

**TERMS
AND
CONDITIONS
OF
EMPLOYMENT**

with

EDUCATIONAL ASSISTANTS

2021-2022 and 2022-2023

**INDEPENDENT SCHOOL DISTRICT #761
515 WEST BRIDGE STREET
OWATONNA, MINNESOTA 55060**



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PREAMBLE

This agreement entered into between Independent School District No. 761, Owatonna, Minnesota hereinafter referred to as the Employer, and Educational Assistants, hereinafter referred to as the Employee, shall provide the terms and conditions of employment for Educational Assistants of School District No. 761.

DISCRIMINATION

No person in the United States shall, on the grounds of race, color, religion, sex, age, national origin, disability, or any other basis as prohibited by law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of Independent School District No. 761.

Nothing in this Agreement shall be construed or applied to deny to any Employee the employment opportunities stated within. Any alleged denial of these employment opportunities may be a direct violation of employment practices and shall be submitted to the grievance procedure.

EMPLOYEE HARASSMENT

It is the policy of the Owatonna Public Schools to maintain a learning and working environment that is free from unwelcome verbal or physical conduct that harasses, disrupts, or interferes with Employee work performance or creates an intimidating, hostile or offensive work environment.

Employee harassment is any unwelcome conduct that illegally discriminates against an Employee and includes sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors or other inappropriate verbal or physical conduct of a sexual nature.

The Employer will act to investigate all complaints, either formal, or informal, verbal or written, of harassment and discipline any Employee who harasses a student or Employee of the School District according to current Board policy.

ARTICLE I **EMPLOYMENT DEFINITIONS**

Section 1 - Full Time Employment

Full-time Employees shall be defined as those Employees regularly scheduled for thirty (30) hours or more per week throughout the school year.

Section 2 - Part Time Employment

Part-time Employees shall be defined as those Employees regularly scheduled for less than thirty (30) hours per week.

ARTICLE I
EMPLOYMENT DEFINITIONS (Continued)

Section 3 - Basic Daily Schedule Eight (8) hour positions shall be scheduled by administration and include a minimum of one-half (1/2) hour unpaid lunch period and a fifteen (15) minute paid rest period in the morning and in the afternoon.

Positions regularly scheduled by administration for a minimum of six (6) hours per day but less than eight (8) hours per day shall include a minimum of one-half (1/2) hour unpaid lunch period and a fifteen (15) minute paid rest period.

Part-time Employees shall be entitled to an unpaid lunch period and a fifteen (15) minute paid rest period on days when they are scheduled in excess of four (4) hours.

The basic lunch period shall be scheduled between the hours of 11:00 a.m. and 1:30 p.m., the rest period shall be scheduled at the midpoint of the morning and the afternoon.

The scope of an Employee's work schedule, at the Employer's discretion, should include the time from one (1) week prior to school to one (1) week after school to include any non-student contact days.

Section 4 - Transfers

An Employee temporarily transferred to a higher paid classification for a period of ten (10) consecutive days or more shall be compensated for all hours worked in the higher classification in excess of ten (10) days at the higher rate of pay. An Employee temporarily transferred to a lower classification shall suffer no reduction in wages.

Section 5 - Overtime

Hours worked beyond normal assignment shall be preapproved by the Employee's supervisor. All hours worked in excess of forty (40) hours per week shall be compensated for at the rate of one-and-one-half (1 1/2) times the Employee's hourly rate of pay.

The Employer shall have the option of cash or compensatory time off for overtime hours worked at the rate at which the overtime was earned. If the Employer elects compensatory time off, the time off shall be at a time mutually agreed upon. If an Employee terminates employment, they shall be compensated for any compensatory time off they have accumulated.

Approved paid time off shall count as hours worked in the computation of overtime.

ARTICLE II
HEALTH PROVISIONS

Section 1 - Physical Examination

All Employees may be required to submit a physical examination report to the Employer after being offered a position and recommended for employment. The cost of this examination will be borne entirely by the Employer.

ARTICLE II
HEALTH PROVISIONS (Continued)

Section 2 - Health Examinations

An Employee shall be allowed full pay in the event of absence to take health examinations, however, the number of days absent will be subtracted from accumulated sick leave time.

Requests for absence to take health examinations shall be made to the Employee's supervisor and approved by the Superintendent's Designee.

ARTICLE III
HOLIDAYS

Section 1 - Holidays

Subd 1: All full-time Employees shall receive the following holidays:

December 25

District Designated Day #1 (December 28, 2021 & December 27, 2022)

District Designated Day #2 (April 1, 2022 & March 31, 2023)

Subd 2: In order for an Employee to qualify for holiday pay, they shall have worked their last scheduled day prior to the holiday and their first scheduled day following the holiday, unless excused by the Employer.

Subd. 3: An employee may request one (1) day of paid personal leave in lieu of one (1) paid holiday as described in subd. 1 of this section. Such leave will be granted by the building Principal or designee and must be requested prior to the holiday occurrence. Personal leave shall be taken in full day increments. Leave will be granted based upon availability of a substitute. A limit of one Employee per building/5 per will be granted personal leave per day.

ARTICLE IV
LEAVES

Section 1 - Sick Leave

Subd. 1: Full-time Employees shall be granted one (1) day of sick leave per month of employment accumulative to 170 days. Daily value of sick leave credit shall be based on the average hourly workday of the Employee for the current fiscal period. The amount of accumulated sick leave will be indicated on each paycheck stub throughout the year.

Employees working at least twenty (20) hours but less than thirty (30) hours per week shall be granted a pro-rated amount of sick leave based on the regularly scheduled hours of employment and to be non-accumulative.

ARTICLE IV

LEAVES (Continued)

Subd. 2: Employees shall be allowed the use of sick leave for their own use when ill, for health care examinations. In addition, employees shall be allowed the use of sick leave due to the illness or injury of a minor or adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, step-parent for reasonable periods of time as the employee's attendance may be necessary up to 160 hours, or pursuant to Minn. Stat. §181.9413, whichever is less. This provision is not meant to increase or decrease the amount of leave otherwise provided in this Article except as otherwise required by law. All Employees shall be required to request the use of sick leave from their immediate supervisor.

Employees who are absent from work due to illness or injury may be required to furnish a doctor's certificate of the Employee's illness or injury when the Employer has reason to believe the Employee is abusing or has abused sick leave or there is a question whether the Employee is physically fit to return to work. The abuse of sick leave shall be just cause for discipline.

The Employee shall notify the Employer prior to returning to work.

Section 2 - Medical Leave

For Employees who have exhausted their accumulated paid sick leave, the Employer shall allow an unpaid medical leave of absence for a period of six months. Upon expiration of six (6) months, the leave may be extended one additional six (6) month period by mutual consent of the Employer and the Employee. The Employer reserves the right to require a physical examination by a doctor of its own choosing at its own expense as a condition of granting or continuing medical leave status. A medical leave of absence is not deemed interrupted by intermittent work if the same disability for which the leave of absence was granted is continuing and prevents the Employee from working.

An Employee shall be granted any benefits they are entitled to by the Family and Medical Leave Act (FMLA).

Section 3 - Bereavement Leave

Full-time Employees shall be granted up to five (5) days absence with full pay for the funeral of a member of the Employee's immediate family or spouse's immediate family which includes, mother, father, brother, sister, wife, husband, child, niece, nephew grandparent, and grandchild, and the Employee's or the Employee's spouse's in-laws. The fourth (4th) and fifth (5th) days of bereavement leave shall be deducted from the Employee's sick leave accumulation.

All full-time Employees shall be granted one (1) day with pay per year for the funeral of other persons. All additional funeral leave shall be deducted from the Employee's sick leave accumulation.

All part-time Employees shall be granted two (2) days per year of bereavement leave and shall be deducted from the Employee's sick leave accumulation.

ARTICLE IV

LEAVES (Continued)

Section 4 - Emergency Leave

Full-time and part-time Employees who qualify for sick leave may be granted an emergency leave when it is recommended by their supervisor and approved by the Superintendent's Designee. This leave shall be deducted from the Employee's sick leave accumulation. An emergency leave shall be defined as leave to take care of matters that can only be handled when school is in session and which are not covered under other provisions of this Agreement. Examples of emergency leave include, but are not limited to, medical emergencies of family members, required court appearances (excluding legal proceedings which are initiated by the employee and against the School District).

Section 5 - Jury Duty Leave

All Employees shall be granted a leave with pay for jury duty. However, for an Employee to be covered by this provision, the Employee shall turn over to the Employer their reimbursement for jury duty hours, except for reimbursement for meals and mileage.

Section 6 - Military Leave

An Employee shall be allowed military leave according to Minnesota State Statute.

Section 7 - Emergency School Closing

When school is closed because of inclement weather or other emergencies, Employees will be expected to contact their supervisor to determine their schedule and work assignment. Employees shall be paid for hours worked.

Section 8 - Personal Leave

An Employee may be granted an unpaid personal leave upon the recommendation of their supervisor, and with approval from the Superintendent's Designee. Such leave shall not exceed thirty (30) days duration.

Section 9 - Child Care Leave

Subd. 1: A child care leave may be granted by the Employer subject to the provisions of this section and the Family and Medical Leave Act. Absence due to disabilities caused by pregnancy shall be governed by the sick leave provisions of this Agreement. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the Employee for an extended period of time.

Subd. 2: An Employee making application for child care leave shall inform the Employer in writing of intention to take leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3: If the reason for the child care leave is occasioned by pregnancy, an Employee may utilize sick leave pursuant to the sick leave provisions of this Agreement. A pregnant Employee will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery. The duration of such sick leave shall not exceed the period of actual physical disability.

ARTICLE IV
LEAVES (Continued)

The definition of disability shall be as reasonably determined by a licensed physician. As a condition of receiving sick leave payments, the Employee may be required to subject to an examination by a physician designated by the Employer.

Subd. 4: The Employer may adjust the proposed beginning or ending of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5: In making a determination concerning the commencement and duration of a child care leave, the Employer shall not, in any event be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit an Employee to return to their employment prior to the date designated in the request for child care leave.

Subd. 6: An Employee returning from child care leave of six weeks or less shall be entitled to the former position or one of comparable duties, hours and pay. An Employee returning from a child care leave longer than six weeks shall be re-employed in a position for which they are qualified.

Subd. 7: Failure of the Employee to return without an acceptable excuse pursuant to the date determined under this Section shall constitute grounds for termination unless the Employer and the Employee mutually agree to an extension in the leave.

Subd. 8: The applicable periods of probation for Employees as set forth in this Agreement are intended to be periods of actual service enabling the Employer to have opportunity to evaluate an Employee's performance. The periods of time for which the Employee is on child care leave shall not be counted in determining completion of the probationary period.

Subd. 9: An Employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The Employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10: An Employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium or portion thereof in accordance with the Family and Medical Leave Act for such programs the Employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the Employee does not return to the District pursuant to this Section.

ARTICLE IV
LEAVES (Continued)

Section 10 - Depleted Leave Accrual

Whenever absences are not covered by sick leave because of ineligibility or insufficient balance of sick leave accrual a reduction in pay will be effected for the time away from work.

Section 11 – Unpaid Leave of Absence

The District agrees to give consideration to requests from individual Employees covered by this agreement for leaves of absence without pay; said leave to be for 1 or more days, not to exceed 5 days. Requests are to be submitted to the Superintendent or designee. Denial of such request is not subject to grievance under the provisions of this contract.

ARTICLE V
PERFORMANCE EVALUATION

The primary intent of a supervisory evaluation process will be the personal and professional development of the Employee. A formal summative evaluation of work performed shall be formulated by the end of the first year for all new Employees and at least every other year for non-probationary Employees. In the off year of the evaluation cycle for non-probationary Employees, Employees shall submit to their supervisor goals via a goal setting process prescribed by the Employer. The Employer reserves the right to place non-probationary Employees on the probationary cycle of the formal summative evaluation process if it is determined necessary by the Employer.

Evaluations shall be conducted by the Employee's immediate supervisor, consistent with the standards of performance and in cooperation with the Superintendent's Designee. The Employee shall be given a copy of the evaluation report and afforded an opportunity to meet with the supervisor to discuss the evaluation. The Employee may attach a written response prior to signing the evaluation. A copy of said evaluation shall be forwarded to Superintendent's Designee for placement in the Employee's personnel file.

ARTICLE VI
PROBATIONARY PERIOD

All Employees are on probation for the first twelve (12) months of their employment and may be dismissed at any time within this period with one (1) week's notice, or for due cause, without any notice.

After the probationary term of employment, an Employee will be given two weeks notice before separation from employment by the Employer, except in cases where due cause may justify immediate separation.

ARTICLE VII

DISCIPLINE AND DISCHARGE

Section 1 - Progressive Discipline and Representation

The Employer and Employee agree that discipline is to be used as a means of correcting improper job-related behavior. Due process shall be provided for all employees who have completed the probationary period. Due process for initial minor infractions shall encompass the concept that the employee receives reasonable notice of expectations privately and appropriate opportunity to correct behavior.

Discipline for non-probationary employees shall be progressive and taken in the following steps; however, advancement from one step to the next step or combination of steps of progressive discipline is subject to Employer discretion.

1. Verbal warning/reprimand
2. Written warning/reprimand
3. Suspension with or without pay
4. Discharge

The Employee shall be given the opportunity to have the appropriate representation, however, the unavailability or refusal of appropriate representation shall not abridge the Employer's right to institute discipline.

Employees who have completed the probationary period who are subject to disciplinary action shall have the right to the grievance procedure.

Section 2 – Suspension or Immediate Discharge

Cause for suspension or immediate discharge shall be determined by the nature and severity of the employee's misconduct, incompetence or deficiencies and such infraction include but not be limited to the following:

1. Theft.
2. Drinking of alcoholic beverages on the Employer's premises or being intoxicated on the job.
3. Clear insubordination.
4. Repeated inefficiency or inability to meet acceptable standards of work.
5. Threats of or behavior indicating risk of violence.

Section 3 - Procedures

All discipline shall be in writing. All official reprimands shall be served on the Employee in writing within forty-eight (48) clock hours in consecutive Employer business dates from the time of the incident giving rise to reprimand.

ARTICLE VII
DISCIPLINE AND DISCHARGE (Continued)

Section 4 - Personnel Records

Each Employee shall have only one (1) personnel file and no written allegations shall be used as a basis of discipline unless they have been entered into the Employee's personnel record. Upon request, any Employee shall be informed of the contents and meaning of their personnel file or shown the file without any charge. After the individual has been so informed, the file need not be disclosed to the Employee for six (6) months unless a dispute or action concerning its contents is pending. The Employee shall be provided copies of any material contained in the personnel file upon request. The cost of providing copies shall be borne by the Employee. Any dispute concerning the accuracy or completeness of the personnel file shall be subject to the grievance procedure.

Section 5 - Representation

Accredited representatives of the Employee shall be granted reasonable access to the Employer's premises to investigate grievances as long as the work force is not interrupted in the performance of their duties. Said access will be limited to the end of the school day after classes.

Section 6 - Procedure

All discipline and discharge shall be subject to the grievance procedure as outlined in Article VII of this Agreement.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 1 - Grievance Definition

A grievance shall mean a dispute or disagreement between the Employee and the Employer as to the interpretation of terms and conditions of employment in this Agreement. A grievance may be brought by an Employee, or the Employer.

Section 2 - Representative

The Employee or Employer may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf. Such representation shall not exceed three (3) in number.

Section 3 - Definition and Interpretations

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

Subd. 2 - Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days (Monday through Friday) not designated as holidays by state law.

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

ARTICLE VIII
GRIEVANCE PROCEDURE (Continued)

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 Limitations and Waiver

A grievance shall not be valid for consideration unless the grievance is received in writing by the party being served, within ten (10) days after the date the event giving rise to the grievance occurred, setting forth the facts and the specific provisions of this Agreement allegedly violated and the particular relief sought. Failure to comply with this time period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another level within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Employee and the Employer or its designee.

Section 5 - Adjustment of Grievance

The Employer and the Employee shall attempt to adjust such grievances which may arise during the course of employment of any Employee within the School District in the following manner:

- A. **Level 1:** If the written grievance is not resolved through informal discussions, the Employer or designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.
- B. **Level 2:** In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing to said Superintendent within five (5) days after receipt of the decision in Level 1. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time mutually agreeable to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.
- C. **Level 3:** In the event the grievance is not resolved in Level 2, the decision rendered may be appealed to the School Board, provided such appeal is made in writing to said School Board within five (5) days after receipt of the decision in Level 2. If the grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision. The decision of the School Board shall be final and binding.

ARTICLE IX

GROUP INSURANCE PROGRAMS

Section 1 - Eligibility

Group insurance programs shall be available to full-time Employees working thirty (30) hours or more per week. It shall be the responsibility of the Employee to make application for group insurance programs desired. Group insurance premiums or portions of premiums not paid by the Employer shall be paid by the Employee through payroll deduction.

The Employer shall not be responsible for any provisions and coverages not contained in any of the Employee group insurance contracts.

Section 2 - Health and Hospitalization Insurance

Subd. 1 - Single Coverage: The Employer shall contribute \$573.00 per month for twelve months during the 2021-2022 school year and \$590.00 per month for twelve months during the 2022-2023 school year toward the premium for individual coverage for all full-time Employees who qualify for and are enrolled in a Employer group health and hospitalization plan and who qualify for single coverage. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

Subd. 2 - Family Coverage: The Employer shall contribute \$1,342.00 per month for twelve months during the 2021-2022 school year and \$1,382.00 per month for twelve months during the 2022-2023 school year toward the premium for dependent coverage for all full-time Employees who qualify for and are enrolled in a Employer group health and hospitalization plan and who qualify for dependent coverage. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

Section 3 - Insurance Premium Tax Shelter

The Employer shall make available to Employees a tax shelter as provided by law for the Employee insurance contributions.

Section 4 - Dental Coverage

Full-time Employees may apply for enrollment in the Employer group dental insurance plan. The Employee must pay the full premium through payroll deduction.

Section 5 - Long Term Disability (Income Protection)

The Employer shall contribute the full premium toward an income protection plan for full-time Employees. This program will pay 2/3 of the Employee's salary with a maximum benefit of \$3,222.00 per month to age 65 and a 90-day waiting period

Section 6 - Life Insurance

The Employer shall contribute 100% of the cost of group term life insurance with a face value of \$50,000 for full-time Employees and those who work at least thirty (30) hours per week regularly.

ARTICLE IX
GROUP INSURANCE PROGRAMS (Continued)

Section 7 - Workers' Compensation

Workers' Compensation Insurance is carried by the Employer. This insurance covers injuries that occur while the Employee is performing services in regard to their employment with the Employer. When an Employee is off work with a compensable injury, they shall receive the difference between their compensation check and their regular check until accumulated sick leave is depleted.

ARTICLE X
SEPARATION/RETIREMENT

Section 1 - Separation/Retirement

Subd. 1 - Separation: An Employee who voluntarily terminates employment will provide written notification to the Employer at least two (2) weeks prior to leaving. If two weeks notice is not given, the Employee will forfeit accrued leaves, unless the two-week notification requirement is waived by the Superintendent.

Prior to leaving active employment, the Employee shall:

- (1) Return Employer keys and any other Employer property.
- (2) Contact Employer regarding the conversion or cancellation of group health insurance or life insurance.

Section 2 - Early Retirement

The following constitutes conditions of eligibility and compensation for Employees desiring to elect early retirement:

- A. Employee must be at least fifty-five (55) years of age in order to make application for early retirement under this article;
- B. Employee must have completed at least ten (10) consecutive years of satisfactory full-time employment with Independent School District No. 761;
- C. Employee must be in good standing and actively at work in a full-time position at the time provisions of this Article are applied for; and
- D. If the above conditions are met, the Employee will be eligible for lump sum payment under this Article calculated as follows:

Number of accumulated sick leave days (X) 50% (X) daily rate of pay at the time of retirement.

Subd. 1 - Deferred Compensation: An Employee receiving deferred compensation under the provisions of Section 2 of this Article shall receive such compensation in the form of a lump sum paid on behalf of the Employee to the district-sponsored special pay deferral plan.

ARTICLE XI
BASIC SCHEDULES AND RATES OF PAY

Employees receive a 3.25% increase in wages for 2021-2022 and a 3.25% increase in wages for 2022-2023.

Section 1 - Salary Schedule

<u>A-1-1</u>	2021-2022	2022-2023
Tier I	12.58	12.99
Tier II	15.27	15.77

<u>A-1-2</u>	2021-2022	2022-2023
Tier I	13.57	14.01
Tier II	16.40	16.93

<u>A-1-3</u>	2021-2022	2022-2023
Tier I	14.58	15.05
Tier II	17.58	18.16

<u>B-2-1</u>	2021-2022	2022-2023
Tier I	15.69	16.20
Tier II	18.88	19.50

<u>B-2-2</u>	2021-2022	2022-2023
Tier I	16.89	17.44
Tier II	20.24	20.90

<u>B-2-3</u>	2021-2022	2022-2023
Tier I	18.17	18.76
Tier II	21.70	22.41

<u>B-2-3-Success Coach</u>	2021-2022	2022-2023
Tier I	19.80	20.45
Tier II	23.86	24.64

<u>B-3-1</u>	2021-2022	2022-2023
Tier I	19.51	20.15
Tier II	23.26	24.02

ARTICLE XI
BASIC SCHEDULES AND RATES OF PAY (Continued)

Subd. 1 – Tier Movement: A new Employee is eligible to move to the Tier II rate of pay on the third anniversary date of employment as an Educational Assistant.

Previous experience, qualifications, certification and training may be taken into consideration when hiring and the Employer may hire above beginning wages.

An Employee terminated at the end of a school year due to program elimination or end of special funding, and rehired in the same educational assistant job classification within the school district at the start of the following school year (no break in service), will retain their previous step placement.

Section 2 – Additional Compensation

Subd. 1 – Years of Service Increment:

After 15 years of service - \$150

After 20 years of service - \$250

After 24 years of service - \$350

An Employee is eligible to receive an annual years of service increment beginning on their anniversary date after the completion of 15, 20, and 24 years as a school district employee. The stipend will be paid out in a lump sum on or before June 30 each year.

The employee shall not accrue additional experience credit for years of service increment pay purposes during a leave of absence period longer than 90 days.

Subd. 2 – Employee Relations Council Representatives:

Members of the employee group who serve on the Employee Relations Council are eligible for compensation as determined by the school district.

Subd. 3 – Building Leadership Team Representatives: An Employee asked by a building principal to participate as a member of the Building Leadership Team will be compensated for attendance at team meetings that are held outside of their regularly scheduled work hours.

ARTICLE XII
MANAGEMENT RIGHTS

All management rights and management functions not expressly delegated in this Agreement are reserved to the Employer. Such rights and obligations include, but are not limited to, such discretion or policy as the function and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

ARTICLE XIII

COMPLETE AGREEMENT

This Agreement constitutes the full and complete agreement between the Employer and the Employees represented. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, Employer policies, rules or regulations concerning the terms and conditions of employment inconsistent with these provisions.

ARTICLE XIV

SAVINGS CLAUSE

In the event that any provision, phrase or clause of this agreement shall be at any time declared invalid by any court or jurisdiction, the decision shall not invalidate the entire Agreement. It being the expressed intention of the parties that all other provisions remain in full force and effect.

ARTICLE XV

WAGES/DEDUCTIONS/DISTRIBUTIONS

Section 1 - Salary Deductions

Mandatory deductions from checks shall include federal income tax, Minnesota state income tax, Public Employees Retirement Association payments and social security - FICA tax deductions, if applicable.

Section 2 - Distribution

Salary checks shall be distributed to all Employees on the 15th and 30th of each month or, if changed, in the same manner as other full-time classified Employees of the Employer. Paychecks for Employees on an hourly rate basis shall be distributed within the limitations necessary for processing time card paychecks.

Section 3 - Promotions

Any Employee promoted to a higher classification, shall be placed at a step on the salary schedule of the new classification that represents an increase in pay over the Employee's previous salary.

Section 4 - Reclassification

Any Employee requesting reclassification shall submit the request by December 1st of any year. The consideration of the reclassification shall be completed by June 1st of the ensuing year, and the results of such reclassification shall be subject to the negotiated pay table for the next fiscal year.

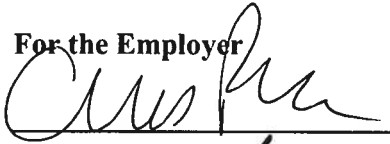
If the duties of an Employee's position are reclassified by the Employer and the position itself is reclassified to a lower Band and Grade, the Employee(s) will be given adequate notice of such change and will realize a commensurate change in rate of pay at the beginning of the next fiscal year provided at least six months have passed since the notice of reclassification.

The Employee shall follow the classification/ reclassification process as outlined by the Employer.

ARTICLE XVI
DURATION

This Agreement shall become effective on July 1, 2021 and shall remain in full force and effect through June 30, 2023.

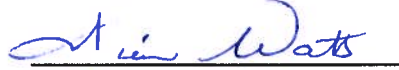
For the Employer





Date: 4.5.22

For the Group





Date: 3/28/22

**INDEPENDENT SCHOOL DISTRICT NO. 761
AND
OWATONNA EDUCATIONAL ASSISTANTS
LETTER OF UNDERSTANDING
ONE-TIME STIPEND PAYMENT DURING 2021-2022 SCHOOL YEAR**

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

1. The School District and the Educational Assistants negotiated a meet and confer agreement for the period of July 1, 2021 through June 30, 2023 ("Agreement").
2. The parties have agreed to the providing a one-time stipend to full-time and part-time Educational Assistants, whose positions are included within the bargaining unit, as set forth in Article I of the Agreement.
3. The amount of the one-time stipend paid to full-time Educational Assistants shall be based upon the years of service with the School District as follows:
 - a. Educational Assistants most recently employed on or before the first duty day of the 2019-2020 school year or hired during and employed throughout the 2019-2020 school year shall be paid the sum of \$1,000.
 - b. Educational Assistants hired and employed during and throughout the 2020-2021 school year shall be paid the sum of \$750.
 - c. Educational Assistants hired and employed during and throughout the 2021-2022 school year and thereafter shall be paid the sum of \$500.
4. Regardless of an educational assistant's prior full-time status, Educational Assistants who currently are assigned a part-time position, shall be paid a pro-rata portion of the one-time stipend set forth above based upon the most recent date of commencement of employment with the School District.
5. Educational Assistants who are employed after March 30, 2022 shall not be eligible for this stipend.
6. The stipend set forth in this LOU shall be paid to all eligible Educational Assistants through the School District's regular payroll on April 15, 2022.
7. This LOU will expire upon payment of the stipend set forth in this LOU.


8. This LOU shall not be considered precedent setting, shall not constitute a past practice and cannot be used in any way to interpret the Agreement. This LOU also shall not be used as evidence, either through arbitration, or other means, or be cited in any arbitration, grievance or hearing or other proceedings, except for purposes of enforcing this LOU.
9. This LOU represents the complete and total agreement between the parties regarding this matter. No party has relied upon any oral statements or promises that are not set forth in this document. No changes to this LOU will be valid unless they are in writing and signed by the parties.



School Board Chairperson



Chief District Negotiator



Lead Negotiator

Dated this 5 day of April, 2022

Dated this 28 day of March, 2022

