

**Watertown-Mayer Public Schools  
Independent School District #111 and  
Education Minnesota Watertown-Mayer  
Educational Support Professionals  
(Educational MN WM-ESP)**

**For the 2023-2024 and 2024-2025 School Year**

**Approved by the School Board on 03/18/2024**

**Effective July 1, 2023**

**Watertown-Mayer Public Schools  
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## **ARTICLE I: PURPOSE**

**Section 1. Parties:** This agreement, entered into between the School Board of Independent School District No. 111, hereinafter referred to as the School District, and Education Minnesota Watertown-Mayer Educational Support Professionals, hereinafter referred to as the Exclusive Representative, pursuant to, and in compliance with, the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA of 1971 as amended, to provide the terms and conditions of employment for Education Support Professionals during the duration of the Agreement.

## **ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with the PELRA of 1971 as amended, the School District recognizes Education Minnesota Watertown-Mayer Educational Support Professionals as the Exclusive Representative for Educational Support Professionals employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by the PELRA of 1971 as amended, and as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 1, of this Agreement and PELRA of 1971 as amended and in certification by the Director of Mediation Services, if any.

## **ARTICLE III: DEFINITION**

**Section 1. Terms and Conditions of Employment:** The term, "terms and conditions of employment," means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

**Section 2. Description of Appropriate Unit:** For purposes of this Agreement, the term, "Educational Support Professionals", shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of eleven (11) hours per week or employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year, and emergency employees.

Section 3. Twelve (12) Month Employees: For purposes of this agreement, the term 12 month employee shall mean employees, as defined in Article III (Definitions) Section 2, who work within one classification, scheduled for 12 months.

Section 4. Nine (9) Month Employees: For the purposes of this agreement, the term 9 month employee shall mean employees, as defined in Article III (Definitions) Section 2, not identified as 12 month employee in Section 3 of this Article.

Section 5. District or School District: For purposes of administering this Agreement, the word/term, "District/School District," shall mean the School District or its designated representative(s).

Section 6. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

#### **ARTICLE IV: SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes 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 School District, its overall budget, utilization of technology, the organizational structure, selection of employees and number of personnel, classification of work location, classification of work duties, or classification of start and end times for work day.

Section 2. School District Responsibilities: The Exclusive Representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be subject to School District rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School District and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School District insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of the Agreement, and which do not relate to terms and conditions of employment.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

## **ARTICLE V: EMPLOYEE RIGHTS**

**Section 1. Rights to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his or her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

**Section 2. Right to Join:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

**Section 3. Request for Dues Check-off:** The Exclusive Representative shall be allowed dues check-off. Upon receipt by the Payroll and Benefits Clerk of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Exclusive Representative in eight (8) equal installments from the second pay period of the month, beginning with the second pay period in October.

**Section 4. Personnel Files:** All evaluations and files related to each individual employee shall be available during regular School District business hours to each individual employee. The employee shall have the right to reproduce any of the contents of the files at the employee's expense (material costs, not personnel costs) and to submit for inclusion in the file written information in response to any material contained therein. Each employee shall be promptly furnished with a copy of all evaluative and disciplinary entries placed into his or her permanent personnel file.

**Section 5. Use of Facilities:** Duly authorized representatives of the Exclusive Representative shall be permitted to transact official exclusive representative business on School District property without charge, provided that this shall not interfere with or interrupt normal school operations. Use of district premises shall be coordinated with the building principal. The Exclusive Representative shall have the right to use school district facilities and equipment, including computers, printers, duplicating and copy machines, and all other audio visual equipment, when such equipment is not in use. The Exclusive Representative will pay reasonable costs for use of equipment and supplies. The Exclusive Representative may use the School District mail service mailboxes and the district email system for communications to members. Bulletin boards will be made available to the Union for the purpose of posting Union notices relating to meetings, entertainment, and general Union activities. All notices shall be submitted to the District before being posted.

**Section 6. Union Business:**

**Subd. 1.** Employees who attend legal proceedings, required by the courts or the School

District to testify on school related issues, will not lose any daily pay.

Subd 2. A deduction shall not be made from the pay of a building representative when directly involved in meetings with management relating to the administration of this agreement during working hours.

Section 7. Meet and Confer: Either the District administration or the exclusive representative can request individual meet and confer sessions. Each party shall choose its representative for such meetings. The purpose of such meetings shall include contract administration questions and mutual concerns of the workplace.

Section 8. Vacancies:

Subd. 1 Position Vacancy A position vacancy shall exist when there are enough hours for a position to be included in the unit as defined in Article III (Definitions), Section 2 of this agreement.

Subd. 2. Position Posting All position vacancies and corresponding job descriptions shall be posted online (5 days internally). Any employee shall be eligible to apply online for new or vacant positions.

Section 9. Transfer Practice:

Subd. 1. Transfer Transfer from one position to another within a classification shall be made with the approval of the School District. Unless mutually agreed, a transfer shall not decrease the earnings for the same time worked of any employee covered by this Agreement unless it is with just cause.

Subd. 2. Advancing Classification Qualified employees may be transferred from one classification to another classification with the approval of the School District. Employees being transferred shall be placed on the step of the salary schedule for the appropriate classification as agreed between the School District and employee advancing to a new classification. Employees who have transferred to an advanced classification hold that position only and are not able to move between classifications. If the advanced classification ceases to exist, the employees may exercise their right of seniority to transfer into another classification but at that point would forfeit any claim to the position in the advanced classification.

Subd. 3. Probationary Period for Advancing Classification A qualified employee who transfers to a new classification shall have a sixty (60) workday probationary period. At any time before 60 working days have elapsed, the employee or the School District may elect to reverse the transfer. An employee who has had a transfer reversed shall be placed in an equivalent position and equivalent rate of pay as when he/she left before the transfer. The School District shall reserve the right to transfer other employees in the unit to create a position for the returning employee.

Subd. 4. Voluntary Transfer Requests Any employee who wishes to transfer from one site to another, or who wishes to be given a classification that provides for a change in



hours, must submit a request for transfer to the Superintendent's office no later than May 31 each year. Copies of all such requests shall be provided to Principals and any other Administrator affected. Such requests may be taken into consideration when making classifications for the next school year, but under no circumstance shall the School District be required to grant any such request. Requests submitted by May 31 shall be considered only for classifications made for the following school year.

Subd. 5. Voluntary Reduction An employee may elect to take a voluntary reduction of hours if approved by the School District. Employees electing to take a voluntary reduction of hours will retain the right to claim their original hours worked, through seniority, until the end of the school year in which the voluntary reduction began.

#### Section 10. Probationary Period for Newly Hired Employees

Subd. 1. Employees will be required to complete a probationary period of three consecutive years of successful service in the district as determined through annual job performance reviews using the District adopted plan for annual written evaluations.

Subd. 2: Evaluation Process. Probationary employees will be provided job performance feedback during the probationary 3 year time frame, they will include: Performance Feedback during the first (45) calendar days of hire and an evaluation process completed by the end of first year of employment, during the 2<sup>nd</sup> year of employment and 3<sup>rd</sup> year of employment.

Subd. 3 Improvement Plan If an employee does not satisfactorily meet District Standards as defined by the Board adopted annual evaluation process, they will be placed on a plan which will outline areas in need of improvement. If, through the improvement plan, the employee has satisfactorily met the standards of the district, employment shall continue and that year shall count toward completion of the employee's probationary period. If, through the improvement plan, the employee does not satisfactorily meet the standards of the district, an extension of the probationary period may be considered and/or employment may be terminated.

Subd. 4. Accrual of Benefits. All leave benefits listed herein shall accrue to the employee during the probationary period.

Section 11. Seniority Recognition: The parties recognize the principle of seniority in the event of a reduction in the workforce and for determination of benefits within the School District.

Subd. 1. Placement on Seniority List: All employees who have completed the probationary period as defined in Article V (Employee Rights), Section 11 will be placed on the seniority list based on their initial date of hire in the district, or the most recent date of hire in the district if the employee had a break of service after successfully completing the probationary period. An employee must have completed a minimum of 600 hours of service in the same position in any given school year for it to be considered a year of service under this article.

Subd. 2. Rights. All employees who have established seniority shall have rights to a position within their classification during the entirety of the school year except for instances where the district has just cause to terminate the employee. An employee who has gained seniority rights shall be entitled to the same total number of hours within their classification each year unless that number of hours is modified due to reduced staffing needs. An individual employee, with greater seniority, may choose to accept fewer hours in the district or ask to be transferred to a different position within their classification, where they would have the opportunity to keep their same number of hours. If the district has reduced staffing needs, cuts will be made beginning with the least senior ESPs within a classification. In the event two or more employees have the same seniority date the following, in order, will be considered tie-breaker criteria:

1. Whether an employee has obtained documents for “highly qualified” status.
2. Discretion of the School District.

Subd. 3. Classification Seniority. Classification seniority shall accrue only while actively working in a specific classification. Any employee transferred or re-employed in another classification retains, but does not accumulate his/her seniority in his/her original classification and, in addition, commences seniority in his/her new classification. An employee who is working in two classifications shall advance seniority in the classification which comprises the majority of that employee’s work day. If more than one employee begins work in the same classification on the same day, seniority for such employee shall be determined as previously stated in this section.

Subd. 4. Seniority Upon Resignation: An employee shall lose seniority upon written resignation, termination, or failure to report to work after recall within ten working days.

Subd. 5. Rights to Hours When building schedules allow, options for additional hours will be offered to the most senior employee.

Subd. 6 Evaluation Process After an employee gains seniority status a performance review will take place every other year unless there is a significant change in their work assignment or as administration deems necessary.

## Section 12. Recall:

Subd. 1. Employees will be recalled in seniority order within classification and position. An employee recalled to his/her former position shall receive the current rate of pay for such position.

Subd. 2 Notice of recall shall be made by certified mail to the last known address of the employee being recalled. The employee shall forfeit rights to recall if the employee fails to return to an offered position within ten (10) working days after notice of recall, and in such event the employee’s name shall be removed from the seniority and recall list. It is

the responsibility of the employee on layoff to keep the School District advised of his/her current mailing address.

Subd. 3. An employee on layoff or reduction shall retain his/her seniority and right to recall for a period of two years after the date of layoff or reduction.

## **ARTICLE VI: RATES OF PAY**

Section 1. Rates of Pay: The wages reflected in Schedule A, attached hereto, shall be part of this Agreement and be effective beginning July 1, 2023 and ending June 30, 2025 for the associated fiscal years of this contract. Each employee shall be paid time and one-half of the employee's normal rate of pay for each hour worked in excess of forty (40) hours in a calendar week.

Section 2. Wage Increases: The School District shall determine the placement and advancement of an employee on the wage schedule. Employees will receive a step increase for the 2023-2024 contract year; employees will receive a step increase for the 2024-2025 school year. Employees who work less than 600 hours for the previous school year shall not advance on the wage schedule for the new school year but will be entitled to a wage increase the next school year after they have reached 600 hours in accordance with past practice. The School District reserves the right to withhold a wage increase in individual cases when it can be shown that a deficiency exists in the individual's work performance.

Section 3. New Employees: A new employee shall be placed on the step of the salary schedule for the appropriate classification as agreed between the School District and the new employee.

Section 4. No Successor Agreement: In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his or her current rate until a successor Agreement is entered into.

## **ARTICLE VII 403(b) MATCH PLAN**

The School District will offer a matching 403(b) tax-sheltered annuity plan as allowed under M.S. 356.24 to all eligible member of the bargaining unit. Employees may select from up to three vendors as determined by the School District.

Section 1. Eligibility: Employees as defined in Article III (Definitions) Section 2 shall be eligible for the District's 403(b) matching contribution. Employees on unpaid leave may not participate in the 403(b) matching program.

Section 2. Amount: The School District's maximum contribution shall be: \$650 for the 2023-2024 school year and \$700 for the 2024-2025 school year.

Subd. 1. Maximum lifetime School District contribution for an individual employee shall not exceed \$20,000.

Subd. 2. In order to receive the School District's 403(b) contribution, employees must match the total School District contribution.

Subd. 3. The School District's match responsibilities are non-accumulative. That is, an employee who does not participate one or more years cannot reclaim the School District matched dollars in subsequent years.

Section 3. Payroll Deduction: The employee's contribution to the 403(b) plan shall be done via payroll deduction with equal installments on each payroll check.

Section 4. Election: Employees may elect to participate in the 403(b) matching program pursuant to the annuity plan requirements. Said election must be made five business days prior to the 15<sup>th</sup> of September of the plan year. Once an employee elects to participate in the 403(b) matching program, said election is irrevocable for the school year and will continue each subsequent year unless modified by the employee by the beginning of a new school year.

Section 5. Applicable Laws: The 403(b) annuity-match program of the School District is subject to the laws of the State of Minnesota (M.S. 356-24) and the Internal Revenue Code (26 U.S.C.SS 403[b]).

## **ARTICLE VIII: GROUP INSURANCE**

Section 1. Selection of Carrier: The School District shall select the insurance carrier and policy as provided by law.

Section 2. Eligibility: Group insurance benefits provided in this article shall apply to employees as defined in Article III (Definitions) Section 2,, and subject to any limitations contained in the contract between the insurance carrier and the School District. Employees must work 600 hours or more to be eligible for health / dental group insurance.

Section 3. Duration of Insurance Coverage: An employee is eligible for School District contribution as long as the employee is employed and on paid status by the School District. Upon termination of employment, all district contributions shall cease immediately.

Section 4. Health and Hospitalization Insurance and/or Dental Insurance:

**For the 2023-2024 school year**

The School District shall contribute a sum not to exceed \$5,000 for all classifications.

Amounts may be used towards the premium for insurance coverage for each eligible employee who qualifies for and is enrolled in the School District group health and hospitalization plan and/or dental plan.

The contribution per employee is determined by dividing the employee's hours worked in the previous school year by 2080 hours and multiplying that figure by the maximum amount. The contribution for new employees will be based on the hours on their initial notice of assignment. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**For the 2024-2025 school year**

The School District shall contribute the below amounts towards premiums for health or dental insurance coverage for each eligible employee who qualifies and is enrolled in the School District group health and/or dental plan. Any additional cost of premiums shall be borne by the employee and paid by payroll deductions.

Employee's prior years hour worked equal 1200+ - \$6,775

Employee's prior years total hour worked equal to 1040-1199 hours - \$3,400

Employee's prior years total hours worked equal to 600-1039 hours - \$1,200

Prior years total hours worked is calculated from hours worked during July 16, 2023 - July 15, 2024. The contribution for new employees will be based on the hours on their initial notice of assignment.

Section 5. Long Term Disability Insurance: In accordance with the respective member's School District salary, the School District shall provide long term disability insurance for each employee who qualifies for the School District's long-term disability plan. Premiums shall be paid in full by the School District. Benefits shall be paid in accordance with the terms of the existing insurance policy.

Section 6. Life Insurance: The School District shall provide a \$30,000 life insurance policy for each employee as defined in Article III (Definitions), Section 2.

Section 7. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE IX: LEAVES OF ABSENCE**

Section 1. Application:

Subd. 1. Leaves will be calculated using hours. To convert "days" to "hours" one (1) day for an employee is equal to the employee's annually assigned hours / number of work days or student days in a school year.

Subd. 2. Leaves will be deducted using half-hour blocks of time.

Subd. 3. The School District is responsible for scheduling substitutes for employees on leave.

Section 2. Eligibility: Benefits provided in this article shall apply to employees as defined in Article III (Definitions) Section 2 and proportional to the extent of their employment.

Section 3. Personal Leave:

Subd. 1. At the beginning of the school work year, each employee shall be allowed two (2) days of personal leave proportional to the extent of their employment.

Subd. 2. Not more than two (2) employees per classification in each building may use personal leave on any given day. Personal leave shall not be used during the first or last (5) days of the school year. Exceptions may be agreed upon Superintendent approval.

Subd. 3. Requests for personal leave shall be made through the building/department administrator by utilizing the School District Leave System.

Subd. 4. Personal leave allowed in this Section will not be deducted from accumulated sick leave.

Subd. 5. Personal leave is accumulated to a maximum of 4 days. Up to 2 personal days can be paid out annually. The employee needs to complete a form and return to the district office prior to May 30 of each year. Any remaining personal leave over 4 days at the end of the work year shall be forfeited without pay.

Section 4. Sick Leave:

Subd. 1. Nine (9) month employees shall earn 9 days of sick leave proportional to the extent of their employment. Twelve (12) month employees shall earn 12 days of sick leave proportional to the extent of their employment. Annual sick leave shall accrue monthly.

Subd. 2. Unused sick leave may accumulate to a maximum of 487.5 hours.

Subd. 3. Usage: Sick leave with pay shall be allowed only whenever an absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance and performance of duties on that day or days, except as provided for by other provisions in this article or by law. Effective January 1, 2024, the School District will follow MN Statute 181.9447 (Use of Earned Sick and Safe Time).

An employee may use accrued earned sick and safe time for:

A. an employee's:

- a. mental or physical illness, injury, or other health condition;
- b. need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
- c. need for preventive medical or health care;

B. care of a family member:

- a. with a mental or physical illness, injury, or other health condition;

- b. who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or
  - c. who needs preventive medical or health care;
- C. absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:
  - a. seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
  - b. obtain services from a victim services organization;
  - c. obtain psychological or other counseling;
  - d. seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or
- D. seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
- E. closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
- F. the employee's inability to work or telework because the employee is:
  - a. prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
  - b. seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and
- G. when it has been determined by the health authorities having jurisdiction or by a healthcare professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

"Family member" means:

- A. an employee's:
  - a. child, 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;
  - b. spouse or registered domestic partner;
  - c. sibling, stepsibling, or foster sibling;
  - d. biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;
  - e. grandchild, foster grandchild, or step grandchild;
  - f. grandparent or step grandparent;
  - g. a child of a sibling of the employee;
  - h. a sibling of the parents of the employee; or
  - i. a child-in-law or sibling-in-law;

- B. any of the family members listed in clause (1) of a spouse or registered domestic partner;
- C. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- D. up to one individual annually designated by the employee.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.

Subd. 6. Sick leave may be utilized during the period of physical disability resulting from a condition of pregnancy. The employee shall provide the School District with a physician's statement certifying the dates of disability. An unpaid leave for child care may be granted at the discretion of the School District.

Subd. 7. Upon termination of employment, any accumulated sick leave is forfeited. The employee shall not be reimbursed for any unused accumulated sick leave.

Subd. 8. Employees, as described in Article II, Section 2 are allowed to participate in the District Employees Sick Leave Bank (SLB) in which the provisions are outlined in an addendum attached to this agreement.

#### Section 5. Bereavement Leave

Subd. 1. Up to five (5) days of leave shall be allowed due to a death in an employee's immediate family. Immediate family is defined as the employee's spouse, child, parent, parent-in-law, and individuals for whom the employee serves as legal guardian.

Subd. 2. Up to three (3) days of leave shall be allowed due to the death of an employee's brother, sister, grandparent, grandchild, brother-in-law, or sister-in-law.

Subd. 3. Up to one (1) day of leave per year shall be allowed to attend the funeral of a friend or relative other than those relatives specified in Subds. (1) and (2) in this Section.

Subd. 4. The specific amount of leave is subject to the discretion of the Superintendent depending on the circumstances.

Subd. 5. Bereavement leave allowed in this Section will be deducted from accumulated sick leave.

Subd. 6. Bereavement leave is non-accumulative.

#### Section 6. Emergency Leave:

Subd. 1. Employees shall be allowed up to five (5) days per year for absence due to emergency, serious illness or injury in the immediate family. Immediate family is defined as the employee's spouse, child, parent, parent-in-law, grandchild, and



individuals for whom the employee serves as legal guardian. This leave must be approved by the Superintendent prior to taking the leave.

Subd. 2. The School District may require an employee to furnish competent evidence of family illness in order to qualify for emergency leave. If a medical certificate will be required, the employee will be advised. However, the final determination as to the eligibility of an employee for emergency leave is reserved to the School District.

Subd. 3. The specific amount of leave allowed is subject to the discretion of the Superintendent depending on the circumstances.

Subd. 4. Emergency leave allowed in this Section will be deducted from accumulated sick leave.

Subd. 5. Emergency leave is non-accumulative.

#### Section 7. Child Care Leave:

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

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

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this policy during the period of physical disability. However, an employee shall not be eligible for sick leave during the period of time covered by a child care leave. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. In making a determination concerning the commencement and duration of child care leave, the School District shall not, in any event, be required to:

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

Subd. 5. An employee returning from child care leave shall be re-employed in a position for which qualified.

Subd. 6. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 7. Leave under this Section shall be without pay or fringe benefits.

Section 8. Medical Leave:

Subd. 1. An employee who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long term disability compensation, may upon request, be granted a medical leave of absence without pay up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. A request for a medical leave of absence, or renewal thereof, under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to return to work and perform the essential function of the position.

Section 9. Family and Medical Leave:

Subd. 1. FMLA leave shall be granted pursuant to applicable law.

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

Subd. 3. To be eligible for the benefits of this Section and insurance, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1250 hours during such previous twelve-month period.

Subd. 4. The employee may elect, or the School District may require, the employee to substitute paid vacation, paid sick leave, or paid personal leave for leave otherwise provided under this Section. However, nothing herein shall require the District to combine leaves for a period that exceeds twelve (12) weeks.

Subd. 5. The employee will provide at least thirty (30) days of written notice of request for leave, if possible. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the employer.

Section 10. Workers' Compensation: An employee injured on the job in the service of the school district and collecting workers' compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 12. Insurance Application:

Subd. 1. An employee on unpaid leave is eligible to continue to participate in group

Watertown-Mayer Educational Support Professionals

insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance, except as otherwise provided for by Family and Medical Leave

Subd. 2. In the event the employee is on paid leave from the School District under Section 4, Sick Leave, or by sick leave pursuant to Section 11, Workers' Compensation hereof, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

## **ARTICLE X: HOURS OF SERVICE AND DUTY YEAR**

### **Section 1. Work Year Defined:**

#### **Subd. 1.**

9 month Employees - Employees shall work the student contact days of the district's approved school year calendar. The district will abide by MN State Statute 121A-642 which entitles the employee to six (6) hours of paid orientation or professional development annually. The 6 hours of professional development will be conducted during the week prior to the first day of school. Additional paid days may be added at the discretion of the Superintendent, Building Administrator and/or Special Ed Director.

12 month Employees - Employee shall work the schedule which is provided by the Community Education Coordinator.

#### **Subd. 2.**

A written notification from the School District shall be provided to each employee by August 1<sup>st</sup> stating their employment status, work locations and tentative classifications for the upcoming school year. Meetings at each site will be held in May to give employees their best anticipated guess for the following school year's staffing needs. Extenuating circumstances such as a late resignation, new staff acquisition or budget considerations may necessitate this timeline to be modified.

**Section 2. Building Classifications, Shifts and Starting/Ending Times:** The School District shall prescribe building work classifications with starting and ending times for employees. Paraprofessionals working in media center may be eligible for up to 100 hours of summer technology support upon approval of the Director of Tech Operations.

**Section 3. Lunch Period:** Employees shall be provided an unpaid 30 minute duty-free lunch if their work schedule overlaps lunch times as determined by the School District. Employees who have district classifications preventing them from a duty free lunch will be paid for that time. Exceptions may be granted by the Superintendent.

Section 4. Breaks: Employees shall receive a paid rest period, of no longer than 15 minutes, for each one half work day worked.

Section 5. School Closing: In the event that school is closed on any regularly scheduled school day for any reason and the Superintendent changes the day to a Flex Learning Day, the employees' will follow the FLEX Learning Plan. If school is closed, delayed or closes early for any reason, employees are not to report to school. Employees may request to make up any time through staff development opportunities or other work as assigned. All made up work must be prior approved by the Building Administration or Special Education Director.

Section 6. Flex Learning Days:

Subd. 1. District Notice to Paraprofessionals: The Superintendent may designate up to five flex-learning days per school year. When the Superintendent designates a regular school day as an flex-learning day, the District will make reasonable efforts to notify paraprofessionals through the District's normal communication methods for inclement weather at least two hours before the normal school start time.

Subd. 2. Flexible Learning Day Expectations: The expectation for employees is to work during a Flex Learning day. If an employee chooses not to work, they will need to communicate this to their building principal. Job duties during a Flexible Learning Day could include; virtual meetings with students and other staff, preparing materials for lessons, online professional development opportunities, and any other duties as assigned.

Subd. 3. Paraprofessional Location: Paraprofessional are not required to be physically present at a District building on a Flex-earning day. Weather permitting, however, paraprofessionals may choose to access their assigned building during a Flex Learning Day.

Subd. 4. Communication Methods: Paraprofessionals will use the District's electronic systems (email, phone, voicemail, and Google Classroom) to communicate with students on flex-learning days in accordance with instructions from the classroom teacher or case manager. Paraprofessionals will be provided a device from the District. If an electronic device is not available in the building, the paraprofessionals will work with the building administrator, classroom teacher, or case manager to make alternate arrangements.

Subd. 5. Personal Costs: Paraprofessionals may not seek reimbursement from the District for any personal cost that they incur in connection with an flex-learning day, including, but not limited to, any costs associated with using electricity, the internet, a hotspot, or a personal device. Prior approval of any professional development opportunities on a flex-learning day would need to be obtained by the building principal or special education director.

Subd. 6. Paid Leave: The district will abide by MN State Statute 120A.414 Sub 6 E Learning Days - Other School Personnel.

Section 7. Professional Development:

**Section 7. Professional Development:**

**Subd. 1. Upon Hire:** Within the first 60 days of employment, an employee will conduct training in emergency procedures, confidentiality, vulnerability, reporting obligations, discipline policies, roles and responsibilities and a building orientation, per MS 120B.363.

**Subd. 2 Documentation:** The district will record professional development activities for all required employees.

**ARTICLE XI: HOLIDAYS**

**Section. 1. Twelve Month Employees:** Twelve (12) month employees, as defined in Article III

(Definitions) Section 3, will receive ten (10) paid holidays proportionate to the extent of their employment. Designated holidays are:

New Year's Day	Good Friday	Memorial Day
July 4 <sup>th</sup>	Labor Day	Thanksgiving Day
Friday after Thanksgiving Day	Christmas Eve Day	Christmas Day
New Year's Eve Day		

**Section 2. Nine Month Employees:** Nine (9) month employees, as defined in Article III

(Definitions) Section 3, will receive six (6) paid holidays proportionate to the extent of their employment. Designated holidays are:

News Year's Day	Good Friday	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve Day	Christmas Day

**Section 3. Holidays On Non-Scheduled Work Days:** Holidays that fall on weekends or a day that school is in session will be observed on a day established by the School District.

**ARTICLE XII: VACATIONS**

**Section 1. Eligibility:** This section shall apply to 12 month employees as defined in Article III (Definitions) Section 3, proportionate to the extent of their employment.

**Section 2. Earned Vacations:** Twelve (12) month employees under these provisions shall accrue vacations as follows:

5/12 day for each month of service during the first five years of service in the School District. (Equivalent to five (5) days per year.)

5/6 day for each month of service beginning with the 6<sup>th</sup> year of service in the School District. (Equivalent to ten (10) days per year.)

**Section 3. Application:**

**Subd. 1. Eligibility:** Earned vacation time shall be determined as of July 1<sup>st</sup> of each

year. Employees hired between January 1<sup>st</sup> and July 1<sup>st</sup> shall not be eligible for vacation as a matter of right until July 1<sup>st</sup> of the following year but may be permitted to take vacation at the discretion of the Community Education Coordinator and/or Superintendent.

Subd. 2. Resignation: If the employee resigns before completing a full year of service the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from his/her final paycheck. An employee who has completed at least one (1) year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks advance written notice of the resignation time.

Subd. 3. Scheduling: The employer reserves the right to schedule vacations to best meet the needs of the district and/or Kids Company schedule.

### **ARTICLE XIII: GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, 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 behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be altered by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by this Agreement.

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

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of this Agreement allegedly violated and the particular relief sought within twenty days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School District, provided such appeal is made in writing within five days after receipt of the decision of Level II. If a grievance is properly appealed to the School District, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School District, a committee or representative(s) of the School Board may be designated by the School District to hear the appeal at this level, and report its findings and recommendations to the School District. The School District shall then render its decision.

Section 6. School District Review: The School District reserves the right to review any decision issued under Level I or Level II of the procedure provided the School District or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School District reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following the decision of Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days 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 appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided therein shall constitute a waiver of the grievance.

Subd. 4. 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. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decisions: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him or her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA of 1971, as amended.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator; the cost of the transcript or recording, if requested by either or both parties shall be borne by the requesting party.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or



disagreements relating to grievance properly before the arbitrator pursuant to the terms of this procedure. The arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

#### **ARTICLE XIV: DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for the period commencing on July 1, 2023 through June 30, 2025 , and thereafter until modifications are made pursuant to the PELRA of 1971, as amended. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to say expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete agreement between the School District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Finality:** Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the terms 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.

**Schedule A:2023-2025 Salary and Additional Compensation**

Classification	School Year	Step1	Step 2	Step 3	Step 4	Step 5	Step 5
Nurse	FY24	\$ 24.32	\$ 25.47	\$ 26.63	\$ 27.77	\$ 28.35	\$ 28.92
	FY25	\$ 25.32	\$ 26.47	\$ 27.63	\$ 28.77	\$ 29.35	\$ 29.92
SLP Asst / Transliterator / Facilitator	FY24	\$ 24.32	\$ 25.47	\$ 26.63	\$ 27.77	\$ 28.35	\$ 28.92
	FY25	\$ 25.32	\$ 26.47	\$ 27.63	\$ 28.77	\$ 29.35	\$ 29.92
COTA	FY24	\$ 24.32	\$ 25.47	\$ 26.63	\$ 27.77	\$ 28.35	\$ 28.92
	FY25	\$ 25.32	\$ 26.47	\$ 27.63	\$ 28.77	\$ 29.35	\$ 29.92
Non Licensed Young Royals Teacher	FY24	\$ 24.32	\$ 25.47	\$ 26.63	\$ 27.77	\$ 28.35	\$ 28.92
	FY25	\$ 25.32	\$ 26.47	\$ 27.63	\$ 28.77	\$ 29.35	\$ 29.92
Kids Company Site Lead	FY24	\$ 20.28	\$ 20.86	\$ 21.42	\$ 22.00	\$ 22.40	\$ 23.92
	FY25	\$ 21.28	\$ 21.86	\$ 22.42	\$ 23.00	\$ 23.40	\$ 24.92
Kids Company Lead	FY24	\$ 18.86	\$ 19.43	\$ 20.00	\$ 20.58	\$ 21.01	\$ 21.38
	FY25	\$ 19.86	\$ 20.43	\$ 21.00	\$ 21.58	\$ 22.01	\$ 22.38
Kids Company Associate	FY24	\$ 18.30	\$ 18.87	\$ 19.44	\$ 20.01	\$ 20.41	\$ 20.82
	FY25	\$ 19.30	\$ 19.87	\$ 20.44	\$ 21.01	\$ 21.41	\$ 21.82
Kids Company Assistant	FY24	\$ 13.76	\$ 14.33	\$ 14.90	\$ 15.49	\$ 16.05	\$ 16.63
	FY25	\$ 14.76	\$ 15.33	\$ 15.90	\$ 16.49	\$ 17.05	\$ 17.63
Para	FY24	\$ 18.30	\$ 18.87	\$ 19.44	\$ 20.01	\$ 20.41	\$ 20.82
	FY25	\$ 19.30	\$ 19.87	\$ 20.44	\$ 21.01	\$ 21.41	\$ 21.82

**Longevity Increment:** To encourage and reward career employment with the School District, the following longevity increment plan will be in effect for all employees. The hourly increment will be written as an extra on the contract, but figured into the total hourly rate. Step and longevity increases will be based on the employee's date of hire or the most recent date of hire in the district if the employee had a break of service.

Years of Consecutive Employment to the District:

(0-4)	No Longevity increase
(5-9)	\$.50 per/hour increase
(10-14)	\$.75 per/hour increase
(15-19)	\$1.00 per/hour increase
(20+)	\$1.25 per/hour increase

**Educational Bonuses:**

- Nurse Educational Bonus: Nurses may earn one of the following bonuses:
  - Nurses with a CMA certification will earn an additional \$2.00/hour.
  - Nurses with an LPN certification will earn an additional \$3.00/hour.
  - Nurses with a 2-year RN degree will earn an additional \$4.00/hour.
  - Nurses with a 4-year RN degree will earn an additional \$5.00/hour
- Speech Language Pathology Assistant Educational Bonus: Speech language pathology assistants may earn one of the following bonuses:
  - Speech language pathology assistants with a 2-year associates degree in a field related to communication disorders will earn an additional \$4.00/hour.
  - Speech language pathology assistants with a 4-year associates degree in a field related to communication disorders will earn an additional \$5.00/hour.
- Certified Occupational Therapy Assistant Educational Bonus: Certified Occupational Therapy Assistants with a 2-year associate's degree will earn an additional \$5.00/hour.

**Highly Qualified Paraprofessional Bonus:** Current employees who have achieved the District's Highly Qualified Status will receive a one-time \$300 stipend. The Highly Qualified Status is achieved by completing one of the following benchmarks:

**Paraprofessional with Less than Three Years' Experience:** An employee with less than three (3) years' experience as a paraprofessional, must meet one of the following or have the Professional Educator Licensing and Standards Board (PELSB) paraprofessional credential:

1. At least two years of college credits (usually 60 credits in Minnesota) through an accredited institution of higher education; or
2. An associate's or higher degree;
3. A passing score on a valid and reliable formal assessment (Para Pro, Para Educator or an equivalent assessment test approved by the district) demonstrating the knowledge and ability to assist with instruction in reading/language, writing, mathematics or readiness for each.

**Paraprofessional with at Least Three Years' Experience:** Employee with more than three (3) years of experience as a paraprofessional, must meet one of the following or have the PELSB professional credential:

1. At least two years of college credits (usually 60 credits in Minnesota) through an accredited institution of higher education; or
2. An associate's or higher degree;
3. A passing score on a valid and reliable formal assessment (Para Pro, Para Educator or an equivalent assessment test approved by the district) demonstrating the knowledge and ability to assist with instruction in reading/language, writing, mathematics or readiness for each; or
4. Has three years' experience working as a paraprofessional and has met the requirements of the Paraprofessional Credential Competency Grid.

For the first two options, a specific course of college study is not required though the individual must be able to demonstrate the ability to assist with basic skills instruction. In all cases, the individual must demonstrate proficiency in the English Language. States, including the Minnesota Department of Education (MDE), may not waive the requirements for special education personnel, related service providers or paraprofessionals on an emergency, temporary or provisional basis.

If an employee does not have the first two options, the district will pay for:

1. The first test assessment fee. If the first attempt results are not within the passing score, all other tests will be the responsibility of the employee.
2. In the 2023-2024 school year, the district will pay for up to 10 hours of paid time for preparing, studying and taking the assessment test or requirements to complete the Paraprofessional Credential Competency Grid.
3. In the 2024-2025 school year, the district will pay for up to 15 hours of paid time for preparing, studying and taking the assessment test or requirements to complete the Paraprofessional Credential Competency Grid. All hours must be pre-approved by the Special Educator Director.


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

**EDUCATION MN-WM ESP:**

**INDEPENDENT SCHOOL DISTRICT 111:**

  
Co-President

  
Board Chair

  
Co-President

  
Board Chair

Dated this 18 day of March, 2024

Dated this 18 day of March, 2024



## **Watertown Mayer Public Schools**

### **Addendum - Sick Leave Bank**

**A. Medical Emergency.** The District and Association have established a sick leave bank (SLB) for qualifying employees and immediate family who experience a “medical emergency.” A “medical emergency” is defined as a medical condition of the employee that will require a prolonged absence from duty (meaning more than 5 consecutive duty days) and will result in a substantial loss of income because the teacher or employee has exhausted all forms of paid leave.

**B. Donations.** Donations into the Sick Leave Bank will be open to all qualifying employees. Employees who choose to become a member of the SLB must donate one (1) day or eight (8) hours of their accumulated sick leave to the Sick Leave Bank. Employees will need to complete a donation form indicating participation by the 15th day of September the school year. An employee that previously declined membership, or is newly hired, can elect to participate at the beginning of the next school year. A completed SBL form must be completed and submitted to the District Office by the fifteenth (15<sup>th</sup>) day of September. Any employee who does not complete the proper form by the deadline stated within this section will not be a member of the Sick Leave Bank for that year.

**C. Renewing SLB Balance.** If the Sick Leave Bank reaches a balance below 120 days or 960 hours, each member will be notified and an additional donation of 1 (one) day or eight (8) hours to the SLB. If the employee does not donate the additional day or hours within the timeframe established by the school district, will not be a renewed member of the sick leave bank. At the renewal time, each member will need to complete a new SBL form. The SLB may not go into a negative balance.

**D. Application Process.** Employees who want to request a withdrawal of leave from the SLB must submit a written application to the District along with a medical certification from the teacher's or employee's treating physician. The District will approve the application if all criteria in this Section are met.

The application will be reviewed by the SLB committee. Members of the committees shall consist of: 2 teachers, 1 person from the administration contracts, 1 from the managers group, 1 from the food services and custodial group, 1 from the para group, 1 from Secretary group and 1 from the school board. The committee will make the final decision on granting the use of SLB approval. The committee's decisions are final and they cannot be grieved.

The SLB committee may approve fewer days than the employee requests, but the employee may reapply if approved days are exhausted. The number of approved days will be deducted from the SLB upon use by the employee.

**E. Limit and Eligibility for Other Benefits.** Employees may use up to 60 days or 480 hours from the SLB for full time employees. An employee may reapply if more days are needed. If a part time employees is granted SLB approval, the maximum amount of leave to be use is the employee's FTE \*60 days or 480 hours during their career with the School District. Employees will immediately become ineligible to draw from the SLB if they become eligible to receive long term disability benefits, workers' compensation, other pay, or other benefits from the District or the State in place of any part of their salary.