PARAEDUCATOR
MASTER AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 720
SHAKOPEE, MINNESOTA

and

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION
SHAKOPEE, MINNESOTA

July 1, 2026 through June 30, 2028

Table of Contents

Article I.	Purpose	p. 3
Article II	Exclusive Representative	p. 3
Article III	Definitions	p. 3
Article IV	School Board Rights	p. 5
Article V	Employee Rights	p. 5
Article VI	Classifications and Pay	p. 7
Article VII	Leaves of Absence	p. 10
Article VIII	Holidays	p. 17
Article IX	Seniority, Reduction, Layoff, and Recall	p. 18
Article X	CEU's and Enrichment Track	p. 20
Article XI	Vacancies, Postings, and Transfers	p. 21
Article XII	Discipline, Discharge, and Probation	p. 23
Article XIII	Grievance Procedure	p. 24
Article XIV	General Provisions	p. 28
Article XV	Insurance Benefits	p. 29
Article XVI	District Match 403b Plan and Severance	p. 32
Article XVII	Vacations	p. 33
Article XVIII	Duration	p. 33
Appendix A	Rates of Pay	p. 36
Appendix B	Cultural Liaisons Hired Before July 1, 2017	p. 37

ARTICLE I
PURPOSE

Section 1. Parties: This Agreement entered into between the School Board of Independent School District No. 720, Shakopee, Minnesota, hereinafter referred to as the District, and the Minnesota School Employees Association, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employee's Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for 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 Board recognizes the Minnesota School Employees Association as the Exclusive Representative for Paraeducator employees of the School Board of Independent School District No. 720, 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 IX, Section 2 of the Agreement and P.E.L.R.A. and the Bureau of Mediation Services certification.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, compensation therefore (including fringe benefits), the employer's personnel policies and a procedure for settling grievances.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term Paraeducator shall mean all persons who are employed by Independent School District No. 720, Shakopee, Minnesota, in one or more of the positions listed in Article IX, Section 2, and who are public employees within the meaning of Minnesota Statute 179A.03, Subdivision 14. Part-time employees whose service does not exceed the lesser of fourteen (14) hours per week or 35% of the normal workweek in the appropriate unit are excluded. For the purposes of this section, the normal workweek is defined as thirty-two and one-half hours (32.5). Supervisory employees, essential employees, confidential employees, employees who hold positions that are temporary or seasonal in character, and emergency employees are also excluded.

In the event that the District and the Exclusive Representative are unable to agree as to the inclusion or exclusion of a new or revised position, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 3. District: For the purposes of administering this Agreement, the terms "District", "Board" and "School District" shall mean the School Board or its designated representatives.

Section 4. MSEA: For the purposes of administering this Agreement, the terms "Association", "MSEA" and "Exclusive Representative" shall mean the Minnesota School Employees Association or its designated representatives.

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

Section 6. Definition of Full-Time Regular Employee: For the purpose of this Agreement, a full-time regular employee shall be defined as an employee whose workweek assignment is thirty-two and one half (32.5) hours per week or more for nine (9) consecutive months or more in the contract year.

Section 7. Interim Employees:

Subd. 1. Definition of Interim Employee: For the purposes of this Agreement, an interim employee shall be defined as a person who is continuously employed by the District on an at-will basis in the same classification that has been posted and for which formal appointment by the Board or designee is pending the expiration of the posting.

Subd. 2. Status: Interim employees shall not be covered by this Agreement.

Subd. 3. Retroactive Benefits: When the School Board appoints a person to fill a vacant position, if that person had been continuously employed in that position as an interim employee, all benefits, including seniority shall retroactive to the first day of employment in the position with the exception of any insurance.

Section 8. Work Year: For Paraeducators, the work year, excluding paid holidays, shall be at least equal to the number of student contact days at the site to which they are assigned, unless a lesser number is set at the time of the establishment of a position/program. For technology assistants the work year, excluding paid holidays, shall be at least equal to the number of teacher contract days at the site to which they are assigned, unless a lesser number is set at the time of the establishment of a position/program. In times of budget reductions, the work year may be reduced by the Board of Education.

Section 9. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 10. Health Care Savings Plan: In 2001 the Minnesota State Retirement System (MSRS) was granted authority to offer a post employment health care savings plan, (HCSP). Minnesota Statute 352.98 (2001 Supp).

ARTICLE IV
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School Board 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 employer, 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 Board 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 Board.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/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 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: Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and proceeds thereof shall not be allowed any employee organization that has lost its right to

dues check off, pursuant to P.E.L.R.A. Upon receipt 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 employee organization during the period provided in said authorization. Deductions may be terminated by the employee making such application to the MSEA state office, pursuant to the MSEA Constitution and By-Laws, at which time MSEA will notify the District to stop deductions. Deductions shall be made from each paycheck issued to the employees, in equal installments from the end of September through the end of May and transmitted at the end of each month to the designated organization together with a list of names of the employees from whom deductions were made.

Section 4. 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 5. New Hires: Upon initial employment by the District, each employee will be provided the general job description for his/her job classification and a copy of the current Master Agreement. New hires shall receive a notice of assignment within ten business days from the district. The district shall notify the state MSEA office and the local leadership of any new hires. All new hires may be allowed thirty (30) minutes of paid time for orientation with their building mentor or district designee to be conducted within fourteen (14) days of the employee's first day of work.

Section 6. Notification of Tentative Assignment: The District shall notify each member of the bargaining unit, by August 1 of each year whenever possible, of his/her tentative assignment for the next school year. The Notice of Tentative Assignment shall include the employee's name, assignment (position title, standard workday, including approximate start and end times and building), rate of pay, number of days for the year and effective date.

ARTICLE VI
CLASSIFICATIONS AND PAY

Section 1. Classification: Employees represented by the Exclusive Representative herein shall be employed in classifications and positions as set forth in Article IX, Section 2.

Subd. 1. Transfers: Transfers from one classification or position to another classification or position shall be made with the approval of the School District. Unless mutually agreed, an involuntary transfer shall not decrease the earnings for any employee covered by this Agreement during the same school year unless the transfer is due to disciplinary action(s) taken by the School District.

Subd. 2. Advancing Classification: Employee transfers from one classification to another higher classification shall be made with the approval of the School Board. The compensation for employees so transferred shall be determined as follows: The employee shall move to the appropriate range at their current step.

Section 2. 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.

Subd. 1. Step Movement: Employees hired prior to February 1 of each contract year shall advance one step each year on July 1.

Subd. 2. Contract Continuation: 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/her current rate until a successor agreement is entered into. 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 retroactive as negotiated in the new agreement for all non-probationary employees who are or have worked during the contract period.

Section 3. Overtime: Time and one-half shall be paid for all hours in excess of forty (40) hours per week. Overtime shall be approved by a supervisor in advance whenever possible.

Section 4. Sunday and Holiday Premium Pay: All worked performed by an employee on a Sunday or contractual holiday shall be compensated at the rate of one and one half (1 1/2) times the employee's regular hourly rate of pay.

Section 5. Pay Dates:

Beginning July 1, 2027, the district will be moving to a bimonthly payroll schedule with twenty four (24) paychecks paid on the 15th and the last day of the month. When a pay date falls on a holiday or weekend, the pay date will be moved to a day earlier. In order to align payroll with this schedule the District will continue with the biweekly schedule adding a twenty-seventh (27th) paycheck for the 2026-27 school year.

Employees hired prior to February 1, 2013 will have a one-time opportunity to elect annualized pay (over a twelve-month period) or be paid for hours worked during the pay period (over the school year).

Employees hired February 1, 2013 and after will be paid for hours worked during the pay period (over the school year), with no option for annualized pay.

Employees who elect annualized pay will have deductions occur over 24 pay periods. Employees hired February 1, 2013 and after, and employees electing to be paid for hours worked during the pay period, will have deductions occur over 18 pay periods beginning with the 2013-14 school year.

As soon as ten (10) or fewer unit employees are under annualized pay, all will revert to being

paid for hours worked during the pay period (over the school year).

The District will provide a savings calculator so employees can develop a savings plan to equalize pay over the course of a year.

Section 6. Split Shifts: A split shift shall be defined as a workday that has more than one (1) hour break in service without pay to the employee. When a split shift is assigned the employee shall be compensated an additional one dollar ($1.00) per hour, added to their regular hourly rate of pay for every hour worked. Periods of twenty (20) minutes or less of non-scheduled work time shall be considered work time and will be paid at the employee's regular rate of pay, subject to Article VI of the Master Agreement. This section does not apply to employees who voluntarily request additional hours that create a split shift.

Section 7. Pay Rate for Temporary Job: Any employee who is required to fill a position for 5 consecutive days or more and assumes a majority of the duties of that position shall be compensated at a rate of $1.00 more/hour retroactive back to the first day of the temporary assignment. When an employee is assigned to a position with a lower wage scale, the employee shall receive his/her regular rate of pay for that assignment, plus any differentials and stipends. The supervisor (principal or director) of the temporary assignment shall determine if the employee is performing the duties of the temporary assignment.

Section 8. Occupational Injury Pay: If an occupational injury occurring while engaged in School District business is such that the employee is unable to work and is required to leave her/his work on that day of the accident, the employee shall be paid for all hours scheduled to work that day. Consecutive days of absence will be paid as provided by Minnesota Statutes.

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District, under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portion of days of sick leave or vacation time which is used to supplement Worker's Compensation.

Subd. 3. Such payment shall be paid by the School District to the employee during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 9. Mileage: Employees who are required to drive their personal vehicles for employment purposes will be reimbursed at the I.R.S. rate**.**

Section 10. Emergency **School/Building Closure:**

Employees will be paid for the first (1st) day each year the school district is closed for an emergency. Thereafter, when school buildings are closed due an emergency of 5 days or less, sick time will automatically be applied unless staff choose one of the following options:

- Work remotely with supervisor approval or take assigned trainings
    1. So that the District can orderly plan work assignments, employees desiring to work on CoLD days will notify the District by completing the google CoLD Day Options Form.
    2. Nothing herein precludes or requires employees and building administration/supervision from making mutually agreeable alternate arrangements.
    3. Employees not notifying the District of their intention will forfeit their opportunity to be offered work/training on CoLD days.
    4. Employees on the CoLD day worklist who have been pre-approved at least a calendar week in advance for sick/personal/bereavement leave will not lose such leave on said CoLD day.
    5. Nothing herein alters the contractual provision providing for the first building closing being a paid day without an obligation for an employee to report to work
- Take the day unpaid if the no sick time is available.
- Take a personal day if one is available.

Section 11. Late Start and Early Dismissal: If school is started late or is dismissed early because of inclement weather or other emergencies and the instructional staff is dismissed, Paraeducators will also be dismissed at no loss of pay.

Section 12. Minimum Callback Pay: All Paraeducators may be required to perform work in a call back situation. In this situation, the employee shall be expected to report back to work, be guaranteed a minimum of two (2) hours of pay and shall be paid at the rate of one and one-half time their regular rate.

Section 13. Death of Employee: Compensation earned by the employee shall be paid to the surviving spouse or having none, be paid to the employee's estate as provided by Minnesota Statutes.

Section 14.Tuition Reimbursement: The school district may reimburse each employee up to $300 tuition expense in any contract year for post-secondary credits. The employee must receive a passing score or a letter grade of C or better to receive the reimbursement. The credits must be submitted in writing for pre-approval by the superintendent. Credits earned under this section are not eligible to be used for the Continuing Education Units and must be successfully earned and reported to the district before payment is made.

Section 15. Voluntary Training Stipend: The District may provide training to employees that is voluntary in nature and optional to attend. For this training the District may choose to not offer any compensation, offer Continuing Education Credits, or pay the designated rate for voluntary training. The rate of pay for attending paid voluntary training shall be at the rate $10.95 per hour for all hours worked. Any training that is required for the employee to attend, the employee shall

receive their regular hourly rate of pay including any stipends.

Section 16. Mentor Stipend: Any employee who is a mentor for new hires shall receive the following stipend:

Mentoring up to two new hires per year:	$300
Mentoring three to five new hires per year:	$500
Mentoring six or more new hires per year:	$700

A mentor is determined to be an individual that is assigned to the role. This individual is a role model for new hires and fulfills the obligations of the Mentor position as defined in the Mentor Requirements and Responsibilities.

Section 17. Starting Rate of Pay for New Hires: If the district starts a new employee above the beginning rate of pay, the district shall notify the chief stewards of this and provide reasons for it.

Section 18. Special Designation/Program Rates of Pay: The District may establish positions within a special designation or program. Such rate of pay shall be established by the District with written approval of the Association for all such positions. The rate shall be paid for the duration of the special program only and shall not entitle employees to such rate for any other program or purpose. The District may add positions that fit these criteria during the course of this agreement. Effective July 1, 2007 the current positions are:

POSITION TITLE	RATE OF PAY
PSA – School Wide Title Program	PSA, grade 3 + $1.00 Stipend

ARTICLE VII
LEAVES OF ABSENCE

Section 1. Sick Time: Sick time shall be granted in the following manner. For employees who work student days, up to 195, sick time will accrue up to 12 days per year. Sick leave shall be earned on an accrual basis of one day each month for the fiscal year.

For hours worked beyond 195 days, sick time shall accrue at a rate of .058 for each hour worked. These sick hours will be credited to the employee's total sick time by the end of August of each year.

Subd. 1. Maximum Unused Sick Leave: The maximum hours of accrual shall be 130 times the number of hours the employee is assigned to work in a day.

Subd. 2. Reduced Hours and Unused Sick Leave Accumulation Maximums:
If an employee's regular hours are reduced and their unused sick leave exceeds the new maximum number of hours allowed, no hours of unused sick leave already accumulated will be deducted from the employee's unused sick leave credit balance. Once the level of unused sick leave accumulation falls below the new maximum allowed, new hours of unused sick leave will begin to accumulate up to the maximum hours allowed at the new rate.

Subd. 3. Sick leave shall be allowed by the District whenever an employee's absence is found to have been due to an injury or illness, which prevented his/her attendance and performance of duties on that day or days.

Subd. 4. The District may require an employee to furnish a medical certificate from a qualified physician or qualified health care provider as evidence of injury or illness in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Sick leave allowed shall be deducted in fifteen (15) minute increments from the unused sick leave credited to the employee, with a required minimum of fifteen (15) minutes deducted.

Subd. 6. Unused Sick Leave: At the end of the plan year, employees who have 118 sick days or more, prorated to their FTE, will be reviewed for Wellness day conversion eligibility. Wellness days are converted at ten (10) sick days per two (2) wellness days (118 or more = two (2) wellness days converted). The sick days will be converted into wellness days and deposited into the HCSP in the employee's name at the employee's rate of pay as of June 30. The conversion will be complete no later than August 15th, of each year. In the event of a death, wellness day funds cannot be transferred to the HCSP.

Subd. 7. Sick Leave Use for Child: Employees shall be allowed to use any accumulated sick leave to care for a sick or injured dependent child.

Section 2. **Bereavement Leave:** An employee shall be granted paid bereavement leave of up to five (5) days per occurrence with full salary for a death in the employee's immediate family.

Subd 1. For purposes of this Article, the employee's immediate family shall consist of the mother, father, spouse, child, stepchild, sister or brother, in-laws of the same degree, grandchild, or any member of the employee's immediate household who has resided there for more than one year.

Subd. 2. Two days for the death of an uncle, aunt, grandparent, niece, nephew, and in-laws of the same degree will be allowed.

Section 3. Family Sick Leave: Each employee will be allowed no less than 160 hours per year (this is non-accumulative) for serious health condition or injury of adult children, mother, father, spouse, sibling, grandchild, grandparent, stepparent and in-laws of the same degree. The employee will be allowed five (5) days per year, non-accumulative, for sickness or injury of aunt, uncle, brother in law, sister in law and in laws of the same degree. The leave for these days will be granted upon a written request of the employee. Days used for family illness will be deducted from sick leave. In the event an employee's mother and father become ill in the same year, the employee shall be allowed an additional five (5) days under this paragraph.

Subd. 1. A request for additional leave may be presented to the Superintendent who shall have authority to grant additional paid or unpaid leave. The decision of the Superintendent is non grievable.

Section 4. Personal Leave: Two (2) work days per year shall be granted an employee to be used for the employee's personal business. Personal leave may be used, at no loss of pay, for any purpose at the discretion of the employee. An employee planning to use personal leave shall notify his/her immediate supervisor as early as possible, but in any event at least five (5) business days in advance, except in cases of an emergency.

Subd. 1. No more than two (2) employees shall be absent from a given building on any given day pursuant to this section, unless authorized by the administration. The District shall not be required to grant personal leave during the last ten (10) days of the duty year. Under special circumstances, personal leave may be taken during the final ten (10) days at the discretion of the Director of Human Resources, whose decision shall not be subject to the grievance procedure.

Subd. 2. Up to three (3) unused personal leave days may be carried over from year to year for a maximum of five (5) days in any one year.

Subd. 3. Personal leave shall be granted in hourly increments with a required minimum of two hours deducted.

Subd. 4. Employees may sell back two (2) personal days at the end of the school year at their current rate of pay.

Section 5. Family, Medical, Parenting and Child Care Leave: Eligible employees shall be granted leave and benefits to which they are entitled pursuant to the Family and Medical Leave Act. Policy #410 FMLA is located on the district website in the policy library.
FMLA Board Policy

Subd. 1. An employee may take this leave on a reduced leave schedule rather than all at once, or the employee may work a part-time schedule.

Subd. 2. All health insurance benefits shall be maintained while an employee is on this leave with the District and employee continuing their contribution requirements towards the premiums as required by statute. This right to continue participation in such insurance programs will terminate if the employee does not return to the District pursuant to this Section. If the employee terminates their employment in the District, the employee shall have all rights to continue insurance benefits under C.O.B.R.A. laws.

Subd. 3. Employee's shall provide the District with a thirty (30) calendar day notice of any foreseeable leaves under this Section. If a medical emergency prevents an employee from giving the thirty (30) calendar day notice, a notice is required as soon as practical.

Subd. 4. Employee's shall provide the District with verification or certification of qualifying condition or need for leave, when requested, by a health care provider/agency.

Subd. 5. Employees shall have the right to return to the same position or an equivalent position, with equivalent pay, benefits and working conditions at the conclusion of the leave.

Employee's who have passed their probationary period shall retain all seniority benefits while on leave. Employees still in their probationary period at the commencement of leave, shall not have actual leave time count towards the probationary period requirement.

Subd. 6. Employees shall be allowed to use any accumulated sick, vacation or personal time to offset any unpaid leave with paid leave under the following conditions and limits:

1. For employees who qualify for FMLA leave, if the reason for the leave is due to the employee's own serious health condition, the employee shall use sick leave during the disability period as authorized by a health care provider. Employees shall be allowed to use any accumulated vacation or personal time to offset any unpaid portion of the leave with paid leave.

2. For employees who qualify for a Parental leave as defined by state statute and district policy, if the reason for the leave is due to the employee's own serious health condition, the employee shall use sick leave during the disability period as authorized by a health care provider. Employees shall be allowed to use any accumulated vacation or personal time of offset any unpaid leave with paid leave.

Subd. 7. Failure of the employee to return pursuant to the date determined as the end of their leave shall constitute a resignation of the employee's position in the District.

Subd. 8. An employee may be allowed additional unpaid leave, not to exceed twelve (12) months, provided the employee follow the procedure outlined in this section. This section is non grievable.

Subd. 9. Supplemental Major Medical Leave: Any employee who has completed ten (10) years of employment with the school district shall be granted, as a supplement to the above sick leave, thirty (30) days of major medical leave for hospital confinement to be used after all accumulated sick leave days have been used by the employee.

Section 6. Medical Leave:

Subd. 1. An employee, who has completed his/her probationary period, who is unable to perform his/her 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. The employee returning from medical leave shall be re-employed in a position of comparable duties, number of hours, and pay if the leave is for a period of twelve work weeks or less. If the leave is for more than twelve weeks, the district will return the employee to the first vacancy at or below the employee's previously held position within the unit for which the employee is qualified. If no position is available when the employee is requesting to return from leave, the employee will be placed on layoff and on a recall list.

Subd. 2. A request for leave of absence, or renewal thereof, under this Section shall be accompanied by a doctor's written statement outlining the conditions of health and estimated time at which the employee is expected to be able to resume his/her normal responsibilities.

Section 7. Other Leaves: Pursuant to applicable state and federal statutes, employees who qualify for such leave shall, upon advance notification to immediate supervisor and approval by the district, be eligible for a leave, paid or non-paid as required by law for reasons such as:

Olympic Competition	(Minn. Stat. § 15.62)
Bone Marrow Donor Leave	(Minn. Stat. § 181.945)
Organ Donation Leave	(Minn. Stat. § 181.9456)
Voting Leave and Election Judge	(Minn. Stat. § 204C.04 and 204B.195)
School Conference/Activity Leave	(Minn. Stat. § 181.9412)
Religious Holiday	(Minn. Stat. § 15A.22)
Leave to Attend Military Ceremony	(Minn. Stat. § 181.948)

Immediate Family Military Leave for Injured/Killed Active Service (Minn. Stat. § 181.947)
Sick Leave Benefits: Care of Relatives (Minn. Stat. § 181.9413)

Section 8. Well Child Care Leave:

Subd. 1. A well childcare unpaid leave of up to one year may be granted by the District to an employee who is the natural, foster or adoptive parent in conjunction with the birth, foster care or adoption of a child within the first year of birth or adoption, subject to applicable state and federal laws.

Subd. 2. An employee making application for childcare leave shall inform the District or its designee, in writing, of his/her intention to take the leave at least three (3) calendar months before commencement of the intended leave, unless a shorter notice is required by statute.

Subd. 3. The District may adjust the proposed beginning or ending date of a well child care leave so that the dates of the leave are coincident with some natural break in the school year; e.g., winter vacation, spring vacation, end of the school year, or the like.

Subd. 4. In making a determination concerning the commencement and duration of a Child care leave, the District shall not, in any event, be required to permit the employee to return to employment prior to the date designated in the request for well childcare leave.

Subd. 5. The employee returning from well child care leave shall be re-employed in a position of comparable duties, number of hours, and pay if the leave is for a period of twelve work weeks or less. If the leave is for more than 12 work weeks, the district will return the employee to the first vacancy at or below the employee's previously held position within the unit for which the employee is qualified. If no position is available when the employee is requesting to return from leave, the employee will be placed on layoff and on a recall list. If, during the leave, the District experiences a layoff and the employee would have lost a position had the employee not been on leave, the employee is not entitled to reinstatement in the former or comparable position.

Subd. 6. Failure of an employee to return pursuant to the determination under this Section shall constitute grounds for termination unless the District and the employee shall mutually agree to an extension of the leave.

Subd. 7. The parties agree that periods of time for which the employee is on well child care

leave shall not be counted in determining the completion of the probationary period.

Subd. 8. The employee who returns from well child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for well child care leave unless otherwise required by statute.

Subd. 9. Leave under this Section shall be without pay or fringe benefits unless otherwise required by statute.

Section 9. Association Leave: Each year the Association shall be credited with thirty hours (30) of leave, non-cumulative, with pay, to be used by persons who are officers or agents of the exclusive representative. An additional seventy-five hours (75) may be used with the deduction of substitute pay. Requests for Association leave, signed by the Chief Steward of the Association, shall be submitted to the Director of Human Resources at least 48 hours in advance. Time taken or requested shall be in hour increments with a minimum of two hours blocks of time taken. Additional leave of up to one year without pay may be taken to serve in a position or as an officer of the Exclusive Representative.

Section 10. Other Non-Pay Leave Requests: The District may, at its discretion, grant other unpaid leaves.

Section 11. Limitations: Paid leave benefits (sick leave, bereavement leave, emergency leave or personal leave) are not available to employees during the time that they are on unpaid leave of absence unless required by statute.

Section 12. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits, which they accrued at the time they went on leave. No credit shall accrue for the period of time that an employee is on unpaid leave unless required by statute.

Section 13. Jury Duty: An employee who is called for jury duty or who is required to give testimony before any judicial tribunal in arbitration, negotiation, and mediation proceedings shall be compensated for the difference between the employee's regular salary and the pay received for such application for the period they are away from their employment assignment. If the employee's presence in court is for the purpose of offering testimony, they must provide the Office of Human Resources with a copy of the subpoena or other written documentation that requires his/her presence and shall be compensated for the difference between the employee's regular salary and the pay received if any, for the period they are away from their regular employment assignment. In no event shall this section apply to an employee whose presence is the result of the fact that he or she is a party to the action under consideration by the court.

Section 14. Release from Duties: Any negotiations held during the school day on behalf of the Association and the District, the employees on the negotiation team shall be released from regular duties without loss of salary or benefits.

Section 15. Educational Leave: An employee who has completed their probationary period and three years of continuous employment may request an unpaid leave of absence for up to one

year as mutually agreed upon between the Superintendent and employee and approved by the School Board for the purposes of pursuing additional education or professional development. The employee shall notify the district in writing 30 calendar days prior to returning from leave they intend to return. Failure of the employee to provide written notice or to return pursuant to the date determined as the end of their leave shall constitute a resignation from the employee's position in the district. At the end of the leave, the district will return the employee to the first vacancy at or below the employee's previously held position within the unit for which the employee is qualified. If no such position is available when the employee is requesting to return from leave, the employee will be placed on layoff and on a recall list for the remainder of the current school year, with seniority rights to a comparable position beginning the start of the next school year.

Section 16. Emergency Leave:

1. An employee may be granted an emergency leave with pay at the discretion of the Superintendent or his/her designee for up to two (2) days per year. These days are non-accumulative and for situations that arise requiring the employee's attention which cannot be attended to when school is not in session and which are not otherwise covered under policies. These days shall be deducted from sick leave.

2. Deaths, funerals, court appearances, estate settlements, and illness of daycare provider are examples of when this leave may be granted.

3. Requests for emergency leave must be made in writing to the Superintendent or his/her designee at least three (3) days in advance of the absence whenever reasonably possible. The request must state the reason for the proposed leave.

4. An emergency leave day normally shall not be granted for the day preceding or the day following a break in the calendar, nor for the first five (5) days or the last five (5) days of the school year.

5. Additional leave may be granted in extreme emergencies at the discretion of the Superintendent or his designee.

Section 17. Step Advancement:

1. For any leave (including combination of leaves) past 86 days in length, the employee will not make a step advancement the next year.

ARTICLE VIII
HOLIDAYS

Section 1. **Holidays:** Subject to the terms and conditions set forth in Section 2, all bargaining unit employees shall receive holiday pay for the following holidays.

Subd 1. Employees who work a range of 438 hours to 1560 hours per year shall be eligible for seven (7) paid holidays, as follows:

1. Labor Day
2. Thanksgiving
3. Friday after Thanksgiving
5. December 25
6. New Years Day
7. Memorial Day

4. December 24th

Subd. 2. Employees who work a range of more than 1560 to 1820 hours per year shall be eligible for nine (9) paid holidays, as follows:

1. Labor Day
2. Thanksgiving
3. Friday after Thanksgiving
4. December 24th
5. December 25
6. New Years Eve Day
7. New Years Day
8. Memorial Day
9. Plus one (1) day to be designated annually by the District.

Subd 3. Employees who work more than 1820 hours to 2080 hours employees shall be eligible for eleven (11) paid, as follows:

1. Labor Day
2. Thanksgiving
3. Friday after Thanksgiving
4. December 24th
5. December 25th
6. New Years Eve Day
7. New Years Day
8. Memorial Day
9. Fourth of July

10 & 11. Plus two (2) days to be designated annually by the District.

Section 2. Eligibility: To be eligible for holiday pay the employee must work his/her regularly scheduled workday before and after the holiday. If, however, an employee's absence on the work day before and/or the work day after the holiday is due to an excused illness or other paid leave under this Agreement, or if the employee's work schedule, as prescribed by the School District, does not include the work day before and/or the work day after a holiday, the employee shall be eligible for holiday pay. Holiday pay shall be calculated by multiplying the employee's hourly rate by the number of hours they are scheduled to work on a regular workday.

Section 3. Weekends: Holidays that fall on weekends will be observed on a day established by the School District.

Section 4. 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. Upon mutual agreement between the District and the Exclusive Representative, the District shall pay each employee their holiday pay equivalent in the event another holiday day off cannot be established. The establishment of the new holiday and employee notification of such, or the determination of pay for the holiday will be completed within one (1) week of the original cancellation of holiday. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

ARTICLE IX
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:

Subd.1. Grade A (Grade 2) Position Classifications:

1. Student Supervision Paraeducator

Subd. 2. Grade B (Grade 3) Position Classifications:

1. Media Paraeducator
2. Program Support Paraeducator
3. Security Attendant

Subd. 3. Grade C (Grade 4) Position Classifications:

1. Bilingual Program Support Paraeducator
2. District Wide Program Support Paraeducator
3. Special Education Secretary

Subd. 4. Grade D (Grade 5) Position Classifications:

Subd. 5. Grade E (Grade 6) Position Classifications:

Subd. 6. Grade F (Grade 7) Position Classifications:

1. District Lead Assistive Technology Paraeducator
2. District Lead Technology Paraeducator
3. Technology Paraeducator
4. Lead Paraeducator
5. Cultural Liaisons

Section 3. Seniority Date:

Subd. 1. District Seniority: Upon the satisfactory completion of the probationary period, an employee's seniority shall relate back to his/her first day of continuous permanent service in the District. If more than one (1) employee begins work on the same day, seniority ranking for such employee shall be determined by the last four digits of the employee's social security number and whichever is higher shall be deemed more senior.

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 her/his seniority in her/his original position and, in addition, commences seniority in her/his 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 his/her 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 IX, 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.

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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.

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 1st, with a copy to each steward of the Local Association. 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. When a position is assigned to this unit, the parties shall meet and negotiate at least a temporary rate of pay and benefits which shall be set in a meet and confer session with the unit until the matter can be fully negotiated into the Master Agreement.

ARTICLE X
CONTINUING EDUCATION/ENRICHMENT TRACK

Section 1. Eligible: Each year all employees may be required to develop job performance goals with their principal, supervisor, or director. To attain some of the performance goals, employees can attend staff development sessions, work related workshops, or post secondary institutions.

Section 2. Qualifying CEU's: To qualify for credit toward the Enrichment Track, the CEU's must be attained through out of district seminars and workshops, not paid for by the district, and the employee is not paid for attending. Effective July 1, 2012, an employee who completes 40 Continuing Education Credits (CEU) as defined below, shall be eligible for a $.30/hour pay increase, up to a maximum of $2.40 for all hours paid to the employee.

Subd. 1. These CEU's must be related to the employee's position and submitted thru the use of the online reporting system Keep Certified. CEU hours will be approved after being submitted.

Subd. 2. To be eligible for the pay increase, the employee must not be on probation, not have received an Enrichment Track progression within the last twelve (12) months, and currently meet or exceed district performance expectations.

Subd. 3. Hours or credits used to meet the certification or degree requirements as defined in Article X, Section 3 are not eligible to be considered for CEU hours or the stipend amount in Article X, Section 3.

Subd. 4. CEU pay increases shall become effective on the date all the paperwork was complete and submitted to the Human Resource Office.

Section 3. License or Certification Stipend: Employees working in positions that are required to hold a special certificate, degree or license greater than the minimum educational requirement(s) established by the district are eligible to receive an additional stipend amount listed below if the certificate**,** degree or license is required by state or federal mandate. The license, degree, or certification must be directly related to their position (instructional Paraeducator.)

Para Certification/Technology Certification	$.50
Two Year Degree	$.50
Four Year Degree	$.50

The Continuing Education (CEU) stipend (Article X, Sect. 2.) may be combined with one of the other three stipends (Para certification, Two Year Degree, or Four-Year Degree) for a maximum amount of up to $2.90. This stipend shall be paid for all hours submitted by the employee.
Para certification includes a certificate obtained through a technical/community college; or the employee having demonstrated they meet the requirements for the No Child Left Behind (NCLB) Act through a formal State or local assessment, e.g. completed the Para E-link and district sponsored training or passing the Para Pro test.

Section 4. NCLB CEU Hours: Paraprofessionals who have completed all of the competencies for NCLB, as defined by the district, are eligible to receive 30 CEU hours. To qualify for these CEU hours, the Paraeducator must be working in an instructionally based position. Paraeducators who are receiving the Special Program Designation Stipend (Art. VI. Sec. 19) or working as a PSA II are not eligible for these CEU hours.

ARTICLE XI
VACANCIES, POSTINGS AND TRANSFERS

Section 1. Postings

Subd. 1. Permanent Vacancies: Notice of all permanent vacancies shall be posted on the District website at least five (5) business days in advance of filling such vacancies and copies of same shall be given to the local Stewards for their files. Association members who do not work during the summer months may sign up for the district summer posting mailings or be considered notified by posting the openings on the district web site. 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 consecutive days 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 submit an application, in writing, 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 XI, Sec 3.

Subd. 2. Whenever an employee who meets the qualifications for a position covered by this Agreement has made application for such a position but has not been selected, he or she may request the reasons in writing. Upon receipt of such a request, the District shall provide a response within fifteen (15) working days.

Section 4. Increases in Hours: If the district determines it's necessary to increase the number of hours for assignments for the following school year for services provided by a position listed in Article IX, sec 2, it shall do so by increasing the assignment of the most senior employee holding such a position provided the employee meets the qualifications, can perform the duties and responsibilities of the position as determined by the district, and is able to work the assigned hours according to the building schedule.

Subd. 1. Increases during the school year due to programmatic needs: When it becomes necessary for the District to increase hours of an assignment, the District shall have the right to assign those hours to the incumbent. Hours may be offered to unit employees within the building by seniority if the schedule allows and they are qualified and capable to take them.

Subd. 2 If the increase of hours results in the benefit status of the position changing, the district shall post the position for the following school year.

Section 5. 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. This notice shall contain the employee's name, old assignment and hours, new assignment and hours, rate of pay, number of days per year and effective date. This written notice shall be sent within five (5) business days of Board action.

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 6. 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 a Request for Transfer Form (obtained from your school or program office) to the Office 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 ten-business day written notice prior to the transfer going into effect.

Section 7. Voluntary Termination and Re-employment: In the event that an employee, voluntarily terminates his/her employment from a bargaining unit position and is subsequently re-employed by the District under this bargaining unit within a time period of no greater than four (4) months after the date of termination, the employee shall:

Subd. 1. Be reinstated without loss of years of service credit for vacation and longevity accrual earned as of the date of termination.

Subd. 2. Be reinstated to a similar vacant position at the rate of pay negotiated with the district.

Subd. 3. Be reinstated up to 25% of their accumulated sick leave hours equal to what could be earned in the new position over two years.

Subd 4. The first date of re-employment shall become the adjusted seniority date.

ARTICLE XII
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under the provisions of the Agreement shall serve a probationary period of ninety (90) working days 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 this ninety (90) day probationary period. Subsequent to that period, the employee shall attain permanent status and be discharged only for just cause.

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 45 working 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 his/her former position. The employee may request to return to his/her position if it is still available. Otherwise, the re-assignment shall occur prior to the start of the subsequent school year.

Section 3. Progressive Discipline: Disciplinary action shall normally include only 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 law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline, except in cases of a serious magnitude, which could seriously threaten or jeopardize the safety of the students, other employees, or the physical assets of the school district.

The school board or designee shall have the right to discipline/discharge an employee for just cause. Disciplinary actions by the School Board or their designee may include the following four

(4) steps.

Subd. 1. Warning
Subd. 2. Written Reprimand
Subd. 3. Suspension
Subd. 4. Discharge

The District reserves the right to move directly to a higher 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 written reprimand, suspension, or discharge, the employee has the right to have a union representative present. When possible, the district will attempt to discuss with the employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

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 offer an explanation of 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 his/her 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 XIII
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 Board 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 Board may be represented during any step of this procedure by any person or agent designated by such party to act in his/her behalf. The employee shall be represented by the Union or its designee to act in his/her 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 week days 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 with 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, they may first discuss the alleged grievance with his/her or 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 Board 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 Human Resources Manager. 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 either by email, fax, or letter. The Human Resources Manager 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 his/her 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 his/her 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 XIV, 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 XIV
GENERAL PROVISIONS

Section 1. Association Meetings: Association meetings shall not be held on school time without permission of the Superintendent or designee. The Association shall be allowed to utilize the school buildings for meetings without fees provided there is a building custodian on duty and that clean up is not required.

Section 2. Breaks:

Subd. 1. All employees shall receive the following breaks.

a. Employees who work seven hours or more hours per day shall receive a 30-minute non-paid break and two 15-minute paid breaks.
b. Employees who work five hours or more and less than seven hours shall receive a 30-minute non-paid break and one 15-minute paid break.
c. Employees who work less than five (5) hours and greater than or equal to three (3) hours will receive one 15-minute paid break.

Hours Worked	First 15-Minute Break (paid)	30-Minute Lunch Break (unpaid)	Second 15-Minute Break (paid)
Less than 3			
3-5	X		
5-7	X	X	
7+	X	X	X

Section 3. Dissemination of Agreement: Each new employee shall be given a copy of this Agreement, with two (2) copies sent to MSEA. The district shall provide a copy of the agreement to all mentors and twenty-five (25) copies to chief stewards. An electronic copy of the agreement will be maintained on the staff file share for other Paraeducator staff.

Section 4. Staff Development: The District recognizes the importance of professional development for Paraeducators. The District will provide in-service and staff development activities for Paraeducators when possible and as required by statute. The in-service activity to be conducted will be the responsibility of the District in collaboration with the Association. Employees whose position requires additional training are required to attend all scheduled in-service training unless excused by the District. The District shall not be required to provide make-up sessions for employees who are absent from scheduled in-service training. The District shall

provide a fifteen (15) day written notice to employees prior to all scheduled in-service training.

Section 5. Insurance Required: If the district requires members of the unit to transport technical equipment, the district shall pay for additional insurance costs for the employee's vehicle if requested by the employee.

Section 6. Eye Glasses/Contacts/Hearing Aids and Clothing Reimbursement: The District may pay up to $625 for replacement of eye glasses, contacts or hearing aids of the employee that are broken or damaged by a student when the employee is fulfilling the duties of their position. The incident must be reported at the time of the incident. The District may pay up to $350 for replacement of clothing damaged by a student when the employee is fulfilling the duties of their position. The incident must be reported at the time of the incident. The district shall evaluate the incident before payment is made.

Section 7. Job Descriptions: A book including Paraeducators job descriptions will be maintained at each district site or online.

Section 8. Job Re-Evaluation. The process for job re-evaluation will be followed when an employee, group of employees, or his/her supervisor believes a position has shown substantial change in essential functions, level of responsibility or requirements. The Human Resources Director has the final authority to determine if the re-evaluation should progress. The determination to review is subject to the grievance process only up to level III. The results and outcome of the job re-evaluation are not subject to the grievance procedure.

To begin the process, the Position Description Questionnaire (obtained from Human Resources) must be submitted to Human Resources by May 1. Any change resulting from the job re-evaluation would be effective July 1 of the next fiscal year.

Section 9. Cultural Liaisons.

Subd 1. Any benefits or conditions of employment currently received by the Cultural Liaisons personal on the payroll as of July 1, 2017 which are at a higher standard than provided in the Paraeducator collective bargained agreement shall be maintained at that higher pay level. Cultural Liaisons hired after July 1, 2017 shall be employed under the full terms and conditions of this contract.

Subd. 2 Summer Workday Minimum: Cultural Liaisons working during the summer performing home visits will receive a minimum of two-hours pay for such work.

Subd. 3 Cell Phones: Cultural Liaisons will be reimbursed $20/mo. ($240/yr.) for using their personal phone.

Section 10. Coaching and Advising: Paraeducators who miss regular work hours due to serving in a coach/advisor capacity will not lose pay for such hours, however the activities/athletic director and principal must provide prior approval. The district will provide time clock procedures for this.

ARTICLE XV
INSURANCE BENEFITS

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. Health and Hospitalization Insurance:

Subd. 1. Eligibility and Qualification: Eligibility and qualification shall be in accordance with the health insurance plan document. All employees whose regular work assignment is thirty (30) hours or more per week are eligible for enrollment in the group as provided by the plan document.

Subd 2. District Contribution: The school district shall make the following contribution for any employee who participates in the voluntary group medical insurance plan in force in the Shakopee school system.

Group Health Insurance Rates

2026-2027

	Plan	Annual Premium Contribution	Annual VEBA/HSA Contribution
Single	$2,600/$5,200 Deductible	$9,431.67	$1,300
	$5,000/$10,000 Deductible	$9,497.57	$1,500
EE+1/Family	$2,600/$5,200 Deductible	$15,735.91	$2,300
	$5,000/$10,000 Deductible	$15,834.76	$2,600

2027-2028

	Plan	Annual Premium Contribution	Annual VEBA/HSA Contribution
Single	$2,600/$5,200 Deductible	$9,808.93	$1,300
	$5,000/$10,000 Deductible	$9,877.47	$1,500
EE+1/Family	$2,600/$5,200 Deductible	$16,365.34	$2,300
	$5,000/$10,000 Deductible	$16,468.15	$2,600

The total district contribution towards an employee's health insurance is made up of an annual contribution towards premiums and an annual VEBA/HSA contribution as spelled out above.

Subd. 3. Married Couples Employed by District:
In the event that two (2) school district employees are married and eligible for School District provided health and hospitalization insurance, the School District will contribute the Employee (single) rate once it is established which spouse is choosing either employee + 1 or family. Each member of the couple must be a qualified employee for health benefits.

Subd. 4. Retirement: Employees retiring from the school district may continue participation in the district medical hospitalization and dental plans, if permitted by the terms of the policy with the insurance carrier and in accordance with state or federal statute. It is the responsibility of such employee to make arrangements with the school district's business office to pay the school district the monthly premium amounts in advance and on such date as determined by the School District. The employee's right to continue participation in these group insurance's, however, will be discontinued upon the employee attaining eligibility for medicare unless addressed differently by MN statute.

Section 3. Long-Term Disability Insurance: The District shall provide a long-term disability insurance program and shall pay the premium for each eligible employee. Benefits provided by the long-term disability plan are governed by the terms of the policy, including two-thirds (2/3) of the employee's regular hourly base salary, excluding any extra compensation, after a total waiting period of ninety (90) calendar days. To be eligible for this coverage the employee must work at least four hours per day in a position or positions covered by this agreement.

Section 4. Life Insurance: The School District shall pay the premium cost of two (2) times the basic annual earnings up to a maximum of $80,000 of a term life group insurance policy for each employee for the terms of this agreement. To be eligible for this coverage the employee must work at least four hours per day in a position or positions covered by this agreement. At his or her own expense through payroll deduction, an eligible employee may purchase additional coverage for self and family as allowed by the insurance carrier.

Section 5. Dental Insurance: The School District shall make the following contribution for any employee who participates in the School District's voluntary group dental insurance plan.

Dental Insurance Rates

Monthly Contribution
$90.00

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this article. It is further understood that the 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 District as a result of denial of insurance benefits by an insurance carrier.

Section 7. Flexible Benefits Plan: The District may adopt a payroll-system flexible benefits plan from a Flexible Benefits Plan vendor. The School District will assume all administrative costs of the operation of the flexible benefits plan.

Section 8. Reduction in Hours Protection: Employees who are reduced in hours through no fault of their own, shall suffer no reduction in insurance benefits for the duration of the balance of the insurance contract period, provided the insurance carrier allows.

Section 9. Open Enrollment: The District shall provide a period of open enrollment for health insurance options for the employees to be held during the month of May each year where employees can enroll or change coverages for the upcoming school year.

Section 10. Patient Protection and Affordable Care Act (PPACA): If provisions of the PPACA require contractual revisions, the parties mutually agree to reopen the contract to address those revisions.

ARTICLE XVI
DISTRICT MATCH 403(B) TAX DEFERRED PLAN AND SEVERANCE

Section 1. Eligibility: The District's match to an employee's qualified 403(b) tax deferred plan shall become available to an employee when they have completed three years of employment in the District. An employee may contribute to a qualified 403(b) tax deferred plan on their own prior to becoming eligible for the District's match.

Section 2. Amount: For each dollar ($1) that an employee contributes via payroll deduction to a qualified 403(b) tax deferred plan, the District shall contribute one dollar ($1) to the same annuity, up to a maximum annual contribution that is equal to two and one-half percent (2.5%) of the employee's gross annual salary. For the purposes of this section, the employee's gross annual salary shall be calculated by multiplying his/her hourly rate by the number of hours in effect on July 1st of each fiscal year.

Section 3. Enrollment: An eligible employee may initiate his/her participation in the District match by submitting the appropriate forms to the Business Office at least thirty (30) days prior to January 1st and July 1st and within thirty (30) days of the ratification of this Master Agreement.

Section 4. Renewal: Once an employee has initiated the District match, his/her participation will continue at the same level unless they notify the District in writing of a change. Changes in an employee's level of participation shall be allowed only at the start of a calendar year (January 1) and a fiscal year (July 1) and shall then continue in effect for that fiscal year. Match will be made effective 1st payroll of the next available open enrollment. Employees will be notified when they become eligible for the match.

Section 5. Severance: In addition to the benefits provided in Article XVIII, Section 1-4, employees hired prior to July 1, 1992 shall be entitled to the following severance benefit upon resignation from the School District after completing twenty (20) years of full-time service (excluding time spent on unpaid leave.)

Grade 3 Position Classifications	$5,500
Grade 4 Position Classifications	$7,100
Grade 5 Position Classifications	$7,200

This dollar amount shall be reduced by the amount of the school district's total matching contribution, excluding earnings from such school district contribution, to the employee's Minnesota Deferred Compensation Plan and/or Tax-Sheltered Annuity calculated on the June 30 following retirement. The payment(s) shall be made by the School District on the next pay date following retirement. If, after the effective date of retirement, the employee dies before receiving payment, the balance due shall be paid to the employee's named beneficiary, or, lacking same, to the surviving spouse of the employee, if any; otherwise, to the estate of the deceased employee. No benefits under this Section shall be granted to any employee who has been discharged by the school district. All eligible employees who may receive severance under this Section shall be listed in a Letter of Agreement attached to this Agreement and updated each negotiation.

Section 6. 401A Program: The Paraeducator unit may choose to participate in the district's approved 401A program. The unit would need to agree as a group to participate, and all members retiring during any year would be required to participate. 100% of the retirement funds would be placed in the 401A account unless the unit votes to allow some other allotment, which would be required of each retiree.

ARTICLE XVII
VACATIONS

Section 1. Earned Vacation:

Subd. 1. Employees whose regular assignment is 220 days worked or more shall be afforded vacation as follows:

1-6 years at 220 days or more.....10 days vacation
7-13 years at 220 days or more.....15 days vacation
14 or more years at 220 days or more..... .....20 days vacation

Subd. 2. July 1 will be the anniversary date by which an employee's days of vacation shall be computed.

Section 2. Vacation shall be credited to the employee on a monthly basis as it is earned.

Section 3. The ninety (90) calendar day probation period shall not count toward vacation days if employment is terminated at the end of the probationary period.

Section 4. Employees will be allowed to carry over ten (10) vacation days into the following year above their annual accrual rate to be used by December 31st by written request to Human Resources. The total vacation period taken in any one year shall not exceed thirty-five (35) days.

Section 5. Employees leaving the district for any reason shall receive pay for his/her earned vacation.

ARTICLE XVIII
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2026, and continuing through June 30, 2028, and thereafter until modifications are made, pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent pursuant to the P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability: The provisions of this Agreement shall be severable, and, if any provision thereof or the application of any such provision under any circumstance is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

FOR THE DISTRICT	FOR THE EXCLUSIVE REPRESENTATIVE
By _____	By_____
Its _____	Its _____
By _____	By _____
Its _____	Its _____
	By _____
	Its _____
	By _____
	Its _____
Dated _____	Dated _____

Appendix A
Rates of Pay

2026-2027

New Step	Old Step	Student Supervision Paraeducator Grade 2A	Media Paraeducator, Program Support Paraeducator, Security Attendant Grade 3B	Bilingual Program Support Paraeducator, District Wide Program Support Paraeducator, Special Education Secretary Grade 4C	5D	6 E	District Lead Assistive Technology Paraeducator, District Lead Technology Paraeducator, Technology Paraeducator, Lead Paraeducator, Cultural Liaisons 7F
1	13	$19.45	$21.85	$25.21	$25.58	$26.06	$26.53
2	14	$19.98	$22.50	$26.05	$26.39	$26.87	$27.37
3	15	$20.51	$23.16	$26.87	$27.19	$27.69	$28.20
4	16	$20.73	$23.39	$27.10	$27.41	$27.91	$28.43
5	17	$20.96	$23.61	$27.33	$27.64	$28.14	$28.65
6	18	$21.18	$23.84	$27.56	$27.86	$28.36	$28.88
7	19	$21.41	$24.07	$27.78	$28.09	$28.59	$29.10
8	20	$21.65	$24.30	$28.01	$28.32	$28.84	$29.34
9	21	$21.93	$24.58	$28.30	$28.61	$29.11	$29.64
10	22	$22.20	$25.82	$28.58	$28.88	$29.39	$29.93
11	23	$22.48	$26.97	$28.87	$29.15	$29.66	$30.21
12	24	$22.77	$27.50	$29.15	$29.42	$29.92	$30.72
13	25	$23.08	$27.65	$29.44	$29.69	$30.19	$31.23

2027-2028

New Step	Old Step	Student Supervision Paraeducator 2A	Media Paraeducator, Program Support Paraeducator, Security Attendant 3B	Bilingual Program Support Paraeducator, District Wide Program Support Paraeducator, Special Education Secretary 4C	5D	6 E	District Lead Assistive Technology Paraeducator, District Lead Technology Paraeducator, Technology Paraeducator, Lead Paraeducator, Cultural Liaisons 7F
1	13	$19.92	$22.37	$25.82	$26.19	$26.69	$27.17
2	14	$20.46	$23.04	$26.68	$27.02	$27.51	$28.03
3	15	$21.00	$23.72	$27.51	$27.84	$28.35	$28.88
4	16	$21.23	$23.95	$27.75	$28.07	$28.58	$29.11
5	17	$21.46	$24.18	$27.99	$28.30	$28.81	$29.34
6	18	$21.69	$24.41	$28.22	$28.53	$29.05	$29.57
7	19	$21.92	$24.64	$28.45	$28.76	$29.28	$29.80
8	20	$22.16	$24.89	$28.68	$29.00	$29.53	$30.04
9	21	$22.45	$25.17	$28.98	$29.30	$29.81	$30.36
10	22	$22.74	$26.43	$29.27	$29.57	$30.09	$30.65
11	23	$23.02	$27.62	$29.56	$29.85	$30.37	$30.93
12	24	$23.32	$28.16	$29.85	$30.13	$30.64	$31.46
13	25	$23.63	$28.31	$30.15	$30.40	$30.91	$31.98

Substitute Rate

Employees covering a vacancy/substituting for other employees will receive their regular rate of pay for the work rather than being offered the substitute rate.

1) Any Paraeducator working a 5.5-hour day (27.5 hrs/week or greater) or longer who uses less than or equal to five (5) sick days per school year (pure sick leave, excluding snow or other emergency closings) will receive an annual $200.00 lump sum payment at the end of the school year. For example, a Paraeducator working a regular 6.5-hour day could use up to 32.5 hours of sick leave to qualify for the payment. A Paraeducator working a regular 5.5-hour day could use up to 27.5 hours of sick leave and qualify for the payment

2) Any Paraeducator working less than a 5.5-hour day (less than 27.5 hrs/week) who uses less than or equal to five (5) sick days per school year (pure sick leave, excluding snow or other emergency closings) will receive an annual $100.00 lump sum payment at the end of the school year For example, a Paraeducator working a regular 4-hour day could use up to 20 hours of sick leave to qualify for the payment. A Paraeducator working a regular 2.5-hour day could use up to 12.5 hours of sick leave and qualify for the payment.

APPENDIX B

Cultural Liaisons Hired Before July 1, 2017 who Fall Under Article XIV Sect. 9

Maya Diaz-Slipka
Lina Marin
Guadalupe Reyes-Morales
Svetlana Mshar

Appendix C

Those who have completed the following years of service in the bargaining group will be eligible for longevity.

School Years Completed	Longevity Amount
Year 15	$0.20
Year 20	$0.40
Year 25	$0.60