

Master Agreement

2025-2027

between

Independent School District #881
Maple Lake, Minnesota

and

Maple Lake Support Staff



Effective Dates: July 1, 2025 through June 30, 2027

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**MASTER AGREEMENT
INDEPENDENT SCHOOL DISTRICT 881
AND
MAPLE LAKE SUPPORT STAFF
2025-2027**

ARTICLE I - PURPOSE

Section 1. Parties: This Agreement is entered into between Independent School District No. 881, Maple Lake, Minnesota, hereinafter referred to as the School District, and the School Service Employees Local 284, 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 PELRA, to provide the terms and conditions of employment for all nonlicensed employees who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding supervisory and confidential employees.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes the School Service Employees Local 284 as the exclusive representative for all nonlicensed employees who are public employees within the meaning of Minnesota Statutes 179A.03 Subd. 14, excluding supervisory and confidential employees, employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by 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, PELRA, and in certification by the Commissioner of the Bureau of Mediation Services.

ARTICLE III - DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits of P.E.R.A., and the employer's 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: "Support staff 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 fourteen (14) hours per week or thirty-five (35) percent of the normal work week in the employees' bargaining unit, and

emergency employees.

Section 3. School District: "School District" shall mean the School Board or its designated representative.

Section 4. Definition of Work: It is understood that the routine work of the personnel covered under this contract shall also include all the duties needed to operate and maintain the buildings and grounds in good condition.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by 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 of personnel. All management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

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

Section 3. Effect of Laws, Rules, and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by the 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.

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: 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 the 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. Request for Payroll Deduction, Authorization and Remittance: Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District will commence deductions within thirty days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty days of the deduction.

The notice will include certification from the Union that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization in writing in accordance with the terms of the original authorizing document.

The Union will indemnify the District for any successful claims made by an employee for unauthorized deductions made in reliance upon certification or information received from the Union.

Section 4. Unit Member List: The School Board shall furnish the Exclusive Representative with a list of all support staff employees covered by this contract by October 1 of each school year and will notify the steward of all new unit members during the following twelve (12) month period.

With-in twenty calendar days from the date of hire of an employee, the District will provide the following contact information to the Union: 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 District, date of hire, work email address, personal email address on file with the District, wage, number of hours normally scheduled in a day, number of duty days contracted for, and whether the position is a nine (9) month or twelve (12) month assignment. The District will provide this information to the Union in a format acceptable to the Union.

Every 120 calendar days the District shall provide to the Union in an Excel file or similar format agreed to by the Union 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 District; date of hire; and work email address and personal email address on file with the District.

The District 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 5. Union Orientation: 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 the union steward's name and work location to each new employee.

The District will allow a Union designated representative to meet in person with newly hired employees for thirty minutes within thirty calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings. All employees participating in these meetings will be in pay status. The District will provide at least ten days' notice in advance of an orientation. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.

Section 6. Union Access: The District will allow the Union to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of the collective bargaining agreement, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, consistent with the District's generally applicable technology use policies.

The District will allow the Union to meet with bargaining unit members in District facilities regarding collective bargaining, the administration of the collective bargaining agreement, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, provided such use does not interfere with the District's business operations.

Section 7. Job Responsibilities: Any employee who has questions regarding the specific nature of his or her job responsibilities shall request and be provided with a description of what the district expects the employee to accomplish. Said description may be changed from time to time as required by the needs of the district at the district's discretion and without any specific notice requirement. This section shall in no way diminish or modify the district's rights under Article IV, PELRA, or other provisions of law.

ARTICLE VI - RATES OF PAY

Section 1. Rates of Pay: The wages and salaries in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2025 through June 30, 2027. 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 salary until a successor Agreement is entered into.

Section 2. Withholding of Pay Increases: An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient

grounds upon thirty (30) days' written notice by the District. An action withholding a salary increase shall be subject to the grievance procedure.

ARTICLE VII - 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. Two employees covered by this contract and selected by the Exclusive Representative shall serve on the District's insurance committee.

Section 2. Health and Hospitalization Insurance: The School District shall contribute the amounts set forth in Schedule B toward the premium for health and hospitalization insurance for each regular employee employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The District reserves the right to add an additional health insurance plan at its discretion, not to exceed three plans.

Section 3. Life Insurance: The School District shall contribute the amount set forth in Schedule B toward the premium for term life insurance for each regular employee employed by the School District who qualifies for and is enrolled in the School District's group life insurance plan.

Section 4. Long Term Disability Insurance: The School District shall pay in full the premium for long term disability insurance for each unit member employed by the School District and who qualifies for and is enrolled in the School District's group long-term disability insurance plan.

Section 5. Claims Against the School District: It is understood that the School Board's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School Board as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contribution: An employee is eligible for School District contribution only as long as the employee is employed by said District. Upon termination of employment, all District contributions shall cease.

Section 7. Eligibility: Full benefits provided in this Article are designed for full time employees who are employed 1038 hours in each fiscal year. Part time employees who are unit members in a fiscal year shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the District.

Section 8. Retiree Health Insurance: All full-time employees of Independent School District No. 881 who are members of the school district health and hospitalization insurance plan, who have fifteen (15) years of full-time employment in the school district and who retire following the age of 55, may continue as a member in the insurance group. The school district will make

no payment towards premiums. Membership ceases when the retired employee is eligible for Medicare.

ARTICLE VIII - LEAVES OF ABSENCE

Section 1. Immediate Family: Immediate Family shall be defined as the employee's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in law, son or daughter in law, grandparent in law, brother or sister in law, legal guardian and any person living in the household of the employee.

Section 2. Sick Leave:

Subd. 1. An employee shall earn sick leave at the rate of one (1) day for each month of employment. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Part time employees shall be eligible for partial sick leave benefits proportional to the extent of their employment.

***Note - A "day" is defined as the length of each employee's normal workday.**

Subd. 2. Unused sick leave days may accumulate to a maximum of 130 days. Accumulated days will be stored as hours, equivalent to the day length at which they are earned. Also, the School District will grant employees, with fifteen (15) years or more experience, a number of sick leave days equal to the number of days the employee would normally accumulate in one fiscal year; employees may use these days only once during their time of employment and must use them during one calendar year.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented attendance at school and performance of duties on that day or days. Sick leave may also be used for absences caused by illness or injury to members in the employee's immediate family.

Subd. 4. The School 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 School District. In the event that a medical certificate will be required, the employee will be so advised.

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

Subd. 6. Sick leave pay shall be approved only upon submission of a signed leave request/report form upon the authorized sick leave pay request form available at the office.

Subd. 7. Unused Sick Leave: The District shall contribute \$10 for each hour of unused sick leave accumulated over the 130 day maximum as of June 30 each year, up to \$900, for any full-time, active employee to a PRHCSP administered by MSRS.

Subd. 8. Employees' sick leave balances are available on ESS and printed on their check stubs and deposit slips.

Subd. 9. Sick Leave upon Retirement: Any employee with at least 100 days of sick leave and who is at least 55 years of age is eligible for \$1,500 to be placed into an HCSP account upon retirement. Anyone hired after September 1, 2021, would not be eligible for Subd. 9.

Section 3. Maternity Leave:

Subd. 1. An employee shall be afforded a maternity leave of absence provided she follows the procedures outlined in this section. Failure to comply with the provisions of this section shall constitute grounds for denying a maternity leave.

Subd. 2. An employee who is pregnant shall either submit a written request for a leave of absence or a request for the use of her sick leave benefits that she may be entitled to, subject to the provisions of this section.

Subd. 3. A pregnant employee shall notify the Superintendent in writing of her intent to use maternity leave not later than the end of the fourth month of pregnancy. A statement from the physician indicating the estimated date of delivery of the child shall be included.

Subd. 4. The employee shall submit a written request to the Superintendent for a maternity leave including commencement date and return date.

Subd. 5. The effective beginning date of such leave and its duration shall be submitted by the Superintendent to the School Board for its action. In recommending the commencement and duration of the leave, the Superintendent shall review each case on its individual merits, taking into consideration the constitutional interpretation prohibiting unduly penalizing a woman for bearing a child.

Subd. 6. In making a determination concerning the commencement and duration of a maternity leave, the School Board shall not, in any event, be required to:

- A. Grant any leave of more than nine (9) months in duration.
- B. Permit the employee to return to her employment prior to the date designated in the request for a maternity leave.
- C. Grant more than forty-five (45) days for maternity disability except in cases where her doctor has recommended it because of extenuating circumstances.

Subd. 7. When a maternity leave is granted by the School District pursuant to this section, the School District shall notify the employee in writing of its action.

Subd. 8. An employee returning from a maternity leave shall be reemployed in a position for which she is qualified commensurate with a position occupied prior to the leave subject to the following conditions:

- A. that the position has not been abolished.
- B. that she is not physically or mentally disabled from performing the duties of such position.
- C. that she returns on the projected return date as determined by the employee, her doctor, and the School Board, which date shall be set forth in the employee's request for leave. There shall be an extension of the projected return date if the employee provides medical certification that she is unfit to return on the date provided in this section.

Subd. 9. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination of employment.

Subd. 10. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth, and recovery there from, shall be considered as qualifying the employee for sick leave benefits as provided in this contract. The employee shall make application to the School Board, with supporting medical certification, which includes benefits as provided herein.

Subd. 11. Seniority rights shall accrue to the employee who is on maternity leave of absence. In all cases when the employee returns from her leave, her seniority date will be the date of her original employment with the District in accordance with this contract.

Subd. 12. The School District will require the employee to produce medical certification that she is fit for work before returning to her job.

Section 4. Worker's Compensation:

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

Subd. 2. Accumulated Leave: A deduction shall be made from the employee's accumulated sick leave and/or vacation according to the pro-rata portions of days of sick leave or vacation time which is used to supplement workers' compensation.

Subd. 3. Disability: Such payment shall be paid by the School Board to the employee only during the period of disability.

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

Subd. 5. Sick Leave or Vacation Pay: An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit their endorsed workers' compensation check to the School Board prior to receiving payment from the School Board for his/her absence.

Subd. 6. Insurance Continuity: An eligible employee, while receiving Worker's Compensation benefits, will continue to receive School District contributions toward group insurances as provided for in this agreement to the extent permissible by the existing insurance contracts.

Section 5. Medical Leave: An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. A request for such leave of absence 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.

Section 6. Insurance Application: An employee on unpaid leave of absence 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 School District the monthly premium in advance.

Section 7. General Leaves of Absence: A leave of absence may be granted to an employee upon request and approval by the Board. Such leave, if approved, shall be without pay, but all other arrangements, including return to the school system shall be by mutual agreement with the employee and Board.

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

Section 9. Emergency Leave: An employee may be granted emergency leave not to exceed three (3) days per year, said days to be deducted from the employee's accumulated sick leave. If the employee does not have sufficient accumulated sick leave days, said leave may be granted, at the discretion of the Superintendent, without pay. Emergency circumstances include legal commitments and transactions, religious observances, and civic duties, which may not be scheduled outside of the work day. Advance approval by the Superintendent is required, if possible. Emergency circumstances will be evaluated by the Superintendent on an individual basis, and inappropriate emergency absences may be subject to discipline.

Section 10. Personal Leave:

Subd. 1. Earning: All employees who have been employed by the District for less than 10 years shall receive three-3 days of personal leave per year, said days to be deducted from sick leave. Employees who have been employed by the District for 10 -14 years shall receive five-5 days per year, -15-19 years will receive 6 days, 20 plus years will receive 7 personal leave days, said days to be deducted from sick leave. No reason needs to be given.

Subd. 2. Requests: The employee must fill out a request three (3) days prior to the leave **except in case of emergency** and it must be approved by the Superintendent.

Subd. 3. Use: Personal leave will be granted in no less than half-day increments. The borrowing of one personal leave day per employee, per year may be granted by the superintendent. Employees who use a borrowed personal leave day and do not return to work the next school year will have one day of salary and accompanying benefits deducted from their final paycheck. The borrowed personal day will come from the individual employee's succeeding year.

Section 11. Bereavement Leave: An employee may be granted bereavement leave not to exceed five (5) days per year, said days to be deducted from the employee's accumulated sick leave. If the employee does not have sufficient accumulated sick leave days, said leave may be granted, at the discretion of the Superintendent, without pay. Bereavement leave shall be granted for death in the immediate family (employee's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, son or daughter-in-law, grandparent-in-law, brother or sister-in-law, aunt, uncle, legal guardian and any person living in the household of the employee).

Section 12. Short Term Unpaid Leave: Employees may be granted a leave of absence without pay for a maximum of five (5) days per year. The building principal or immediate supervisor may approve such leave upon receiving a written request from the employee. Requests shall be submitted at least three work days in advance of the desired leave. Unless extenuating circumstances exist, no more than two (2) employees from each building shall be granted such leave per day. Additional Short Term Unpaid Leave is subject to the discretion of the Superintendent based on the circumstances.

Section 13. Union Activity Leave: A public employer must afford reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of the Exclusive Representative and must, upon request, provide for leave of absence to elected or appointed officials of the Exclusive Representative. However, it is agreed and understood that if more than one (1) employee desires to be absent for such purposes, the superintendent must approve.

ARTICLE IX - HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The regular work week shall be Monday through Friday. All work over forty (40) hours shall be paid at the overtime rate of time and one-half. Overtime must be approved in advance by the administration. Holidays and paid leaves of absence shall count as time worked for computing overtime. Compensatory time may be provided in lieu of overtime pay according to District policy. All employees will be assigned starting times and shifts as determined by the School District.

Section 2. Basic Work Year: The hours of work and the length of the work year shall be set by the School District. All support staff shall be notified of their position and starting and ending hours prior to the beginning of the school year. A calendar designating workdays shall be included with the letter of assignment given each employee. The School District reserves the

right to change the hours of work and length of the work year in accordance with the needs of the District; any changes to this calendar must be approved by the superintendent.

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. Lunch Periods and Coffee Breaks: Employees who are assigned to an eight (8) hour work day, shall be granted a thirty (30) minute paid lunch period and one paid fifteen (15) minute coffee break for each four (4) hours worked in anyone day. The lunch period might not be duty free. Employees who are assigned a five-hour but less than an eight (8) hour work day, shall be granted a five (5) minute paid break period for each hour worked in any one day.

Section 5. School Closing: In the event teaching staff is dismissed due to an emergency, employees may not be required to make up missed time to the extent that the teaching staff is not required to report for duty; up to two such days each school year, if not required to be made up, shall be with pay. Employees essential to the operation of the facility, such as custodians, may be required to remain on duty, at the discretion of the District. If days lost due to emergency closing are rescheduled, then the first two (2) days shall be without pay. In the event that school is closed due to a strike and the employees are not required to perform services, the employee's compensation shall be reduced accordingly.

Section 6. Flex Work Week: In the event the School District establishes flexible schedules requiring coverage other than Monday through Friday, such schedules will be assigned to the least senior qualified employees in the School District if there are no volunteers within the School District. Prior to implementing the flexible schedules, the School District will conduct an "Open Window" bid period. If the positions are not filled through such bid periods by qualified internal applicants, the least senior, qualified employees district-wide will be assigned the positions.

ARTICLE X - HOLIDAYS

Section 1. Paid Holidays: All employees who are employed at least 1600 hours in a fiscal year shall be granted the following paid holidays, provided that they fall within the employees' work year: 4th of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's Day, Good Friday, Memorial Day **Juneteenth (June 19)**.

All other employees covered under this agreement shall be granted **four** paid holidays to be credited for Thanksgiving Day, Christmas Eve and Christmas Day, and **Memorial Day**.

Section 2. Weekends: Holidays that fall on weekends will be observed on a day established by the School District.

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

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

ARTICLE XI - VACATIONS

Section 1. Eligibility: This Article shall apply only to employees who are regularly employed on a twelve (12) month basis.

Section 2. Vacation Accrual: During the first year of employment, and after successful completion of the probationary period, twelve month employees (those who are paid for 2088 hours per year) will earn one vacation day for each thirty (30) days worked up to a maximum of five (5) days. During the second through eighth years of employment, using each employee's anniversary date of employment to determine eligibility, twelve month employees (those who are paid for 2088 hours per year) will earn one vacation day for each twenty (20) days worked up to a maximum of ten (10) days.

During the ninth through fourteenth years of employment, using each employee's anniversary date of employment to determine eligibility, twelve month employees (those who are paid for 2088 hours per year) will earn one vacation day for each fifteen (15) days worked up to a maximum of fifteen (15) days.

During the fifteenth through remaining years of employment, using each employee's anniversary date of employment to determine eligibility, twelve month employees (those who are paid for 2088 hours per year) will earn one vacation day for each thirteen (13) days worked up to a maximum of eighteen (18) days.

Section 3. Application: Scheduling of vacation times shall be determined by the School District.

ARTICLE XII-DISCIPLINE DISCHARGE, PROBATIONARY PERIOD & SENIORITY

Section 1. Probationary Period: A new employee shall serve a probationary period of 60 working days of continuous service in the School District during which time the 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 thirty (30) working days in any such new classification. During this thirty-day probationary period, if it is determined by the School 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. During this thirty-day period, the employee shall have the right to return to the employee's prior position or, if the position has been discontinued, to a similar position for which the employee is qualified.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure. Some examples of "cause" include, but are not limited to, the following: elimination of position; theft; immoral conduct; intoxication upon the job; evidence of possession or use of intoxicating beverages or of controlled substances as defined by the laws and statutes of the State of Minnesota, while on the premises of the District and while on the job; use of improper language; insubordination; quality of work below standard after warning and reprimand.

Section 4. Seniority:

Subd. 1. Seniority Rights: The School Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. Seniority shall be determined by total years of continuous employment in the District. Seniority rights shall terminate upon resignation or termination of an employee pursuant to this agreement. In the event of re-employment, their seniority rights shall begin as of the date of re-employment.

Subd. 2. Seniority List: An updated seniority list will be posted in each building every year during the month of October and also shall be sent to the Exclusive Representative. Employees shall have twenty (20) days to challenge their rank or status, and the absence of such challenge shall constitute full agreement by the employee. Ties shall be broken by the District in its sole discretion.

Subd. 3. Layoff: An employee, whose position is being abolished, may select to displace an employee with lesser seniority according to the following procedure. The employee, if qualified, shall have the right to displace a less senior employee in the employee's job title category; or, if there are no less senior employees in the job title, the employee, if qualified, shall have the right to displace a less senior employee in the employee's group whose job title is listed below the displacing employee's job title. An employee cannot bump another employee whose job title is listed above the displacing employee's job title in the group. For example, a secretary can bump an assistant secretary, but an assistant secretary cannot bump a secretary. In exercising the displacement rights, a senior employee shall bump the less senior employee with the greatest hourly assignment with the least seniority within the employee's job title or group. Employees with multiple assignments shall have the right to displace only one (1) employee at a time. An employee can only bump within the group(s) that the employee is currently in. In the alternative, an employee may accept a layoff. Groups are as follows:

Group 1
Custodian I
Custodian II

Group 2
Secretary
Assistant Secretary

Group 3
Instructional/Media/Clerical
ECFE Aide/Health Aide

Group 4
Cook I
Cook II

Group 5
Food Service Clerical Aide

Group 6
Kidville Inst Assist

Group 7
Library Supervisor
Media Manager

Subd. 4. Recall Rights: Employees on layoff shall retain their recall rights for a period of eighteen (18) months. During the recall period, if any opening occurs in the District, the employee with the most seniority shall have the first choice to be rehired if the position is in the employee's previous group and the employee is qualified. For recall purposes, seniority shall be determined as defined in this section. An employee who is recalled shall have seven (7) calendar days to accept an offered position; failure to respond in writing with this time limit shall be construed as a rejection of the offer. The employee must maintain a current mailing address in the district offices. An employee who rejects a position shall continue to remain on recall status for the balance of the eighteen (18) month period. An employee who accepts a position shall be removed from recall status.

Subd. 5. Reduction of Work Hours: An employee whose hours have been reduced by fifteen percent (15%) or more shall have the right to the bumping procedure as defined in Subdivision 3, above.

ARTICLE XIII - GRIEVANCE PROCEDURE

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

Section 2. Representative: The employee, administrator, or School District 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 Article may be extended by mutual agreement.

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

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for Consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date of the first event giving rise to the grievance occurred. Failure to file a grievance within such period shall be deemed a waiver of the grievance. 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 give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) 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 ten (10) days after receipt of the appeal. Within five (5) 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 five (5) 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 twenty (20) days after

receipt of the appeal. Within twenty (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 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 and reverse or modify 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.

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.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (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 ten (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 Bureau of Mediation Services to provide a panel of arbitrators, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The parties shall decide by a flip of the coin which party shall strike the first name from the panel; the parties shall then alternate striking names until one arbitrator is selected. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

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

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator, in cases properly before 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. The parties shall share equally the fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary to conduct 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. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of public school boards to efficiently manage and conduct their operation within the legal limitations surrounding the financing of such operations.

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 instituting 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 XIV - EXPENSE REIMBURSEMENT

Section 1. Mileage and Expense Claims: Employees shall be reimbursed at a rate to be set by the School Board at the beginning of each school year for travel expenses when using their own vehicle for approved school business. Reimbursement claims for other expenses, such as meals and lodging, will be paid only if approved in advance by the Superintendent.

ARTICLE XV - JOB POSTING

Section 1. Posting of Vacancies: When a job position covered by this Agreement is vacant, the vacancy will be posted. The posting of the vacancy shall contain a description of the position, the rate of pay, and shall be posted for five (5) working days.

Section 2. Filling of Vacancies: The Exclusive Representative may offer suggestions as to the qualifications of applicants; however, final decision for transfer, assignments, and advancements shall be at the District's discretion.

Subd. 1: Outside credit experience: Credit may be granted by the school board for appropriate outside experience at the time of employment but cannot hire above step 4 of the job classification for which the candidate is applying.

Section 3. New Position:

Subd. 1: In the event the School District creates a new job position within the appropriate unit that is not covered by the position classification structure in the Agreement, the School District shall meet and confer with the Exclusive Representative relative to the classification and wage rate of the position.

Subd. 2: All new positions within this unit shall be posted and filled according to the provisions of Section 1 and 2.

ARTICLE XVI - PUBLIC OBLIGATION

The School Board and the Exclusive Representative mutually recognize the needs of the public, and that the right of students and residents of this district to the continuous and uninterrupted operation of their school is of paramount importance.

ARTICLE XVII - 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, 2025, 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 ninety (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 the 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 except as may be mutually agreed by the parties.

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.

Section 5. Publication of this Agreement: Copies of this Agreement titled “Master Agreement, Independent School District No 881, and Maple Lake Support Staff,” shall be available electronically. A paper copy shall be available by written request to the district office.

**IN WITNESS WHEREOF, the parties
have executed this Agreement as follows:
For SEIU 284,
450 Southview Blvd.
South St. Paul, MN 55075**

**IN WITNESS WHEREOF, the parties
have executed this Agreement as follows:
For Independent School District No. 881
Maple Lake, MN 55358**

Dated: _____

Dated: _____

Chief Negotiator

Chairman of the Board

Support Staff Representative

Clerk of the Board

Support Staff Representative

Superintendent of Schools

Schedule A

2025-2026 Salary Schedule

YR 1 25-26	PAY SCALE II	PAY SCALE III
1	17.29	19.61
2	17.69	20.01
3	18.10	20.41
4	18.40	20.69
5	18.91	21.28
6	19.69	22.06
7	20.56	23.06

Job Category Placement in Pay Scales 2025-2026

PAY SCALE II	PAY SCALE III
Custodian II	Secretary Library Supervisor
Cook I plus \$1.25/hr Cook II	
Assistant Secretary	
Custodian I plus \$1.25/hr	
Media Manager	
Instructional/Kidville Instructional Assistant/ECFE/Media/Food Service Clerical Aide /Clerical/Health Aides	

2026-2027 Salary Schedule

YR 2 26-27	PAY SCALE II	PAY SCALE III
1	16.85	19.11
2	18.17	20.56
3	18.60	20.97
4	18.90	21.26
5	19.43	21.86
6	20.23	22.67
7	21.13	23.70
NEW 8	21.71	24.35

Job Category Placement in Pay Scales 2026-2027

PAY SCALE II	PAY SCALE III
Custodian II	Secretary Library Supervisor
Cook I plus \$1.25/hr Cook II	
Assistant Secretary	
Custodian I plus \$1.25/hr	
Media Manager	
Instructional/Kidville Instructional Assistant/ECFE/Media/Food Service Clerical Aide /Clerical/Health Aides	

LONGEVITY PAY SCHEDULE

2025-2026/2026-2027

Years of Service in ISD #881	Percent increase to Step 7
0 to 9	0.0%
10	4.3%
11	6.0%
12	6.7%
13	7.4%
14	8.1%
15	8.8%
16	9.5%
17	11.6%
18	12.4%
19	13.2%
20	14.0%
21	14.8%
22	15.6%
23	16.4%
24	17.3%
25	18.2%
26	19.1%
27	20.0%
28	20.9%
29	21.8%
30	22.7%
31	23.6%
32	24.6%
33	25.6%
34	26.6%
35	27.6%
36	28.6%
37	29.6%
38	30.6%
39	31.6%
40	32.6%

SCHEDULE B

I. Health/Life Insurance Benefits

- A. The School District shall contribute up to \$8,000.00 for employee health insurance benefits for employees who are employed at least 1038 hours for the 2025-2026 calendar year and up to \$8,100.00 for employee health insurance benefits for employees who are employed at least 1038 hours for the 2026-2027 school year.
- B. The School District shall contribute up to \$15,000.00 for family health insurance benefits for employees who are employed at least 1038 hours for the 2025-2026 calendar year and up to \$15,100.00 for family health insurance benefits for employees who are employed at least 1038 hours for the 2026-2027 school year.
 - The District will contribute \$1,200 per year into the HSA account of each eligible employee enrolled in the employee HSA plan from the district contribution.
- C. The School District shall pay for the purchase of a \$50,000 Group Life Insurance policy for all employees covered by this agreement.

II. Cafeteria Staff -Extra Assignments

- A. Compensation for cafeteria employee extra assignments shall be at the rate of \$14.00 per hour or their regular hourly wage, whichever is greater.
- B. Cafeteria employees will receive \$175.00 per year to be used toward the purchase of uniforms per school year. Uniform items allowed under this schedule include shirts, pants, shoes and aprons.
- C. Compensation for cafeteria Cook II employees who substitute for a Cook I employee shall receive their current step in the substitute position classification.
- D. Cafeteria staff shall receive additional pay based on receiving School Nutrition Association (SNA) certification. Individual contracts will be modified using the following salary increase when evidence of the earned SNA certification is submitted to the superintendent's office. Certification must be kept current for salary increases to apply. (Note: Through an IRS audit, we have been informed that this is recognized as a taxable benefit.)

Level I	\$0.30 per hour
Level II	\$0.30 per hour
Level III	\$0.30 per hour

III. Custodial Staff -Additional Policies

- A. Upon initial employment after the probationary period, the district will supply four sets of uniforms; a set consists of one shirt and pants or one coverall. In following years, the District will supply two sets per year.

Beginning in 2020-2021 - Upon initial employment after the probationary period, the district will supply four sets of uniforms; a set consists of one shirt and pants or one

coverall. In following years, the District will provide an annual uniform allowance up to \$300 per full-time custodian. Custodians may use the uniform allowance to order boots/shoes and/or a jacket.

- B. Custodians receive \$25.00 per day for weekend building checks as scheduled by the District Custodian on a rotating basis during summer months (June-September). During heating season months (October -May) the salary for building checks will be \$55.00 per day for weekend building checks with a rotating schedule between custodians with a 1st Class or Chief boiler license and the District Custodian.
- C. Custodial employees shall be paid a night shift differential of \$0.70 in 2025-2026 and \$0.70 in 2026-2027. Nightshift is defined as any shift for which more than one-half of the hours worked is after 4:00 PM.
- D. Custodial employees shall be paid \$25 per callback due to the setting off of the building alarm system.
- E. Custodial employees shall be paid their regular wage (or overtime wage if applicable) for Page Call-Backs with a minimum of \$25 per Callback.
- F. The District will pay the following rate per hour over the basic schedule for holding a boiler license:

	<u>2023-2024</u>	<u>2025-2027</u>
Special	\$0.50	\$0.65
2nd Class	\$1.00	\$1.15
1st Class	\$1.50	\$1.65
Chief	\$2.00	\$2.15

Boiler licenses must be kept current and on file in the District office for salary increases to apply.

IV. Paraprofessionals

- A. This Agreement includes \$25 for uniforms for each special education paraprofessional during the two years of this master agreement. (Note: Through an IRS audit, we have been informed that this is recognized as a taxable benefit.)
- B. The District will pay \$0.20 per hour over the basic schedule to paraprofessionals and **other support staff who have** met the State and Federal definitions of "highly qualified." Record of attaining the "highly qualified" status must be on file in the District office for the salary increase to apply.

For the purpose of this section, the Federal and State definitions will apply, specifically:

- 1) The Elementary Secondary Education Act of 2001;
- 2) Individuals with Disabilities Education Improvement Act (IDEA 2004);
- 3) Rules adopted by the Minnesota Board of Teaching as directed in MS 120B.363.

Future applicable laws and statutes will also apply.