

**MASTER AGREEMENT**

**BETWEEN THE**

**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION NON-CERTIFIED STUDENT SUPPORT PERSONNEL**



**AND**

**INDEPENDENT SCHOOL DISTRICT #719  
PRIOR LAKE, MINNESOTA**



**EFFECTIVE**

**JULY 1, 2024 - JUNE 30, 2026**

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## **ARTICLE I PURPOSE**

**Section 1. Parties:** This Agreement is entered into between Independent School District 719, Prior Lake, Minnesota, hereinafter referred to as the school district, and Minnesota School Employees Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for the employees as defined in Article III during the duration of this agreement.

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

**Section 1. Recognition:** In accordance with the P.E.L.R.A., the school district recognizes the Minnesota School Employees Association as the exclusive representative for non-certified student support personnel employees employed by the school district, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this agreement and P.E.L.R.A. and the Bureau of Mediation Services certification in Case No. 18PCE0416.

## **ARTICLE III DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the District's personnel policies affecting the working conditions of the employees.

**Section 2. Description of Appropriate Unit:** For purposes of this agreement, the appropriate unit shall mean all non-certified student support personnel as defined in Article XII, Section 2 Classifications, employed for fourteen (14) hours or more per week, by Independent School District No. 719, Prior Lake-Savage, Prior Lake, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.

**Section 3. Definition:** Any reference in this Agreement to the School Board, Board, School District, or District shall mean the School Board or its officials designated to act on its behalf.

**Section 4. P.E.L.R.A.:** P.E.L.R.A. shall mean the Public Employment Labor Relations Act of 1971, as amended.

**Section 5. Standard Work Day:** An employee's standard work day shall be the number of hours specified in their Notice of Assignment, or in the most recent notice of change in assignment as approved by the School Board or designee.

**Section 6. Full-Time:** A full- time employee is defined as an employee who works thirty (30) hours or more per week and whose position is for nine (9) consecutive months or more during a contract year as determined by the school calendar.

**Section 7. Part-Time:** A part-time employee is an employee who is not full-time, as defined in Article III, Section 6 above.

**Section 8. Other Terms:** Other terms not specifically defined here shall have the meaning given them under the P.E.L.R.A. (Public Employees Labor Relations Act).

#### **ARTICLE IV SCHOOL BOARD RIGHTS**

**Section 1. Inherent Managerial Rights:** The exclusive representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Section 2. Management Responsibilities:** The exclusive representative recognizes the right and obligation of the School Board to manage efficiently 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. Effective 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 governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders, issued by properly designated officials, to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state.

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

#### **ARTICLE V EMPLOYEE RIGHTS**

**Section 1. Right to Views:** Pursuant to M.S. Sec. 179A.06, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or their 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 purposes of negotiating grievance procedures and the conditions of employment for employees of such unit with the School Board.

**Section 3. Request for Dues Check Off:** Pursuant to P.E.L.R.A. the exclusive representative shall be allowed dues checkoff. Upon receipt by the School District of a properly executed authorization card of the employee involved, the School District will deduct in equal installments from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative during the period provided in said authorization beginning with the first paycheck after receipt of the executed authorization card.

**Section 4. Remission of Withheld Funds:** The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the School District together with an itemized statement to the Minnesota School Employees Association no later than ten (10) days following the end of each month.

**Section 5. MSEA List:** The School District shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report will usually be provided to the Association on a monthly basis following the regularly scheduled School Board meeting. The report will be transmitted to the Association usually no later than one week following the approval of personnel items at the regularly scheduled School Board meeting.

**Section 6. Access to Information:** Upon reasonable written notice, the District shall provide access to District financial information, budgets and such other information necessary to the effective performance of the duties of the exclusive representative.

**Section 7. Personnel Files:** All personnel files shall be available during regular school business hours to each individual employee upon twenty-four (24) hours written notice. Personnel files are defined as the file maintained in the Human Resources Department, the payroll history file, the health and life insurance files and other data that is deemed to be public data or private data on individuals as defined in the Government Data Practices Act. The employee shall have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein. The School District may destroy such files as provided by law.

**Section 8. Pay Dates:** Excluding summer programming, fulltime employees will be paid in twenty-four (24) equal payments. Employees that are less than fulltime will be paid in nineteen (19) payments. Employees will be paid on regularly scheduled pay days. In the event said dates fall on a weekend or a legal holiday, the checks will be issued on the last day preceding said weekend or legal holiday.

In the event circumstances cause the school board to change the regularly scheduled pay days, the district will provide a sixty (60) day notice of such action.

## **ARTICLE VI HOURS OF SERVICE AND DUTY YEAR**

**Section 1. Basic Work Week:** Duty days for the employees shall be set by the District school calendar (example: student contact days, workshop day, etc.)

**Section 2. Hours of the Day:** Hours of the day and days of the week that employees are to work shall be scheduled by the District administration. Employees will work at least the number of days and hours designated in the assigned schedule at the beginning of the school year (or at the date of hire) unless notice of a permanent schedule is provided. The District will, provide ten (10) working days' notice if there is to be a permanent change in the work schedule.

**Section 3. Overtime:** Overtime for work beyond forty (40) hours a week shall be assigned and preapproved by the immediate supervisor and be compensated at time and one-half (1 ½). Excepted from the above will be extra hours because of a school emergency when staff members are also called back unless they exceed forty (40) hours a week.

**Section 4. Temporary/Casual Employees:** The school district reserves the right to employ such personnel as it deems necessary whose positions are basically temporary or casual in character and are not more than sixty-seven (67) working days in any calendar.

**Section 5. Lunch Period and Rest Breaks:** A one-half (1/2) hour, unpaid lunch break shall be provided for employees who work at least six (6) consecutive hours per day in a regularly scheduled position. One (1) fifteen (15) minute break shall be provided for employees who work at least four (4) consecutive hours per day in a regularly scheduled position when workload allows as determined by the supervisor. For employees that are authorized a lunch period, if dictated by students needs they miss a lunch period, they will be compensated.

**Subd. 1. Media Support:** Media Support employees employed by the Prior Lake -Savage School District will have a working lunch allowing access to students during the lunch periods.

**Section 6. Notification of Assignment:** The School District will notify employees of their assignments for the upcoming school year by August 1 or as soon after that date as is practical.

**Section 7. School Closing:** In the event that school is closed for any reason and an announcement is made that "staff need not report," employees would be included in this announcement, employees shall receive the first day with pay but are expected to make up the other day(s) choosing one of the following options:

1. If the Superintendent calls for personalized, flexible learning (PFL) on days on inclement weather, work remotely with supervisor approval to provide a digital learning experience for students;
2. Work from a District building if the employee so chooses;
3. Use personal leave; or
4. Use unpaid time

Additionally, Media Support positions will have the option to make-up hours, with supervisor approval.



Should school be cancelled after an employees' normal work day begins and the employee is sent home by the superintendent, the employee shall be paid for their regularly scheduled hours. Based on student need, employees will be released by their supervisor.

**Section 8. In Service Training:** The School District will provide appropriate training sessions for employees at full pay.

**Section 9. Professional Improvement of Sign Language Interpreters/Language Facilitators/Cued Language Transliterator:** The employee will participate in professional development activities, which are directly related to their area of responsibility and other areas designated by their immediate supervisor. The School District shall reimburse the employee for all legally valid travel, lodging, and meal expenses and fees for attendance at professional conferences and meetings with other educational agencies. All professional development must have supervisor pre-approval.

## **ARTICLE VII RATES OF PAY**

**Section 1. Successor Agreement:** In the event a successor Agreement is not entered prior to the expiration of this Agreement, an employee shall be compensated according to the employee's then rate of pay until a successor Agreement is signed and ratified. The remainder of this Agreement shall remain in full force and effect until a successor agreement is entered into. Any changes to rates of pay or benefits shall be negotiated upon for all current employees who are or have worked during the contract period.

**Section 2. Classification:** Employees represented by the Exclusive Representative herein shall be employed in classifications and positions as set forth in Article XII, Section 2.

**Section 3. Basic Rates of Pay:** Rates of pay shall be effective July 1 of each year and shall be paid in accordance to the wage scale on Appendix A.

**Section 4. Rate of Pay for Employees Substituting for Others in this Bargaining Unit:**

**Subd.1. Rate of Pay:** At the direction of the supervising teacher or building Principal, if an employee is required to sub in a position of a higher classification of one (1) or more days, the employee will receive the higher rate of pay for those day(s) at the same step they are currently receiving.

## **ARTICLE VIII LEAVE OF ABSENCE**

**Section 1. Sick Leave:**

**Subd. 1.** Each Employee shall receive twelve (12) days of paid sick leave per year, prorated based on 170 days. One day of sick leave is equal to the number of daily contracted work hours.

**Subd. 2.** Unused sick leave days may accumulate to a maximum credit of one hundred twenty (120) days of sick leave per employee at the culmination of the employee's work year.

**Subd. 3.** Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or disability of the employee or the employee's child which prevented attendance

and performance of duties on that day or days. Sick leave may also be used for the care of relatives in accordance with Minnesota Statute 181.9413.

Subd. 4. Medical documentation may be required in order to obtain sick leave benefits.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. Sick leave shall be deducted in hourly increments.

Subd. 6. Sick leave pay shall be approved only upon submission of a request through the district designated absence system.

Subd. 7. Sick leave may be utilized during a 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.

**Section 2. Workers' Compensation:** Pursuant to Minnesota law, 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 3. Bereavement Leave and Emergency Leave:** Employees shall be granted paid bereavement leave up to eight (8) days per contract year, prorated based on 170 days, with full pay for a death in the employee's immediate family, as described in Subd. 1, Subd. 2, and Subd. 3 below:

Subd. 1. Family Bereavement Leave: Employees may use bereavement leave for the death of the following family members: spouse, fiancé, domestic partner, child, son/daughter-in-law, parent, father/mother-in-law, grandparents, grandparents-in-law, grandchild, sibling, or the employees spouse's brother/sister-in-law, uncle, aunt, nephew, niece or cousin.

Subd. 2. Emergency Leave: Employees may also use sick leave for daycare closures due to the illness of children or the facility manager. The School District may require supporting documentation in the case of a daycare closure.

Subd. 3. Funeral of a Friend: Employees will have one (1) annual non-accruing bereavement leave day for the funeral of a friend.

Subd. 4. Bereavement and emergency leave will be deducted from sick leave.

Subd. 5. One day of bereavement and emergency leave is equal to the number of daily contracted work hours.

**Section 4. Personal Leave:**

Subd. 1. Employees that work 170 days per year shall be granted four (4) days of personal leave per year. Employees that work less than 170 days per year shall be granted three (3) days of personal leave per year.

Subd. 2. One day of personal leave is equal to the number of daily contracted work hours.

Subd. 3. Unused personal leave days may roll over a maximum of four (4) days.

Subd. 4. All personal leave requests must be submitted in the district's electronic reporting system at least twenty- four (24) hours in advance except in the event of an emergency.

**Section 5. Child Care Leave:** A employee may be afforded a child care leave of absence of no more than twelve (12) months, provided the employee follows the procedures outlined in this section.

Subd. 1. An employee shall notify the Director of Human Resources in writing no later than the end of the fifth (5th) month of pregnancy and at such time provide a physician's statement indicating the estimated date of delivery of the child. An employee may utilize sick leave pursuant to Article VIII, Section 1, during the period of disability. The sick leave must be taken prior to the implementation of the child care leave provided in this section. The combination of child care leave and sick leave shall not exceed twelve (12) months except by mutual consent of the parties. However, in the case of miscarriage, stillbirth or death of the child, the employee may return to a position at the same wage rate for which qualified prior to the leave.

Subd. 2. An employee shall submit a written request to the Director of Human Resources for the child care leave, including commencement date and return date.

Subd. 3. The school district may adjust the proposed beginning or ending date of the child care leave at its discretion.

Subd. 4. An employee returning from a child care leave shall be re-employed in a position at the same rate of pay for which the employee was qualified prior to the leave, provided the employee returns on the date approved by the school district, unless changed by mutual consent of the employee and the school district.

Subd. 5. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination unless the school district and employee mutually agree in writing to an extension of the leave.

Subd. 6. An employee on child care leave is eligible to participate in group insurance programs, if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section.

Subd. 7. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.

Subd. 8. The parties agree that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. An employee who returns from child care leave, within the provisions of this section, shall retain all previous experience credit and any unused leave time accumulated under the provisions of

this agreement at the commencement of the beginning of the leave. An employee shall not accrue any additional experience credit for leave time during the period of the child care leave.

**Section 6. Adoption Leave:** Adoption leave shall be granted without pay for periods of time not exceeding six (6) months when application is made by an employee to the Superintendent of Schools.

**Subd. 1.** Failure of the employee to return, pursuant to the date determined in this section, constitutes grounds for termination in the school district, unless the school district and employee mutually agree in writing to an extension of the leave.

**Subd. 2.** An employee who returns from adoption leave, within the provisions of this section, shall retain all previous experience credit and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The employee shall not accrue any additional experience credit for leave time during the period of adoption leave.

**Subd. 3.** An employee on adoption leave is eligible to participate in group insurance programs, if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain commencing with the beginning of the adoption leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district, pursuant to this section.

**Subd. 4.** The parties agree that periods of time for which the employee is on adoption leave shall not be counted in determining the completion of the probationary period.

**Section 7. Jury Duty:** Employees who are called for jury duty will receive their regular pay from the district but must submit to the district any compensation received for jury duty service, exclusive of mileage or other reimbursement.

**Section 8. Military Leave:** Military leave shall be granted pursuant to applicable law.

**Section 9. Association Leave:** The School District will provide for such leaves as provided in Statute.

**Section 10. School Conference and Activity Leave:** The School District will provide for such leaves as provided in Statute.

**Section 11. Unpaid Leave of Absence:** Unpaid leaves of absence will be approved accordance with district policy 410.

## **ARTICLE IX HOLIDAYS**

**Section 1. Paid Holidays:** Eligible employees shall be granted eleven (11) paid holidays designated by the School Board and subject to the other provisions of this article.

**Section 2. Weekends:** Holidays that fall on weekends will be observed on the day established by the school district.

**Section 3. School in Session:** The school district reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

**Section 4. Application:** In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless on an excused illness, leave or on vacation under these provisions.

**Section 5. Eligibility:** Holiday benefits, as defined in this article, shall apply to full-time employees as defined in Article III. Section 6. Such holidays shall be paid where they fall within the applicable work year.

## **ARTICLE X GROUP INSURANCE**

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

**Section 2. 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 claims shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

**Section 3. Duration of Insurance Contribution:** An employee is eligible for school district contribution, as provided in this article, as long as the employee is employed by the school district and according to federal law. Upon termination of employment, all district contribution shall cease.

**Section 4. Eligibility:** Employees shall be eligible for school district contributions toward the group insurance plan, provided in this article, when employed for thirty (30) or more hours per week.

**Section 5. Health and Hospitalization:** The school district shall contribute up to the amount of single VEBA coverage for each eligible bargaining unit employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan. Any added premium cost shall be borne by the employee and paid by payroll deduction.

Beginning the 2024-25 fiscal year, if an employee selects the VEBA plan, the District will make a \$900 annual contribution to the employee's VEBA HRA in two equal installments. First installment will be contributed in September or the first date of employment. The second installment will be contributed in January. If hired after January 1st, the entire prorated amount will be contributed on the first date of employment.

Beginning the 2025-26 fiscal year, if an employee selects the VEBA plan, the District will make a \$1200 annual contribution to the employee's VEBA HRA in two equal installments. First installment will be contributed in September or the first date of employment. The second installment will be contributed in January. If hired after January 1st, the entire prorated amount will be contributed on the first date of employment.

**Section 6. Term Life Insurance:** the school district will contribute the amount needed to provide for an amount equal to fifty thousand dollars (\$50,000) for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's group term life insurance plan. Any added premium cost for optional coverage shall be borne by the employee and paid by payroll deduction.

**Section 7. Dental Insurance:** The school district shall contribute the amount of thirty four dollars and ninety cents (\$34.90) per month for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group dental insurance plan. Any additional costs of the premium shall be borne by the employee and paid by payroll deduction.

**Section 8. Continuation of Eligibility:** Eligible employees who sever employment shall be eligible to continue in the school district group medical and dental insurance program in accordance with federal and state law.

#### **ARTICLE XI 403(B) TAX DEFERRED PLAN**

**Section 1. Eligibility:** Employees who are regularly employed with the School District shall be eligible to participate in a 403(b) contribution plan pursuant to M. S. 356.24 and district policy 404.

#### **ARTICLE XII SENIORITY, REDUCTION, LAYOFF AND RECALL**

**Section 1. Seniority Recognition:** The parties recognize the principle of seniority in the event of a reduction in the work force and for determination of benefits within the District.

**Section 2. Classifications:** For the purposes of this Agreement, the following job classifications and positions shall exist:

- Classroom Monitor
- Early Childhood Family Education Assistant
- Language Facilitator
- Media Support
- Lunchroom Supervisor
- Sign Language Interpreter
- Cued Language Transliterater
- Special Education Center-based Paraeducator, includes ECSE
- Special Education Resource Paraeducator
- Special Needs Nurse
- Student Support Paraeducator

#### **Section 3. Seniority Date:**

**Subd. 1. District Seniority:** Upon the satisfactory completion of the probationary period, an employee's seniority shall revert back to their first day of continuous permanent service in the bargaining unit. If more than one (1) employee begins work on the same day, seniority ranking for such employee shall be determined by the employee's ID number.

Subd. 2. Position Seniority: Position Seniority shall accrue only while actively working in a specific position. If more than one (1) employee begins work in the same position on the same day, seniority ranking for such employee shall be determined in the same manner as outlined in District Seniority. Any employee transferred or re-employed in another classification or position retains but does not accumulate their seniority in their original position and, in addition, commences seniority in their new position.

**Section 4. Lay-off/Reduction Notice:** At least ten (10) business days written notice shall be given to any employee who is being laid off or have their hours reduced by the School District. Said notice shall include the effective date of layoff or reduction and the reason for layoff or reduction.

**Section 5. Lay Off:** A member of the Association who is placed on layoff during the school year shall be able to exercise their rights under this Article at a time mutually agreeable to the district and the union and which does not impact the educational programming of students. The selection of employees for lay off shall be made in reverse order of seniority within position as listed in Article XII, Section 2. An employee so affected who is more senior than one or more other employees within that position shall be assigned to that position that is held by the least senior employee with an equal, or closest to equal, number of hours, or shall be transferred into another position if the following criteria are met:

Subd. 1. The employee has seniority in that position over any employee within that position who would be displaced by the transfer.

Subd. 2. The employee has the ability to perform the duties assigned and meets the requirements of the position.

Subd. 3. Seniority is not a determining factor for lay-offs if an employee is currently on an improvement plan.

**Section 6. Reductions in Hours:** The district has the right to reduce hours of positions because of program changes and/or financial limitations. If the number of hours an employee is assigned to work is reduced by five or more hours per week, he or she may accept the reduction in hours, or shall be assigned to the same position that is held by the least senior employee whose assignment is closest to, but not greater than, the assignment originally held by the employee whose hours are being reduced. The employee displaced by this reassignment may accept the assignment of the person whose hours are being reduced or may request reassignment based on a reduction in hours. The reassignment should occur at a time mutually acceptable to the union and the district and does not affect the educational programming for students. Any employee so affected may, at his or her discretion, be placed on layoff in lieu of accepting an assignment to a position with fewer hours.

If all employees in a position are reduced by a similar amount of time due to reductions for the following school year, the district will attempt to maintain benefit status by seniority, for as many employees as feasible.

Employees that choose layoff go to the bottom of the layoff recall list based on the day the district is notified.

**Section 7. Recall:** An employee on lay off or reduction of hours shall retain seniority and right to recall to a position that is equal in hours to the position the employee previously had seniority rights to or held

immediately prior to lay off. An employee on lay off or reduction of hours who accepts recall to a position for fewer hours than the position the employee previously has seniority rights to or held immediately prior to lay off or reduction of hours shall retain his or her right to recall to a position that is equal in hours to the position he or she previously had seniority right to or held immediately prior to lay off, or had hours reduced. Employees on lay off or reduction of hours shall be recalled in seniority order within the position. No new employees will be hired while employees who are qualified to perform the duties of the job, and are willing to accept the positions open, are on lay off or reduction of hours. An employee on lay off or reduction of hours shall be eligible for recall for a period of twenty-four (24) consecutive months following the date of lay off or not in excess of the member's accumulated seniority within the District. An employee on layoff or reduction of hours shall provide a current address in writing to the District to retain recall rights.

**Section 8. Termination of Seniority:** Seniority rights shall terminate upon resignation or termination of an employee pursuant to the Agreement or after twenty-four (24) consecutive months of lay off. An employee on the recall list who refuses a position of like hours to their last assignment shall be removed from the recall list and lose their seniority rights.

**Section 9. Seniority List:** Every fiscal year a current seniority list shall be posted in all building locations by December 1, with a copy to the steward(s). Employees shall have fourteen (14) calendar days after the seniority list is posted to notify the District office of any adjustments needed.

**Section 10. New Positions and Classifications:** New classifications created by the employer will be evaluated for banding and grading as required by statute and assigned to a bargaining unit as determined by the District. The District must notify the bargaining unit representative once the determination has been made. The notification will include the particulars of the new position or classification.

## **ARTICLE XIII VACANCIES, POSTINGS AND TRANSFERS**

### **Section 1. Postings**

**Subd. 1. Permanent Vacancies:** Notice of all permanent vacancies shall be posted on the District employment website. The postings shall be posted on the District website at least five (5) business days in advance of filling such vacancies. For purposes of this Article, a permanent vacancy shall be defined as any vacancy anticipated to last for a period of more than sixty-seven (67) consecutive days or more in any calendar year. The school district may temporarily fill a posted position by assignment or temporary hire to meet the district's immediate needs.

**Subd. 2. Existing Positions:** An existing position that is not eligible for inclusion in the unit shall be posted if the hours allocated to it are increased to the point that the position is eligible for inclusion in the unit.

**Section 2. Application for Vacancies:** All employees under this Agreement may apply by submitting an application as an internal candidate for any vacancy, which is posted, pursuant to this Article.

**Section 3. Filling Vacancies:** The District and the Exclusive Representative agree that the selection of personnel is an inherent managerial right. The District, however, understands that employees who have



obtained seniority within a classification believe that seniority should be considered when selecting personnel to fill vacancies covered by this agreement provided the employee has the qualification(s) to perform the duties and responsibilities of the positions and has satisfactory performance.

Subd. 1. The District shall have the exclusive right to determine if applicants for the vacancy are qualified under Art XII, Sec 3.

**Section 4. Notice of Change in Assignment and/or Hours:** If the District changes an employee's assignment or number of hours, the employee shall receive a notice of such change from the District.

Subd. 1. Effects on Benefits: Once a change in hours has occurred and notice has been issued by the District, all benefits shall be based on the new number of hours starting on the effective date.

#### **Section 5. Transfers:**

Subd. 1. Voluntary Transfers: Any employee who wishes to transfer from one building to another, or who wishes to be given an assignment that provides for more hours, must submit the request for transfer to the Director of Human Resources, no later than the end of the school year. Such requests may be taken into consideration when making assignments for the next school year, but under no circumstances shall the District be required to grant any such request. Requests submitted at the end of one school year shall be considered only for assignments made for the next school year.

Subd. 2. Involuntary Transfers: Nothing in this Agreement shall prohibit the District from transferring an employee from one building to another, or from one classification to another. Such transfers shall not result in a reduction in an employee's hourly rate of pay except in cases of disciplinary action or reduction of positions.

Subd. 3. Transfer Notice: For any transfers, whether voluntary or involuntary, the District shall give the employee a notice prior to the transfer going into effect.

### **ARTICLE XIV PROBATIONARY PERIOD, AND DISCIPLINE, DISCHARGE**

**Section 1. Probationary Period:** An employee under the provisions of the Agreement shall serve a probationary period of one (1) year of continuous service during which time the school shall have the unqualified right to discharge such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as discharge is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have

been violated. A new employee shall not be considered a permanent employee until the employee has served a one (1) year probationary period. Subsequent to that period, the employee shall attain permanent status and be discharged only for just cause. A summer break or an approved leave of absence is not a break in service.

**Section 2. Probationary Period – Transfers/Promotions:** An employee who is voluntarily transferred from one position within a wage classification to another position within wage classification, or; whom is promoted to a higher graded classification shall serve a ninety (90) day probationary period. If it is

determined by the school district that the employee's performance in the new position is unsatisfactory, the school district shall have the right to re-assign the employee to their former position.

**Section 3. Progressive Discipline:** Disciplinary action shall normally include the following measures and shall normally be administered progressively in the following order: Disciplinary action may be taken against an employee for just cause. Any disciplinary action shall comply with district policy, law and regulation. The school district or designee shall have the right to discipline/discharge an employee for just cause. Disciplinary actions by the school district or their designee may include, but are not limited to, the following actions:

Subd. 1. Verbal Warning

Subd. 2. Written Reprimand

Subd. 3. Suspension

Subd. 4. Discharge

The District reserves the right to use the appropriate level of discipline based on the seriousness of the offense and other relevant factors.

**Section 4. Meetings to Discuss Discipline Measures:** If a supervisor meets with an employee to discuss issues that are determined to lead to potential disciplinary action, the employee has the right to have a union representative present.

**Section 5. Discharge Due Process:** No employee who has completed the probationary period, shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to explain the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference with the District which shall be conducted after advance notice to the employee and their Union representative who shall be permitted to attend the conference.

**Section 6. Disciplinary Action Records:** A written record of all disciplinary actions within the meaning of this article shall be provided to the involved employee(s) and will be entered into the employee's personnel record. Investigations into conduct, which do not result in disciplinary action, however, shall not be entered into the employee's personnel record. The disciplined employee shall be entitled to submit a written response to be included in the employee's personnel record.

## **ARTICLE XV GRIEVANCE PROCEDURE**

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

**Section 2. Representative:** The administrator or School District may be represented during any step of this procedure by any person or agent designated by such party to act in their behalf. The employee shall

be represented by the Union or its designee to act in their behalf during all steps of the formal procedure. This provision does not usurp any of the powers provided the Union under the P.E.L.R.A.

### **Section 3. Definitions and Interpretations:**

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

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

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

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.

Subd. 5. Administrative Supervisor: The immediate supervisor to whom the aggrieved is responsible.

Subd. 6. Disposed: A settlement of a grievance to the satisfaction of both parties, which has been reduced to writing.

Subd. 7. Release Time: To the extent feasible, the processing of grievances shall be conducted during the normal business hours of the employer, outside of student contact time. Employees designated by the exclusive representative shall be released from work without loss of pay as a result of their necessary participation in meetings or hearings held, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance, unless the person is a party to the grievance.

**Section 4. Time Limitation and Waiver:** An effort shall be made to adjust an alleged grievance informally between the employee and the Board's designee. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Board's designee, setting forth the facts and the specific provision of the contract allegedly violated and the particular relief sought within 20 days after the alleged grievance occurred. Failure by the district representative to respond at Level I or II shall result in acquiescence to the last statement of the grievant. 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 period, hereafter provided, shall constitute a waiver of the grievance. The parties may by written mutual agreement waive participation in the grievance steps and may similarly agree to extend the time limits established in this Article.

**Section 5. Informal Discussion:** In the event that an individual or group of individuals believes that there is a basis for a grievance, he/she or they may first discuss the alleged grievance with their administrative supervisor either privately or accompanied by a representative without having reduced the grievance to writing. This must be done within 20 days of the event giving rise to the potential grievance.

**Section 6. Adjustment of Grievance:** The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner.

**Subd. 1. Level I:** If the grievance is not resolved through informal discussions, it shall be reduced to writing by the Union Representative and submitted to the Director of Human Resources. The written grievance shall be submitted within 20 days of the event giving rise to the potential grievance. The initial filing of a Level I Grievance must be confirmed in writing by the District by either email, fax, or letter. The Director of Human Resources shall give a written decision on the grievance including reasons therefore to the parties involved within ten (10) days after receipt and acknowledgement 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 of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or their designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the superintendent or their designee shall issue a decision in writing, including reasons therefore, 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 Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the Board, the Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within fifteen (15) days after the meeting, the Board shall issue its decision in writing, including reasons therefore, to the parties involved. At the option of the Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the Board. The Board shall then render its decision in writing, including reasons therefore, to the parties involved.

**Section 7. School Board Review:** The Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the Board reviews a grievance under this section, the Board reserves the right to reverse or modify such decision.

**Section 8. Denial of Grievance:** Failure by the Board to issue a decision at Level III within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

**Section 9. Arbitration Procedure:** In the event that the employee and the Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1. Notification:** A notification 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 fifteen (15) days 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 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 of the receipt of the list from the BMS, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached within the ten days, either party may request the BMS to appoint an arbitrator, pursuant to M.S. 179A.21, Subd. 2, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. The failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance information: Upon appointment of the arbitrator, the appealing party and the Board, may within five (5) days after notice of appointment, forward to the arbitrator the submission of the grievance, which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Respective position of the grievant or Board.
4. The written documents relating to Article XV, Section 6 of the grievance procedure.

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 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: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. 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 in the P.E.L.R.A.

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. A transcript or recording shall be made of the hearing at the request of either party, with the requesting party responsible for the cost of such transcript or recording. 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 arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly presented before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration

to the statutory rights and obligations of the public-school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations; along with the statutory rights of the employee.

**Section 10. Miscellaneous:**

Subd. 1. Records: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from employee personnel files.

**ARTICLE XVI MISCELLANEOUS**

**Section 1. Mileage Reimbursement:** Employees who are required to drive their personal vehicles between job sites during their duty day will be reimbursed at the IRS rate in effect for that time period. To obtain reimbursement, employees must comply with all record keeping requirements and submit a timely expense report in compliance with any applicable School District policies.

**Section 2. Eye Glasses/Contacts/Hearing Aids:** The School District will pay up to four hundred and seventy five dollars (\$475.00) per year for replacement of eye glasses, contacts, or hearing aids of the employee that are broken or damaged by a student or an occupational incident when the employee is fulfilling the duties of their position. The incident must be reported at the time of occurrence to the employee's supervisor, and the employee must complete an incident report.

**Section 3. Working Events Outside of Normal Schedule:**

Subd. 1. Association members will have first consideration for any positions germane to their position, which is scheduled outside the assigned work schedule. This would include, but not limited to summer school, and student extracurricular events and activities. The need would be determined by the District. Pay will be in accordance with district guidelines. Additional hours of service, as defined in this section, do not count towards benefit eligibility.

Subd. 2. Activities outside of the regular contract day for Interpreters/Language Facilitators/Cued Language Translators: These hours and events will be paid at the rate of thirty-five dollars (\$35) an hour or time and a half (whichever is greater).

**Section 4. Professional Collaboration:** at the direction of Principal and Special Education Administration, Resource Paraeducators, Center-Based Paraeducators, and Early Childhood Special Education Paraprofessionals will receive an additional fifteen (15) minutes per day on the daily schedule to support student needs and professional collaboration.

**Section 5. Back to school/return to work:** Employees will be given no less than 30 calendar day written notice of their back to school/return to work date (inclusive of mandatory kick-off and back-to-school workshops).

## ARTICLE XVII DURATION

**Section 1. Term:** This Agreement will remain in full force and effect from July 1, 2024 through June 30, 2026, and thereafter until modifications are made pursuant to PELRA. If either party desires to amend or modify this Agreement commencing at the end of its term, that party must give written notice of such intent pursuant to PELRA. Unless otherwise mutually agreed to in writing, the parties may not commence negotiations for a new agreement before the term of this Agreement ends.

**Section 2. Complete Agreement:** This Agreement constitutes the full and complete agreement between the school district and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, letters of understanding, 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 terms and conditions of employment, whether or not referred to in this Agreement, will not be open for negotiation during the term of this Agreement, unless mutually agreed.

**Section 4. Severability:** The provisions of this Agreement shall be severable. If any provision of this agreement or the application of any such provision is held invalid, the remainder of this agreement will remain in full force and effect

**Section 5. Miscellaneous:** The School District agrees that no employee shall be harmed upon ratification and acceptance of this offer. Any employee hired prior to September 1, 2019, shall keep said benefits as listed in Appendix B for the duration of their employment in their assigned position. Employees will retain grandfathered benefits only when there is a District directed position change.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown by their signatures.

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

For MINNESOTA SCHOOL EMPLOYEES  
ASSOCIATION NON-CERTIFIED STUDENT SUPPORT PERSONNEL

Shari Schuler  
Chief Steward  
Paula June  
Field Representative  
Dated this 2nd day of August, 2024

FOR INDEPENDENT SCHOOL DISTRICT #719

Mary Kruet  
School Board Chairperson  
Carol Bullgren  
School Board Clerk  
Dated this 12th day of August, 2024

## **APPENDIX A**

### **Sign Language Interpreters and Language Facilitator Pay Scale:**

**Provisional:** Graduate of an interpreter training program or a bachelor's degree in a related field but not certified by the agencies as defined in Licensed.

**Licensed:** Graduate of an interpreter training program and certified by the National Registry of Interpreters for the Deaf, National Association of the Deaf, or a master's degree in one of the following areas: Deaf Education, Rehabilitation for the Deaf and Hard of Hearing or Linguistics of American Sign Language. Upon achievement of certification as described in Minnesota Statute 122A.31, a \$4.00 per hour stipend will be added to Category E rate.

**Student Support Paraeducator Premium:** Employees who successfully complete district approved training which enhances paraprofessional qualifications will be paid an additional \$1.00 per hour.

**Longevity:** Employees with 6-9 years of service will receive a longevity payment of twenty-five cents (\$0.25) per hour, 10-14 years of service will receive a longevity payment of seventy-five cents (\$0.75) per hour, and fifteen (15) or more years of service shall receive a longevity payment of one dollar and fifty cents (\$1.50) per hour. Longevity is defined as total years of service within the District. Longevity will be paid in equal amounts throughout the payroll year.

**Salary Schedule Definitions:** Category means salary schedule placement for the following:

#### **Category A**

- Classroom Monitor
- Lunchroom Supervisor
- Student Support Paraeducator

#### **Category B**

- Special Education Resource Paraeducator
- Early Childhood Family Education Assistant

#### **Category C**

- Special Education Center-based Paraeducator, includes Early Childhood Special Education
- Media Support

#### **Category D**

- Language Facilitator

#### **Category E**

- Sign Language Interpreter
- Cued Language Transliterators

#### **Category F**

- Special Needs Nurse



**2024-25 Salary Schedule**

<b><u>Category</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	<b><u>E</u></b>	<b><u>F</u></b>
<u>Step 1</u>	\$17.32	\$18.87	\$20.05	\$21.40	\$22.57	\$38.32
<u>Step 2-4</u>	\$18.24	\$19.78	\$21.03	\$22.07	\$23.22	\$39.66
<u>Step 5</u>	\$19.68	\$21.19	\$23.19	\$24.64	\$25.81	\$40.46

**2025-26 Salary Schedule**

<b><u>Category</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	<b><u>E</u></b>	<b><u>F</u></b>
<u>Step 1</u>	\$18.18	\$19.81	\$21.05	\$22.47	\$23.70	\$40.23
<u>Step 2-4</u>	\$19.15	\$20.77	\$22.08	\$23.17	\$24.38	\$41.64
<u>Step 5</u>	\$20.66	\$22.25	\$24.35	\$25.88	\$27.10	\$42.48

## **APPENDIX B**

Grandfathered Benefits of Media Support Employees, Sign Language Interpreters, Language Facilitators, Cued Language Transliterators, and Special Needs Nurses hired prior to September 1, 2019:

### **Media Support:**

#### **Time Off for all Media Supports:**

##### **Sick Leave:**

Sick leave shall be provided on the basis of ten (10) days per year, cumulative to ninety (90) days. A physician's statement may be required to establish eligibility for sick leave.

##### **Family Bereavement, Family Illness and Funeral Leaves:**

The employee will be entitled to family bereavement or illness leave up to a maximum of eight (8) work days per school year as described in Subd. 1, Subd. 2, and Subd. 3 below:

##### **Subd. 1 – Family Bereavement Leave**

The employee may use bereavement leave for the death of the following family members: spouse, fiancé, child, son/daughter-in-law, parent, father/mother-in-law, grandparents, grandparents-in-law, grandchild, sibling, or the employee's or employee's spouse's brother/sister-in-law, uncle, aunt, nephew, niece or cousin.

##### **Subd. 2 – Immediate Family Illness Leave**

The employee may use illness leave for any illness or injury of a child, spouse, or parent that requires the presence of the employee. The employee may also use family illness leave for daycare closures due to the illness of children or the facility manager. The School District may require supporting documentation in the case of a daycare closure.

##### **Subd. 3 – Other Family Illness Leave**

The employee may use illness leave for a serious injury or illness of other family members named in Subd. 1. A serious injury or illness is defined to include health conditions requiring medical treatment or supervision; physical or mental disability; chronic long-term treatment.

##### **Subd. 4 – Funeral of a Friend**

The employee will have one annual non-accruing bereavement leave day for the funeral of a friend.

### **Sign Language Interpreter/Language Facilitator/Cued Language Transliterators and Special Needs Nurses:**

#### **Insurance for Sign Language Interpreters working at least 170 days and at least 6 hours per day:**

##### **1. Medical Insurance:**

The school district will provide a medical insurance plan and contribute the cost of the premium for single coverage. For employees working less than 185 days and 8 hours per day, the district contribution will be prorated on the basis of 1,440 hours (185 days x 8 hours a day).

2. Dental Insurance:

The school district will provide a dental insurance plan and contribute the cost of the premium for single coverage. For employees working less than 185 days and 8 hours per day, the district contribution will be prorated on the basis of 1,440 hours (185 days x 8 hours a day).

3. Long-Term Disability:

The school district will provide a long-term disability insurance plan and contribute the cost of the premium.

**Prep Time for Sign Language Interpreters/Cued Language Transliterators:** Employees will receive one (1) hour of prep time per day.

## **APPENDIX C MEMORANDUM OF UNDERSTANDINGS**

**Rate of Pay for Employees Substituting for Others in this Bargaining Unit:** The District and MSEA acknowledge the national staffing shortage impact on hiring. To support coverage efforts through June 30, 2026, supervising teachers or building principals will assign employees to cover positions based on students' needs. If an employee is required to sub in a position of a higher classification, the employee will receive the higher rate of pay for the hour(s) worked at the same step they are currently receiving.

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**Professional Development Committee:** The District shall convene a professional development committee and shall meet a minimum of two (2) times during the 2024-25 and 2025-26 school years.

The purpose of the committee is to analyze professional development needs and opportunities for all employees with a goal to establish a professional development structure. The committee will be led by the director of human resources. The committee members shall include representation from Special Education administration, building administrators, and four (4) representatives from the MSEA bargaining unit. The director of human resources may invite additional representation from other employee groups in the district as deemed appropriate by committee.

This MOU will remain in effect until the end of the 2025-26 contract year or by mutual agreement of both parties.

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### **Kids' Company Assistants Plus Noon Supervisor**

This memorandum of understanding ("MOU") is entered into by and between Independent School District No. 719, Prior Lake ("District"), and Minnesota School Employees' Association ("MSEA").

WHEREAS, the District created a joint position combining Kids' Company Assistant (A) hours with classroom support (B) hours and noon supervisor (C) hours prior to and after the formation of MSEA;

WHEREAS, Kids' Company Assistants are not listed under the MSEA contract; and

WHEREAS, the District and MSEA agree that the classroom support and noon supervisor hours fall under the MSEA bargaining unit.

NOW THEREFORE, the parties resolve as follows:

1. Master Agreement. The portion of the assignment listed under classroom support (B) and/or noon supervisor (C) hours shall be considered members of the MSEA bargaining unit.

2. Terms and Conditions. The classroom support (B) and noon supervisor (C) hours will follow the current pay and benefits outlined under the Kids' Company Assistants (A) terms and conditions for the 2021-22 school year. The District and MSEA agree to address the placement of the classroom support (B) and noon supervisor (C) hours of the joint position during the 2024-26 MSEA Master Agreement negotiations.

3. No Precedent or Past Practice. Nothing in this MOU may be deemed to establish an interpretation of the Master Agreement, a precedent, or a practice or to alter any established interpretation, precedent, or practice arising out of or relating to the Master Agreement between the District and MSEA. Neither party may submit this MOU in any proceeding as evidence of a contract interpretation, a precedent, or a practice, other than in the normal process of negotiations.

4. Equal Drafting. In the event any person asserts or concludes that a provision of this MOU is ambiguous, this MOU must be construed to have been drafted equally by the parties.

5. Entire Agreement. This MOU constitutes the entire agreement between the parties relating to this matter. No party has relied on any statements or promises on this issue that are not set forth in this document. The MOU controls to the extent that it conflicts with the CBAs. No changes in this MOU are valid unless they are in writing and signed by all parties.

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### **Sick Leave Pool**

WHEREAS, Independent School District 719, Prior Lake-Savage Area Schools ("District") and Minnesota School Employee Association ("MSEA") have a common mission to provide support to a staff member who may suffer from an accident, illness or a recurring illness or who need to care for a family member who suffers from an accident, illness or recurring illness that exhausts their basic leave bank.

Be it THEREFORE resolved:

### **Starting the Sick Leave Pool**

1. In order for members to be a part of the Sick Leave Pool they must donate at least one ( 1) day or full-time equivalency and can donate as many days as they have available and choose to donate.
2. The Sick Leave Pool will be established upon 50% + 1 of paraprofessionals donating at least one (1) full-time equivalency day to the Sick Leave Pool.

### **Purpose**

3. The purpose of the Sick Leave Pool is to provide additional sick leave days to those paraprofessionals suffering from an accident, illness, or a recurring illness or a paraprofessional who has to care for a family member who suffers from an accident, illness or a recurring illness as verified by the paraprofessional's attending physicians.

### **Membership**

4. All non-certified student support personnel of the District covered by the MSEA Master Agreement are eligible to enroll to be members of the Sick Leave Pool. These eligible employees will be referred to as "paraprofessionals" throughout this document.
5. Paraprofessionals must complete and submit a Sick Leave Pool enrollment form to join the Sick Leave Pool.
6. Existing employees joining the pool at the inception of the program must donate at least the equivalency of one (1) days leave.
7. New paraprofessionals will be eligible to join the Sick Leave Pool within 30 days of hire. Each new member will contribute one (1) day of current sick leave to the Sick Leave Pool at the time of joining.

8. Each school year paraprofessionals who have not joined the pool will have the opportunity to join only during the month of September for the upcoming school year. Paraprofessionals agreeing to join the Sick Leave Pool after the first year will donate a number of days equal to the number of days they would have donated had they been a member of the Sick Leave Pool from the time they were first eligible.
9. In order to become members, paraprofessionals must enroll and donate one (1) day. Should the number of hours in the Sick Leave Pool be less than 400 hours, the committee will determine the number of days each member will donate to continue as a member in the pool.
10. A request to withdraw from membership in the Sick Leave Pool will be in writing to Human Resources prior to ten (10) duty days after the first duty day for all paraprofessionals.
11. All days donated to the Sick Leave Pool will be irretrievable by the donor.

### **Process**

12. The Sick Leave Pool will be administered by the Sick Leave Pool Committee composed of two (2) employees appointed by the exclusive representative of paraprofessionals (union steward or designee, and one individuals designated by the steward) and one (1) non-voting member to be appointed by the department of Human Resources.
13. To apply to use the Sick Leave Pool, a paraprofessional must submit a request in writing to Human Resources describing the illness of the paraprofessional or the paraprofessional's dependent. Human Resources will confirm the receipt of the request within two business days. Complete FMLA paperwork must be provided to Human Resources upon application for use of the Sick Leave Pool.
14. Human Resources will review requests for use of Sick Leave Pool. Approval will be granted based on:
  - a. Paraprofessional requesting access to Sick Leave Pool is a member of the Sick Leave Pool
  - b. The requesting paraprofessional has exhausted all basic leave time
  - c. Doctor's Certification certifying the need of leave
  - d. The waiting period has been met per the request:
    - i. If the request is for the employee, the ten (10) contract day waiting period to has been met
    - ii. If the request is for the employee to care for a family member, the twenty (20) contract day waiting period has been met
  - e. The paraprofessional has not exceeded use of the Sick Leave Pool's maximum rate of fifty (50) days for an employee or forty (40) days for an employee's family member.
15. Human Resources will share whether a request is approved based on above guidelines with the Sick Leave Committee.
16. Human Resources will inform paraprofessionals of their decision in writing. A paraprofessional may request that Human Resources reconsider its decision by providing additional information within ten (10) calendar days of the paraprofessional's receipt of the eligibility decision.

### **Eligibility**

17. A Sick Leave Pool is available for use by non-certified student support personnel included in the MSEA Master Agreement experiencing a long-term chronic or catastrophic illness of the individual employee and who have met the requirements of item 14a-14e.
18. The use of the Sick Leave Pool is available to care for a member of their family (defined under Article VIII Leave of Absence, Section 1 Sick Leave, Subd 3.) and who have met the requirements of item 14a-14e.

19. The waiting period is waived for any follow-up medical appointments related to the initial event. Physician documentation will be required.
20. In order for paraprofessionals to be eligible to draw from the Sick Leave Pool, they must be contributing members.
21. In order to qualify for use of the Sick Leave Pool, a paraprofessional must have exhausted all basic leave days available to them. Any leave time accrued while the paraprofessional is out on leave must be used before time is drawn from the sick leave pool.
22. Paraprofessionals who become members of the Sick Leave Pool and who are working less than full-time will be eligible for benefits only for the pro-rata portion of the school day for which they are employed.
23. Paraprofessionals receiving workers' compensation are not eligible to draw from the Sick Leave Pool.
24. Sick leave days from the Sick Leave Pool may be drawn only for designated paraprofessional calendar duty days.
25. Benefits from the Sick Leave Pool will end upon a member's qualification for benefits from the long-term disability insurance plan, the Paraprofessionals' Retirement Association, or Social Security.
26. The maximum number of days, over the course of the paraprofessional's career at Prior Lake-Savage Area Schools, the paraprofessional can draw from the Sick Leave Pool is 50 days.

#### Donation of Sick Days

27. Paraprofessionals will be able to donate their sick leave under Article VIII, Section 1 of the Master Agreement into the Sick Leave Pool. All donated days will be deducted from the contributors' accrued sick leave totals under Article VII, Section 1 of the Master Agreement.
28. A Leave Drive will occur at the discretion of the Sick Leave Committee. As with any Leave Drive, donation to the Bank is voluntary.

#### Terms of this MOU


29. In as much as this is a new program, the committee will have the right to modify the terms of this program as necessary during the first two years of the operation.
30. This agreement will be reviewed no later than June 30, 2026, and is subject to recertification by both parties.

The District and Minnesota School Employee Association are in agreement with the above language as evidenced by their representatives' signatures below.

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

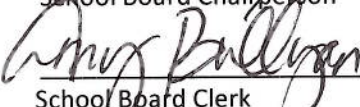
For MINNESOTA SCHOOL EMPLOYEES  
ASSOCIATION NON-CERTIFIED STUDENT SUPPORT PERSONNEL

  
Chief Steward

  
Field Representative  
Dated this 2nd day of August, 2024

FOR INDEPENDENT SCHOOL DISTRICT #719

  
School Board Chairperson

  
School Board Clerk  
Dated this 12th day of August, 2024