newly hired member will have one day deducted from their annual allocation which will be deposited in this bank at the beginning of the 2017-2018 school year. If during any given school year the bank has reached zero (0) days of accumulation, each member of the bargaining unit will have another day deducted from their annual allocation which will be deposited in this bank.

Subd. 2. Governing Committee. A committee will be established to act as the governing body for the administration of the Sick/Disability Leave Bank. Said committee shall consist of two (2) members of the OEA named by the OEA, and an administrator named by the Superintendent.

Subd. 3. Procedures for use of Sick Leave Bank.

- a. Persons on a leave of absence are not eligible for use of the Sick/Disability Leave Bank.
- b. An employee may only draw from the bank for their own illness/accident.
- c. An employee accessing the sick leave bank must submit an application for acceptance to the Sick/Disability Leave Bank to the Sick/Disability Leave Bank Committee which explains their need for use of the Sick/Disability Leave Bank. The request should be accompanied by a physician's certification of illness as proof of need and anticipated duration (if possible) of need from the Sick/Disability Leave Bank. The applications can be obtained from the OEA or from any Sick/Disability Leave Bank Committee member.
- d. The Sick/Disability Leave Bank Committee shall make its decision upon each request within ten (10) business days of the request.
- e. In all cases, unless stated to the contrary, decisions of the Committee shall be made by a simple majority.
- f. In all cases, application to the Sick/Disability Leave Bank should be made prior to exhaustion of sick/ disability leave. Otherwise, benefits from the Sick/Disability Leave Bank shall commence on the date the Sick/Disability Leave Bank Committee grants approval on the application.

ARTICLE XII
LEAVES OF ABSENCE (Continued)

- g. At the start of each school year, each employee is automatically a participating member of the Sick/Disability Leave Bank unless the employee notifies the Department of Human Resources via email that the employee does not wish to participate and donate days to the Sick/Disability Leave Bank.
- h. Decisions made by the Sick/Disability Leave Bank Committee are not grievable by the employee.

Section 4 – Child Care Leave. At the earliest possible date prior to the desired commencement of a child care leave, the teacher shall meet with the superintendent or designee to determine the conditions of the leave consistent with the terms of this contract and the Family Medical Leave Act.

Subd. 1. A leave of absence without pay will be granted for the purpose of infant care inclusive of adopted infants. Disability leave may be used to cover absences necessitated by illness or disability of a child as referenced in Article XII, Section 1, Subd. 4.

Subd. 2. This infant care leave and the right of the teacher to return to employment shall extend no longer than the start of the second year following but not including the first day of continuous absence for disability and infant care leave.

Subd. 3. Return to employment other than at the start of the second school year shall be by mutual agreement between the District and the teacher. The date of the early return shall be based on the ability of the District to provide an available position, the wishes of the teacher, and the determination of a date which will avoid disruption of the continuity of instruction.

Subd. 4. A teacher on infant care leave shall have the right of return to previous assignment so long as the continuous absence including disability does not extend into two (2) school years.

Subd. 5. Other than the right to return to previous assignment as stipulated in Subd. 4 above, a teacher on an infant care leave shall have the right of return to employment subject to the applicable leave provisions of Article XII of this contract.

Subd. 6. The rights and conditions of return may be altered or disrupted by the District transfer and unrequested leave action under provisions of this contract.

Section 5 – Leave of Absence for Professional Development. Leave of absence for the purpose of advanced academic training, study, research, writing or travel may be granted by the School Board upon recommendation of the superintendent of schools.

Subd. 1. The length of leave of absence, except in unusual cases, will be one school year.

Subd. 2. A faculty member receiving a leave of absence is required to return to Independent School District No. 761 for one school year following the leave unless specifically released by the School Board.

Subd. 3. A faculty member returning to the school district to teach following a leave of absence will be granted credit on the salary schedule comparable to a year of teaching experience of the year of leave.

ARTICLE XII
LEAVES OF ABSENCE (Continued)

Section 6 - Sabbatical Leave. The Board of Education, upon recommendation of the superintendent of schools, may grant sabbatical leave to teachers. The purpose of the sabbatical leave is for individual staff member self-improvement and ultimate benefit to the school system.

Subd. 1. In order to be eligible for sabbatical leave, a teacher must have taught for the past five (5) consecutive years in the schools of Independent School District No. 761.

Subd. 2. Application for sabbatical leave is to be submitted to the superintendent of schools by April 1 for the succeeding school year.

Subd. 3. A maximum of 2% of the eligible teachers may be granted sabbatical leave during a school year.

Subd. 4. Course work taken by the teacher on sabbatical leave must receive advance approval of the administration and be graduate credit except where undergraduate work is specifically approved for an individual case.

Subd. 5. The length of a sabbatical leave shall be no more than one school year.

Subd. 6. The salary of the faculty member during the year of sabbatical leave shall be three-fourths of the basic salary (not to include extra assignment or extra weeks of pay) that the faculty member would receive if he/she were a full-time staff member.

Subd. 7. The faculty member will be granted credit equal to teaching experience on the salary schedule for the year of sabbatical.

Subd. 8. A faculty member receiving sabbatical leave is required to return to the schools of Independent School District No. 761 and teach for four school years or repay the financial grant that was allowed, reduced in proportion to the number of years less than four taught in the system.

Subd. 9. Sabbatical leave may be granted to combine with programs of study, research, writing or travel (in that order of priority) which are financed by outside non-commercial agencies such as universities or foundations. The amount of any financial grant provided by any outside non-commercial agency shall not be considered in the granting of sabbatical leave. Any employment during the sabbatical leave period must receive prior Independent School District No. 761 administrative approval. Full-time employment during the year of sabbatical will not be approved.

Subd. 10. In certain situations it might prove advantageous to the School District to waive certain of the above conditions. Upon recommendation of the superintendent and at the discretion of the School Board, exception may be taken to the number of years and the length of sabbatical leave.

Section 7 - Short Term Leaves. A teacher may be granted a leave of absence to attend to personal affairs that cannot otherwise be addressed outside of the school day as prescribed below.

Subd. 1. A teacher shall be allowed full pay in the event of absence to take health examinations; however, the number of days absent will be subtracted from the regular sick leave time.

ARTICLE XII
LEAVES OF ABSENCE (Continued)

Subd. 2. A teacher will be limited to five (5) days with full pay for attending a funeral of the employee's or the employee's spouse's immediate family (father, mother, sister, brother, husband, wife, son, daughter, niece, nephew, grandfather, grandmother, grandson, granddaughter and the employee's or the employee's spouse's in-laws) and one (1) day per year for the funeral of other persons. All other funeral leave shall be deducted from the employee's accumulated disability leave.

Subd. 3. Teachers in their first year of employment with the District will be granted one (1) day, non-accumulative, of personal leave without loss of pay to be used at the teacher's discretion. Teachers in their second through sixteenth year of employment with the District will be granted two (2) days, non-accumulative, of personal leave without loss of pay to be used at the teacher's discretion. Teachers in their seventeenth year of employment or more with the District will be granted three (3) days, non-accumulative, of personal leave without loss of pay to be used at the teacher's discretion. Personal leave requests must be made at least three school days in advance unless it is for an emergency purpose. The number of teachers who may be on personal leave on the same day at any given school shall be as follows: OHS, limit of five (5) teachers; OMS, limit of five (5) teachers; Lincoln, Washington, McKinley and Wilson limit of three (3) teachers. There shall be no limit on the number of teachers who may be on personal leave on end of quarter or student conference days. In lieu of using personal leave teachers will be reimbursed, on or before June 30, the equivalent of the substitute teacher daily rate of pay for each unused day of personal leave.

Subd. 4. All teachers shall be granted one (1) day of emergency and personal business leave each year, non-accumulative. Any additional emergency and personal business leave requests may be approved at the discretion of the Superintendent's designee and shall be deducted from the teacher's accumulated disability leave time. Emergency and personal business leave shall be limited to the following reasons: court appearance of the teacher or an immediate family member, weddings and graduations of immediate family members, emergencies resulting in serious damage to one's personal property, college visit with an immediate family member, birth of a child or grandchild, adoption of a child, property or estate closing, child's preschool or school activities including conferences, section, state, or national tournament competition of an immediate family member. Immediate family members for the purpose of this Section shall include son, daughter, stepson, stepdaughter, spouse, parent and stepparent. Requests for emergency and personal leave that do not specifically fall under the categories listed shall be approved at the discretion of the Superintendent's designee.

Section 8 – Leaves of Absence. The District agrees to give consideration to requests from individual teachers covered by this agreement for leaves of absence without pay; said leave to be for 1 or more days, not to exceed 5 days. To be eligible, the teacher must have exhausted all provisions for leave as provided under Article XII, Section 7, Subd. 3 and submit the request to the superintendent or designee. Denial of any such request is not subject to grievance under the provisions of this contract.

ARTICLE XII
LEAVES OF ABSENCE (Continued)

Section 9 - Extended Leave of Absence. The Board may grant an extended leave of absence without salary to any full time teacher who has been employed by the District for at least five (5) years and has at least ten (10) years of allowable service under the Teacher Retirement Association. The maximum duration of an extended leave of absence pursuant to this section shall be determined by mutual agreement of the Board and the teacher at the time the leave is granted and shall be at least three (3) but no more than five (5) years. An extended leave of absence pursuant to this section shall be taken by mutual consent of the Board and the teacher and may be granted only once.

Subd. 1 - Reinstatement. A teacher on an extended leave of absence pursuant to this section shall have the right to be reinstated to a position for which he/she is licensed at the beginning of any school year which immediately follows the year of the extended leave of absence, unless he/she is discharged or placed on unrequested leave of absence or his/her contract terminated pursuant to Minn. Stat. §122A.40 while he/she was on the extended leave. The Board shall not be obligated to reinstate any teacher who is on an extended leave of absence pursuant to this section unless the teacher advises the Board of his/her intention to return before February 1 in the school year preceding the school year in which he/she wishes to return.

Subd. 2 – Seniority/Contract Rights. Any teacher who is reinstated to a teaching position after an extended leave of absence pursuant to this section shall retain seniority and continuing contract rights as though he/she had been teaching in the District during the period when he/she was on extended leave.

Subd. 3 – Salary Upon Return. The years spent by a teacher on an extended leave of absence pursuant to this section shall not be included in the determination of his/her salary upon his/her return to teaching in the District. The credits earned by a teacher on an extended leave of absence pursuant to this section shall not be included in the determination of his/her salary upon his/her return to teaching in the District for a period equal to the time of the extended leave of absence.

ARTICLE XIII
UNREQUESTED LEAVE OF ABSENCE
SENIORITY POLICY
(LAYOFF AND RECALL)

Section 1 – Layoff and Recall Reasonable Effort Placement. Before a teacher is placed on unrequested leave (layoff), every reasonable effort will be made to place that teacher in a vacancy for which he/she is certified within the school system.

Section 2 - Definitions.

Subd. 1. "Teacher" means a classroom teacher and any other professional employee required to hold a certificate from the State Department excluding superintendent and assistant superintendent, business manager, principals, assistant principals, athletic director, director of special services, or others who devote more than fifty (50%) percent of their time to administrative or supervisory duties as defined in Article II, Section 1.

ARTICLE XIII
UNREQUESTED LEAVE OF ABSENCE
SENIORITY POLICY
(LAYOFF AND RECALL) (Continued)

Subd. 2 "Seniority" means actual teaching with a continuing contract commencing with the first day of actual service as a teacher in the School District and shall exclude probationary teachers and those teachers who are acting incumbents for teachers on authorized military or other similar leave of absence.

Subd. 3 "Full time" means teaching with a 1.0 full-time equivalency continuing contract. There shall be a separate single seniority list for all full-time teachers.

Subd. 4 "Part time" means teaching with a less than a 1.0 full-time equivalency continuing contract. There shall be a separate single seniority list for all part-time teachers.

Subd. 5. All part-time and full-time Title I tutors shall be on a separate seniority list.

Section 3 - Layoff Procedure.

Subd. 1. Teachers with limited permits, provisional certificates and non-tenured teachers shall be terminated first.

Subd. 2. Reduction in certified tenured staff will be made on the basis of seniority as follows: a) Reductions will be made from the Title I tutor list; b) If additional reductions are made, they will be from the part-time teacher seniority list; c) If additional reductions are made, they will be from the full-time teacher seniority list. In order to bump into a teaching position in the Montessori program on the basis of seniority, a teacher must have an elementary license and a certificate to teach Montessori on file with the District on or before February 1 for purposes of unrequested leave placement for that year. Teachers shall be given written notice of proposed placement on unrequested leave pursuant to Minn. Stat. §122A.40, subd.10. If a teacher, being laid off, seeks a position for which he/she has a current certificate but has not taught the subject at least one (1) year during the previous five (5) years, the District may impose reasonable education requirements as a condition to being assigned to the position sought. In the event the service time is equal, the following criteria will be used in the following order: (1) education level, (2) total years of teaching experience, (3) administrative recommendation.

Subd. 3. The School District shall be obligated to recognize licensure received on or before February 1 for purposes of unrequested leave placement for that year. Later received licenses shall not be utilized in determining selection for layoff and likewise shall not be utilized for determining recall rights.

Subd. 4. A full-time teacher being laid off may claim a part-time position or Title I tutor position for which he/she possesses the seniority and qualifications without affecting his/her status on the full-time seniority list.

Subd. 5. Part-time teachers or Title I tutors cannot obtain full-time status on the full-time teacher seniority lists by holding part-time positions on the Title I tutor or part-time teacher seniority lists and combining such positions to equate to a full-time position.

ARTICLE XIII
UNREQUESTED LEAVE OF ABSENCE
SENIORITY POLICY
(LAYOFF AND RECALL) (Continued)

Subd. 6. Part-time teachers shall have no rights to a full-time position or to bump a teacher in a full-time position. Title I tutors shall have no rights to a part-time or full-time teacher position or to bump a teacher on the part-time or full-time teacher seniority lists.

Subd. 7. Realignment of teachers within areas of certification shall not be required in the course of implementing the procedures of this article without the mutual consent of the teachers and the School District.

Subd. 8. 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 that law for such compensation and such leave will not result in a loss of credit for years of service in the District prior to the commencement of such leave.

Section 4 - Recall Procedure.

Subd. 1. Teachers will be recalled for positions as they open on the reverse of the Article XIII, Section 3, Subd. 2 procedure: i.e., the senior teacher certificated for the position available will be recalled first from the full-time list, second, from the part-time list and finally from the Title I tutor list, provided that if that teacher has not had at least one (1) year of teaching experience within the previous five (5) for the position, the district may impose reasonable educational requirements as a condition of being assigned the position. Thus, a full-time teacher has recall rights over a part-time teacher and Title I tutor, a part-time teacher has recall rights over a Title I tutor.

Subd. 2. Notice of recall shall be sent by the school district by certified mail to the last known address appearing in school district records with a copy of such notice to the OEA. The teacher shall have fifteen (15) days from the date of such mailing to accept the re-employment. Failure to accept in writing within fifteen (15) days of mailing shall constitute a waiver on the part of any teacher to any further rights of employment or recall and shall forfeit any future recall or employment rights. This time limit may be waived with the consent of the school district. Failure to accept recall shall not result in forfeiture of re-employment rights if at the time recall is received the teacher is actively engaged in teaching pursuant to contract with another school district.

Subd. 3. Recall rights shall automatically cease five years from the date unrequested leave was commenced and no further rights to recall shall exist unless extended by written mutual consent with each teacher. However, teachers who have accepted part-time employment during unrequested leaves of absence and continue employment after the expiration of full-time recall rights shall have preference for additional employment in their areas of certification when it becomes available.

ARTICLE XIII
UNREQUESTED LEAVE OF ABSENCE
SENIORITY POLICY
(LAYOFF AND RECALL) (Continued)

Subd. 4. When a teacher is placed on unrequested leave, that teacher shall have first option to a lesser position than those already on unrequested leave, if there are any. However, said teacher may elect to reject a lesser position, and by so doing will not jeopardize his/her recall to the original like position. If a teacher accepts a lesser position and the original like position is available at a later date, said teacher shall have first option. At no time shall a teacher placed on unrequested leave jeopardize his/her return to like position by accepting or rejecting any other type of position.

Subd. 5. A full-time teacher who is put on unrequested leave and accepts a part-time position with the district shall retain recall rights to the full-time position as well as newly acquired recall rights to the part-time position. A full-time teacher who voluntarily accepts a part-time position after July 1, 1993, retains recall rights to the part-time position only. The district shall no later than December 15 for each year post such lists in an official place in each school house of the district.

Subd. 6. A temporary vacancy is a position that has been vacated by a teacher on a leave of absence under Article XII of this agreement with a right to return to that position. Where a temporary vacancy is for a full academic quarter or longer, preference in the filling of such vacancy shall be extended to qualified teachers on unrequested leaves in the order of their seniority. Acceptance or rejection of a temporary vacancy shall not prejudice a teacher's other rights under the unrequested leave provisions of this Agreement. The right of a teacher filling a temporary vacancy shall be subordinate to the right of a teacher returning from leave of absence to reclaim his/her former position.

Section 5 - Seniority Lists.

Subd. 1. The Superintendent or his/her designee shall cause seniority lists (by name and date of employment showing fields of certification) to be prepared from its record. The district shall no later than December 15 for each year post such lists in an official place in each school house of the district.

Subd. 2. Any person whose name appears on such lists and who may disagree with the findings of the Superintendent or his/her designee and the order of seniority in said lists shall have thirty (30) teacher duty days from the date of posting to apply for a correction and thirty (30) teacher duty days to submit proof and support thereof to the Superintendent or his/her designee.

Subd. 3. Within ten (10) teacher duty days after the deadline for the submission of all proof, the Superintendent or his/her designee shall evaluate any and all such written communications regarding the order of seniority contained in said lists and may make such final changes as the Superintendent or his/her designee shall cause such seniority lists to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or other cessation of services or new employees. Such yearly revised lists shall govern the application of the unrequested leave of absence policy until thereafter revised.

ARTICLE XIV
TEACHER ASSIGNMENT POLICY AND PREPARATION TIME

Section 1 - Assignments and Preparation Time.

Subd. 1. A one year agreement to be issued to each tenured teacher indicating the following:

- (a) Grade level of teaching;
- (b) Subject matter, where applicable;
- (c) Building assignment.

Subd. 2. If assignments are not determined at the time the contract is issued, this will be so indicated on the one year agreement form.

Subd. 3. The right of the School District to institute a seven period school day shall be subject to the following provisions: No teacher shall be required to teach more than five periods plus one period of supervision for one semester of the school year. No teacher shall teach a sixth class, if to do so would cause a reduction in the number of teachers employed by the School District.

Subd. 4. The right of the School District to institute a four period day shall be subject to the following: No teacher shall be required to teach more than three out of four class periods per day. An appropriate segment of the unassigned teaching period will be scheduled as preparation time in accordance with Minnesota rules and statutes. The remaining time of said period will be dedicated to instructional student contact time, i.e., tutoring, classroom assistance, and resource time.

Subd. 5. Each full-time teacher of grades K-5 as well as Early Childhood Special Education shall receive an average of 300 minutes per week (five student days) of preparation time inclusive of student travel time and within the student contact day, providing the current length of student day remains constant. The District will make a reasonable effort to provide the preparation time in two usable blocks of time on condition the OEA recognizes the need for variances in the schedule.

Each full-time teacher at the middle and secondary schools shall receive an average of 285 minutes per week (5 student days) of preparation time, within the student contact day, providing the current length of student day remains constant. The District will make a reasonable effort to provide the preparation time in one usable block of time on condition that the OEA recognizes the need for variances in the schedule.

Section 2 - Involuntary Transfers.

Subd. 1. Teachers to be involuntarily transferred from one teaching location to another or transferred from one elementary grade level to another (K-6) shall be given notice on or before May 10 for transfers to take place in the following school year. Upon request, the superintendent will provide the teacher the reasons for the transfer. Teachers so transferred shall receive the equivalent of two (2) days per diem compensation to plan for and carry out the transfer.

Subd. 2. Involuntary transfers after May 10 shall be for good cause. Such transfers shall be made giving due regard to the seniority of the teacher affected, provided their experience and qualifications are sufficient to meet the needs of the School District.

ARTICLE XV

HOURS OF SERVICE

Section 1 – Basic Day. The basic teacher's day will be seven (7) hours and twenty-five (25) minutes, one-half hour of which shall be a duty-free lunch period. Teachers must be in the building a minimum of twenty (20) minutes before the student day begins. The duty day will be determined by the District prior to April 1 of the preceding school year and scheduled within a range of hours from 7:00 a.m. – 3:30 p.m. There shall be no split shifts. Teaching assignments may be scheduled outside the range of hours by mutual agreement of the District, the teacher, and OEA leadership in order to accommodate academic programming needs.

Section 2 – Length of Student Day. Should the District determine to extend the length of the student day, it recognizes that in accordance with Arbitrator Gallagher's ruling of August 2005, such determination may affect the terms and conditions of employment and be recognized through the framework of the negotiations process.

Section 3 - Additional Activities. Teachers will be expected to continue to assume some responsibilities in addition to the regular classroom work. When this work is not related to the field in which the teacher is serving or when the task is so time consuming that it could not reasonably be included in a teacher's work day, a payment will be made for this extra service.

Subd. 1. – Faculty Meetings. Teachers will be expected to attend site faculty meetings for their full duration. A schedule of site faculty meetings shall be published prior to the start of the school year and the length of these site faculty meetings shall not exceed nine (9) hours total during the full school year. Emergency meetings called in response to student/school safety will be an exception to these limitations.

Subd. 2. – Parent Meetings and Special Education Due Process Meetings. Following a teacher's participation in a parent conference or a special education due process meeting, the teacher may request to report to school any time prior to the beginning of the student day or leave any time at the end of the student day. Such relief from reporting time will be allowed by the principal in a manner to ensure the safety and well-being of children.

Subd. 3. – Unless compensated according to Article VIII, Section 4 or Schedule C of the Master Agreement, participation in committee meetings that occur after the teacher duty day ends will be considered voluntary.

Subd. 4. – Professional Responsibilities. Teachers shall continue to carry out professional responsibilities that may occasionally extend beyond the duty day, e.g. consultation with parents/guardians and voluntary supervisory responsibilities. Additional compensation will not be made for these professional responsibilities unless otherwise specified in the Master Agreement.

Subd. 5. – Overloads. – Teachers will be compensated for teaching more than full time.

ARTICLE XV
HOURS OF SERVICE (Continued)

Section 4 – Due Process Meetings and Paperwork. Special education teachers shall be compensated for up to ten (10) hours each school year for due process meetings and due process paperwork time that occurs outside of the duty day.

Section 5 – Schedule Modifications. Teachers will be allowed to leave school at the end of the student day on Fridays and the days before holidays.

Section 6 – Definitions. The District and the OEA agree to continue past practice regarding the definition of an hour, a day, a week, a month, and a year.

ARTICLE XVI
LENGTH OF SCHOOL YEAR

Section 1 - Teacher Duty Days. Pursuant to Minn. Stat. § 120A.40, the School Board shall, prior to April 1 of each even numbered school year, establish the number of school days and teacher duty days for each of the next two school years, and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority as determined to conduct school. Non-classroom teachers' and Early Childhood Special Education teachers' work year may be voluntarily modified by written agreement signed by the teacher, OEA and the District.

Section 2 - Emergency Closings. In the event that emergency closing precludes minimum work requirements established by this Agreement, the Board may prescribe added days in lieu thereof.

Section 3 – Inclement Weather. When schools are closed because of severe weather or other emergency, teachers shall not be required to report for duty for the first two emergency days. These will be considered professional days for the conducting of virtual PLC work, class preparation, or grading. Beyond the first two emergency days, teachers shall be expected to report for duty as close to the duty report time as possible, but no later than 9:00 a.m. Teachers reporting after 9:00 a.m. but before 11:00 a.m. shall remain at work until the missed time, up to two hours, is made up. Teachers who are unable to report or who do so after 11:00 a.m. may arrange with the building principal to make up the time missed or elect to use personal leave in accordance to the provision of Article XII, Section 7, Subd 3. In the event of a one- or two-hour late start, teachers should make every effort to report to work at the regular duty-time. In the event of an early release, teachers will remain at work until the end of the day unless otherwise directed.

ARTICLE XVII
EARLY RETIREMENT

Section 1 - Insurance Coverage. A teacher electing early retirement under this option shall be eligible to continue health and hospitalization insurance coverage at the cost of the teacher.

ARTICLE XVII
EARLY RETIREMENT (Continued)

Section 2 – Retirement Notice Incentive. – Any teacher with ten (10) years of teaching in the Owatonna School District, which may include years of teaching in any school district that was consolidated with the Owatonna School District, and at least fifty-five (55) years of age at the time of retirement shall be eligible for a District contribution of a lump sum of \$1,000 if the teacher submits a notice of intent to retire to the Department of Human Resources prior to February 15 of the school year in which he/she retires. The lump sum will be deposited into the district sponsored Health Care Savings Plan (HCSP) on behalf of the employee. The deposit will be available for access post-employment.

Section 3 – Early Retirement Benefit for Teachers hired prior to July 1, 2001. Any teacher with ten (10) years of teaching in the Owatonna School District, which may include years of teaching in any school district that was consolidated with the Owatonna School District, and at least fifty-five (55) years of age at the time of retirement shall be eligible to receive pay for unused accumulated disability leave up to a maximum of 120 days.

To be eligible for this benefit, the teacher must give notice of retirement prior to July 15 and the rate of pay for each day of accumulated disability leave shall be the teacher's rate of pay in his/her base contract for the previous full school year divided by the number of days of service in that year.

Subd. 1 - Deferred Compensation Payout. A teacher receiving deferred compensation under the provisions of Section 3 of this Article, shall receive such compensation in the form of a lump sum paid on behalf of the employee to a Health Care Savings Plan administered by the District's Deferral Payment Plan Provider.

ARTICLE XVIII
403(B) ANNUITY PLAN

Section 1 - District Match to Employee Contributions to 403(b) Annuity Plan for teachers hired prior to July 1, 2001. Effective beginning the 2019-2020 school year, a full-time teacher hired prior to July 1, 2001 who has completed their probationary period in ISD 761 is eligible for a district match to employee contributions to a 403(b) annuity plan of \$900.00 per year.

Effective beginning the 2020-2021 school year, a full-time teacher hired prior to July 1, 2001 who has completed their probationary period in ISD 761 is eligible for a district match to employee contributions to a 403(b) annuity plan of \$1,000.00 per year.

Section 2 - District Match to Employee Contributions to 403(b) Annuity Plan for teachers hired on or after July 1, 2001. Effective beginning the 2019-2020 school year, a full-time teacher hired on or after July 1, 2001 who has completed their probationary period in ISD 761 is eligible for a district match to employee contributions to a 403(b) annuity plan of \$1,400.00 per year.

Effective beginning the 2020-2021 school year, a full-time teacher hired on or after July 1, 2001 who has completed their probationary period in ISD 761 is eligible for a district match to employee contributions to a 403(b) annuity plan of \$1,500.00 per year.

The district will contribute a maximum of \$30,000 in matching contributions over the lifetime of the teacher's employment with the district.

ARTICLE XIX
MEET AND CONFER COUNCIL

Section 1 – Representatives. A Meet and Confer Council consisting of four (4) teachers appointed by the Association, two administrators and two representatives of the Board shall be established in order to meet the Meet and Confer provision of P.E.L.R.A. of 1973. Meetings shall be conducted upon the request of either party as needed.

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

Section 3 – Cancellation. Meet and confer sessions may be canceled by mutual consent.

ARTICLE XX
INTER-DISTRICT PROGRAMS

No Inter-District educational programs shall operate to defeat any provision of this Master Agreement except as required by law.

ARTICLE XXI
EARLY CHILDHOOD FAMILY EDUCATION
ADULT BASIC EDUCATION, AND SCHOOL READINESS TEACHERS

Section 1 - Statutory Considerations. Pursuant to Minn. Stat. §122A.26, an Early Childhood Family Education (ECFE)/Adult Basic Education (ABE)/School Readiness (SR) teacher who teaches in an early childhood and family education program, which is offered through a community education program which qualifies for community education aid or ECFE aid, must meet licensure requirements as a teacher. However, Minn. Stat. §122A.15 specifically provides that such licensure shall not be construed to bring such ECFE/ABE/SR teacher within the definition of a teacher for purposes of Minn. Stat. § 122A.40, Subd. 1 or Minn. Stat. § 122A.41, Subd. 1.

Section 2 - Application of Agreement. The parties recognize that the employment of ECFE/ABE/SR teachers is unique and market driven, and according, requires particular consideration in the Agreement because of this unique employment relationship.

Section 3 - Probationary Period. The probationary period of ECFE/ABE/SR teachers shall be three (3) school years of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or discipline of an ECFE/ABE/SR teacher. The probationary ECFE/ABE/SR teacher shall not have recourse to the grievance procedure to challenge the suspension, discharge, or discipline of an ECFE/ABE/SR teacher. Upon completion of the probationary period, the ECFE/ABE/SR teacher may be suspended or discharged only for just cause, and such ECFE/ABE/SR teacher shall have access to the grievance procedure.

Section 4 - Reduction in Positions.

Subd. 1 - ECFE teachers. ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District.

ARTICLE XXI
EARLY CHILDHOOD FAMILY EDUCATION
ADULT BASIC EDUCATION, AND SCHOOL READINESS TEACHERS (Continued)

Subd. 2 - ABE teachers. ABE teachers shall have seniority only as an ABE teacher and shall have a separate seniority list consisting only of ABE teachers. An ABE teacher shall not have any rights to any other teaching position in the School District.

Subd. 3 - SR teachers. SR teachers shall have seniority only as a SR teacher and shall have a separate seniority list consisting only of SR teachers. A SR teacher shall not have rights to any other teaching position in the School District.

Subd. 4 - Procedure. Reduction in staff will be made on the basis of seniority, and shall exclude probationary teachers. Least senior teachers shall be laid off or have a reduction in hours first. In the event the service time is equal, the following criteria will be used in the following order: 1) percentage of full time, 2) total years of teaching experience, 3) administrative recommendation.

Section 5 – Compensation. ECFE/ABE/SR teachers shall be compensated pursuant to the ECFE/ABE/SR Salary Schedule.

<u>2019-2020</u>		<u>2020-2021</u>	
Step 1	\$30.84	Step 1	\$31.61
Step 2	\$31.70	Step 2	\$32.50
Step 3	\$33.15	Step 3	\$33.98

Section 6 - Applicable Sections of the Master Agreement. ECFE/ABE/SR teachers shall be covered by the following section of the Master Agreement:

- Article I Purpose
- Article II Recognition
- Article III Negotiation
- Article IV Management Rights
- Article V Association Security
- Article VI Teacher Rights – Sections 1,2,3,5,6,7
- Article VII Grievance Procedure
- Article IX Extra Compensation (except for Curriculum Development and Department Chairpersons)
- Article XI Group Insurance
- Article XII Leave of Absence - Sections 1,2,3,4; Section 7, Subd. 1,2,4; Section 8
- Article XIII Seniority Policy – Section 5
- Article XVI Length of School Year – Section 3
- Article XVII Early Retirement – Section 2, 3
- Article XVIII 403(B) Annuity Plan
- Article XIX Meet and Confer Council
- Article XX Inter-District Programs
- Article XXII Long Term Substitutes - Section 1, Subd. 1,2,4
- Article XXIII Publication of the Contract
- Article XXIV Duration
- Article XXV Document Authorization

ARTICLE XXI
EARLY CHILDHOOD FAMILY EDUCATION
ADULT BASIC EDUCATION, AND SCHOOL READINESS TEACHERS (Continued)

Section 7 – Sections of the Master Agreement not applicable. ECFE/ABE/SR teachers shall not be eligible for the following article of the Master Agreement, which apply only to regularly licensed continuing contract teachers:

Article VI Teacher Rights – Section 4,8

Article VIII Basic Schedules and Rates of Pay - Sections 1,2,3,4

Article X Itinerant Staff

Article XII Leave of Absences – Sections 5,6; Section 7, Subd. 3; Section 9

Article XIII Unrequested Leave of Absence – Layoff and Recall – Sections 1,2,3,4

Article XIV Teacher Assignment Policy and Preparation Time

Article XV Hours of Service

Article XVI Length of School Year – Sections 1,2

Article XVII Early Retirement – Section 1

Article XXII Long Term Substitutes - Section 1, Subd. 3

Section 8 - Hours of Service, Duty Day, Duty Week, and Duty Year. Recognizing the unique, changing, and irregular nature of the ECFE/ABE/SR programs, hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the program.

Subd. 1 - Length of School Year. ECFE, ABE, and SR programs will be conducted over the period of a fiscal year, commencing July 1 and concluding June 30.

Subd. 2 - Hours of Work. Employees under this article are hourly employees with daily, weekly, monthly and annual hours as established and assigned by the Director of Community Education.

Subd. 3 - Basic Assignment. The basic assignment shall not exceed forty (40) hours per week, two (2) nights per week, and one (1) Saturday per month without mutual agreement by the supervisor and the teacher.

Subd. 4 - Scheduling of Assignments. All assignments will be during the Community Education program year (July 1 – June 30) and during the times of the day and the days of the week which meet the needs of the ECFE, ABE, and SR programs. Assignment of classes is at the discretion of the school district. Tentative assignments for the upcoming year will be made prior to June 30. Assignments for confirmed classes will be issued one (1) week prior to the start of each quarter. Modifications to assignments may be made for just cause. Teacher seniority shall not have application to cancelled classes.

Subd. 5 - Scheduling of Substitutes. The Community Education Director, or designee, shall schedule substitutes for ECFE, ABE, and SR. ECFE/ABE/SR teachers who substitute for assignments will be paid on schedule.

Subd. 6 - Prep Time. For every twenty-five (25) minutes of instruction time, teachers shall be provided with five (5) minutes of preparation time.

ARTICLE XXI
EARLY CHILDHOOD FAMILY EDUCATION
ADULT BASIC EDUCATION, AND SCHOOL READINESS TEACHERS (Continued)

Subd. 7 - Core Assignment. Core assignment includes all instruction time, preparation time, and fifteen (15) minutes before class and fifteen (15) minutes after class.

Subd. 8. Staff Development/Training. Full-time teachers will be granted a minimum of fourteen (14) hours of staff/curriculum development per year. Opportunities for additional staff development and training will be at the discretion of the district. Training time will be reimbursed on schedule, and include reimbursement for fees, materials, and mileage as appropriate for each event.

Subd. 9 - Additional Program Offerings. When new program offerings are added to the program year, staff may express interest in an additional assignment of hours. Hours will be added to existing staff assignments based upon qualification of the applicants and the needs of the program. Consideration will be given to more senior staff currently employed when appropriate. Hours assigned above or below the September 1 assignment shall not be deemed to permanently increase or decrease the teacher's base assignment. Teacher base assignments will be determined on the schedule of classes as dated September 1 of the current program/fiscal year.

Section 9 – Benefits.

Subd. 1 - Benefit Eligibility. Hours in Core Assignment, Amazing Newborns, Early Childhood Screening, Birth, Babies & Beyond, fall workshop, staff meetings, parent-teacher conferences, PLC meetings and teacher work days shall qualify for eligibility for the following benefits: health and hospitalization insurance, dental insurance, life insurance, long term disability, tax shelter for health insurance contributions, sick leave, and bereavement leave. 1293 hours qualifies as full-time for benefit eligibility. Assignment of less than 1293 hours shall be prorated.

Subd. 2 - Holidays. Full-time teachers shall be eligible for six (6) holidays. Part-time teachers are not eligible for prorated holidays.

Subd. 3 - Personal Leave. ECFE/ABE/SR teachers shall be eligible for up to fifteen (15) hours per year of paid personal leave. Teachers shall not take personal leave on staff development days or student conference days. In lieu of using personal leave, teachers will be reimbursed on or before June 30 for unused hours of personal leave up to the teacher's authorized FTE assignment.

ARTICLE XXII
LONG-TERM SUBSTITUTES

Section 1 – Eligibility. After twelve (12) weeks of uninterrupted service as a long-term substitute for the same teacher, or for any other professional covered by the OEA Master Agreement, the substitute teacher shall be eligible for the following:

Subd. 1. - Sick Leave. One day of sick leave per month.

Subd. 2. - Health & Dental Insurance. 1/12 pro-rata district contribution.

Subd. 3. - Personal Leave. One (1) day per semester (earned after completion of the semester).

Subd. 4. - Bereavement Leave. One (1) day per semester.

ARTICLE XXIII
PUBLICATION OF THE CONTRACT

A copy of this contract entitled "Master Agreement Between the Owatonna School District and the Owatonna Education Association, Education Minnesota, and NEA-AFT" shall be made available to all contracted faculty members. The District shall ensure that copies of the fully executed Collective Bargaining Agreement are available electronically.

ARTICLE XXIV
DURATION

Section 1 - Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing July 1, 2019 through June 30, 2021, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1973. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this agreement.

Section 2 – Effect. This Agreement constitutes the full and complete agreement between 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 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 provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

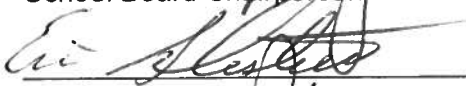
ARTICLE XXV
DOCUMENT AUTHORIZATION

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

INDEPENDENT SCHOOL DISTRICT 761



School Board Chairperson



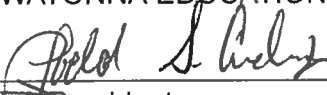
School Board Clerk




Chief Board Negotiator

Dated this 13th day of June, 2019

OWATONNA EDUCATION ASSOCIATION



OEA President



OEA Secretary



Chief Teacher Negotiator

Dated this 31ST day of MAY, 2019

INDEPENDENT SCHOOL DISTRICT NO. 761

AND

OWATONNA EDUCATION ASSOCIATION

LETTER OF UNDERSTANDING

OWATONNA TEACHER DEVELOPMENT AND EVALUATION JOINT AGREEMENT

I. PURPOSE

This agreement is entered into between the Owatonna Education Association (“OEA”) and Independent School District 761 (“District”). The OEA and the District are parties to a collective bargaining agreement governing the terms and conditions of employment for teachers employed by the District, pursuant to the Public Employment Labor Relations Act (“PELRA”), Minnesota Statute 179A.01, *et. seq.*

Through joint agreement, the parties have developed a teacher development and evaluation plan and implementation process pursuant to the requirements of Minnesota Statute 122A.40, Subd. 8 (“TDE Plan”).

The TDE Plan created by a joint OEA-District committee and ratified by the General Membership of the OEA and adopted by the Owatonna School Board is detailed in the TDE Plan document, Owatonna Teacher Development and Evaluation as attached and incorporated.

II. TERM

The TDE Plan will take effect on July 1, 2019. Both parties understand that the state plan created and published by the Minnesota Department of Education (“MDE”) pursuant to Minnesota Statute 122A.40, Subd. 8(c) (“State Plan”) will be implemented at that time unless the parties agree on a successor process.

III. TEACHER

The TDE Plan is applicable to all members of the teacher bargaining unit represented by the exclusive representative.

IV. TDE OVERSIGHT COMMITTEE

A joint OEA and District TDE Oversight Committee (“Committee”) shall be responsible for overseeing implementation of the TDE Plan including the process to move from the current teacher development, evaluation, and peer review process used in the district.

- A. Members. The Committee will consist of equal numbers of OEA and District representatives. Representatives of the OEA are appointed by the OEA President. Representatives of the District are appointed by the School Board or its designee.

B. Meetings. The Committee shall meet as necessary and as agreed upon by the members of the TDE Oversight Committee.

V. PLAN MODIFICATIONS

The parties agree that modifications to the TDE Plan may be made by unanimous consent of the TDE Oversight Committee and will be communicated to all parties in a timely manner.

VI. POSTING REQUIREMENTS

The Committee will determine the appropriate electronic venue to post copies of the TDE Plan so that it is always available. In addition, electronic copies will be sent to all staff at the commencement of the TDE Plan, to new staff at the start of the school year, and to any staff upon request.

VII. COMPENSATION

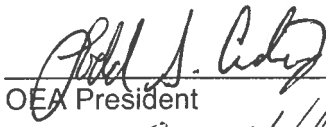
Compensation for duties or positions associated with the TDE Plan and the TDE Oversight Committee will be paid in accordance with the Master Agreement.

VIII. GRIEVABILITY

The parties agree that this Agreement and items incorporated herein will be processed in accordance with the grievance process contained within the Master Agreement.



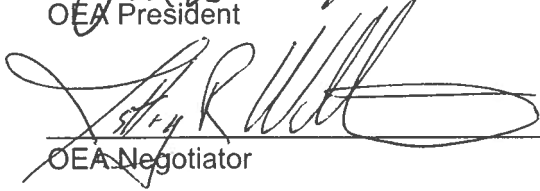
School Board Chairperson



OEA President



Superintendent



OEA Negotiator

Dated this 13 day of June, 2019

Dated this 31ST day of MAY, 2019

INDEPENDENT SCHOOL DISTRICT NO. 761

AND

OWATONNA EDUCATION ASSOCIATION

LETTER OF UNDERSTANDING

PROFESSIONAL LEARNING COMMUNITIES

This Letter of Understanding is entered into between the Independent School District #761 (hereinafter referred to as the "School District") and the Owatonna Education Association (herein referred to as the "Association"). The School District and the Association hereby agree that:

Teachers will fully participate in job-embedded collaboration time focused on student learning through Professional Learning Communities (PLC's). The following practices will be used to implement PLC's within the district.

- 1) E-8 PLC teams will meet according to the PLC meeting calendar (approximately twice per month)
- 2) E-8 PLC teams will designate a one-hour meeting time either on Monday afternoons following the end of the student day or Tuesday mornings prior to the start of the student day. Other meeting times may be established depending upon availability of PLC members. The building principal must be notified in the event of a PLC time/date change.
- 3) 9-12 PLC teams shall meet approximately once per week for 45 minutes according to the OHS and ALC PLC meeting calendar.
- 4) In lieu of reporting to the two (2) identified Parent-Teacher conference dates, as determined by the calendar committee, 9-12 teachers shall report for a total of 30 scheduled PLC meetings throughout the year.
- 5) E-12 Part-time teachers will be expected to participate to the extent of their contract. In the event that part-time teachers spend additional time in PLC meetings, they will be compensated at the Staff Development rate of pay.
- 6) To support PLC implementation, two (2) student days will be designated as a E-12 non-student day/staff development day. These days will be identified by the calendar committee.
- 7) Faculty who attend all PLC meetings will not need to report on the two calendar days designated as a E-12 non-student day/staff development day.
- 8) Faculty who do not attend PLCs will report on the two calendar days designated as E-12 non-student day/staff development days

This letter of understanding will be in effect as long as the PLC process is scheduled as defined above.

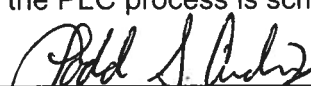


School Board Chairperson



Superintendent

Dated: June 13, 2019



OEA President



OEA Negotiator

Dated: MAY 31, 2019

INDEPENDENT SCHOOL DISTRICT NO. 761

AND

OWATONNA EDUCATION ASSOCIATION

LETTER OF UNDERSTANDING

SUBSTITUTE TEACHER COVERAGE-COMP TIME

This Letter of Understanding ("LOU") is entered into between Independent School District No. 761 (hereinafter referred to as the "School District") and the Owatonna Education Association (hereinafter referred to as the "Association"). The School District and Association hereby agree as follows:

1. The parties recognize that the School District is currently experiencing a shortage of qualified and available substitute teachers. In recognition of this issue, the parties have agreed that, regardless of any contrary provisions set forth in the applicable Collective Bargaining Agreement or other LOU between the parties, the School District shall allow a teacher in addition to that teacher's regular duties, to substitute for an absent teacher, subject to the terms and conditions of this LOU.
2. If a teacher is assigned to substitute or supervise students during the teacher's regularly scheduled preparation ("prep") period or is assigned supervision of an additional classroom of students in addition to the teacher's regularly scheduled classes, the teacher shall be compensated for the additional assigned student supervision time at the rate of pay for curriculum work as set forth in Schedule C.
3. In lieu of being compensated at the curriculum work rate of pay, teachers assigned to substitute or supervise students during a regularly scheduled prep period or assigned an additional classroom beyond the teacher's regular class schedule may elect to be credited with compensatory ("comp") time in lieu of pay, as follows:

High School Teachers	1 class period equals 1 comp hour 1 "skinny" class period equals 1/2 comp hour
Middle School Teachers	1 class period equals 1 comp hour 1 "skinny class" period equals 1/2 comp hour
Elementary School/ECSE Teachers	1 class period (exceeding 40 minutes) equals 1 hour of time
ALC Teachers	1 class period equals 1 comp hour

Comp time shall be credited in one-half ($\frac{1}{2}$) hour increments, rounded up or down to the nearest half ($\frac{1}{2}$) hour (i.e.: $\frac{1}{4}$ class middle school period = 0 comp time; $\frac{5}{8}$ class middle school period = 1 comp hour).

4. Teachers may accumulate up to a maximum of two (2) compensatory days per year. Thereafter, teachers shall be compensated pursuant to paragraph 2 of this LOU. For purposes of this paragraph, six (6) compensatory hours shall constitute one (1) work day and three (3) compensatory hours shall constitute one-half ($\frac{1}{2}$) work day.

5. Teachers electing to utilize comp time earned pursuant to this LOU shall be subject to limitations as to the total number of teachers that may use comp time or personal leave on the same day at any given school and shall be as follows: OHS, OMS, limit of five (5) teachers; Lincoln, Washington, McKinley and Wilson, limit of three (3) teachers; OALC, limit of two (2) teachers. There shall be no limit on the number of teachers who may take comp time earned pursuant to this LOU on end of quarter non-student contact days. Teachers may not use comp time earned pursuant to this LOU on staff development days or student conference days. Teachers shall apply to the building principal for use of comp time at least three (3) days in advance of the use of comp time. Comp time shall be granted on a first-come, first served, basis.
6. Teacher shall be responsible for completing a time voucher or comp time voucher and submitting the voucher to designated building secretary within forty-eight (48) hours of performing work pursuant to this LOU. Teachers shall not be credited for time earned pursuant to a voucher submitted past the required deadline.
7. Teachers electing to receive comp time pursuant to this LOU may accumulate and carry over earned comp time to the following school year. Comp time carried over and not used by the last duty day of the subsequent school year shall be paid to the teacher in accordance with paragraph 2 at the rate of pay earned when the work was performed.
8. In entering into this LOU, the parties recognize and agree that teachers subject to this LOU are exempt employees and are not entitled to comp time pursuant to state or federal law. The School District's agreement to provide extra duty pay and comp time pursuant to this LOU is in consideration for the teacher's waiver of any limitations or rights set forth in the applicable Collective Bargaining Agreement, LOU, past practice or state or federal law. The parties further recognize and agree that compensation for preparation time in this LOU constitutes an exception to Minnesota Statutes Section 122A.50 (Preparation Time) that has been made by mutual agreement between the School District and the Association.
9. This Letter of Understanding constitutes the complete agreement between the parties regarding the employment of teachers in substitute positions until the 2021-23 Collective Bargaining Agreement is ratified.

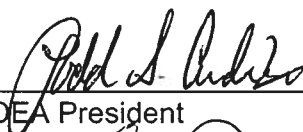
This Letter of Understanding will sunset upon the ratification of the 2021-23 Collective Bargaining Agreement between the parties and will require both parties to negotiate the above terms of employment for such terms to be included in the 2021-23 Collective Bargaining Agreement.




 School Board Chairperson



 Chief Board Negotiator



 OEA President



 OEA Negotiator

Dated this 13th day of June, 2019

Dated this 31st day of MAY, 2019

SCHEDULE A

2019-2020 SALARY SCHEDULE

2019-2020 SALARY SCHEDULE									
STEP	MA								
	BA	BA+15	BA+30	BA+45	BA+60	MA+20	MA+40	MA+60	PH. D.
1	42,160	43,133	44,116	45,109	48,091	49,088	50,249	51,417	52,173
2	43,976	44,987	46,010	47,050	50,362	51,949	52,646	53,896	54,656
3	45,798	46,842	47,907	48,988	52,631	53,714	55,037	56,381	57,137
4	47,618	48,693	49,797	50,926	54,903	56,027	57,434	58,862	59,622
5	49,434	50,550	51,690	52,862	57,172	58,337	59,834	61,347	62,104
6	51,257	52,407	53,588	54,800	59,441	60,652	62,230	63,827	64,585
7	53,071	55,169	56,395	57,649	62,621	63,873	65,536	67,215	67,976
8	58,286	58,163	59,426	60,728	66,031	67,555	69,299	71,062	71,821
9		61,381	62,688	64,026	69,662	71,574	73,402	75,253	76,016
10		63,457	64,870	66,286	72,468	73,881	75,894	77,907	78,666
	1,815	1,914	1,955	1,999	2,185	2,227	2,287	2,348	2,371
1ST CAREER TOTAL	60,101	65,371	66,825	68,285	74,653	76,108	78,181	80,255	81,037
	699	699	699	699	699	699	699	699	699
2ND CAREER TOTAL	60,801	66,071	67,524	68,985	75,353	76,807	78,880	80,955	81,737

***After 16 Years Teaching in Owatonna or After 30 Years Total Teaching (minimum 10 Years in Owatonna public Schools, 30 Years total teaching experience)**

****After 24 Years Teaching in Owatonna or After 30 Years Total Teaching (minimum 10 Years in Owatonna public Schools, 30 Years total teaching experience)**

There shall be no loss of pay for movement from BA 9th Step to BA+15 9th Step

◆ BA + 60 lane is no longer available after 1989. Employees on the BA + 60 lane prior to 1989 shall remain on this lane.

SCHEDULE B

2020-2021 SALARY SCHEDULE

2020-2021 SALARY SCHEDULE									
STEP	BA	BA+15	BA+30	BA+45	MA			PH. D.	
					BA+60	MA+20	MA+40		MA+60
1	43,214	44,211	45,219	46,236	49,294	50,315	51,506	52,703	53,477
2	45,076	46,112	47,160	48,226	51,621	53,248	53,962	55,243	56,022
3	46,943	48,013	49,105	50,213	53,947	55,057	56,413	57,791	58,565
4	48,808	49,910	51,042	52,199	56,275	57,427	58,870	60,334	61,113
5	50,670	51,814	52,982	54,184	58,601	59,796	61,330	62,881	63,657
6	52,539	53,717	54,927	56,170	60,927	62,168	63,785	65,423	66,200
7	54,398	56,549	57,805	59,091	64,186	65,470	67,174	68,895	69,675
8	59,743	59,617	60,911	62,247	67,682	69,244	71,032	72,839	73,617
9		62,915	64,255	65,627	71,404	73,364	75,237	77,135	77,916
10		65,044	66,491	67,943	74,280	75,728	77,792	79,855	80,633
	1,860	1,962	2,004	2,049	2,240	2,283	2,344	2,407	2,431
*1ST CAREER TOTAL	61,604	67,006	68,495	69,992	76,520	78,010	80,135	82,262	83,063
	717	717	717	717	717	717	717	717	717
**2ND CAREER TOTAL	62,321	67,723	69,212	70,709	77,237	78,727	80,852	82,979	83,780

***After 16 Years Teaching in Owatonna or After 30 Years Total Teaching (minimum 10 Years in Owatonna public Schools, 30 Years total teaching experience)**

****After 24 Years Teaching in Owatonna or After 30 Years Total Teaching (minimum 10 Years in Owatonna public Schools, 30 Years total teaching experience)**

There shall be no loss of pay for movement from BA 8th Step to BA+15 8th Step

◆ BA + 60 lane is no longer available after 1989. Employees on the BA + 60 lane prior to 1989 shall remain on this lane.

**SCHEDULE C
EXTRA PAY SCHEDULE
2019-2020 & 2020-2021**

OHS ATHLETIC COACHES

		<u>2019-20</u>	<u>2020-21</u>
Adapted Floor Hockey	Head	5,107	5,235
	Assistant	2,759	2,828
Baseball	Head	5,837	5,983
	Assistant	3,680	3,772
	"B" Head	3,406	3,491
	9th Head	2,967	3,041
Basketball (Boys/Girls)	Head	7,349	7,533
	Assistant	4,737	4,855
	"B" Head	4,310	4,418
	"B" Assistant	3,992	4,092
	9th Head	3,570	3,659
	9th Assistant	3,290	3,372
Cheerleader	Head – Fall	4,568	4,682
	Head – Winter	5,837	5,983
	Assistant - Winter	3,680	3,772
Cross Country (Boys/Girls)	Head	4,936	5,059
	Assistant	2,662	2,729
Dance Team	Head	5,837	5,983
	Assistant	3,680	3,772
	"B" Assistant	3,406	3,491
Football	Head	7,349	7,533
	Assistant	4,737	4,855
	"B" Head	4,310	4,418
	"B" Assistant	3,992	4,092
	9th Head	3,570	3,659
	9th Assistant	3,290	3,372
Golf (Boys/Girls)	Head	4,568	4,682
	Assistant	2,445	2,506
Gymnastics	Head	6,930	7,103
	Assistant	4,455	4,566
Hockey (Boys/Girls)	Head	7,349	7,533
	Assistant	4,737	4,855
	"B" Head	4,310	4,418

OHS ATHLETIC COACHES, continued

		<u>2019-20</u>	<u>2020-21</u>
Intramural		20.86/hr	21.38/hr
Lacrosse (Boys/Girls)	Head	5,379	5,513
	Assistant	3,373	3,457
	"B" Head	3,121	3,199
	9 th Head	2,718	2,786
Soccer (Boys/Girls)	Head	5,837	5,983
	Assistant	3,680	3,772
	"B" Head	3,406	3,491
	9 th Head	2,967	3,041
Softball	Head	5,837	5,983
	Assistant	3,680	3,772
	"B" Head	3,406	3,491
	9 th Assistant	2,967	3,041
Strength & Conditioning	Head Strength Training Coach	7,349	7,533
	Fall Assistant	3,570	3,659
	Winter Assistant	4,463	4,575
	Spring Assistant	3,570	3,659
Swimming (Boys/Girls)	Head	6,930	7,103
	Assistant	4,455	4,566
Tennis (Boys/Girls)	Head	5,107	5,235
	Assistant	2,759	2,828
Track (Boys/Girls)	Head	5,837	5,983
	Assistant	3,680	3,772
Volleyball	Head	6,059	6,210
	Assistant	3,825	3,921
	"B" Head	3,539	3,627
	9 th Head	3,084	3,161
Wrestling	Head	7,349	7,533
	Assistant	3,786	3,881

<u>OHS REIMBURSEMENT FOR OTHER DUTIES</u>		<u>2019-20</u>	<u>2020-21</u>
Band	Jazz I, II	3,510	3,598
	Marching Head	7,001	7,176
	Assistant	2,227	2,283
	Pep	4,683	4,800
Carolers		3,510	3,598
Culinary Club		1,725	1,768
DECA	Head	1,871	1,918
	Assistant	938	961
Dinner Ensemble		4,324	4,432
FFA	Head	5,489	5,626
	Assistant	3,680	3,772
Knowledge Bowl		1,871	1,918
Link Crew		1,871	1,918
Math Coach	Head	1,871	1,918
	Assistant	938	961
Mixed Roots Advisor		1,261	1,293
Mock Trial	Head	3,510	3,598
	Assistant	1,756	1,800
Musical	Director	3,510	3,598
	Music Director	1,756	1,800
	Technical Director	1,756	1,800
	Pit Director	1,756	1,800
National Honor Society		1,871	1,918
Play	Director	3,510	3,598
	Technical Director	1,756	1,800
Play (One-Act)		1,725	1,768
Prom		1,261	1,293

<u>OHS REIMBURSEMENT FOR OTHER DUTIES, continued</u>		<u>2019-20</u>	<u>2020-21</u>
Publications	Accountant	1,207	1,237
	Photo Advisor	3,510	3,598
Quiz Bowl		813	833
Robotics	Head	1,888	1,935
	Assistant	947	971
School Paper		5,893	6,040
SHOC		1,871	1,918
Speech	Head	3,992	4,092
	Assistant	1,996	2,046
Student Council	Head	4,757	4,876
	Assistant	2,567	2,631
Yearbook		5,893	6,040
<u>ALC REIMBURSEMENT FOR OTHER DUTIES</u>		<u>2019-20</u>	<u>2020-21</u>
MAAP Stars		1,241	1,272
Yearbook		1,119	1,147
<u>OMS REIMBURSEMENT FOR OTHER DUTIES</u>		<u>2019-20</u>	<u>2020-21</u>
Chamber Orchestra		1,241	1,272
Drama	Head	1,241	1,272
	Assistant	650	666
Instrumental Choir		1,241	1,272
Jazz Ensemble		1,241	1,272
OMSTV		650	666
Math Coach		1,267	1,299
Mixed Roots		1,241	1,272
Robotics		1,241	1,272

<u>OMS REIMBURSEMENT FOR OTHER DUTIES, continued</u>		<u>2019-20</u>	<u>2020-21</u>
SHOC		650	666
Speech		1,756	1,800
Student Council	Head	2,068	2,120
	Assistant	966	990
WEB		1,871	1,918
Yearbook		2,068	2,120
<u>REIMBURSEMENT FOR OTHER DUTIES</u>		<u>2019-20</u>	<u>2020-21</u>
Driver Training - Behind the Wheel		32.42/hr.	33.23/hr.
Driver Training - Classroom		32.42/hr.	33.23/hr.
Game Managers		81.32/game	83.35/game
Workers at Games		27.99/evening	28.69/evening
<u>ELEMENTARY REIMBURSEMENT FOR OTHER DUTIES</u>		<u>2019-20</u>	<u>2020-21</u>
Choir		1,241	1,272
Elementary School Concert		41.36/event	42.39/event
Head Teachers		650	666
Safety Patrol		1,261	1,293
Science Fair Coordinator		483	495
Student Council		813	833
<u>ELEMENTARY/SECONDARY</u>		<u>2019-20</u>	<u>2020-21</u>
Curriculum Work (over and above committee work)		37.17/hr	38.10/hr
Homebound Teachers/Tutors		35.23/hr	36.11/hr
Internal Substitute Coverage (Curriculum Work hourly rate of pay)		37.17/hr	38.10/hr
Staff Development (only if mandatory & outside normal work day)		37.17/hr	38.10/hr

ELEMENTARY/SECONDARY, continued

2019-20 **2020-21**

Summer School/ALC/ALC Extended Day Paid an hourly rate based on the Master Schedule

Title I Tutors 35.91/hr 36.81/hr

9-week clubs 267 273

CURRICULUM DEVELOPMENT PROGRAM

2019-20 **2020-21**

Curriculum Committee Members – Cycle Year 1 & 2 (only) 470 482

DEPARTMENT CHAIRPERSONS

K-6 District-Wide Department Chairs (Art, Music, Physical Education) 894 916

E-12 Social Worker Department Chair 894 916

OHS

2019-2020 \$987 base/\$152 each full-time teacher
 \$31.47 each teaching hour
 Maximum of \$3,109

2020-2021 \$1,012 base/\$156 each full-time teacher
 \$32.26 each teaching hour
 Maximum of \$3,187

OMS

2019-2020 \$838 base/\$152 each full-time teacher
 \$25.00 each teaching hour
 Maximum of \$3,141

2020-2021 \$859 base/\$156 each full-time teacher
 \$25.63 each teaching hour
 Maximum of \$3,220

