AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #743

SAUK CENTRE, MN

and

Minnesota School Employees

Association

Paraprofessionals,Paraprofessional

Interpreters, and District Printer

for

FISCAL YEARS

2026-2027

AND

2027-2028

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ARTICLE I
PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 743, Sauk Centre, Minnesota, hereinafter referred to as the School District, and the Sauk Centre/Minnesota School Employees Association hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for appropriate paraprofessionals and district printer.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes Minnesota School Employees Association as the exclusive representative for appropriate paraprofessionals, paraprofessional interpreters, and district printer employed by the School District, which 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 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, if any.

ARTICLE III
DEFINITIONS

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

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the unit shall mean all persons in the positions of paraprofessionals, paraprofessional interpreters, and district printer employed 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 position 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. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV
SCHOOL BOARD 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 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 efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

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

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 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 unit with the School District.

Section 3. Payroll Deductions: Pursuant to Minn. Stat. 179A.06, Subdivision 6, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction.

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.

Rights and Obligation of Employers. Pursuant to Minn. Stat. 179A.07, Subdivision 8

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. Union Steward: The Union may designate two (2) employees within the bargaining unit to serve as Co-Stewards. The Union shall provide written notice of this designation to the superintendent. Either of said Stewards shall serve as a local contact person for the School District.

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.

Subd. 3. Annual step movement shall occur upon July 1 of each year for employees of this unit. New employees hired before January 1 shall move to the next step on July 1 and those hired on January 1 or after shall move to the next step on July 1 of the following year.

Subd. 4. Given the previous compression of the salary schedule, an employee's step placement may not equate to their years of experience with the District.

Section 2. Overtime: All work performed in excess of forty (40) hours per week will be compensated at time and one-half (1.5) of regular pay. For purposes of overtime calculation, only hours actually worked shall be counted. Paid time off (PTO), including but not limited to vacation, sick leave, personal leave, holidays, and other paid leave, shall not be treated as hours worked and shall not be included in determining whether overtime thresholds have been met.

Subd. 1. All overtime shall be approved by the immediate supervisor and/or the Superintendent.

Section 3. Pay Dates: Pay dates will be the 15th and 30th of each month. If a payday falls on a weekend or a banking holiday recognized in this agreement, the pay day will be the previous business day. Payroll is issued via Electronic Deposit. An employee must provide the District with an appropriate bank account and shall not provide more than two accounts for said Electronic Deposit.

Section 4. School Closing: A school district that alters its calendar due to a weather event, public health emergency, or any other circumstance must continue to pay the full wages for scheduled work hours and benefits of all school employees for full or partial day closures, if the district counts that day as an instructional day for any students in the district. School employees may be allowed to work from home to the extent practicable. Paid leave for an e-learning day is provided under section 120A.414, subdivision 6.

Section 5 Timekeeping: All hours worked and rquests for compensation shall be recorded in the District's electronic time-keeping system. Employees are responsible for submitting accurate and complete timesheets with the payroll timelines established by the district.

ARTICLE VII
HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The regular work week, exclusive of lunch, shall be prescribed by the School District each year for regular employees. The regular work week may vary, as assigned by the District, for various positions covered by this Agreement.

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

Section 3. Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employees.

Section 4. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School District. The District may modify an employee's assignment as it determines, to best

meet student needs. However, in any re-assignment, excepting as provided for in Article XIII, the District will maintain a similar amount of duty hours per week for the employee.

Section 5. Meal Breaks: The parties acknowledge that meal breaks shall be provided consistent with Minnesota Statutes section 177.254 unless otherwise modified by this agreement.

Section 6. Duty Breaks: The District shall allow employee rest breaks consistent with Minnesota Statutes section 177.253.

Section 7. Professional Development: Employees will have two (2) paid training days (15 hours) paid at employee's regular hourly rate to be scheduled and completed prior to the start of each school year. The two training days will be mandatory with required attendance and will be in lieu of the scheduled 2-hour late start PLC days or 2-hour early release days.

ARTICLE VIII
GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance - Single Coverage:. The School District shall contribute a sum not to exceed $950.00 per month for the period of July 1, 2026 to July 31,2026, $1,025 per month for the period August 1, 2026 to August 31, 2027 and $1075.00 per month for the period September 1, 2027 to August 31, 2028 toward the premium for individual coverage for each employee who is scheduled for at least 1,688 hours per year. All ACA eligible employees shall be offered a Minimum Value Plan (MVP) deemed compliant with the Affordable Care Act (ACA) and shall receive a District contribution toward the premium for insurance coverage in the amount of $690.00 per month for the period July 1, 2026 through August 31, 2026, $875.00 per month for the period September 1, 2026, through August 31, 2027, and $925.00 per month for the period September 1, 2027 through August 31, 2028. Any remaining contribution dollars after the high deductible plan premium has been paid will be contributed to the HSA. Any additional cost of the premium shall be borne by the employee and paid through payroll deduction.

Section 3. Claims Against the School District: It is 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 a denial of insurance benefits by an insurance carrier.

Section 4. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed and on paid status by the School District. Upon termination of employment, all district contribution shall cease.

Section 5. Eligibility: Any benefits shall be subject to all terms and conditions of said plan, including any and all limitations.

Section 6. Retirees: An employee working 1688 hours or more retiring from the School District who currently qualifies for health Insurance and qualifies for PERA benefits shall be eligible to remain in the existing health and hospitalization Insurance program. The District shall contribute 60% of the yearly

applicable amount specified in Section 2 of this Article toward any coverage on a per month basis for no more than 96 months from the effective date of Retirement. Any additional amount of premium shall be prepaid, one month in advance, by the retiree. Employees hired after January 1, 2018 are not eligible for this benefit.

ARTICLE IX
403B MATCHING CONTRIBUTION PLAN

Section 1. A member of this unit shall be eligible to participate in a 403b matching program contribution plan pursuant to M.S. 356.24.

The School District shall match eligible annual member contributions based on the number of full years of service completed in the District by the member.

Years of Service	District Maximum Match
1-3 years	$200
4-6 years	$400
7-9 years	$600
10-12 years	$800
13+ years	$1,000

In the event an employee is eligible for severance payment pursuant to any other article of this Agreement, any School District contribution made pursuant to this article shall be deducted from such severance payment under Article X Section 1 at the time of the employee's retirement.

Requirements to Participate: The following subdivisions shall be applicable to this section:

Subd. 1. Prior to September 1 of any year, a member shall declare their intent to participate in a 403b matching program contribution plan by submitting a signed Intent to Participate form to the payroll department. Responsibility for filing said form is solely the responsibility of the member. Failure to file said form shall exclude the member from participation during that year. An Intent to Participate form shall be binding until a written and signed withdrawal of participation is provided to the payroll department.

In order for the Intent to Participate form to be valid, it is the member's responsibility to have all vendor accounts established and all vendor forms appropriately completed and signed. Failure on the part of the member to do so will void any School District match for said year.

Subd. 2. A member may, through payroll deduction, as indicated on the Intent to Participate form, contribute any dollar amount up to or in excess of the School District contribution, provided that they are responsible for and comply with all applicable rules and statutes.

Subd. 3. The School District and the member will direct their contributions to the same vendor.

Subd. 4. Contributions as defined on the annual Intent to Participate form shall be remitted twice monthly, Sept.16th thru June 15th. Member share deductions will be made twice monthly through payroll and shall be remitted with the School District amount. (18 payrolls)

Subd. 5. The member shall choose a vendor from the School District established list in order to participate.

Subd. 6. Management of both the portfolio of individual investments and the School District contributions shall be solely the responsibility of the member in whose name these investments have been made. The School District absolutely assumes no current or future liability for contributions made to these plans or for investment earnings (losses), which may accrue to these portfolios as a result of investment decisions, which are made by the member.

Subd. 7. Members are not to construe any plan or the district contributions to any plan or the opportunity of the member to match such contributions as legal, tax, or investment advice by the School District.

Subd. 8. The management of both the individual and School District contributions shall be solely the responsibility of the member in whose name the contributions have been made. Each member should consult their own attorney, accountant, and investment advisor as to legal, tax, and investment issues relating to contributions in any plan.

Subd. 9. The School District has neither reviewed nor approved any investment programs, which the member may obtain by way of contributions under any plan.

Subd. 10. Each member agrees to indemnify and hold harmless the School District from any adverse investment experience arising from or connected with contributions to any plan.

Subd. 11. There shall be no School District contribution for any member on a leave of absence.

ARTICLE X
SEVERANCE PAY

Section 1. Severance Pay: The District will pay employees (or their estate), who have accumulated sick leave, who have worked in the district:

--at least 10 years, 20% of their accumulated sick leave days or

--at least 20 years, 50% of their accumulated sick leave days;

in compensation upon their retirement, subject to qualifying under PERA, or death, based upon a prorata basis of their average workday.

Section 2. Payment: The rate of pay at the time of accepted retirement shall be the basis for calculating said benefit. The benefit to be received shall be paid on June 30th of the year of qualifying retirement. Severance pay pursuant to this article will only be paid one time. Employees hired after January 1, 2021 are not eligible for this benefit.

ARTICLE XI
LEAVES OF ABSENCE

Section 1. Sick and Safe Leave:

Subd. 1. An employee shall earn sick and safe leave at the rate of (1) one day per month times their scheduled hours worked for (9) nine months. If an employee is scheduled to work (11) eleven months they shall earn sick leave at the rate of (1) day per month times their scheduled hours worked for (11) eleven months. Maximum accrual for (9) nine month employees will be 80 days and the maximum accrual for 11 (eleven) month employees will be 110 days.

Subd. 2. State Statute 181.9447 (ESST) defines what this leave can be used for and which family members are included.

Subd. 3. Sick and safe leave pay may be approved only upon submission of an electronic request.

Subd. 4. All employees that have reached their maximum accrual of sick leave prior to July 1 of any year will be eligible for a Sick Leave Buy Back. If the employee uses no (zero) sick leave for the course of the year, they will be eligible for five (5) days pay at the end of the year. Those employees qualifying for said Sick Leave Buy Back will have the salary included with their June 30th check.

Section 2. Personal Leave: Unit employees shall be granted three (3) unrestricted days of personal leave per year. A request for personal leave shall be submitted electronically. Personal leave may accumulate to a maximum of four (4) days. No more than three (3) unit members may be on personal leave or leave without pay on any given day.

Section 3. Worker's Compensation: Pursuant to applicable statute, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may have the option to draw sick leave and receive salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 4. Bereavement Leave: Up to five days of paid leave may be allowed for death in the employee's immediate family. The specific amount of leave allowed is subject to the discretion of the superintendent depending on the circumstances. Immediate family is defined as the employee's child (including step, adopted, foster), adult child, spouse, sibling, parent, parent-in-law, grandchild, grandparent, stepparent, or other relative living in the same household as the employee.

Section 5. Medical Leave:

Subd. 1. An employee who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, will, upon request, be granted a medical leave of absence, without pay, up to twelve (12) months. This leave may be renewed at the discretion of the School District.

Subd. 2. 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 normal responsibilities.

Subd. 3. An employee returning from an approved medical leave will be employed in the position they were previously employed in or a comparable position as determined by the District. However, in any re-assignment the District will maintain a similar amount of duty hours for the employee.

Section 6. Family and Medical Leave: Leave for such purposes, including leave beyond Section 4 above, shall be as specified in statute.

Section 7. Child Care Leaves:

Subd. 1. A child care leave for the full-time care of a dependent child by the parent of such child shall be granted by the School District for a period of time not to exceed two (2) years in duration, all without pay or fringe benefits. In the event that both parents are employed in the School District, only one will be eligible for these leaves at any one time.

Subd. 2. An employee must make written application for child care leave at least three (3) calendar months before the intended date for the commencement of the leave, unless need for child care arises out of an emergency, as determined by a medical doctor. Proposed beginning or ending dates of the child care leave may be adjusted by the School District so that the dates of the leave coincide with some natural break in the school year, i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or end of a coaching season. In any event, however, the School District shall not be required to grant a leave of more than two (2) years in duration, nor be required to permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 3. If the reason for the request for the child care leave is occasioned by pregnancy, the pregnant employee will also provide a statement from her physician indicating the expected date of delivery at the time that the child care leave application is filed. Any period of physical disability resulting from the pregnancy that occurs prior to the effective date of the child care leave shall be processed in accordance with the sick leave provisions of this Agreement.

Subd. 4. An employee returning from child care leave shall be reemployed in a position for which the employee is qualified unless previously disciplined or discharged. All credit for longevity used to determine step placement and any unused accumulated leave time earned prior to the beginning of a child care leave shall be retained by the employee and be eligible for use upon the employee's return from the child care leave. While on the leave, however, the employee shall not accrue additional credit for longevity or leave time.

Subd. 5. Failure to return pursuant to the date determined under this leave shall constitute grounds for termination of the employee unless the School District and the employee mutually agree to an extension in the leave, within the parameters of this Agreement.

An employee on a child care leave of absence may be eligible to participate in group insurance programs if so permitted under the provisions of the District's insurance policies. But any premium for such programs shall be paid monthly in advance by the employee who elects to participate, commencing with the beginning of the child care leave. In the event that an employee on a child care leave of absence does not return to the District, the right to continue participation in such group insurance programs will terminate.

Section 8. Credit: An employee who returns from any unpaid leave shall retain experience credit for pay purposes and years of service credit for other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 9. Jury Duty Leave: An employee who is called to serve jury duty will be provided leave with pay for each day that said service would interfere with their regularly scheduled shift. The employee will notify the district of the dates of pending absences as soon as possible following notice of jury duty. The employee shall reimburse to the District any per diem paid to them, by the Court, for said service except that the staff member may retain any mileage or meal allowance paid by the court.

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

Section 11. Unpaid Leave Days: The district may, at its discretion, grant other unpaid leave. Days may be taken consecutively or singularly and shall not be deducted from accrued sick leave. Requests for unpaid time shall be submitted electronically. Requests for such leave must be submitted at least three (3) days in advance, except in the case of medical emergencies. All other appropriate leave days need to be used before employees will be granted unpaid days. No more than three (3) employees shall be granted unpaid or personal leave at the same time.

ARTICLE XII
HOLIDAYS

Section 1 - Holidays: Employees shall be entitled to the following holidays:

Hours Employed Less than 1688	Hours Employed 1688 or more
Thanksgiving Day	Labor Day
Christmas Eve Day	Thanksgiving Day
Christmas Day	Thanksgiving Friday
New Year's Eve Day	Christmas Eve Day
New Year's Day	Christmas Day
Good Friday	New Year's Eve Day

XXXXX	New Year's Day
XXXXX	Good Friday
XXXXX	Memorial Day
XXXXX	Juneteenth

Martin Luther King Jr. Day - All employees working 1688 hours or more, if school is not in session, if school is in session this will be a normal working day.

Presidents Day - All employees working 1688 hours or more, if school is not in session, if school is in session this will be a normal working day.

Subd. 1. If the holiday occurs on a Saturday, or Sunday the School District reserves the right to designate either Friday or Monday as the paid holiday.

Subd. 2. In the event that an employee is assigned to work on a designated holiday they will be paid at the rate of two (2) times the regular hourly rate.

Subd. 3. 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.

Subd. 4. In order to be eligible for holiday pay, an employee must work their regularly scheduled workday immediately before and immediately after the holiday. Exceptions to this requirement apply only when the employee uses approved paid time off (sick leave, personal leave, or vacation leave) in accordance with the provisions of the agreement. Unpaid leave shall not qualify as an exception.

Subd. 5. All holidays that fall on a regularly scheduled work day shall be compensated for the regularly scheduled hours for that day. All holidays that fall on a regularly scheduled day off shall be compensated as a regularly scheduled work day, however, in no case shall it exceed 8 hours.

ARTICLE XIII
VACATIONS/MISCELLANEOUS PROVISIONS

Section 1. Earned Vacations: Vacation will be accrued on a pro rata basis of the employee's average scheduled workday as per the following schedule and shall be applicable only to those employees that work 1,688 or more hours per school year:

Years of Service	Vacation Hours Earned
0-2	96
3 5	104
6-8	112
9 - 11	120

12 - 14	128
15 - 17	136
18 or more	152

Subd. 1. Employees hired between October 1 and June 30 are not eligible for vacation as a matter of right until July 1 of the following year, but may be permitted to take vacation at the discretion of the Superintendent.

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

Subd. 3. Vacation hours will be determined by mutual consent with the immediate supervisor or the superintendent's designee.

Subd. 4. Accumulated vacation hours are not to be carried over into the next school year without prior written approval from the Superintendent.

Subd. 5. Any holiday, specified in Article XII, which falls within an employee's vacation period will not be counted as a vacation day.

Section 2. Expense Reimbursement: The School District will reimburse all valid and pre-approved expenses associated with the employee's duties provided a detailed receipt is submitted.

ARTICLE XIV
PROBATIONARY PERIOD /SENIORITY/DISCHARGE/DISCIPLINE

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous working service in the District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline 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.

Section 2. Probationary Period, Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of four (4) calendar months of actual work in any such new classification. During this four (4) month probationary period, if it is determined by the District that the employee's performance in the new classification is unsatisfactory, the District shall have the right to reassign the employee to the former classification.

Subd 1. As mutually agreed to an employee may be able to return to their previous classification without loss of seniority, any benefits, or any additional probationary period.

Subd 2. If mutually agreeable between the employee, exclusive representative and the School District, the probationary period may be extended.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, demoted or discharged only for cause as determined by the School Board, subject to common and accepted due process.

Section 4. Promotion/Transfer: Promotions or transfer to another classification will be made only with the approval of the School District.

Section 5. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall revert back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority placement will be determined by the employee number.

Subd. 1. Seniority List: A seniority list shall be compiled by the District and provided to the Co-Stewards not later than November 1 of each year. Employees shall then have thirty (30) calendar days to provide the District with information which may or may not lead to adjustments. Any revised list will then be provided to the Co-Stewards and an employee shall have fifteen (15) days to review.

Subd. 2. Seniority List: Seniority shall be lost for any of the following:

1. A voluntary quit.
2. A discharge for cause.
3. A lay-off of twenty-four (24) months or more.

Section 6. Reduction in Force (layoffs): The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority and right to recall, within classification, in seniority order for a period of six (6) months after the date of layoff.

Subd. 1. Employees who are laid off relative to this provision will have the right to bump a less senior employee in the same or lower classification provided they have completed the probationary period in the lower classification.

Subd. 2. Employees will be placed on a recall list for a period of six (6) calendar months. An employee that is recalled to a vacant or new position will have five (5) calendar days to accept said assignment of the offered position. Acceptance of the offer must be presented in writing to the office of the superintendent within five (5) calendar days. Failure to respond in writing within the allowable time period will constitute a rejection of said offer. An employee that rejects more than twice any offer that is equal to or greater than the previous hours of assignment at the time of layoff will be immediately removed from the recall list. It is the employee's sole responsibility to maintain a current mailing address with the District.

Section 7. Vacant Positions: All vacant or new paraprofessional positions will be posted in each building for a period of at least five school days, excepting vacancies occurring during the summer. Both designated Stewards will be notified by e-mail of any openings occurring during the summer. Any present employee will be eligible to apply for said vacant position in writing. However, nothing in this provision shall prohibit the District from advertising or otherwise obtaining potential applicants from outside of the District. The District will have the sole responsibility to make any placement relative to the transfer to or filling of any such position.

Section 8 Discipline: The School District reserves the right to discipline an employee. Discipline may include, but not be limited to; a reprimand, suspension, demotion or discharge.

ARTICLE XV
GRIEVANCE PROCEDURE

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

Section 2. Representative: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in 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 calendar days.

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: The filing or service of any notice or document herein shall be timely if it is personally served or emailed within the time period. All grievances, in order to be valid, shall be filed in writing with the Superintendent. The Superintendent may designate a supervisor to respond to said grievance pursuant to Level I described below.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall have a written decision on the grievance to the parties involved within seven (7) 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 of schools, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within seven (7) 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 seven (7) 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 thirty (30) days after receipt of the appeal. Within seven (7) 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.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School 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 School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Subd. 1. Mediation: (Optional by Mutual Agreement) The parties may call for mediation of the dispute by a mutually agreed mediator. A recommendation for settlement of the grievance by the mediator shall not be final and binding upon either party unless it is mutually agreed.

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. 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. Request: A request to submit a grievance to arbitration must be in writing signed by the exclusive representative and/or aggrieved party, and such request must be filed with the Superintendent within ten (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 unless mutually agreed to in writing between the parties.

Subd. 3. Selection of Arbitrator: Within thirty (30) days of receipt of the written decision in Level III, either party may request a list of five (5) arbitrators from the Commissioner of the State Bureau of Mediation Services. Upon receipt of the list the School District shall strike the first name and the parties shall alternately strike until one name remains. The name remaining shall be the arbitrator. The striking process shall be completed within thirty (30) days of receipt of the list of arbitrators. If after the fifteenth day, either party refuses to strike, the other party may select the arbitrator from the list of arbitrators not previously struck.

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

Subd. 5. Decision: The decision by the arbitrator shall be rendered within sixty (60) 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 PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording may be made of the hearing at the request of either party, however, the party requesting a transcript must pay for it.. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure.

Section 9. 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 XVI
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, 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 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, 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 negotiation during the term of this Agreement.

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

IN WITNESS WHEREOF, The parties have executed this Agreement as follows

For MSEA Paraprofessionals Unit
903 State Road
Sauk Centre, MN 56378

MSEA Field Representative

Steward

July 30, 2026
Date

For Independent School District No.743
903 State Road
Sauk Centre, MN 56378

Chairperson

Clerk

July 22nd, 2026
Date

SCHEDULE A – SALARY SCHEDULES

Classification B21
Paraprofessionals / District Printer

	2026-27		2027-28
1	$16.90	1	$17.41
2	$17.23	2	$17.75
3	$17.58	3	$18.11
4	$17.94	4	$18.48
5	$18.29	5	$18.84
6	$18.65	6	$19.21
7	$19.03	7	$19.61
8	$19.42	8	$20.00
9	$19.79	9	$20.38
10	$20.20	10	$20.80
11	$20.60	11	$21.22
12	$21.00	12	$21.63
13	$21.43	13	$22.08
14	$21.87	14	$22.52
15	$22.29	15	$22.96
16	$22.74	16	$23.42
17	$23.20	17	$23.89
18	$23.66	18	$24.37
19	$24.12	19	$24.85
20	$24.61	20	$25.34

(Given the previous "compression" of the salary schedules, an employee's step placement may not be the same as their years of experience.)

Classification B22
Paraprofessional Interpreters

	2026-27		2027-28
1	$19.39	1	$19.98
2	$19.78	2	$20.37
3	$20.18	3	$20.78
4	$20.58	4	$21.20
5	$21.00	5	$21.63
6	$21.40	6	$22.05
7	$21.83	7	$22.48
8	$22.27	8	$22.94
9	$22.73	9	$23.41
10	$23.18	10	$23.87
11	$23.64	11	$24.35
12	$24.10	12	$24.83
13	$24.59	13	$25.32
14	$25.09	14	$25.84
15	$25.59	15	$26.35
16	$26.10	16	$26.88
17	$26.62	17	$27.41
18	$27.15	18	$27.97
19	$27.70	19	$28.53
20	$28.28	20	$29.13