EMPLOYMENT AGREEMENT

BETWEEN

Howard Lake/Waverly/ Winsted I.S.D. #2687

&

Minnesota School Employees Association (MSEA)

EFFECTIVE DATES

July 1, 2026 to June 30, 2028

Table of Contents

ARTICLE I - PURPOSE 5

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE 5
Section 1. Recognition: 5
Section 2. Appropriate Unit: 5

ARTICLE III - DEFINITIONS 5
Section 1. Terms and Conditions of Employment: 5
Section 2. Description of Appropriate Unit: 5
Section 3. School District: 5
Section 4. Employee Status: 5
Section 5. MSEA: 6
Section 6. Other Terms: 6

ARTICLE IV - SCHOOL DISTRICT RIGHTS 6
Section 1. Inherent Managerial Rights: 6
Section 2. Management Responsibilities: 6
Section 3. Effect of Laws, Rules and Regulations: 6
Section 4. Reservation of Managerial Rights: 7

ARTICLE V - EMPLOYEE RIGHTS 7
Section 1. Rights to Views: 7
Section 2. Right to Join: 7
Section 3. Request for Dues Check Off: 7
Section 4. Access to School Facilities: 8
Section 5. Reclassification of Positions: 8
Section 6. Seniority: 8
Section 7. Layoffs: 9
Section 8. Personnel Files: 9
Section 9. New Employee Access: 9

ARTICLE VI - RATES OF PAY **10**
Section 1. Rates of Pay: 10
Section 2. Advancement on Salary Schedule: 10
Section 3. Beginning Salary: 10
Section 4. Early Dismissal: 10
Section 5. School Closings: 10
Section 6. Classification of Positions: 10
Section 7. Longevity: 11

ARTICLE VII - HOURS OF SERVICE **11**
Section 1. Basic Work Week: 11
Section 2. Basic Work Year: 11
Section 3. Substitute Employees: 11
Section 4. Overtime: 11
Section 5. Lunch and Rest Periods: 12
Section 6. Miscellaneous Assistant Work Days: 12

ARTICLE VIII - CONTINUING EDUCATION **12**

ARTICLE IX - GROUP INSURANCE **12**
Section 1. Insurance Carrier: 12
Section 2. Health and Wellness Committee: 12
Section 3. Health and Hospitalization: 13
Section 4. Insurance Eligibility: 13
Section 5. Dental Insurance: 13
Section 6. Life Insurance: 13
Section 7. LTD Insurance: 13

Section 8. Claims Against the School District: 13
Section 9. Duration of Insurance Contribution: 13
Section 10. Worker's Compensation: 14
Section 11. 403b Matching Contribution Plan: 14
Section 12. Benefits: 14

ARTICLE X - PAID LEAVES OF ABSENCE 15
Section 1. Sick Leave: 15
Section 2. Sick Leave Bank: 16
Section 3. Bereavement/Family Illness Leave: 16
Section 4. Personal Leave: 17
Section 5. School Conference and Activities Leave: 18
Section 6. Jury Duty Leave: 18
Section 7. Exclusive Representative Leave: 18

ARTICLE XI - UNPAID LEAVES OF ABSENCE 19
Section 1. Childcare Leave: 19
Section 2: Unpaid Medical Leave: 19
Section 3. Insurance Application while on Unpaid Leave: 20

ARTICLE XII - HOLIDAYS 20
Section 1. Paid Holidays: 20
Section 2. Paid Holidays for Part-time employees: 20

ARTICLE XIII - DISCIPLINE, DISCHARGE, JOB POSTING AND PROBATIONARY PERIOD 21
Section 1. Probationary Period: 21
Section 2. Probationary Period; Change of Position: 21
Section 3. Completion of Probationary Period: 21
Section 4. Progressive Discipline: 21
Section 5. Meetings to Discuss Discipline Measures: 22
Section 6. Discharge Due Process: 22
Section 7. Disciplinary Action Records: 22
Section 8. Job Posting: 22

ARTICLE XIV - GRIEVANCE PROCEDURE 23
Section 1. Grievance Definition: 23
Section 2. Representative: 23
Section 3. Definitions and Interpretation: 23
Section 4. Time Limitation and Waiver: 23
Section 5. Informal Discussion: 24
Section 6. Adjustments of Grievance: 24
Section 7. Denial of a Grievance: 24
Section 8. Grievance Mediation: 24
Section 9. Arbitration Procedures: 24
Section 10. Jurisdiction: 25
Section 11. Election of Remedies and Waiver: 25

ARTICLE XV - GENERAL PROVISIONS 26
Section 1. Dissemination of Agreement: 26
Section 2. Eyeglasses/Contacts/Hearing Aids and Clothing Reimbursement: 26
Section 3. Job Descriptions: 26
Section 4. Increases in Hours: 26
Section 5. Notice of Change in Assignment and/or Hours: 26
Section 6. Health and Safety Committee: 27

ARTICLE XVI - DURATION 27
Section 1. Term and Reopening Negotiations: 27
Section 2. Effect: 27
Section 3. Finality: 27
Section 4. Severability: 27

Section 5. District Labor Management Committee: 27
Section 6. Meet and Confer: 27

APPENDIX A WAGES **28**

ARTICLE I
PURPOSE

THIS AGREEMENT is entered into between Independent School District No. 2687, Howard Lake, Minnesota, hereinafter referred to as the District or School District, and the Minnesota School Employees Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Paraprofessionals.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes the Minnesota School Employees Association as the exclusive representative for Paraprofessionals employed by the School District, whose exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the school district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the PELRA and in certification by the Commissioner of Mediation Services.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term Paraprofessionals shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same classification by all employees exceeds 67 calendar days in that year and emergency employees.

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

Section 4. Employee Status:

> Subd. 1. Regular Employee: An employee scheduled to work a regular or set number of hours per day a week.

A. Full-time: An employee regularly scheduled to work 30 hours or more per week.

B. Part-time: An employee regularly scheduled to work less than 30 hours, but more than 10 hours per week.

Subd. 2. Substitute Employee: An employee who replaces a regular employee or is employed for a special purpose or need that lasts for 67 days or less in a calendar year.

A. Definition of Substitute Employee: For the purposes of this Agreement, a substitute 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.

B. Substitute employees shall not be covered by this Agreement.

C. Retroactive Benefits: When the School Board appoints a person to fill a vacant position, if that person had been continuously employed in the same classification as a substitute employee, all benefits, including seniority shall be retroactive to the first day of employment in the classification with the exception of any insurance. This clause shall be in effect for new employees July 1, 2012, and forward.

Section 5. 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 6. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

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

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services 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 of the District.

The exclusive representative also recognizes the right, obligation and duty of the School Board

and its duly 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. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Rights to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such a unit with the school district.

Section 3. Request for Dues Check Off:

Subd 1. Employers must commence deductions within 30 days of notice of authorization from the exclusive representative and must remit the deductions to the exclusive representative within 30 days of the deduction. The failure of an employer to comply with the provisions of this paragraph shall be an unfair labor practice under section 179A.13, the relief for which shall be reimbursement by the employer of deductions that should have been made or remitted based on a valid authorization given by the employee or employees.

Subd 2. Remission of Withheld Funds. The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than thirty (30) days following the end of each payroll period.

Subd 3. Bargaining unit information. Within 20 calendar days from the date of hire of a bargaining unit employee, a public employer must provide the following contact information to an exclusive representative in an Excel file format or other format agreed to by the exclusive representative: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd 4. Every 120 calendar days, a public employer must provide to an exclusive representative in an Excel file or similar format agreed to by the exclusive representative the following information for all bargaining unit employees: name; job title; worksite

location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd 5. A public employer must notify an exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

Section 4. Access to School Facilities: The exclusive representative and its members shall have access to school facilities for the purpose of conducting association business, provided that it does not interfere with the educational process. When special custodial services are required, the District may make a reasonable charge therefore as designated in the District policy, designated as DFDA.

Section 5. Reclassification of Positions: If an employee or his/her supervisor believes a position has changed significantly or might warrant reclassification, the following process for review may be initiated:

Subd. 1. A written request for review would be submitted to the Principal by the employee or his/her supervisor. Such a request would include a detailed description of the responsibilities of the position. Documentation should demonstrate that the employee or his/her supervisor believe(s) responsibilities would materially change the classification. The Principal also reserves the right to request a review of any classification.

Subd. 2. The Principal and the Union Steward would convene a committee of up to three (another District Principal, homeroom instructor and a representative chosen by the union). The appellant may appear before the committee on his/her own behalf and/or may request that the person who directs his/her work be asked to offer information to the committee. The committee will make recommendations to the Superintendent; the Superintendent's decision may be appealed to the Board of Education. The Board's decision is final and binding and is not subject to arbitration. The decision of the Board will be made at the next scheduled board meeting following the appeal.

Subd. 3. The Superintendent will forward a copy of all requests for review and other documents provided to the committee by the appellant to the Exclusive Representative Unit Steward.

Subd. 4. Decisions will be retroactive to the date when duties changed not to revert past the current school year.

Subd. 5. Committee review will be scheduled outside of regular scheduled hours. However, any time spent doing this committee work shall be paid time at the employees' regular hourly rate of pay.

Section 6. Seniority:

Subd. 1. Seniority shall be established as the first day of continuous new employment at an employment condition of 10 hours or more per week. Seniority shall be granted after the completion of probation and shall revert back to the first day of employment with the district.

Subd. 2. Ties in seniority as described above shall be broken in the following manner: District administration reserves the right to break a tie in seniority between individual employees.

Subd. 3. A current seniority list shall be posted on the designated MSEA bulletin board. This list shall be annually reviewed and updated prior to October 15th of each year. The draft of the updated copy shall be furnished to the local association for review and corrections 10 days prior to publication.

Section 7. Layoffs:

Subd. 1. Layoffs or reduction of time due to a lack of funds, the discontinuance of programs or student staffing needs will be at the discretion of the administration by position.

Subd. 2. Any employee who has been laid off by the District shall have the right to bump the least senior employee, provided the senior employee has the qualifications deemed necessary to satisfactorily perform the duties and responsibilities of the position.

Subd. 3. Employees who have been laid off shall retain their seniority and bidding rights for a period of 9 months from the date of layoff.

Subd. 4. No vacancy shall exist if there are employees on layoff who meet minimum qualifications for the position. Employees who are on layoff shall be notified in writing by the district for any open positions available to be filled by recall. Seniority will apply for filling of the vacancy provided senior employee has the qualification deemed necessary to satisfactorily perform the duties and responsibilities of the position. Laid off employees shall have 10 business days to respond after receiving notification from the district if the employee is accepting the recall position or not. The position must be equal or greater in hours for the employee to be mandated to take the position or be terminated. Positions with fewer hours than the employee was working prior to lay off shall have the right to refuse the position and remain in lay off status. If there are multiple employees on layoff, the district may send a written notice to all employees at the same time indicating the district will contact employees beginning with the most seniority until the position is filled. Once the position has been filled, the remaining less senior employees shall receive written notice they will remain on the recall list until or unless there is another open position.

Section 8. Personnel Files: All personnel files shall be available during regular school business hours to each individual employee upon twenty-four (24) hour written notice. Personnel files are defined as the file maintained in the district office, 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 Minnesota 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 district may destroy such files as provided by law. The district must expunge from an employee's file any material found to be false or inaccurate or challenged as allowed by the Minnesota Data Practices Act.

Section 9. New Employee Access: The School District will provide the Union steward with the name and work location of each new employee when that employee begins work with the school district. The School District will also provide up to thirty (30) minutes of paid time to the Union to meet with the new employee.

ARTICLE VI
RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2026 to June 30, 2028.

Subd. 2. During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

Section 2. Advancement on Salary Schedule: Employees shall advance on the salary schedule annually on July 1. To qualify for salary schedule step advancement, an employee shall have completed their 90-calendar day probationary period prior to July 1.

Section 3. Beginning Salary: When any new employee is placed above the probationary rate as designated in Appendix A of this agreement the chief steward shall be notified in writing of the reasons why an employee was hired above Step 1.

Section 4. Early Dismissal: If school is started late or is dismissed early because of inclement weather or other emergencies and the instructional staff is dismissed, paraprofessionals will also be dismissed at no loss of pay. This section does not apply to in-service, teacher/parent conferences, etc., it is intended to cover early dismissals of an emergency nature. Paraprofessionals are dismissed 30 minutes after the student body is dismissed.

Section 5. School Closings: When school is closed due to weather, e-learning or equivalent, order or other emergency and the employee is not required to report for duty at a later date the employee will make up the day if instructional staff make it up. If the instructional staff are not required to make up the day employees shall be paid for all hours scheduled.

Subd. 1. The expectation for employees is to work during an E-learning day. If an employee is unable to work, they will need to communicate this to their building principal or designee. Job duties during an E-learning day could include; virtual meetings with students and other staff, preparing materials for lessons, online professional development opportunities, and other duties as assigned. Employees unable to work may qualify to use sick leave as defined by state statute, use a personal day, or take the day unpaid.

Section 6. Classification of Positions:

Subd. 1. Classification: Positions covered by this Agreement shall be placed in classifications and pay lanes as defined in Appendix A of this Agreement.

Subd. 2. The following classification and positions shall exist:

B-2-2:	**Position**
	Special Education/Management
	Assistant Nurse Assistant
	Technology Assistant

Teacher Assistant (Title 1 & K12)
Media Assistant
School Aged Care (SAC) Assistant

C-4-1 : School Aged Care (SAC) Supervisor

Section 7. Longevity: In addition to an employee's rate of pay, an employee shall receive additional pay as described below:

After five (5) years of service with the district an employee will receive $325.

After ten (10) years of service with the district an employee will receive $650.

After fifteen (15) years of service with the district an employee will receive $850.

After twenty (20) years of service with the district an employee will receive $1,050

After twenty-five (25) years or more of service with the district an employee will receive $1,550.

ARTICLE VII
HOURS OF SERVICE

Section 1. Basic Work Week: The regular work week, exclusive of lunch, shall be prescribed by the School District each year for regular employees.

Section 2. Basic Work Year: The regular work year shall be prescribed by the School District each year for regular full-time and part-time employees.

By August 1 of the previous school year or at the time of hire, the District shall issue to each employee a notice of assignment via the District's electronic payroll system which will include: the employee's name, the job title or position, the approximate beginning and ending dates of the employment period, the approximate number of hours per day or week, and the hourly rate of pay, the pay level and the experience step. Employees should electronically sign the agreement within fourteen (14) days of receiving the agreement.

If the Master Agreement is open for negotiations at the time the individual employment contracts are issued, the hourly rate of pay will read "to be negotiated." The District reserves the right, if it finds circumstances to require it (such as for discontinuance of positions, lack of pupils, or financial limitations), to modify or reduce the length of the employment period or the number of hours of service. The District shall notify any affected employee of any permanent change in his/her individual employment contract at least seven (7) days in advance. Any reductions in hours per day or employment year will be considered a layoff, giving the employee rights as described in ARTICLE XIII.

Section 3. Substitute Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a substitute or casual basis.

Section 4. Overtime: Hours worked in excess of 40 hours per week shall be defined as overtime and paid at the rate of one-and-one-half the employee's base hourly rate of pay. All overtime hours must be approved by the employee's supervisor(s) and the Superintendent prior to the overtime hours being worked, except in emergencies.

Section 5. Lunch and Rest Periods: Employees shall be provided with a 15-minute paid rest break for every three hours worked. A duty-free lunch period of at least thirty (30) minutes without pay shall be offered to all employees who work five and one half (5.5) hours or more per shift. Rest breaks are to be scheduled with the employee's supervisor at a time mutually agreeable, as per the employee handbook.

Section 6. Miscellaneous Assistant Work Days:

Subd. 1. Nurse, Technology, and ALP assistants may be given additional summer work to assist with summer school and projects throughout the District. The number of days will be determined and scheduled by the District.

Subd. 2. Other paraprofessionals may be offered hours for summer school classroom assistance as needed. These hours will be offered using the seniority system.

ARTICLE VIII
CONTINUING EDUCATION

Section 1: The District will endeavor to notify paraprofessionals of opportunities for continuing education activities such as: workshops, seminars and course offerings. Attendance at such opportunities may be granted without loss of pay provided that the attendance is requested by the paraprofessional and approved in advance by the Superintendent or designee. The District decision on training opportunities under this Article is not grievable.

Section 2: Employees who attend such offerings or who attend events on their time (with prior approval or at the request of their supervisor) shall be reimbursed for the mileage and other reasonable costs as determined in advance by the Supervisor and the Director of Human Resources.

Section 3: Paraprofessionals who attend training required by the District shall be paid their regular rate of pay for all hours required attending such training.

Section 4: The district will provide unit members a minimum of 12 hours of paid in-service per year. Employees shall be notified prior to the start of the school year the dates they will be required to attend training during the school year. Employees will be paid their regular rate of pay for all in-services they attend. Attendance will be mandatory.

Section 5: Paraprofessionals may not use a personal day or take an "unpaid" day on a staff development day. A paraprofessional's Supervisor may grant the use of a personal or "unpaid" day upon request, but that request may be denied.

ARTICLE IX
GROUP INSURANCE

Section 1. Insurance Carrier: The selection of the insurance carriers and policies shall be made by the District as provided by law.

Section 2. Health and Wellness Committee: The District Health and Wellness Committee shall function to study and make recommendations to the District regarding employee benefits. Such recommendations shall be advisory only and shall not be binding upon the District. Employees covered by this Agreement shall have one (1) member on the committee. Scheduled time spent on this committee shall be compensated by the District at the employee's regular wage. For

meetings held outside of the employee's schedule, the employee shall receive compensation at the appropriate rate.

Section 3. Health and Hospitalization: Bargaining unit employees who work thirty (30) hours or more per week are eligible for health and hospitalization insurance. The employee may elect to choose family insurance. If the cost of the health and hospitalization insurance exceeds the amount contributed by the District, the additional cost shall be borne by the employee, through payroll deduction. Beginning January 1, 2026, the district contribution for single coverage is $7,378 and $12,361for family coverage for the calendar year. The district contribution for 2027 and 2028 for single coverage is $7,500 and $12,732 for family coverage for the calendar year.

Married Couples Employed by District: In the event that two school district employees are married and each is eligible for School District provided health and hospitalization insurance, the maximum District contribution for both employees combined will be one family contribution and one single contribution. One spouse may elect to apply the dollar amount for single coverage to the family coverage.

The District and the Union may reopen this agreement upon mutual consent in the event that unanticipated changes in health insurance regulations substantially increase, alter, or impair the financial obligations of the District.

Section 4. Insurance Eligibility: Benefits provided in this Article are designed for bargaining unit employees who are employed an average of 30 hours or more per week and 150 days or more in a school year unless otherwise indicated. These employees shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of 30 hours per week or less than 150 days in a school year shall not be eligible for any benefits pursuant to this Article, except for life insurance. Eligibility is subject to any limitations contained in the contract between the Insurance Carrier and the District.

Section 5. Dental Insurance: Bargaining unit employees may elect participation in the District dental plan. The District shall pay $50 per month ($450 yearly) of the premiums beginning January 1, 2026.

Section 6. Life Insurance: The District shall contribute the full cost to provide a life insurance policy in the amount of $50,000 for each employee who works a minimum of 20 hours a week, on a monthly basis. The listed coverage is subject to the limitations of the carrier qualifications.

Section 7. LTD Insurance:

> Subd. 1. Bargaining unit employees shall be eligible to purchase LTD insurance coverage, subject to the limitations of the carrier.
>
> Subd. 2. The employee choosing to enroll in LTD insurance shall pay all premiums.

Section 8. Claims Against the School District: It is understood that the District's only obligation is to purchase insurance policies and pay such amounts as agreed upon herein. No claims shall be made against the District as a result of a denial of claims by an insurance carrier.

Section 9. Duration of Insurance Contribution: An employee is eligible for District contribution as provided in this Article as long as the employee is employed and on a paid status by the District unless otherwise required by state or federal law. Upon termination of employment, all District contributions shall cease at the end of the month of termination.

Section 10. Worker's Compensation:

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 District under the provisions of the Worker's Compensation Act, the 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 accumulated sick leave.

Subd. 2. A deduction will be made from the employee's accumulated sick leave according to the pro rata portions of days of sick leave used to supplement worker's compensation.

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

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

Section 11. 403b Matching Contribution Plan:

Subd.1. Employees who are regularly employed with the School District shall be eligible to participate in a 403b matching contribution plan pursuant to M.S. 356.24.

Subd. 2. The School District shall contribute annually an amount equal to the amount contributed by the employee.

Subd. 3. The School District will match para contribution(s) up to the maximum amount listed in the annuity match benefit chart. If a para does not contribute the maximum amount in an annuity for a given year, the District will match up to the amount contributed by the para. The match will be equivalent to para contribution up to the District maximum.

Years of Service	District Maximum Annual Match 2026-2028
2-5	$600
6-10	$740
11-15	$840
16+	$900

Subd. 4. A salary reduction authorization agreement must be completed by the eligible employee by October 1st of the school year for the employee to participate in the 403(b) matching contribution plan for that school year.

Section 12. Benefits: For any new employees hired by the District, the District must notify said employees immediately of benefits each is eligible to receive from the District.

ARTICLE X
PAID LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Accrual Rate: All regular employees will be granted 15 sick leave days each school year. These days are earned at 2 days per month for each full month worked, up to a maximum of 15 total sick leave days for that school year. Sick leave days may be accumulated from year to year up to a maximum of 90 days for twelve-month employees, and 90 days for less than 12-month regular employees. Employees hired after the start of a school year will be given sick leave days in proportion to the number of days worked during that school year.

Subd. 2. Alternate Schedule: An employee who works and alternate schedule will receive a prorated amount of leave based on the number of student days the para is scheduled. Leave will be prorated based on the individual's schedule. The leave will be reviewed and trued up at the end of the year based on the days that are worked.

Days Worked	Leave Days
5	15
4	12
3	9
2	6
1	3

Subd. 3. The District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the District. In the event that a medical certificate will be required, the employee will be so advised in advance or at the time requested.

Subd. 4. Approved sick leave shall be deducted from the employee's accrued sick leave.

Subd. 5. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the District office.

Subd. 6. 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. 7. Sick Leave/HRA Contribution: The School District will convert sick leave days to HRA or 403b dollars at a rate of $100 per day with the following conditions: The School District will use the sick leave balance as of the end of each school year and the new balance will reflect a reduction based on the number of sick days that have been converted to HRA or 403b dollars for the employee. The payment will be made to a District approved Health Reimbursement Arrangement (HRA) or the employee's 403b account and in compliance with all IRS codes. The employee must indicate in writing by

June 1 of each school year, his/her intent to have the funds placed in his/her 403b account. If written notice is not made by June 1, the funds will default to the HRA. The payment will be made within 60 days after the end of the school year on the following basis:

Accumulated Sick Leave	**Amount**
45-54 days accumulated sick leave	1 day ($100)
55-70 days accumulated sick leave	2 days ($200)
71-80 days accumulated sick leave	3 days ($300)
81-90 days accumulated sick leave	4 days ($400)

This plan will be subject to state and federal laws, rules, and regulations.

Section 2. Sick Leave Bank: An employee may elect to participate in the use of a sick leave bank by donating up to 6 days of accumulated sick leave per year to the bank, as long as the employee has at least (30) days of unused sick leave in their own sick leave account. For the purposes of accessing the sick leave days in the bank, and employee must have exhausted all of his/her sick leave and meet the following criteria:

1. be a contributing employee and

2. the illness or injury is not covered by Workers' Compensation and/or such compensation benefit has been exhausted and

3. be incapacitated from his/her duties due to serious personal health conditions of the qualifying person or members of their immediate family and,

4. must be known or expected to miss at least 5 consecutive days

5. must have his/her absence approved pursuant to standard attendance policies and

6. make a written application showing the need to the committee.

Applications for use of the sick leave bank will be reviewed by a committee made up of two employee group members and one employer representative.

Section 3. Bereavement/Family Illness Leave:

Subd. 1. A maximum of five (5) days of accumulated sick leave can be used when there is a death or serious illness of a member of the paraprofessional's immediate family. A paraprofessional may use five (5) days for each individual emergency even if it concerns a certain individual more than once in a school year. Immediate family shall include paraprofessional's spouse/significant other, children of employee or spouse/significant other, brother, sister, parents, guardian, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandparents or other relatives in the same household as the paraprofessional.

Subd. 2. A maximum of three (3) days of accumulated sick leave can be used when there is a death or serious illness of any other person as defined below. A paraprofessional may use three (3) days for each individual emergency even if it concerns a certain individual more than once in a school year.

This subdivision includes grandparents, in-laws (father, mother, brother, sister), grandchildren, and persons under a paraprofessional's care.

Subd. 3. Special consideration may be given for five days leave per year, as approved by the Superintendent.

Section 4. Personal Leave:

Subd. 1. An employee shall be granted three (3) days of personal leave at his or her discretion. An employee with ten or more years of service shall be granted four (4) days of personal leave at his or her discretion. An employee with twenty years or more of service shall be granted five (5) days of personal leave at his or her discretion. An employee may carry over two (2) unused days of personal leave from one year to the next with a maximum accumulation of five to six (5-6) personal leave days in any school year. The employee shall notify the Superintendent or supervising principal, in writing, one business day in advance of this leave, and the reason for such use shall not be required to be given by the employee.

Years of Service	Personal Days	Maximum
0-9	3	5
10-19	4	6
20+	5	6

Subd. 2. Alternate Schedule: An employee who works and alternate schedule will receive a prorated amount of leave based on the number of student days the para is scheduled. Leave will be prorated based on the individual's schedule. The leave will be reviewed and trued up at the end of the year based on the days that are worked.

Days Worked	0-9 Years Leave Days	10-19 Years Leave Days	20+ years Leave Days
5	3	4	5
4	2.4	3.2	4
3	1.8	2.4	3
2	1.2	1.6	2
1	0.6	0.8	1

Subd. 3. Usage Limit: An employee may not use more than five (5) personal days in one school year.

Subd. 4. Personal Leave Trade for Salary: If an employee does not use his/her personal leave during the school year, he/she may submit in writing a request to be compensated at their current rate of pay for unused personal leave time.

Subd. 5: Unpaid Days:

1. An employee must use all accumulated personal days before he/she can take an unpaid day.

2. Unpaid Days:

a. Unpaid days must be approved by the building principal 14 days in advance. Emergency circumstances will allow the principal discretion to approve if less than 14 days notice is given.

b. The payroll deduction for unpaid days will be taken out in full, on the payroll following the use of the unpaid day.

Subd. 6. Personal days or unpaid time cannot be used during the first 5 student days and the last 5 student days of the school year. Personal days or unpaid time may be granted during the first and last 5 student days of the school year at the discretion of the Superintendent or supervising principal.

Subd. 7. Written requests for personal time pay are due to payroll by June 1st of each year or at time of termination of employment. If said requests are not submitted by the deadline, personal time will be accumulated up to the allowable carry over; anything over the maximum carry over will be forfeited.

Section 5. School Conference and Activities Leave: An employee may take up to 16 hours of unpaid leave in a 12-month period for their child's school related events. Accumulated personal leave may be used, but is not required (MN State Statute 181.9412.)

Section 6. Jury Duty Leave: An employee who is called for jury duty or who is required to give testimony or participate 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 he/she is away from his/her employment assignment, if any. If the employee's presence in court is for the purpose of offering testimony, he/she must provide the district 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 he/she is away from his/her regular employment assignment. In no event shall this section apply to an employee whose presence is the result of an action under consideration by a court, judicial tribunal or BMS proceedings not related to the employee's employment relationship with the district and/or the MSEA.

Section 7. Exclusive Representative Leave:

Subd. 1. Reasonable time off shall be afforded to elected officers or appointed representatives of the exclusive representative to conduct the duties of the exclusive representative and must, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative

Subd. 2. Agreement negotiations, grievance hearings, grievance and interest arbitration, and meet and confer sessions shall not be counted as leave time.

Subd. 3. The total number of employees who may be on any leave under this section at any one time shall not exceed four of the members of the Exclusive Representative.

ARTICLE XI
UNPAID LEAVES OF ABSENCE

Section 1. Childcare Leave:

Subd. 1. A childcare leave may be granted by the District, subject to the provisions of this section and applicable law, to 1 parent of a natural or adopted infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making an application for childcare leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave whenever possible.

Subd. 3. If the reason for the childcare leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during the period of physical disability. However, an employee shall not be eligible for sick leave during the period of time covered by a childcare leave. An employee on a medical childcare leave shall provide a statement from her physician indicating the reason for the leave.

Subd. 4. Restrictions on the Use of Childcare Leave: In making a determination concerning the commencement and duration of a childcare leave, the District shall not, in any event, be required to:

A. Grant any leave more than 12 months in duration.

B. Permit the employee to return to employment prior to the date designated in the request for childcare leave, unless mutually agreed upon.

Subd. 5. Return from Childcare Leave: An employee returning from child care leave shall be re-employed in a position for which qualified unless previously discharged or placed on unrequested leave.

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

Subd. 7. Leave under this section shall be without pay or fringe benefits established by this Agreement, unless the leave is for medical reasons for employee, spouse or child.

Section 2: Unpaid Medical Leave:

Subd. 1. Unpaid Medical Leave Availability: 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 may, upon request, be granted a medical leave of absence without pay up to 6 months. This leave may be renewed at the discretion of the school district.

Subd. 2. Required Doctor's Statement: A request for leave of absence or renewal thereof

under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Section 3. Insurance Application while on Unpaid Leave: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the District the monthly premium.

ARTICLE XII
HOLIDAYS

Section 1. Paid Holidays: All employees working 200 days or more per year and working a minimum of 7 hours per day will receive the following paid holidays if holidays occur during the period of school employment. Holiday pay shall be proportional to the number of hours an employee works per day.

New Year's Eve Day	Friday after Thanksgiving
New Year's Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Labor Day	Independence Day

When a recognized holiday falls on a Saturday, the employees shall receive the Friday preceding the holiday off. When a recognized holiday falls on a Sunday, the employees shall receive the Monday after the holiday off. If school is in session on Friday or Monday, a floating holiday shall be granted in lieu of the holiday, within six months, at the discretion of the Superintendent.

Section 2. Paid Holidays for Part-time employees: Bargaining unit employees who work less than 200 days per year will receive the following holidays. Holiday pay shall be proportional to the number of hours an employee works per day.

Thanksgiving Day	Friday After Thanksgiving
Christmas Eve Day	Christmas Day
New Year's Eve Day	New Year's
Day Good Friday	

ARTICLE XIII
DISCIPLINE, DISCHARGE, JOB POSTING AND PROBATIONARY PERIOD

Section 1. Probationary Period:

Subd. 1. An employee under the provisions of this Agreement shall serve a probationary period of 90 calendar days of continuous service in the District during which time the District shall have the unqualified right to discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

Subd. 2. A newly hired paraprofessional who is not highly qualified at the time of hire shall have forty-five (45) calendar days from their date of hire to meet the requirements to become highly qualified. Until the employee meets the requirements to become highly qualified, the employee shall be compensated according to the designated non-highly-qualified paraprofessional pay rate. Upon verification that the employee has met the requirements to become highly qualified, the employee shall be placed on the applicable highly-qualified paraprofessional pay scale effective the date the requirements are met.

Section 2. Probationary Period; Change of Position: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of 30 days in any such new position. During this 30-day probationary period, if it is determined by the District that the employee's performance in the new position is unsatisfactory, the District shall have the right to reassign the employee to the former position.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be disciplined only for just cause. An employee who has completed the probationary period and is disciplined shall have access to the grievance procedure.

Section 4. 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 and issued in a timely manner. 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.
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 5. 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 that may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

Section 6. 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 7. 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 that 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.

Section 8. Job Posting: All vacancies in classifications represented by this agreement shall be posted in all buildings on the designated MSEA bulletin boards for a period of five (5) working days. Any employee interested in the position must advise the employer in writing within the posting period of their interest for the posted position.

Subd. 1. Applications received after the application deadline in the published notice shall not be considered.

Subd.2. Candidates for the position shall be screened by the administrator responsible for supervision, and a minimum of 3 candidates will be interviewed, when possible.

Subd. 3. Seniority will apply in the filling of the vacancy provided an employee has the qualifications deemed necessary to satisfactorily perform the duties and responsibilities of the position.

Subd. 4. The parties recognize that qualifications for certain positions are determined by the needs of a particular student. In the application of Subd. 3, the employer may take these specific needs into consideration. If the district is planning to override the provisions of Subd. 3, it must have notified the Union prior to the override.

Subd. 5. Vacancies occurring during the summer months will be posted on the HLWW district website for a period of ten (10) working days.

Subd. 6. If no one applies for the extended hours position for the following school year, the paraprofessional shall retain the position until a time at which the extended hours are no longer needed – and shall not lose the extended hours because of seniority.

Upon hiring for all vacancies, the District shall contact the Chief Union Steward of said hire. The District will also present a new hire packet and review the information with the new hire.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" is a dispute or disagreement between the employee or a group of employees and the District arising out of the employment relationship or the application of the terms and conditions of this bargaining unit Agreement.

Section 2. Representative: The employee or District may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Definitions and Interpretation:

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

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

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 is personally served, sent electronically, sent by fax or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 5. Disposed: A settlement of a grievance to the satisfaction of both parties, which has been reduced to writing.

Subd. 6. 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: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the District's designee. The parties may by written mutual agreement waive participation in the grievance steps and may similarly agree to extend the time limits established in this Article.

Section 5. Informal Discussion: In the event that an individual or group of individuals believes that there is a basis for a grievance, he/she or they may first discuss the alleged grievance with 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. Adjustments of Grievance: District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

> Subd. 1. Level I. If the grievance is not resolved through informal discussions, it shall be reduced to writing by the Exclusive Representative and submitted to the district. The written grievance shall be submitted within 20 days of the event giving rise to the potential grievance. The District's designee shall give a written decision on the grievance to the parties involved, including the reasons and arguments within 10 days after receipt of the written grievance.
>
> Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within 10 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within 10 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.
>
> Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 10 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 20 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision within the time periods specified.

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

Section 8. Grievance Mediation: Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

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

> Subd. 1. Notice. A notice submitting a grievance to arbitration must be in writing filed in the office of the superintendent and the BMS within 10 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 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the commissioner to appoint an arbitrator, pursuant to the PELRA, 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 said request.

Subd. 4. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall be a hearing de novo.

Subd. 5. Decision. The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact that shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expense. 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 of recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator.

Section 10. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly 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 not limited to such areas of discretion or policy as the functions, and programs of the employer, it's 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 School Board to efficiently manage and conduct its operation with the legal limitations surrounding the financing of such operations.

Section 11. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon issuing a

proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XV
GENERAL PROVISIONS

Section 1. Dissemination of Agreement: Each employee shall be given a copy of this Agreement, with two (2) copies sent to MSEA.

Section 2. Eyeglasses/Contacts/Hearing Aids and Clothing Reimbursement: The District may pay up to $500.00 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 $250.00 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. There shall be no reimbursement for damaged personal effects such as watches, rings, etc. This Section is only grievable to the Superintendent level of the grievance procedure.

Section 3. Job Descriptions: A copy of job descriptions will be maintained at each district building site or online.

Section 4. Increases in Hours: If the district determines it's necessary to increase the number of hours for assignments for services provided by a position listed in Article VII, Section 7, 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. Any increase in assignment due to an extended school year or a summer school assignment shall be in order of seniority by the most senior having the right of first refusal to the extra assignment. If the District, due to a student's needs and IEP or medical recommendation request the same paraprofessional for the summer school session as the student had for the regular school year, the District shall meet and confer with the unit leadership. The paraprofessional must be willing to work the summer assignment. The unit leadership will have the authority to grant a waiver of the normal summer employment procedure to the District for specific incidents that meet these criteria.

> 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.

Section 6. Health and Safety Committee: One representative shall sit on the district health and safety committee. The employee shall be paid for all hours in attendance of such meetings and functions.

ARTICLE XVI
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2026 through June 30, 2028 and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 60 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 60 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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

Section 4. Severability: The provisions of this Agreement shall be severable only if any provision thereof or the application of such provision under any circumstances is held invalid. Such provisions shall not affect any other provisions of this Agreement or the application of any provision thereof.

Section 5. District Labor Management Committee: The Paraprofessional unit will be represented on the District Wide Labor Management Committee by appointing its own member.

Section 6. Meet and Confer: The District's designated representative(s) and the Exclusive Representative shall meet and confer as needed.

APPENDIX A WAGES

2026-2027 Wage Schedule	Step	B22 Highly Qualified	B22 Non-Highly Qualified	C41	Wage Increase
	1	19.17	18.70	22.94	2.5%
	2	19.57	19.09	23.41	
	3	19.95	19.46	23.90	
	4	20.74	20.23	24.82	
	5	21.57	21.04	25.86	

2027-2028 Wage Schedule	Step	B22 Highly Qualified	B22 Non-Highly Qualified	C41	Wage Increase
	1	19.55	19.17	23.40	2.0%
	2	19.96	19.57	23.88	
	3	20.35	19.95	24.38	
	4	21.15	20.74	25.31	
	5	22.00	21.57	26.38	

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

INDEPENDENT SCHOOL DISTRICT #2687

(School Board Chair)

(Chief Negotiator)

Dated this 12th day of October 2026

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

(Staff Representative)

Jodi Utne

(Chief Steward)

Dated this 13th day of october 2026