

# **MASTER AGREEMENT**

between the

**Board of Education**

and the

**Owatonna Education Association,**

**Education Minnesota,**

and

**NEA-AFT**

**2023-2024 and 2024-2025**



**TABLE OF CONTENTS**

		<u>Page Number</u>
<b>Article I</b>	<b>Purpose</b>	<b>3</b>
	Section 1 - Parties	3
	Section 2 – Terms and Conditions of Employment	3
<b>Article II</b>	<b>Recognition</b>	<b>3</b>
	Section 1 – Representation	3
<b>Article III</b>	<b>Negotiation</b>	<b>3-4</b>
	Section 1 – Initiation	3
	Section 2 – Representatives	3
	Section 3 – Final Contract Copies	4
<b>Article IV</b>	<b>Management Rights</b>	<b>4</b>
	Section 1 – Inherent Managerial Rights	4
<b>Article V</b>	<b>Association Security</b>	<b>4</b>
	Section 1 – Dues Checkoff	4
	Section 2 – Remittance	4
	Section 3– Use of Facilities	4
	Section 4 – Association Leave	4
	Section 5 – OEA Representation	4
<b>Article VI</b>	<b>Teacher Rights</b>	<b>4-6</b>
	Section 1 – Rights	4
	Section 2 – Personnel File	5
	Section 3 – File Entries	5
	Section 4 – Part-Time Status	5
	Section 5 – Progressive Teacher Discipline	5
	Section 6 – Suspension	5
	Section 7 – Evaluations	5-6
	Section 8 – Peer Review	6
<b>Article VII</b>	<b>Grievance Procedure</b>	<b>6-9</b>
	Section 1 – Grievance Definition	6
	Section 2 – Representative	6
	Section 3 – Definitions and Interpretations	6-7
	Section 4 – Time Limitation and Waiver	7
	Section 5 – Adjustment of Grievance	7-8
	Section 6 – Arbitration Procedures	8-9
	Section 7 – Personnel Files	9
	Section 8 – Withdrawal of Grievance	9
<b>Article VIII</b>	<b>Basic Schedules and Rates of Pay</b>	<b>9-10</b>
	Section 1 – 2023-2024 and 2024-2025 Salary Schedules	9
	Section 2 – Placement on Salary Schedule	9-10
	Section 3 – Status of Salary Schedule	10
<b>Article IX</b>	<b>Extra Compensation</b>	<b>11-12</b>
	Section 1 – Extra Pay Schedule	11
	Section 2 - Educational Leadership	11-12
<b>Article X</b>	<b>Itinerant Staff</b>	<b>12</b>
	Section 1 – Inter-School Travel	12
<b>Article XI</b>	<b>Group Insurance</b>	<b>12-13</b>
	Section 1 – Health and Hospitalization Insurance	12-13
	Section 2 – Tax Shelter	13
	Section 3 – Long-Term Disability	13
	Section 4 – Life Insurance	13
	Section 5 – Dental Insurance	13
<b>Article XII</b>	<b>Leaves of Absence</b>	<b>13-19</b>
	Section 1 – Disability Leave	13-14
	Section 2 – Maternity Disability Leave	14
	Section 3 – Sick Leave Bank	14-16
	Section 4 – Child Care Leave	16
	Section 5 – Leave of Absence for Professional Development	16
	Section 6 – Sabbatical Leave	16-17
	Section 7 – Short Term Leaves	17-18
	Section 8 – Leaves of Absence	18
	Section 9 – Extended Leave of Absence	18-19
	Section 10 - Annual Leave Accruals	19
<b>Article XIII</b>	<b>Unrequested Leave of Absence - Seniority Policy (Layoff and Recall)</b>	<b>19-22</b>
	Section 1 – Layoff and Recall Reasonable Effort Placement	19

	Section 2 – Definitions	19
	Section 3 – Layoff Procedure	20
	Section 4 – Recall Procedure	20-21
	Section 5 – Seniority Lists	21-22
<b>Article XIV</b>	<b>Teacher Assignment Policy and Preparation Time</b>	<b>22-23</b>
	Section 1 – Assignments and Preparation Time	22-23
	Section 2 – Involuntary Transfers	23
<b>Article XV</b>	<b>Hours of Service</b>	<b>23-24</b>
	Section 1 – Basic Day	23
	Section 2 – Length of Student Day	23
	Section 3 – Additional Activities	23-24
	Section 4 – Due Process Meetings and Paperwork	24
	Section 5 – Schedule Modifications	24
	Section 6 – Definitions	24
<b>Article XVI</b>	<b>Length of School Year</b>	<b>24-25</b>
	Section 1 – Teacher Duty Days	24-25
	Section 2 – Emergency Closings	25
	Section 3 – Inclement Weather	25
<b>Article XVII</b>	<b>Early Retirement</b>	<b>25-26</b>
	Section 1 – Insurance Coverage	25
	Section 2 – Retirement Notification	25
	Section 3 – Early Retirement Benefit for teachers hired prior to July 1, 2001	25-26
<b>Article XVIII</b>	<b>403(B) Annuity Plan</b>	<b>26</b>
	Section 1 – District Match to EE Contributions to 403(B) Annuity Plan Hired Prior to 2001	26
	Section 2 – District Match to EE Contributions to 403(B) Annuity Plan Hired On or After 2001	26
<b>Article XIX</b>	<b>Meet and Confer Council</b>	<b>26</b>
	Section 1 – Representatives	26
	Section 2 – Agenda	26
	Section 3 – Cancellation	26
<b>Article XX</b>	<b>Inter-District Programs</b>	<b>26</b>
<b>Article XXI</b>	<b>Long-Term Substitutes</b>	<b>26-27</b>
	Section 1 – Eligibility	26-27
<b>Article XXII</b>	<b>Publication of the Contract</b>	<b>27</b>
<b>Article XXIII</b>	<b>Duration</b>	<b>27</b>
	Section 1 – Term and Reopening Negotiations	27
	Section 2 – Effect	27
	Section 3 – Finality	27
	Section 4 – Severability	27
<b>Article XXIV</b>	<b>Document Authorization</b>	<b>28</b>
	<b>Letter of Understanding – Owatonna Teacher Development and Evaluation</b>	<b>29-30</b>
	<b>Letter of Understanding – Professional Learning Communities</b>	<b>31</b>
	<b>Letter of Understanding – Internal Substitute Teacher Coverage</b>	<b>32</b>
	<b>Letter of Understanding - Regarding Application of Earned Sick and Safe Time Law</b>	<b>33-35</b>
	<b>Schedule A – 2023-2024 Salary Schedule</b>	<b>36</b>
	<b>Schedule B – 2024-2025 Salary Schedule</b>	<b>37</b>
	<b>Schedule C – Extra Pay Schedule</b>	<b>38-44</b>

**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, 2023 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 Minnesota Professional Educator Licensing and Standards Board, 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 2025, 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, on 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 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.

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.

#### 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.

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/her 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.

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 – 2023-2024 and 2024-2025 Salary Schedules. The wages and salaries reflected in Schedule A, attached hereto, shall be part of the Agreement for the 2023-2024 school year and in Schedule B for the 2024-2025 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 and shall be compensated \$400 for those who attend the four (4) additional days of service.

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 pre approval 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 twice every year. Salary lane changes shall be made as of October 1 and/or March 1. If appropriate paperwork including an official college transcript of qualified credits is received by the superintendent's office of his/her designee by October 1, the new salary rate of pay will begin on November 15, but the new salary rate will be retroactive to the beginning of the school year. If appropriate paperwork including an official college transcript of qualified credits is received by the superintendent's office of his/her designee by March 1, the new salary rate of pay will begin on April 15, but the new salary rate will be retroactive to January 15. Salary changes for transcripts received after October 1 shall not go into effect until January 15. Salary changes for transcripts/verifications received after March 1 shall not go into effect 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.

Subd. 7 - Qualifications. The qualifications of teachers employed for the first time shall be those fixed by the Professional Educator Licensing and Standards Board. 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. 90 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.

**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.

Section 2 - 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. Stipend amounts are listed in Schedule C. Compensation to be dispersed equally on payrolls between September and June. The District has discretion on the number of leadership positions available.

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. 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. 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. An instructional coach added to the Building Leadership Team is subject to receipt of the Building Leadership Team stipend as noted in Schedule C.

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. 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 a minimum of 6 teachers but no more than 12 teachers and building leaders as determined by District Administration.

Subd. 4. – 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), Licensed Occupational Therapists and Licensed Physical Therapists and are eligible to bill for Medical Assistance shall be reimbursed as listed in Schedule C.

Subd. 5. - District Curriculum Advisory Committee. The District Curriculum Advisory Committee stipend will be prorated based on attendance provided that a schedule of meetings for the year is provided to members at the first meeting. Should a date be changed a member is no longer able to attend, they shall be compensated for that meeting. Proration of stipends based upon member attendance shall only apply to the District Curriculum Advisory Committee and shall not be precedent setting.

## **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 2023-2024 and 2024-2025 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 \$23,000 during the 2023-2024 school year and \$23,700 during the 2024-2025 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 – 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 in accordance with eligible health insurance coverage as provided by the Select Plan of the current insurance carrier.

Section 3 - Long-Term Disability. The Board of Education will pay 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.

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. At the beginning of each school year the District shall credit each teacher ten (10) days of disability leave to be used to cover absences caused by personal illness or disability including illness or disability caused by the employee's pregnancy and childbirth.

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 utilized 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.

Subd. 7. Approved disability leave used shall be deducted from the accrued disability leave days earned by the teacher.

Subd. 8. 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. 9. 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. 10. 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 4.

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.

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 their own accident or serious illness or to cover the accident or serious illness of any minor or infirm adult living in the household of the teacher, if another adult member of the household is not available to provide the care, 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 prorated 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 for his/her own illness/disability. The sick/disability leave bank shall be limited to a maximum of 60 work days to cover the accident or serious illness of any minor or infirm adult living in the household of the teacher unless a petition for extension is approved by the Sick Leave Bank Committee.

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 an unrelated 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 or the accident or serious illness of any minor or infirm adult living in the household of the teacher, if another adult member of the household is not available to provide the care.
- 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.
- 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 two years from the start of the leave, unless both parties mutually agree to extend the leave to the end of the school year.

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 longer than two (2) years from the start of the leave, unless both parties agree to extend the leave to the end of the school year.

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.

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 group insurance contribution (per Article XI) shall be three-fourths of the district's insurance contribution that the faculty member would receive if he/she were a full-time staff member.

Subd. 8. The faculty member will be granted credit equal to teaching experience on the salary schedule for the year of sabbatical.

Subd. 9. 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. 10. 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. 11. 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.

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 through eleventh 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 twelfth 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; OEC-Early Childhood, limit of one (1) teacher; Roosevelt, limit of one (1) teacher. There shall be no limit on the number of teachers who may be on personal leave on end of quarter non-student contact days. 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, 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.

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.

Section 10 - Annual Leave Accruals. All annual leave accruals in this Article will be prorated if an employee terminates prior to the end of the school year.

**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.

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.

### 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) If additional reductions are made, they will be from the part-time teacher seniority list; b) 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 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 cannot obtain full-time status on the full-time teacher seniority lists by holding part-time positions on the part-time teacher seniority lists and combining such positions to equate to a full-time position.

Subd. 6. Part-time teachers shall have no rights to a full-time position or to bump a teacher in a full-time position.

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, 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.

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.

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 statues. 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 (ECSE), Early Childhood Family Education (ECFE), School Readiness (SR) and Adult Basic Education (ABE) 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.

Subd. 6. ECFE and ABE teachers' core assignment includes all instruction time, prep time, and fifteen (15) minutes before class and fifteen (15) minutes after class.

## 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.

Subd. 1. Hours of Service. Recognizing the unique and irregular nature of the ECFE, SR and ABE programs, the hours of service and duty day based on the employee's FTE shall be assigned by the School District and modified from time to time, based upon the needs of the program, as recommended by district administration. The duty year for ECFE, SR and ABE teachers shall be a flex school year from July 1 to June 30. Prior to July 1st of each year, all ECFE, SR and ABE teachers shall be notified, in writing, of the tentative hours and days of their employment for the upcoming school year.

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. An overload is calculated at a "rate equivalent to their salary divided by the number of instructional periods per semester for the duration of the assignment." Three decimal places will be used to calculate overloads.

Example: High School teacher block schedule : a full time FTE is teaching 3 full blocks out of 4 which equates to 12 sections a year of instruction. If a teacher teaches an overload for an entire block for one semester this is calculated as  $14/12 = 1.167$

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 not be required to report to buildings, but will provide asynchronous lessons and be available for student communication during regular class times. In the event that there are more than three (3) consecutive days of emergency leave, the District may move to synchronous learning to better serve students needs. Additional planning for an extended period of distance learning time for teaching staff will be accommodated based upon mutual agreement. 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.

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. 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 \$1,200.00 per year.

Section 2 - District Match to Employee Contributions to 403(b) Annuity Plan\* for teachers hired on or after July 1, 2001. 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 \$1,700.00 per year.

\*Please note under this Article XVIII, an employee has the option to contribute to, and receive a match from the District for a qualifying Roth 403(b) account.

**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**  
**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 annual 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 XXII**  
**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 XXIII**  
**DURATION**

Section 1 - Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing July 1, 2023 through June 30, 2025, 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, 2025, it shall give written notice of such intent no later than May 1, 2025. 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 XXIV**  
**DOCUMENT AUTHORIZATION**

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

INDEPENDENT SCHOOL DISTRICT 761

OWATONNA EDUCATION ASSOCIATION

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
OEA President

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
OEA Secretary

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**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 \_\_\_\_ day of \_\_\_\_\_, 2024

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

**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 an 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 an 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

\_\_\_\_\_  
OEA President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
OEA Negotiator

Dated: \_\_\_\_\_, 2024

Dated: \_\_\_\_\_, 2024



**INDEPENDENT SCHOOL DISTRICT NO. 761  
AND  
OWATONNA EDUCATION ASSOCIATION  
LETTER OF UNDERSTANDING  
INTERNAL SUBSTITUTE TEACHER COVERAGE**

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 School District and the Association negotiated a collective bargaining agreement for the period of July 1, 2023 through June 30, 2025 (“Master Agreement”).
2. The parties recognize that the School District currently is 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 current 2023-2025 applicable Collective Bargaining Agreement or other LOU between the parties, a teacher who accepts an assignment to substitute for an absent teacher, in addition to that teacher’s regular duties, will be subject to the terms and conditions of this LOU.
3. If a teacher who accepts an assignment to substitute 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 \$52.50 per hour for the 2023-2024 school year and \$55.00 per hour for the 2024-2025 school year, *i.e. 30 minutes of coverage equates to \$26.25 of pay and 85 minutes of coverage equates to \$74.37 of pay.*
4. This LOU constitutes the complete agreement between the parties regarding the employment of teachers in internal substitute teacher assignments during the term of the 2023-2025 Collective Bargaining Agreement.
5. This Letter of Understanding will sunset upon the ratification of the 2025-2027 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 2025-2027 Collective Bargaining Agreement.

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
OEA President

\_\_\_\_\_  
Chief District Negotiator

\_\_\_\_\_  
Chief OEA Negotiator

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

**INDEPENDENT SCHOOL DISTRICT NO. 761  
AND  
OWATONNA EDUCATION ASSOCIATION**

**LETTER OF UNDERSTANDING  
REGARDING APPLICATION OF EARNED SICK AND SAFE TIME LAW**

This Letter of Understanding (“LOU”) is entered into by and between Independent School District No. 717, Owatonna, Minnesota, (“School District”) and the Owatonna Education Association (“Association”). The School District and the Association are referred to collectively as “the parties.”

WHEREAS, the Association represents teachers of the School District who are members of the bargaining unit; and

WHEREAS, the School District and the and the Association are parties to a collective bargaining agreement (“CBA”) for the period of July 1, 2023 through June 30, 2025, pending ratification by the Parties; and;

WHEREAS, the terms of the current CBA specify the terms and conditions of use of teachers’ paid leave.

WHEREAS, the School District and the Association wish to address the Minnesota Earned Sick and Safe Time (“ESST”), Minnesota Statutes, sections 181.9445-181.9448, enacted on May 23, 2023 and taking effect on January 1, 2024, during the term of the CBA; and

NOW, THEREFORE, IN CONSIDERATION OF the foregoing, the mutual promises and agreements contained in this LOU, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. **Purpose.** This LOU is being entered into to comply with Minnesota’s ESST law, effective January 1, 2024. If the ESST is subsequently repealed in its entirety, this LOU shall be null and void as of the effective date the ESST is repealed. To the extent the law or related guidance change, impacting the terms of this LOU, the parties will meet and negotiate an amendment to this agreement.
2. **Disability Leave/ ESST Allotment/Use.** All teachers will receive regular disability leave hours, as set forth in Article XII, section 1 of the CBA, frontloaded at the beginning of the 2023-2024 school year. Effective January 1, 2024, and annually on July 1, thereafter, all teachers will receive additional disability leave hours as necessary to equal a total of 80 frontloaded disability leave hours.
  - a. Effective January 1, 2024, and annually thereafter on July 1, all teachers at .6 FTE and above will receive 80 hours of ESST leave, in compliance with the requirements of the ESST, that will be deducted, as used, from the teacher’s accrued disability leave. Each employee will be given the option to select ESST leave hours or the pre-existing disability leave hours accrued in the district absence management system.

- b. Effective January 1, 2024, and annually thereafter on July 1, teachers who work less than 0.6 FTE will accrue ESST leave hours at a rate of not less than 1 hour of paid ESST leave for every 30 hours worked in compliance with the requirements of the ESST, that will be deducted, as used, from the teacher's accrued disability leave. Accrued ESST leave hours must be used prior to the use of any pre-existing disability leave hours or disability leave accrued by a teacher prior to January 1, 2024.
- c. Unused ESST may accumulate up to a maximum of 80 hours. ESST leave must be used in increments similar to teacher sick leave increments. Disability leave accumulated before January 1, 2024 may only be used as specified in Article XII of the CBA. To the extent that the front-loaded disability leave is carried over after January 1, 2024, up to eighty (80) hours of the accumulated disability leave may be used for the reasons set forth in the ESST. Disability leave accumulated over 80 hours after January 1, 2024 may only be used as specified in Article XII of the CBA.
- d. Teachers may accrue, but shall not be entitled to use ESST leave until the teacher has worked for the School District for at least eighty (80) hours in a year.
- e. The School District shall not payout ESST leave upon termination of employment or the end of the annual year (July 1 to June 30) nor will accrued ESST leave be paid out in conjunction with any regular disability leave payout/buyout in the CBA. Teachers who are reemployed within 180 days of separation shall have previously accrued ESST leave reinstated.
- f. Effective January 1, 2024, ESST leave shall be used in accordance with Minnesota's ESST and any related Minnesota Department of Labor guidance. Employees can use their earned sick and safe time for reasons such as:
  - the employee's mental or physical illness, treatment or preventive care;
  - a family member's mental or physical illness, treatment or preventive care;
    - A family member is defined as:
      - their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
      - their spouse or registered domestic partner;
      - their sibling, stepsibling or foster sibling;
      - their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
      - their grandchild, foster grandchild or step-grandchild;
      - their grandparent or step-grandparent;
      - a child of a sibling of the employee;
      - a sibling of the parents of the employee;
      - a child-in-law or sibling-in-law;
      - any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;

- any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
  - up to one individual annually designated by the employee.
- absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- closure of the employee’s workplace due to weather or public emergency or closure a family member’s school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

g. When a teacher uses ESST leave for more than three consecutive days, the School District may require reasonable documentation that the leave is covered in accordance with Minnesota Statutes, section 181.9447, subdivision 3.

3. **Effective Date and Duration.** This LOU shall continue in effect until a new CBA is ratified by the parties for the 2025-2027 school years. The parties are not bound by the language of this LOU for future CBAs.
4. **Choice of Law and Severability.** This LOU shall be construed and interpreted in accordance with the laws of the State of Minnesota. Any term or condition of this LOU found to be invalid, illegal, or unenforceable shall not render this LOU void or unenforceable. To the extent any term or condition of this LOU is found to be inconsistent with Minnesota’s ESST law or the Minnesota Department of Labor’s guidance on ESST, the law and Department of Labor’s guidance shall control. If any particular provision of this LOU shall be adjudicated to be invalid or unenforceable, the parties specifically authorize the tribunal making such determination to sever and/or replace the invalid or unenforceable provision of this LOU to allow this LOU and the remaining provisions thereof, to be valid and enforceable to the fullest extent allowed by law.
5. **Entire Agreement.** This LOU contains the full and complete agreement between the parties relative to the subject matter addressed herein. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document. This LOU controls to the extent that it conflicts with the terms of the CBA. No changes to this LOU are valid unless they are in writing and signed by both parties.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Letter of Understanding, and is authorized to sign on behalf of the party he or she represents.

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
OEA President

\_\_\_\_\_  
Chief District Negotiator

\_\_\_\_\_  
Chief OEA Negotiator

Dated this \_\_\_ day of \_\_\_\_\_, 2024

Dated this \_\_\_ day of \_\_\_\_\_, 2024

**SCHEDULE A  
2023-2024 SALARY SCHEDULE**

STEP	BA	BA+15	BA+30	BA+45	MA BA+60	MA+20	MA+40	MA+60	PH. D.
1	47,602	48,700	49,810	50,930	54,299	55,423	56,736	58,055	58,907
2	49,652	50,794	51,948	53,123	56,862	58,654	59,441	60,852	61,710
3	51,709	52,887	54,091	55,311	59,425	60,647	62,141	63,658	64,511
4	53,763	54,977	56,224	57,499	61,989	63,257	64,847	66,460	67,318
5	55,815	57,075	58,361	59,685	64,551	65,868	67,557	69,265	70,120
6	57,873	59,171	60,504	61,873	67,113	68,480	70,261	72,066	72,921
7	59,921	62,290	63,674	65,091	70,703	72,117	73,995	75,890	76,749
8	65,809	65,670	67,095	68,567	74,554	76,274	78,244	80,235	81,092
9		69,303	70,778	72,290	78,653	80,813	82,875	84,967	85,827
10		71,648	73,242	74,841	81,821	83,417	85,691	87,963	88,820
	2,049	2,162	2,207	2,258	2,468	2,515	2,582	2,651	2,678
1ST CAREER TOTAL	67,858	73,810	75,449	77,099	84,289	85,932	88,273	90,614	91,498
	2,144	2,144	2,144	2,144	2,144	2,144	2,144	2,144	2,144
2ND CAREER TOTAL	70,002	75,954	77,593	79,243	86,433	88,076	90,417	92,758	93,642
	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
3RD CAREER TOTAL	72,002	77,954	79,593	81,243	88,433	90,076	92,417	94,758	95,642
	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
4TH CAREER TOTAL	74,002	79,954	81,593	83,243	90,433	92,076	94,417	96,758	97,642

**\*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)**

**\*\*\*After 29 Years Teaching in Owatonna or After 34 Years Total Teaching (minimum 10 Years in Owatonna public Schools, 34 Years total teaching experience)**

**\*\*\*\*After 34 Years Teaching in Owatonna or After 39 Years Total Teaching (minimum 10 Years in Owatonna public Schools, 39 Years total teaching experience)**

There shall be no loss of pay for movement from BA 8<sup>th</sup> Step to BA+15 8<sup>th</sup> 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  
2024-2025 SALARY SCHEDULE**

STEP	BA	BA+15	BA+30	BA+45	MA BA+60	MA+20	MA+40	MA+60	PH. D.
1	49,863	51,013	52,176	53,349	56,878	58,056	59,431	60,813	61,705
2	52,010	53,207	54,416	55,646	59,563	61,440	62,264	63,742	64,641
3	54,165	55,399	56,660	57,938	62,248	63,528	65,093	66,682	67,575
4	56,317	57,588	58,895	60,230	64,933	66,262	67,927	69,617	70,516
5	58,466	59,786	61,133	62,520	67,617	68,997	70,766	72,555	73,451
6	60,622	61,982	63,378	64,812	70,301	71,733	73,598	75,489	76,385
7	62,767	65,249	66,699	68,183	74,061	75,543	77,510	79,495	80,395
8	68,935	68,789	70,282	71,824	78,095	79,897	81,961	84,046	84,944
9		72,596	74,140	75,724	82,389	84,652	86,812	89,003	89,904
10		75,051	76,721	78,396	85,707	87,379	89,761	92,141	93,039
	2,146	2,265	2,312	2,365	2,585	2,634	2,705	2,777	2,805
1ST CAREER TOTAL	71,081	77,316	79,033	80,761	88,292	90,013	92,466	94,918	95,844
	2,246	2,246	2,246	2,246	2,246	2,246	2,246	2,246	2,246
2ND CAREER TOTAL	73,327	79,562	81,279	83,007	90,538	92,259	94,712	97,164	98,090
	2,095	2,095	2,095	2,095	2,095	2,095	2,095	2,095	2,095
3RD CAREER TOTAL	75,422	81,657	83,374	85,102	92,633	94,354	96,807	99,259	100,185
	2,095	2,095	2,095	2,095	2,095	2,095	2,095	2,095	2,095
4TH CAREER TOTAL	77,517	83,752	85,469	87,197	94,728	96,449	98,902	101,354	102,280

**\*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)**

**\*\*\*After 29 Years Teaching in Owatonna or After 34 Years Total Teaching (minimum 10 Years in Owatonna public Schools, 34 Years total teaching experience)**

**\*\*\*\*After 34 Years Teaching in Owatonna or After 39 Years Total Teaching (minimum 10 Years in Owatonna public Schools, 39 Years total teaching experience)**

There shall be no loss of pay for movement from BA 8<sup>th</sup> Step to BA+15 8<sup>th</sup> 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  
2023-2024 & 2024-2025**

<b><u>OHS ATHLETIC COACHES</u></b>		<b><u>23-24</u></b>	<b><u>24-25</u></b>
Adapted Floor Hockey	Head	5,767	6,041
	Assistant	3,115	3,263
Baseball	Varsity Head	6,591	6,904
	Varsity Assistant	4,155	4,352
	JV Head	3,945	4,028
	9th Head	3,350	3,509
Basketball (Boys/Girls)	Varsity Head	8,298	8,692
	Varsity Assistant	5,348	5,602
	JV Head	4,867	5,098
	JV Assistant	4,508	4,722
	9th Head	4,031	4,222
	9th Assistant	3,714	3,890
Cheerleader	Head- Fall	5,158	5,403
	Head- Winter	6,591	6,904
	Assistant- Winter	4,155	4,352
Cross Country (Boys/Girls)	Head	5,572	5,837
	Assistant	3,006	3,149
Dance Team	Varsity Head	6,591	6,904
	Varsity Assistant	4,155	4,352
	JV Head	3,845	4,028
Football	Varsity Head	8,298	8,692
	Varsity Assistant	5,348	5,602
	JV Head	4,867	5,098
	JV Assistant	4,508	4,722
	9th Head	4,031	4,222
	9th Assistant	3,714	3,890
Golf (Boys/Girls)	Head	5,158	5,403
	Assistant	2,760	2,802
Gymnastics	Head	7,825	8,196
	Assistant	5,030	5,268
Hockey (Boys/Girls)	Varsity Head	8,298	8,692
	Varsity Assistant	5,348	5,602
	JV Head	4,867	5,098

Intramural		23.55/hr	24.67/hr
Lacrosse (Boys/Girls)	Varsity Head	6,073	6,362
	Varsity Assistant	3,808	3,989
	JV Head	3,524	3,691
	9th Head	3,069	3,215
Soccer (Boys/Girls)	Varsity Head	6,591	6,904
	Varsity Assistant	4,155	4,352
	JV Head	3,845	4,028
	B Head	3,350	3,509
	9th Head	3,350	3,509
Softball	Varsity Head	6,591	6,904
	Varsity Assistant	4,155	4,352
	JV Head	3,845	4,028
	9th Head	3,350	3,509
Swimming (Boys/Girls)	Head	7,825	8,196
	Assistant	5,030	5,268
Tennis (Boys/Girls)	Head	5,767	6,041
	Assistant	3,115	3,263
Track (Boys/Girls)	Head	6,591	6,904
	Assistant	4,155	4,352
Volleyball	Varsity Head	6,841	7,166
	Varsity Assistant	4,319	4,524
	JV Head	3,995	4,185
	"B" Head	3,482	3,647
	9th Head	3,482	3,647
Weight Room	Head Strength Training Coach	8,298	8,692
	Fall Assistant	4,031	4,222
	Winter Assistant	5,040	5,279
	Spring Assistant	4,031	4,222
Wrestling	Varsity Head	8,298	8,692
	Varsity Assistant	5,348	5,602
	Varsity Assistant-Girls		5,602
	JV Head	4,867	5,098



<b><u>EDUCATIONAL LEADERSHIP (PREVIOUSLY ARTICLE VIII)</u></b>		<b><u>23-24</u></b>	<b><u>24-25</u></b>
Mentor		662	693
Instructional Coach		2,408	2,522
Journey Teacher			2,500
Building Leadership Team (6-12) Min 6/Max 12 Teachers		963	1,009
Building Leadership Team (E-5) Min 6/Max 12 Teachers		1,204	1,262
Activities Leadership Team Min 6/Max 12 Teachers		963	1,009
Special Education Leadership Team Min 6/Max 12 Teachers		963	1,009
District Curriculum Advisory		963	1,009
Continuing Education Committee		481	504
Licensed Clinical Social Workers (LICSW)			Reimbursed for the cost of licensure
District Speech and Language Pathologists - ASHA Certificate of Clinical Competence (CCC's)			Reimbursed for cost of CCC's
Licensed Occupational Therapist & Physical Therapist			Reimbursed for the cost of licensure

<b><u>OHS REIMBURSEMENTS FOR OTHER DUTIES</u></b>		<b><u>23-24</u></b>	<b><u>24-25</u></b>
Band	Jazz I, II	3,964	4,152
	Marching Head	7,904	8,280
	Assistant, Color Guard & Drumline	2,515	2,634
	Pep	5,288	5,539
Carolers		3,964	4,152
Culinary Club		1,948	2,040
DECA	Head	2,113	2,213
	Assistant	1,058	1,109
Dinner Ensemble		4,883	5,114
FFA	Head	6,197	6,491
	Assistant	4,155	4,352

<b><u>OHS REIMBURSEMENTS FOR OTHER DUTIES (Continued)</u></b>		<b><u>23-24</u></b>	<b><u>24-25</u></b>
Key Club		875	916
Knowledge Bowl	Head	2,113	2,213
	Assistant	1,058	1,109
Link Crew		2,113	2,213
Math Coach	Head	2,113	2,213
	Assistant	1,058	1,109
Mixed Roots Advisor		1,424	1,491
Mock Trial	Head	3,964	4,152
	Assistant	1,982	2,077
Musical	Director	3,964	4,152
	Music Director	1,982	2,077
	Technical Director	1,982	2,077
	Pit Director	1,982	2,077
National Honor Society		2,113	2,213
Play	Director	3,964	4,152
	Technical Director	1,982	2,077
Play (One-Act)		1,948	2,040
Prom		1,424	1,491
Publications	Accountant		
	Photo Advisor	3,964	4,152
Robotics	Head	2,132	2,233
	Assistant	1,070	1,121
School Paper		6,653	6,969
Science Olympiad		875	916
SHOC		2,113	2,213
Speech	Head	5,767	6,041
	Assistant	3,115	3,263
Student Council	Head	5,371	5,626
	Assistant	2,898	3,036

<b><u>OHS REIMBURSEMENTS FOR OTHER DUTIES (Continued)</u></b>		<b><u>23-24</u></b>	<b><u>24-25</u></b>
Yearbook		6,653	6,969
<b><u>ALC REIMBURSEMENT FOR OTHER DUTIES</u></b>		<b><u>23-24</u></b>	<b><u>24-25</u></b>
MAAP Stars		1,401	1,467
Yearbook		1,263	1,323
<b><u>OMS REIMBURSEMENT FOR OTHER DUTIES</u></b>		<b><u>23-24</u></b>	<b><u>24-25</u></b>
Chamber Orchestra		1,401	1,467
Drama	Head	1,401	1,467
	Assistant	734	769
Instrumental Choir		1,401	1,467
Jazz Ensemble		1,401	1,467
OMSTV		734	769
Math Coach		1,431	1,499
Music Conductor (Band, Orchestra, Vocal)		150/event	158/event
Mixed Roots		1,401	1,467
Robotics	Head	1,401	1,467
	Assistant	699	733
Science Olympiad		875	916
SHOC		734	769
Speech		1,982	2,077
Student Council	Head	2,335	2,446
	Assistant	1,091	1,143
WEB		2,113	2,213
Yearbook		2,335	2,446

<b><u>REIMBURSEMENT FOR OTHER DUTIES</u></b>	<b><u>23-24</u></b>	<b><u>24-25</u></b>
Driver Training- Behind the Wheel	36.60/hr	38.33/hr
Driver Training- Classroom	36.60/hr	38.33/hr
Game Managers	91.81/evening	96.17/evening
Workers at Games	31.60/game	33.10/game
<b><u>ELEMENTARY REIMBURSEMENT FOR OTHER DUTIES</u></b>	<b><u>23-24</u></b>	<b><u>24-25</u></b>
Choir	1,401	1,467
Elementary School Concert	47.00/event	49.00/event
Head Teachers	734	769
Music Conductor (Band, Orchestra, Vocal)	150/event	158/event
Safety Patrol	1,424	1,491
Science Fair Coordinator	545	571
Student Council	918	961
<b><u>ELEMENTARY/SECONDARY</u></b>	<b><u>23-24</u></b>	<b><u>24-25</u></b>
Curriculum Work (over and above committee work)	41.96/hr	43.95/hr
Homebound Teachers/Tutors	39.77/hr	41.66/hr
Internal Substitute Coverage & Admin Designee (over prep or beyond contract hours)	52.50/hr	55.00/hr
Staff Development (only if mandatory & outside of normal work day)	41.96/hr	43.95/hr
Summer School/ALC/ALC Extended Day	Paid an hourly rate based on the Master Schedule	
9 week Clubs	300	315
<b><u>CURRICULUM DEVELOPMENT PROGRAM</u></b>	<b><u>23-24</u></b>	<b><u>24-25</u></b>
Curriculum Committee Members - Cycle Year 1 & 2 (only)	531	557
<b><u>DEPARTMENT CHAIRPERSONS</u></b>	<b><u>23-24</u></b>	<b><u>24-25</u></b>
K-6 District-Wide Department Chairs (Art, Music, Physical Education)	1,200	1,257
E-12 Social Worker Department Chair	1,200	1,257

OHS

2023-24            \$1,115 base/\$172 each full-time teacher  
\$35.53 each teaching hour  
Maximum of \$3,510

2024-25            \$1,168 base/\$180 each full-time teacher  
\$37.21 each teaching hour  
Maximum of \$3,676

OMS

2023-24            \$946 base/\$172 each full-time teacher  
\$28.23 each teaching hour  
Maximum of \$3,547

2024-25            \$991 base/\$180 each full-time teacher  
\$29.57 each teaching hour  
Maximum of \$3,715