

Master Agreement between
Independent School District No. 191 Burnsville, Minnesota
and the

191 Liaison Association
Local #8171, Education Minnesota
AFT, NEA, AFL-CIO

July 1, 2024, through June 30, 2025

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ARTICLE I PURPOSE

This Master Agreement is entered into between Independent School District No. 191, Burnsville, Minnesota, hereinafter referred to as the District or the School District, and the 191 Liaison Association, Local #8171, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for Cultural Liaisons for the duration of this Master Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes 191 Liaison Association as the exclusive representative for Cultural Liaisons employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Master Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District as defined in ARTICLE III, Section 2. below and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term “terms and conditions of employment” means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, staffing ratios, and the School District’s personnel policies affecting the working conditions of the employees. In the case of school employees, “terms and conditions of employment,” includes adult-to-student ratios in classrooms, student testing, and student-to-personnel ratios. “Terms and conditions of employment” is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit: For purposes of this Master Agreement, the word/term “Cultural Liaisons” 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 percent (35%) of the normal work week in the employee’s bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a 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 sixty- seven (67) calendar days in that year, and emergency employees.

Subd. 1. Full-time Cultural Liaisons: The term, “full-time Cultural Liaisons,” means all regular Cultural Liaisons who work at least thirty (30) hours per week in the School District as a Cultural Liaisons.

Subd. 2. Part-time Cultural Liaisons: The term, “part-time Cultural Liaisons,” means all regular Cultural Liaisons who work less than thirty (30) hours per week in the School District as a Cultural Liaisons.

Section 3. District or School District: For purposes of administering this Master Agreement, the word/term “District/School District” shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Master Agreement shall have those meanings as defined by PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS

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

Section 2. School Board 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 being to provide educational opportunities for the students of the School District.

Section 3. Effect of Rules, Regulations, Directives, and Orders: The exclusive representative recognizes that all employees shall perform the services prescribed by the School District and shall be subject to 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 Master Agreement.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not specifically included in this Master Agreement, and all managerial rights and managerial functions not specifically included in this Master Agreement are reserved to the School District.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Master Agreement shall be construed to limit, impair, or affect the right of any employee or the employee's representative to the expression or communication of a view, grievance, complaint, or opinion regarding 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 such employees.

Section 3. Request for Payroll Deduction, Authorization, and Remittance: Pursuant to PELRA, employees shall be allowed payroll deduction for the exclusive representative and the political fund associated with the exclusive representative and registered pursuant to Minnesota Statutes, section 10A.12. Upon notification by the exclusive representative, the Payroll Department will deduct from the employee's paycheck the deductions that the employee has agreed to pay in 191 twenty-four (24) equal installments, beginning within thirty (30) days of notice of authorization from the exclusive representative. The Payroll Department will also remit the deductions to the exclusive representative within thirty (30) days of the deduction.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of

liability, liquidated or unliquidated, including any reasonable attorney fees and litigation costs, that any person may have or claim to have, now or in the future, arising out of or by reason of the payroll deduction, authorization, and remittance specified by the exclusive representative as provided in this Master Agreement.

Any dispute related to this Section shall not be subject to the grievance proceedings set forth in Article XV and must be resolved through an unfair labor practice proceeding under Minnesota Statutes, section 179A.13.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. 2024 - 2025 Rates of Pay: The salaries reflected in Schedule A shall be a part of the Master Agreement for the period commencing July 2024 to June 2025.

Schedule A

STEP	NO BA	BA	MA
1	\$ 26.00	\$ 28.00	\$ 30.00
2	\$ 27.50	\$ 29.50	\$ 31.25
3	\$ 29.00	\$ 31.00	\$ 32.50
4	\$ 30.50	\$ 32.50	\$ 33.75
5	\$ 32.00	\$ 34.00	\$ 35.00
6	\$ 33.50	\$ 35.00	\$ 36.00
7	\$ 35.00	\$ 36.00	\$ 36.00

Subd. 2. Status of Salary Schedule: For the duration of this Master Agreement, advancement on any salary schedule shall be subject to the terms of this Master Agreement. In the event a successor Master Agreement is not entered into prior to the expiration of this Master Agreement, an employee shall be compensated according to the current rate until a successor Master Agreement is fully ratified, and any change in compensation shall only be effective as of the date the successor Master Agreement is fully ratified and prorated from that date forward.

Section 2. Withholding Salary Advancement:

Subd. 1. Employees hired after January 1st shall not advance a step until July 1st the following calendar year.

Subd. 2. Thereafter, Cultural Liaisons will advance one step on July 1st, provided they have successfully completed a year of service.

Section 3. Longevity: Based on the chart below, employees who have completed the identified years of employment within the unit will receive the additional amount per hour above the base hourly rate for the step currently held. The additional amounts reflect the total longevity contribution for each time period and do not compound previous longevity amounts.

Beginning year 5 of employment through the 9th year	\$0.75
Beginning year 10 of employment through the 14th year	\$1.50
Beginning year 15 of employment	\$2.25

Amounts reflect total contribution above the base salary for the time period. Amounts do not compound.		
Longevity 5-9 Years	Longevity 10-14 Years	Longevity 15+ Years
\$0.75	\$1.50	\$2.25

Section 4. Expense Reimbursement. The District will reimburse employees for mileage and reasonable expenses of job related activities. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

Section 5. Tuition Reimbursement. Employees are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for graduate coursework that is germane to their assignment and benefits the district. All coursework must be preapproved by the Executive Director of Human Resources. All employees must submit appropriate documentation to the district showing that the employee earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement. Employees who hold a BA are eligible for up to five thousand dollars (\$5,000) in tuition reimbursement per school year for coursework towards a teaching license in a MN state approved graduate program.

ARTICLE VII 403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: Pursuant to the provisions of Minnesota Statutes, section 123B.02, subdivision 15 and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee who has completed at least two (2) consecutive years of working experience in the Unit and who is employed an average of at least 30 hours per week and at least 150 days per school year pursuant to the provisions of this Article.

Section 2. Amount of School District Contribution:

Subd. 1. Full-time Employees: Full-time, eligible employees, after completion of their second (2nd) consecutive year of working experience in the School District, shall be eligible for an annual School District matching contribution as follows:

<u>Years of Completed Service</u>	<u>Maximum Matching Contribution</u>
2-7	\$ 2,500,
8-14	\$ 3,000,
15+	\$ 3,750.

Subd. 2. Part-time Employees: Eligible part-time employees shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

Subd. 3. Year of Service: For purposes of this Section, a year of service in the Unit means working on at least (150) workdays in a single school year.

Section 3. Vendors: Participation in the benefits of this Article is limited only to employees who select one (1) of the following vendors: Fidelity, Fidelity via Educator's Financial Services (E.S.I.), and AXA (Equitable).

Section 4. Notice of Participation: To be eligible for the provisions of this Article, an employee must notify the Benefits Specialist in Human Resources during the benefits open enrollment period of the employee's intention to participate in this matching program and the amount of the employee's contribution. An employee hired mid-year

must notify the Benefits Specialist in Human Resources, in writing, within 30 days of hire of their intention to participate in this matching program and the amount of their contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the Benefits Specialist in Human Resources, in writing, otherwise.

Section 5. Payment: The employee's contribution shall be made by payroll deduction.

Section 6. Unpaid Leave: An employee on unpaid leave may not participate in the provisions of this Article.

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. Selection of School District's Group Health and Hospitalization Plan: The parties agree no employee shall select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the School District.

Section 3. Health and Hospitalization Insurance – Single Coverage: The School District shall contribute a sum not to exceed the listed dollar amount per month toward the composite premium for individual coverage for each full-time employee employed by the School District who qualifies for and is enrolled in single coverage in the School District's group health and hospitalization insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

2024-2025: \$1,200

Section 4. Health and Hospitalization Insurance – Family Coverage: The School District shall contribute a sum not to exceed the listed dollar amount per month toward the composite premium for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in family coverage in the School District's group health and hospitalization insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

2024-2025: \$2,650

Section 5. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Master Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contributions: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

Section 7. Eligibility: Full-time employees shall be eligible for full benefits provided in this Article. Part-time employees shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is also

subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 8. Dental: The District will pay 100% of the premium for single and family coverage for a full-time employee who elects to participate in the district's group dental plan.

Section 9. Group Term Life Insurance: The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars (\$50,000) for each full-time employee who qualifies for life insurance.

Section 10. Long-Term Disability (LTD) Insurance: The District will make an LTD insurance plan available for full-time employees who desire to participate in the plan. Employees eligible to participate in the LTD plan are responsible for paying 100% of the premium taxes through payroll deduction.

Section 11. Disclaimer: No claim or cause of action may be brought against the district for any claim that is not covered or paid by insurance. The district is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this agreement is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility of any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The district's only obligation is to make the premium contributions that are identified in this agreement, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick and Bereavement Leave: Employees may use available sick or bereavement leave per MN Statute 181.9445. When the District has reason to believe that leave is being abused or misused, it has an obligation to investigate and take appropriate action to prevent or remedy the misuse.

Subd. 1. Each year, all full-time liaisons shall earn sick leave at the accumulative rate of 120 hours at the beginning of each school year. Liaisons hired after the first day of the school year shall have the 120 hours prorated based upon the number of days missed divided by 184 days. Part-time liaisons shall accrue and be eligible for such benefit on a pro-rata basis.

Subd. 2. Liaisons may accrue unused leave to six hundred (600) hours.

Subd. 3. When a liaison has exhausted leave, the liaison shall have their daily rate of pay for each day of absence deducted from a subsequent payroll. For purposes of leave reimbursement an eight-hour day not including lunch shall be a 1.0 fte.

Subd. 4. Unless a part of a Federal or State approved leave, unpaid days may result in corrective action.

Section 2. Personal Leave: An employee may take 2 paid personal leave each school year. The employee must obtain permission from their supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

Employees scheduled to work 220 or more days may take a total of 4 paid personal leave each school year.

Section 3. Workers' Compensation: Pursuant to Minnesota Statutes Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 4. Child Care Leave:

Subd. 1. Use: A child care leave may be granted by the School District, subject to the provisions of this Section, to one (1) employee-parent of a natural or adopted infant child, provided such employee-parent is caring for the child on a full-time basis.

Subd. 2. Request: An employee making application for child care leave shall inform the Benefits Specialist in Human Resources in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: An employee will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

Subd. 4. Duration: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- (1.) grant any leave more than twelve (12) months in duration;
- (2.) permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 5. Reinstatement: An employee returning from child care leave shall be reinstated in a position the employee is qualified unless previously discharged or laid off.

Subd. 6. Failure to Return: Failure of the employee to return by the date determined under this Section shall constitute grounds for discharge unless the School Board and the employee mutually agree in writing to an extension in the leave.

Subd. 7. Salary and Fringe Benefits: Leave under this Section shall be without pay or fringe benefits.

Section 5. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 6. Jury Service: An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 7. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 8. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid leave from the School District

under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Master Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium to the Benefits Specialist in Human Resources for any insurance retained.

Section 9. Credit: An employee who returns from paid or unpaid leave shall retain experience credit for pay purposes and other benefits that had accrued at the time leave began. No service credit shall accrue for the period of time that an employee was on unpaid leave.

Section 10. Eligibility: Full leave benefits provided in this Article are designed for Full-time employees. Part-time employees shall be eligible for partial leave benefits proportional to the extent of their employment.

Section 11. Religious Leave: Persons absent for religious observance may exchange a maximum of two (2) days of sick leave per year for religious absence under the following conditions:

Subd. 1. For religious observance of a sacred holiday as specified by the religion.

Subd. 2. Such observance cannot take place outside of the normal work day.

Subd. 3. The employee must obtain permission from their supervising administrator to take Religious leave on a given day.

Section 12. Sick Leave Credit: If an employee is enrolled in the district's group insurance plan and has at least five (5) sick days available from the previous fiscal year, at the beginning of each fiscal year, five (5) sick days will be converted to the equivalent of five (5) days of the employee's daily rate of pay and contributed into the employee's HRA account.

ARTICLE X HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The employee's basic work week, exclusive of lunch, shall be prescribed by the School District.

Section 2. Basic Work Year: The employee's basic work year shall be prescribed by the School District.

Section 3. Part-time Employees: The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time or casual basis.

Section 4. Sub-Contracting: The School District may sub-contract bargaining unit work after providing the exclusive representative with written notice and the opportunity for discussion with the School District.

Section 5. Shifts and Starting Times: All employees will be assigned starting times and shifts as determined by the School District.

Section 6. Lunch Period: Full-time employees shall be provided a duty-free lunch period of at least thirty (30) minutes.

Section 7. Emergency Closing:

Subd. 1. If, after arriving on the job, the employee is dismissed by the Executive Director of Human Resources, each employee's average day's wages shall be paid, per the regular assignment.

Subd. 2. When the decision is made that facilities will not be open for any emergency, including inclement weather, it will be announced as per the District 191 emergency school closing regulations published and distributed in the fall of each year. When such announcement is made, employees are not to report. The first emergency closing day will be paid.

Subd. 3. If one or more buildings, but not all buildings in the District, are closed for any emergency, employees are to report to work. Liaisons are district wide employees and may be reassigned to another site.

Subd. 4. E-Learning days are weather related. In the event the District declares an e-learning day and employees are directed not to report to their worksite, employees will be paid their normal rate of pay, for normally scheduled work hours for the duration of the e-learning period. Employees may be retained on an on-call basis for any potential need.

ARTICLE XI HOLIDAYS

Section 1. Holidays: Employees will not be required to work on holidays established by the School District.

Section 2. Weekends: Any holiday that falls during a weekend 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 holidays noted in Section 1. above and establish another holiday in lieu thereof.

ARTICLE XII DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee shall serve a probationary period of 184 days of continuous service in the School District, during that time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. 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 regarding any other provisions of the Master Agreement alleged to have been violated.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

Section 3. Seniority Date: Employees shall acquire seniority upon completion of the probationary period, and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Master Agreement. If more than one employee commences work on the same date, the seniority ranking for such employees shall be solely determined by the School District. Seniority shall only apply to the culture classification assigned, i.e. Hispanic, Somali, Russian, Hmong, etc.

Section 4. Discipline: The School District shall have the right to impose discipline on its employees for just cause.

Subd. 1. The School District shall draw an employee's attention to the lack of professional conduct in the following ways:

- a. Coaching and non-disciplinary corrective actions including:
 - i. Informal conversation with supervisor

- ii. Communication via e-mail outline expectations, supports and directives
 - iii. Written documentation of Verbal Warning
 - iv. Written Warning
- b. Discipline actions including:
 - i. Written Reprimand
 - ii. Suspension without pay
 - iii. Letter of Deficiency
 - iv. Loss of salary increase for substandard performance
 - v. Discharge

Subd. 2. Use of items "a" to "b" above need not be in progressive order; dependent on the frequency and severity of the lack of the professional conduct any or all of the above corrective actions or forms of discipline may be used. The School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action.

ARTICLE XIII REDUCTION IN FORCE

The parties recognize the principle of seniority 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 the right to recall, within classification, for a period of twenty-four (24) months after the date of layoff.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: The word "grievance" shall mean a written allegation by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Master Agreement.

Subd. 2. Grievant(s): The word "grievant(s)" shall mean an individual employee, a group employee, or the exclusive representative who files a grievance as defined in subdivision 1. above. The exclusive representative may also file a grievance if the allegation involves a specific right of the exclusive representative as provided in this Master Agreement.

Subd. 3. Days: Any reference to the word "days" regarding time periods in this procedure shall refer to working days. The term "working day" is defined as all weekdays not designated as holidays by state law.

Section 2. Representation: The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Interpretations:

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

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this Article, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

Subd. 3. Filing and Postmark: The filing or service of any notice or document required by this Master Agreement 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: A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, signed by the grievant(s), setting forth the facts and the specific provision(s) of the Master Agreement allegedly violated and the particular relief sought within thirty (30) business days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the grievant(s) and the School District's designee.

Section 5. Resolution of Grievance: The School District and the grievant(s) shall attempt to resolve all grievances that may arise during the course of employment as follows:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the parties involved within ten (10) days* after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made, in writing, within five (5) days* after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or the Superintendent's designee shall, within fifteen (15) days*, set a time to meet regarding the grievance after receipt of the appeal. Within ten (10) days* after the meeting, the Superintendent or the Superintendent's designee shall issue a written decision to the parties involved.

Section 6. Denial of Grievance: Failure by Superintendent or the Superintendent's designee to issue a decision within the time period provided in this Article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

Section 7. Grievance Mediation: In the event that the grievant(s) and the School District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.

Subd. 1. Request: A request to submit a grievance to mediation must be made in writing, signed by the grievant(s) or the School District, and delivered to the designee of the other party. The other party shall respond within five (5) working days to accept or deny the submission of a grievance to mediation.

Subd. 2. Selection of Mediator: A joint request for mediation shall be submitted to the Commissioner to assign a mediator.

Subd. 3. Mediation: The assigned mediator shall schedule one (1) or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures regarding Grievance Mediation. The mediator does not have authority to order discovery.

Subd. 4. Costs of Mediation: The costs of mediation shall be borne equally by both parties. Each party shall bear its own costs related to representation during the mediation process.

Subd. 5. Recommendation: The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.

Section 8. Arbitration Procedures: In the event that the grievant(s) and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this Article.

Subd. 1. Request: A request to submit a grievance to arbitration must be made in writing and signed by the grievant(s). Such request must be filed to the Superintendent within ten (10) days* following denial of the grievance at Level II or completion of the grievance mediation procedure, if any.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator that has not first been 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 may, 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 Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days* after the request for arbitration. The request shall ask that the panel be submitted within ten (10) days* after the receipt of said request. Within ten (10) days* after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this Article 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(s) 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: 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 that shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. 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 that the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

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 contained in this Master Agreement; nor shall an arbitrator have jurisdiction over any grievance that has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this Article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, that shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction of personnel. In considering any issue in dispute, the arbitrator's order shall give

due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its 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 Master 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 in this Master Agreement, the employee(s) 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 the Master Agreement or to enforce the award of an arbitrator.

ARTICLE XV DURATION

Section 1. Terms and Reopening Negotiations: This Master Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2025, and thereafter as provided by PELRA. In the event a successor Master Agreement is not entered into prior to the expiration date of this Master Agreement, an employee shall be compensated according to the previous year's compensation until such time that a successor Master Agreement is ratified. If either party desires to modify or amend this Master Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than one hundred twenty (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 date of this Master Agreement.

Section 2. Effect: This Master Agreement constitutes the full and complete Master Agreement between the School District and the exclusive representative. The provisions of this Master Agreement relating to terms and conditions of employment supersede any and all prior Master Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Master 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, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Master Agreement.

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

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

For the (EXCLUSIVE REPRESENTATIVE)

For the School District:

President

School Board Chair

Secretary

School Board Clerk

Dated this () day of (), ().

Dated this () day of (), ().

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Cultural & Family Liaison Association (hereinafter referred to as the Union), representing the Cultural Liaisons of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Cultural Liaisons for the period July 1, 2024 through June 30, 2025.
2. Understanding that this is the first negotiated agreement between the Union and the District, it is important to both parties to hold harmless employees that have been receiving a 403(b) match under previous Terms and Conditions of employment.
3. Both parties agree that if employees are not contributing to a 403(b) on March 1, 2025, they will follow the approved contract language for 403(b)'s. If an employee becomes eligible for a higher match amount, they will also follow approved contract language for 403(b)'s at that time.
4. The following list establishes the 403(b) contribution for the identified employees in the Cultural Liaison Unit.

Employee	403(b) Match
Ali, Maryan H	\$ 3,750
Grant, Heidi A	\$ 3,750
Lopez, Mary T	\$ 2,750
Wild, Priscila C	\$ 3,750
Dale, Maricela	\$ 3,750

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2024 through June 30, 2025.

Burnsville Cultural & Family Liaison Association
Burnsville, MN 55337

Independent School Dist. 191
200 West Burnsville Parkway
Burnsville, MN 55337

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Cultural & Family Liaison Association (hereinafter referred to as the Union), representing the Cultural Liaisons of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Cultural Liaisons for the period July 1, 2024 through June 30, 2025.
2. Understanding that this is the first negotiated agreement between the Union and the District, it is important to both parties to establish an agreed upon seniority list for all current employees.
3. The following list establishes the seniority date for the identified employees in the Cultural Liaison Unit.

Employee	Seniority Date	Employee	Seniority Date
Lopez, Mary T	10/15/2007	Ruiz, Cynthia	2/28/2022
Grant, Heidi A	7/1/2011	Moalim, Shamsa A	10/3/2022
Riveros, Anna-maria	11/19/2012	Dale, Maricela	4/10/2023
Hassan, Rahma	7/1/2013	Elmi, Morgan	8/28/2023
Kaahiye, Axmad	9/23/2013	Ibrahim, Ardo	11/13/2023
Bauer, Andrea C	9/26/2019	Hampton, Kionna M	12/11/2023
Wild, Priscila C	8/31/2020	McKinney, Madison	1/18/2024
Ali, Maryan H	9/9/2020	Santiago-Toledano, Marshall	11/4/2024
Yasin, Muna I	9/20/2021		

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2024 through June 30, 2025.

Burnsville Cultural & Family Liaison Association
Burnsville, MN 55337

Independent School Dist. 191
200 West Burnsville Parkway
Burnsville, MN 55337

Union Representative

Employer Representative

Dated: _____

Dated: _____

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1. The School District and Union are parties to a collective bargaining agreement governing Cultural Liaisons for the period July 1, 2024 through June 30, 2025.
2. Understanding that this is the first negotiated agreement between the Union and the District, it is important to both parties to establish an agreed upon initial step placement for all current employees.
3. The following list establishes the initial step for the identified employees in the Cultural Liaison Unit.

Employee	Step	Employee	Step
Grant, Heidi A	6	Wild, Priscila C	6
Lopez, Mary T	6	Moalim, Shamsa A	2
Riveros, Anna-maria	6	Dale, Maricela	3
Hassan, Rahma	4	Elmi, Morgan	2
Kaahiye, Axmad	6	Ibrahim, Ardo	3
Bauer, Andrea C	4	Hampton, Kionna M	3
Ali, Maryan H	3	McKinney, Madison	6
Yasin, Muna I	3	Santiago-Toledano, Marshall	3
Ruiz, Cynthia	2		

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2024 through June 30, 2025.

Burnsville Cultural & Family Liaison Association
Burnsville, MN 55337

Independent School Dist. 191
200 West Burnsville Parkway
Burnsville, MN 55337

Union Representative

Employer Representative

Dated: _____

Dated: _____

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1. The School District and Union are parties to a collective bargaining agreement governing Cultural Liaisons for the period July 1, 2023 through June 30, 2025.
2. Understanding that this is the first negotiated agreement between the Union and the District, it is important to both parties to hold harmless employees that have been receiving a higher longevity payment under the previous Terms and Conditions of employment.
3. Both parties agree that the following employees will be held harmless at the identified rate until they are eligible for the next tier under Article VI, Section 3 Longevity.
4. The following list establishes the 2023-2025 longevity for the identified employees in the Cultural Liaison Unit.

Employee	Longevity
Grant, Heidi A	\$ 2,500
Riveros, Anna-maria	\$ 2,500
Hassan, Rahma	\$ 2,500
Kaahiye, Axmad	\$ 2,500
Bauer, Andrea C	\$ 1,000

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2024 through June 30, 2025.

Burnsville Cultural & Family Liaison Association
Burnsville, MN 55337

Independent School Dist. 191
200 West Burnsville Parkway
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Union Representative

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Dated: _____

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Cultural & Family Liaison Association (hereinafter referred to as the Union), representing the Cultural Liaisons of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Cultural Liaisons for the period July 1, 2024 through June 30, 2025.
2. It is agreed that the district will offer a flat rate equivalent to the projected percent increase of the medical premium used for negotiation costing for 25.26 and 26.27 bargaining years.
3. For July 1, 2027, both parties agree that the premium rate is open to a negotiated increase amount.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2024 through June 30, 2025.

Burnsville Cultural & Family Liaison Association
Burnsville, MN 55337

Independent School Dist. 191
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Dated: _____

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Cultural & Family Liaison Association (hereinafter referred to as the Union), representing the Cultural Liaisons of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Cultural Liaisons for the period July 1, 2024 through June 30, 2025.
2. It is agreed that both the district and the union will identify 3 representatives to meet and clarify the differences, nuances, and ethical conflicts between performing the role of a cultural liaison and the role of an interpreter / translator.
3. It is agreed that the task force will also develop a process for approving evening events, parent conferences, and other events outside of building hours that is uniformed districtwide.
4. The task force should provide guidance before workshop week of 2025.
5. It is agreed that the guidance from the taskforce is not binding, but will be used to determine whether clear contract language can be developed or if a solution outside of contract language may be appropriate.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2024 through June 30, 2025.

Burnsville Cultural & Family Liaison Association
Burnsville, MN 55337

Independent School Dist. 191
200 West Burnsville Parkway
Burnsville, MN 55337

Union Representative

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Dated: _____

Dated: _____