

### **AGREEMENT**

Between

# INDEPENDENT SCHOOL DISTRICT 12 CIRCLE PINES, MINNESOTA

And the

# MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

Representing the

CENTENNIAL PARAPROFESSIONALS

July 1, 2021 through June 30, 2023

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# ARTICLE I NON-APPLICATION

# ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

<u>Section 1.</u> <u>Recognition:</u> In accordance with the P.E.L.R.A., the School District recognizes Minnesota School Employees Association as the Exclusive Representative for the Paraprofessional employees, employed by the School District, which Exclusive Representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

<u>Section 2.</u> <u>Appropriate Unit:</u> The Exclusive Representative shall represent all such employees of the District contained in the appropriate unit as defined in Article II, Section 2, of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services.

# ARTICLE III DEFINITIONS

<u>Section 1.</u> Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the references to employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: technology department employees, 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 employees 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 any calendar year and emergency employees.

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

# Section 4. Definition of Positions Included in the Paraprofessional Unit:

<u>Licensed Care Specialists</u>: Paraprofessionals whose assigned primary job functions are more than fifty percent related to the health care of students.

Licensed Care Specialists must hold a current valid Licensed Practical Nurse (LPN) or Registered Nurse (RN) license. Primary job functions shall be determined by the school district.

<u>Special Program Paraprofessional:</u> Paraprofessionals whose assigned primary job functions are more than seventy-five percent related to the implementation of student intervention programs in a work setting that is outside a regular classroom work setting, and who are directly supervised by the principal. Primary job functions shall be determined by the school district.

<u>Paraprofessional</u>: Paraprofessionals who are not classified as Licensed Care Specialists or Special Program Paraprofessionals.

# ARTICLE IV SCHOOL BOARD RIGHTS

<u>Section 1.</u> <u>Inherent Managerial Rights:</u> The Exclusive Representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

<u>Section 2.</u> <u>Management Responsibilities:</u> The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities 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 and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders, issued by properly designated officials 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 and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provisions 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.

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

## ARTICLE V EMPLOYEE RIGHTS

<u>Section 1.</u> <u>Right to Views:</u> Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Association.

<u>Section 2.</u> Request For Dues Check Off: The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in equal installments.

# Section 3. Job Postings:

<u>Subd. 1.</u> All employee openings shall be routinely posted on the school district's internal posting site for positions covered by this unit. The postings shall include the Union Stewards.

<u>Subd. 2.</u> Employee vacancies shall normally be posted for a minimum of five (5) calendar days during the school year and ten (10) days during the summer. Summer shall be defined as starting June 15<sup>th</sup> and ending August 15<sup>th</sup>.

<u>Subd. 3.</u> <u>Application For Vacancies:</u> All employees under this Agreement may submit an application in writing for any job which is posted pursuant to this Article. In order to be considered for a posting, the employee's application must state in writing the specific posted job for which the employee is making application and must be received in the human resources office on or before the date stated in the posting. Applications stating that the employee simply wants more hours will not be considered acceptable.

Subd. 4. Reassignment of Employees at a Site Before Districtwide Posting:

When a vacancy occurs at a site during the regular school year, the Principal at the site shall have the right before districtwide posting of the vacancy to reassign another site employee to the vacant job as long as the employee has the same total annual working hours as the employee vacating the job. Any employee who is interested in being considered for a change of postion(s) and / or hours should notify the Principal in writing. The Principal shall consider all employee submitted requests for position change and/or hours, qualifications, availability for hours, length of service with the school district and other relevant factors of all employees who responded to the site posting when recommending the reassignment. If the employee accepts the reassignment, that employee's vacant assignment must be posted districtwide. Nothing in this section requires the school district decision to be based on seniority or another specific factor standing alone.

### Section 4. Application of Seniority:

<u>Subd. 1.</u> Adding More than 2 Hours of Paid Time: Seniority will apply in the filling of vacancies of more than two (2) hours per day provided an employee has completed their probationary period and the employee has the qualifications to perform the duties and responsibilities of the position, except in those positions involving a promotion which shall be filled as provided in Section 5. For purposes of this Section, a promotion is defined as moving to a classification involving an increase in pay.

<u>Subd. 2.</u> Adding 2 Hours or Less of Paid Time: If two (2) hours or less of paid working hours are added at the school to which an employee is assigned, the school district shall consider an employee's submitted requests for position change and/or hours, qualifications, availability for hours, length of service with the school district and other relevant factors when assigning the additional working hours. Nothing in this section requires the school district decision to be based on seniority or another specific factor standing alone. The school district does not relinquish its right to assign extra paid working hours.

#### Section 5. Promotion Positions:

<u>Subd. 1.</u> In filling positions involving a promotion as defined in Section 3 above, the position shall be filled by the School District with the best qualified candidate as determined by the School District. In making its determination the School Board shall consider the employee's qualifications and aptitude for the position as well as his/her length of service with the School District, along with other relevant factors.

<u>Subd. 2.</u> If, in review of applications, the School District is going to recommend that the job be awarded to a junior employee the Union shall be notified of the promotion.

<u>Section 6.</u> <u>Personnel Files:</u> Members of the unit, upon written request to the supervisor having custody of the files, have the right with reasonable notice during normal office hours to review the content of his/her own personnel file and evaluations. Members of the unit shall have the right to reproduce at his/her own expense any of the contents of his/her own file. Each member of the unit shall have the right to submit for inclusion in his/her own file written information in response to any material in the file and such information shall become part of the file.

### ARTICLE VI NON-APPLICATION

### ARTICLE VII HOURS OF SERVICE

<u>Section 1.</u> <u>Basic Work Week:</u> A full-time work week shall consist of forty (40) hours per week, eight (8) hours per day with many paraprofessionals at 32.5 hours/week. This section does not provide a guarantee of hours, but rather is a definition of a full-time work week.

<u>Section 2.</u> <u>Part-Time Employees:</u> The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

<u>Section 3.</u> <u>Shifts and Starting Time:</u> All employees will be assigned times and shifts as determined by the School District. If a permanent change is made, a two (2) week prior notice shall be issued, excluding emergencies and temporary changes.

<u>Section 4.</u> Work Year: The regular work year shall be those days determined by the School District and shall normally be those days when students are in attendance. By July 30 (to be the same as Article V, Section1, Subd. 5) of each year, employees will be given a written notice of the days assigned. The written notice shall not relinquish the School Board's right to determine days of service, hours of service or location of service.

<u>Section 5.</u> <u>In-service Training:</u> Employees may be required to complete in-service training annually in addition to their regularly assigned working hours. Employees will be required to attend 1 professional development day for the 2022-2023 school year. The times, dates and topics of in-service training shall be determined by the school district after consulting with the employees. Employees shall be paid for the training at their

current effective rate of pay. If training occurs after expiration of a contract, but prior to the effective date of a new contract, the difference between the new rate of pay and the former rate of pay shall not be paid retroactively. In addition to required in-service training, employees shall have the right to request paid training activities from the staff development committee at their work site.

Licensed Care Specialists will work 3 additional days of workshops per year to be determined by the District. These workshop days may be scheduled prior to students arriving and/or throughout the school year.

<u>Section 6.</u> <u>Breaks and Meal Periods:</u> It is the practice of the school district that the length of paraprofessional breaks and meal periods is as follows:

<u>Hours Worked</u>	Rest Breaks
3 hours/day	0 minutes
More than 3 hours but less than 6	1 @ 10 minutes
6 hours/day	2 @ 10 minutes

Meal periods are scheduled by the building principal. Meal periods of twenty (20) minutes or less must be paid periods. If necessary, a paid meal period may be interrupted by a supervisor. If a meal period is an unpaid period, it must meet <u>all</u> of the following criteria:

- 1. Must be at least thirty (30) minutes.
- 2. The employee must be relieved of all duties.
- 3. The employee must be free to leave the duty post. However, there is no requirement that the employee be allowed to leave the premises.

# ARTICLE VIII RATE OF PAY

# Section 1. Rates of Pay:

<u>Subd. 1. Effective Dates:</u> The wages and salaries reflected herein shall be a part of this Agreement during its duration and shall be effective as provided herein.

<u>Subd. 2.</u> <u>Salary Status:</u> Effective July 1, 2021, employees' hourly rate of pay shall be as listed in Schedule A attached hereto. Effective July 1, 2022, employees' hourly rate of pay shall be as listed in Schedule A attached hereto.

<u>Subd. 3.</u> <u>Advancement on Salary Schedule:</u> In order to receive advancement on the salary schedule a person must be employed prior to January 1st of the

preceding year. Employees will move steps on the salary schedule in the 2021-2022 and 2022-2023 years.

<u>Subd. 4.</u> <u>Adjustment of an Employee Compensation:</u> If it should become necessary to adjust an employee's compensation, the employees hourly rate of pay including longevity will be applied to all actual hours worked.

<u>Subd. 5</u>. <u>Annual Notification of Compensation</u>: On or before July 30<sup>th</sup> each year, the Human Resources Office will notify each employee what their total days, hours per day and salary are expected to be for the next school year. The notice shall not relinquish the School Board's right to determine days of service, hours of service or location of service.

<u>Subd. 6.</u> All employees will be paid appropriate payrolls commensurate with the work year.

### Section 2. School Closing:

<u>Subd. 1.</u> Except for the reasons in Subd. 2 and Subd. 3, in the event that school is closed for any reason and the employees are not required to perform services, the employees' compensation shall be reduced accordingly.

<u>Subd. 2.</u> If the school district starts two (2) or less hours late because of an emergency including inclement weather, and the employee is directed by the school district not to report to work during that same period of time, employees regularly scheduled to work during that same period of time will be paid without having to make up the time.

<u>Subd. 3.</u> If the school district is closed for the entire day because of an emergency including inclement weather, and the employee is directed by the school district not to report to work on that day, employees regularly scheduled to work on that day will be paid their regular daily rate of pay for a maximum of two (2) emergency closing days during the regular school year.

<u>Subd. 4.</u> If the school district makes up any of the days the school district was closed because of an emergency including inclement weather for which the employees were paid but did not work per Subd. 3, the employees shall be required to work the make-up days at no additional pay.

#### Section 3. Overtime:

Subd. 1. Overtime: All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1½) times the regular hourly rate of pay times the time worked. All hours worked in excess of an employee's regular hours and regular work week but less than forty (40) hours per week shall be compensated by prior mutual agreement between the employee and a Principal at one (1) times the regular hourly rate of pay times the time worked. Overtime shall be approved by the employee's supervisor in advance. In case of an emergency, the employee's supervisor shall be notified the next working day after the overtime has been worked. In cases of emergency, employees who work beyond the regular daily schedule on any day shall not be required to take the time off later in the week because of extra hours.

<u>Subd. 2.</u> <u>Utilization of Compensatory Time:</u> Employees will be paid for all hours worked at the appropriate rate. Compensatory time arrangements will not be allowed.

<u>Section 4.</u> <u>Retroactive Pay:</u> Employees who have separated for any reason from the bargaining unit prior to the end of the school year shall not be retroactively compensated for any difference between their compensation on the date of their separation and the

newly negotiated compensation. Compensation shall include regular rate of pay, overtime pay, compensatory time off, differential pay and/or longevity pay.

# ARTICLE IX HOLIDAYS

<u>Holidays</u>: All employees who are currently employed when Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Presidents' Day and Memorial Day occur, shall be paid their regular daily rate of pay for those holidays. 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.

# ARTICLE X GROUP INSURANCE

<u>Section 1.</u> <u>Selection of Carrier:</u> The selection of the insurance carrier and policy shall be made by the School District as provided by law. Employees shall be given the opportunity to review any carrier changes with the School District prior to School Board action.

<u>Section 2.</u> <u>Health and Hospitalization Insurance:</u> The School District shall allow all employees that work twenty-five (25) hours or more per week on a regular basis the opportunity to participate in the health and hospitalization insurance program, if the School District's health and hospitalization carrier permits such participation. All employees that are eligible and enrolled in the group health and hospitalization plan shall be required to pay the entire premium by payroll deduction.

Section 3. Health and Hospitalization Insurance: The School District shall allow all employees that work twenty-five (25) hours or more per week on a regular basis the opportunity to participate in the health and hospitalization insurance program, if the School District's health and hospitalization carrier permits such participation. Employees working a minimum of 30 hours per work shall be entitled to a district contribution towards the cost of the health insurance premium of \$648.00 per month effective 1/1/2022 for single coverage and \$920.00 per month for E+1 or Family coverage. Employees working a minimum of 30 hours per work shall be entitled to an increase of the district contribution towards the cost of the health insurance premium of \$683.00 per month effective 1/1/2023 for single coverage and \$955.00 per month for E+1 or Family coverage. Employees that are eligible and enrolled in the group health and hospitalization plan working more than 25 hours but less than 30 hours per week shall be required to pay the entire premium by payroll deduction.

<u>Section 4.</u> <u>Claims Against the School District:</u> It is understood that the School District's only obligation is to purchase an insurance policy and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

<u>Section 5.</u> <u>Duration of Insurance Contribution:</u> Upon termination of employment, all insurance benefits shall cease.

<u>Section 6.</u> <u>Eligibility:</u> Benefits provided in this Article are designed for all employees that regularly work twenty-five (25) hours or more per week and are allowed to participate in the health and hospitalization insurance program by the insurance carrier.

# Section 7: Long Term Disability Insurance

The School District will pay the full monthly cost for each eligible employee enrolled in the school district income protection plan. All employees regularly working fifteen (15) or more hours per week shall be required to participate in the income protection policy plan. Employees regularly working less than fifteen (15) hours per week shall not be eligible for participation.

#### Section 8: Life Insurance

The School District will pay the full monthly cost for each eligible employee enrolled in the school district \$20,000 term life insurance plan. All employees regularly working fifteen (15) or more hours per week shall be required to participate in the \$20,000 term life insurance policy plan. Employees regularly working less than fifteen (15) hours per week shall not be eligible for participation.

# ARTICLE XI LEAVES OF ABSENCE

#### Section 1. Sick Leave:

- <u>Subd. 1.</u> All employees shall earn sick leave at the rate of one (1) day for each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. An employee shall normally earn ten (10) days of sick leave per year.
- <u>Subd. 2.</u> Unused sick leave days may accumulate to a maximum credit of one hundred forty (140) days of sick leave per employee.
- <u>Subd. 3.</u> Sick Leave with pay shall be allowed whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- <u>Subd. 4.</u> 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 of 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.
- <u>Subd. 5.</u> Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.
- <u>Subd. 6.</u> Sick leave pay shall be approved only upon submission of request through the authorized sick leave pay request process.
- <u>Subd. 7.</u> Use of sick leave with pay to care for family members who are ill or injured will be granted in accordance with Minn. Stat. § 181.9413 (2013), as amended. Family members covered by Minn. Stat. § 181.9413 (2013) include minor and adult children, a spouse, sibling, parent, grandparent, grandchildren,

father in-law, mother in-law or stepparent. Any amendments to the definition of family members covered by Minn. Stat. § 181.9413 (2013) shall be incorporated into the Master Agreement upon the effective date of the amendment.

### Section 2. Worker's Compensation

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

<u>Subd. 2.</u> A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portions of days of sick leave time which is used to supplement Worker's Compensation.

<u>Subd. 3.</u> Such payment shall be paid by the School District to the employee only during the period of disability.

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

<u>Subd. 5.</u> An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this policy shall submit his/her Worker's Compensation check, endorsed to the School District prior to receiving payment from the School District for his/her absence.

#### Section 3. Bereavement:

<u>Subd. 1.</u> Any employee who is regularly scheduled to work shall be allowed up to five (5) days leave for a death in the family. The specific amount of leave allowed is subject to the discretion of the Superintendent depending on the circumstances. Immediate family is defined as the employee's spouse, child, parent, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchild, grandparent, brother-in-law, sister-in-law, aunt, uncle, nieces and nephews.

#### Section 4. Medical Leave:

Subd. 1. An employee, who has completed his/her probationary period, who is

unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to one (1) year. This leave may be renewed at the discretion of the School District.

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

<u>Section 5.</u> <u>Insurance Application:</u> 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.

# Section 6. Personal Leave/PTO (paid time off):

<u>Subd. 1.</u> An employee may use a maximum of four (4), non-accumulative, Personal Leave/PTO (paid time off) days per year. When used, all four (4) days shall be deducted from the employee's accumulated sick leave. If the employee has no sick leave, Personal Leave/PTO (paid time off) will not be allowed.

<u>Subd. 2.</u> Personal Leave/PTO (paid time off) shall be granted by the school district if the following criteria are met:

- 1. The request is received by the Director of Human Resources at least three (3) workdays in advance of the day requested.
- 2. Not more than three (3) employees per building per day will be granted Personal Leave/PTO (paid time off). The school district retains the right to deny an employee Personal Leave/PTO (paid time off) if the leave will directly result in the loss of critical services to a student. If the site has reached its maximum number of employees who may be on Personal Leave/PTO (paid time off) at the same time, an employee may make a request to the director of human resources for a Personal Leave/PTO (paid time off) of absence due to a life event examples: weddings, funerals, and serious injury accidents.
- 3. Personal Leave/PTO (paid time off) may be permitted on the day preceding

or the day following holidays or vacations. Personal Leave/PTO (paid time off) shall normally not be permitted on the first ten (10) days or the last fifteen (15) days of the school year. The director of human resources may grant Personal Leave/PTO (paid time off) to employees during these periods of time under extenuating circumstances as determined by the director.

- 4. Personal Leave/PTO (paid time off) shall not be used for the conduct of or participation in the business of the Exclusive Representative.
- 5. Personal Leave/PTO (paid time off) may not be used for the purposes of appearing before a court, grievance arbitrator or any other proceedings in which the petitioner for Personal Leave/PTO (paid time off) is a participant individual or through membership in an organization in an action against the School District.
- 6. Paraprofessionals-are allowed to use their earned paid personal leave days during non-student contact days, specifically winter break and spring break.

### Section 7. Unpaid Leave:

<u>Subd. 1.</u> Unpaid leaves may be approved at the discretion of the Superintendent or his/her designee.

<u>Subd. 2.</u> All requests for unpaid leaves must be submitted to the Superintendent or his/her designee at least one (1) week in advance of the leave date.

<u>Subd. 3.</u> No more than one (1) employee per building will be granted an unpaid leave for the same work day(s).

<u>Subd. 4.</u> Unpaid leave requests for more than thirty (30) consecutive working days must be submitted to the School Board for their consideration. It is the employee's responsibility to submit his/her requests to the Superintendent or his/her designee at least one (1) week in advance of the next regularly scheduled School Board meeting.

<u>Subd. 5.</u> The employee must have exhausted all paid personal leave before an unpaid leave of absence may be granted.

#### Section 8. Family Leave:

- <u>Subd. 1.</u> A family leave shall be granted by the School District subject to the provisions of this Section. Family leave shall be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.
- <u>Subd. 2.</u> An employee making application for family leave shall inform the Superintendent in writing with intention to take the leave at least three (3) calendar months before commencement of the intended leave. The application shall include the commencement date and tentative return date of the family leave and a statement from the employee's physician indicating the expected delivery date.
- <u>Subd. 3.</u> If the reason for the family leave request is occasioned by pregnancy, the employee may continue her duties until the onset of the disability. Thereafter, the employee may utilize accumulated sick leave (if any) during the period of disability. After the period of disability has been completed, the employee may request a child care leave. However, if the employee requests a child care leave to commence prior to the onset of disability, such child care leave shall be in effect from the date of commencement through the period of child birth and recovery.
- <u>Subd. 4.</u> The commencement and return date of family leave shall be mutually determined by the employee and Superintendent or his/her designee. In the event mutual agreement between the employee and the School District cannot be reached on a commencement date and return date, the School District shall not, in any event, be required to permit the employee to perform her duties within fifteen (15) days before the estimated date of delivery or home placement of the child or within thirty (30) days after the actual date of delivery or home placement.
- <u>Subd. 5.</u> In approving a family leave of absence, the School District shall not be required to grant any leave more than one year (1) in duration or permit the employee to return to his/her employment prior to the date designated in the initial application for the family leave.
- <u>Subd. 6.</u> Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the employee initially agree to an extension of the leave.
- <u>Subd. 7.</u> The parties agree that the applicable periods of probation for employees as set forth in Article XII, Section 1, of this Agreement are intended to be periods of actual service enabling the School District to have an opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for

which the employee is on family leave shall not be counted in determining the completion of the probationary period.

<u>Subd. 8.</u> An employee who returns from family leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence for family leave.

Subd. 9. Leave under this Section shall be without pay or fringe benefits.

<u>Section 9.</u> <u>Credit:</u> An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

<u>Section 10.</u> <u>Jury Duty:</u> An employee called for jury duty shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation.

Section 12. Sick Leave Donation: The District and the Paraprofessional Unit recognize the stress and strain put on a Paraprofessional and family when a serious illness or injury strikes the employee. A catastrophic illness or injury can result in the loss of time and wages depending on the individual Paraprofessional's situation. In support of the Paraprofessional and in acknowledgement of the value of that staff person to the District, the District and the Paraprofessional Unit have developed an emergency sick leave pool where Paraprofessionals who have exhausted their leave options may apply for additional days available as part of the pool. The pool will be filled by donations made by members of the Paraprofessional Unit to support colleagues experiencing such circumstances.

Subd. 1. Purpose. The purpose of this section is to provide
Paraprofessional the opportunity to voluntarily donate paid
personal or sick leave to Paraprofessional that has been diagnosed
with a catastrophic illness or injury.

The purpose of the donation process is to help the employee who has exhausted all earned paid leaves of absence including paid personal days and sick leave

days until the employee is eligible for Long Term Disability (LTD) Insurance payments.

Catastrophic Illness or Injury Defined: Catastrophic illness or injury is defined according to the current LTD provider.

- <u>Subd. 2.</u> <u>Eligibility.</u> In order to be eligible to receive donated paid sick leave, the Paraprofessional must meet all of the following criteria:
  - 1. Diagnosed by a physician with a catastrophic illness or injury (as defined above). The physician must sign and date a statement describing the illness. The statement must accompany a written request to the director of human resources for donated paid personal or sick leave.
  - 2. The employee must have exhausted all earned paid leaves of absence including paid personal days and sick leave days.
  - 3. Approved by the school district's long-term disability group insurer to receive long-term disability payments (participant in the LTD insurance plan and have applied for benefits).
  - 4. Must have already participated in the sick/personal leave donation process. Participation is defined as already have donated 1-3 days of their own time. Employees need to donate at the time of hire or make an initial donation to be eligible to participate. Once the sick leave bank reaches 500 days, donations are no longer needed until the bank is reduced to 50 days (unless the employee is new and wants to participate in the program). All days donated to the pool are non-returnable.
  - 5. Eligibility for the leave donation ends when the Paraprofessional becomes eligible for long-term disability or 30 days, whichever is less.
  - 6. Be available to the employee for the employee's own illness.

#### Subd. 3. Donation Details.

1. <u>Leave Bank:</u> The minimum number of days in the sick leave bank for the unit will be 50 days. When the reserve balance stands at fifty (50) days or fewer, all Paraprofessionals

- wanting to belong to the reserve must contribute at least one day to the reserve to continue participation.
- 2. <u>Notification.</u> Upon receipt of an eligible paraprofessional's request for donated sick leave, the Human Resources Director, with two (2) of the unit's representatives, one of whom will be the President or his/her designee, determine eligibility. The decision on approval on individual requests is final and is not subject to the grievance process.
- 3. <u>Value</u>: The value of a donated day will be equal to the employee's regular daily rate of pay. Donated days will be deducted in whole, not partial days.
- 4. <u>Status of Donated Days.</u> Once donated time has been transferred to the donation bank, the donor has no rights to that time for any reason and the time will be treated as if the donor utilized the time.
- 5. <u>Allowance:</u> The maximum number of days that an eligible employee may access the donation bank is 30 days in any 3 year period.
- 6. <u>Process:</u> Donated days will go directly into the eligible employee's sick leave bank (Aesop) or whatever service is used. The Human Resources Director will be in charge of depositing the approved allotted days into the eligible employee's sick leave bank.

# ARTICLE XII 403 (b)

<u>Section 1.</u> Other Benefits: Bargaining unit employees will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 457 and 403(B) of the Internal Revenue Code, as amended, Minnesota Statutes 123.35, Subd. 12, and school district policy.

<u>Section 2. Program Year and Election:</u> Each year, the employee may elect to participate in the program. Election forms will be provided to the employee by the human resources office. The program shall be defined as September 1<sup>st</sup> through August 31<sup>st</sup>.

Employee elected contributions may not be changed during the program year.

Section 3. Selection of Investment Company: Contributions by the employee may be made only to the school district approved 403(B) investment companies. Once the employee elects an investment company, the election shall remain in full force unless the employee notifies the human resources office in writing of a desire to change investment companies. All written investment company change requests must be received in the human resources office no later than June 15th proceeding the next program year.

### Section 4. Eligibility:

- Subd. 1. Employees who have completed a minimum of five (5) years of continuous service in Centennial School District shall be eligible to participate in the 403(B) matching program as defined in the table below, as determined as of September 15 of each year. One year of service shall be defined as the employee being on payroll for a minimum of one hundred thirty-five (135) days. In order to elect a school district match, the employee must have completed five (5) years of service on or before July 1st of the calendar year in which the employee would become eligible to elect a matching contribution by the school district.
- Subd. 3. Employees moving across MSEA units are allowed to take their years of continuous service with them for purposes of 403(b) eligibility as outlined in the table below.
- Section 5. School District Matching Payment: Eligible employees may elect to receive a dollar match from the school district for each dollar the employee elects to contribute to the 403(B) program. The total school district program year match for employees eligible under Section 4 Subd. 1 shall be outlined in the table below. The employee's total elected contribution shall be made through paycheck deduction, and the deductions shall be equally divided among the employee's regular paychecks beginning September 30th each program year the employee elects to participate.

Years of service	6 or more hours/day)	5-5.999 hours/day	4-4.999 hours/day
0-5 Years	\$0	0	0
6+ Years	\$300- 21-22 school year	\$200- 21-22 school year	\$100- 21-22 school year
	\$350- 22-23 school year	\$250- 22-23 school year	\$150- 22-23 school year

# ARTICLE XIII NON-APPLICATION

### ARTICLE XIV GRIEVANCE PROCEDURE

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

<u>Section 2.</u> 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 his/her behalf.

### Section 3. Definitions and Interpretation:

<u>Subd. 1.</u> Extension: Time limits specified in this Agreement may be extended by mutual agreement.

<u>Subd. 2.</u> <u>Days:</u> Reference to days regarding time periods in procedure shall refer to working days. A working day is defined as all week days not designated as holidays by State Law.

<u>Subd. 3.</u> 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, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

<u>Subd. 4.</u> 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.

<u>Section 4.</u> <u>Time Limitation and Waiver:</u> Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the occurrence of the act or within twenty (20) days after the employee acquired or should through the use of reasonable diligence, have acquired knowledge of the alleged violation. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from

one level to another within the time periods thereafter 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. The processing of all grievances at Level I shall be during the normal work day, whenever possible, and employees shall not lose wages due to their necessary participation.

<u>Section 5.</u> <u>Adjustments of Grievance:</u> 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:

<u>Subd. 1.</u> <u>Level I:</u> If the grievance is not resolved through informal discussions, the Building Principal shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

<u>Subd. 2.</u> <u>Level II.</u> In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director of Human Resources, 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 Director of Human Resources, the Director of Human Resources or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Director of Human Resources or his/her designee shall issue a decision in writing to the parties involved.

<u>Subd. 3.</u> <u>Level III.</u> In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing five (5) days after receipt of the decision in Level II. If the grievance is properly appealed to the Superintendent, the Superintendent 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 Superintendent shall issue his/her decision in writing to the parties involved.

Section 6. Superintendent's Review: The Superintendent reserves the right to review any decision issued under Level I or Level II of this procedure provided the Superintendent notifies the parties of his/her intention to review within ten (10) days after the decision has been rendered. In the event the Superintendent reviews a grievance under this Section, the Superintendent reserves the right to reserve or modify such decision.

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

<u>Section 8.</u> <u>Arbitration Procedure:</u> In the event that the employee and the Superintendent are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

<u>Subd. 1.</u> 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.

<u>Subd. 2.</u> <u>Prior Procedure Required:</u> No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

<u>Subd. 3.</u> <u>Selection of Arbitrator:</u> 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 PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree

upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

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

<u>Subd. 5.</u> <u>Decision:</u> The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

<u>Subd. 6.</u> <u>Expenses:</u> Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the

cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

<u>Subd. 7. Jurisdiction:</u> 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 the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

# ARTICLE XV SENIORITY

<u>Section 1.</u> <u>Date:</u> Employees shall acquire seniority upon completion of the probationary period as defined in this agreement and upon acquiring seniority the seniority date shall relate back to the date of original hire. If employees have the same seniority date, seniority ranking shall be determined by lot.

<u>Section 2.</u> <u>Classification:</u> Employees' jobs shall be classified as listed in this section. If an employee's job is evenly divided, the job classification shall be determined by the school district.

<u>Licensed Care Specialist:</u> Paraprofessionals whose assigned primary job functions are more than fifty percent related to the health care of students. Licensed Care Specialists must hold a current valid Licensed Practical Nurse (LPN) or Registered Nurse (RN) license. Primary job functions shall be determined by the school district.

<u>Special Program Paraprofessional:</u> Paraprofessionals whose assigned primary job functions are more than seventy-five percent related to the implementation of student intervention programs in a work setting that is outside a regular classroom

work setting, and who are directly supervised by the principal. Primary job functions shall be determined by the school district.

<u>Paraprofessional</u>: Paraprofessionals who are not classified as Licensed Care Specialists or Special Program Paraprofessionals.

### Section 3. Involuntary Reduction of Working Hours:

<u>Subd. 1.</u> <u>Eligible Employees:</u> Employees with seniority rights who meet one of the following criteria, shall be able to exercise their involuntary reduction of daily working hours seniority rights:

- 1. An individual within any classification whose daily working hours are involuntarily reduced twenty-five percent (25%) or more, or
- 2. All members of a classification whose daily working hours are involuntarily reduced one hundred percent (100%), or
- 3. All members of the unit when the unit's total daily working hours are involuntarily reduced fifty-one (51%) or more.

<u>Subd. 2.</u> Exhausting Bumping Rights: Bumping rights for each employee's current classification listed below must be exhausted in the order listed and after having been exhausted, the employee may not exercise any further bumping rights:

- 1. Licensed Care Specialists: bump other Licensed Care Specialists. If employee cannot bump other Licensed Care Specialists may bump Paraprofessionals (in order of seniority) and then Special Program Paraprofessionals.
- 2. Special Program Paraprofessional: bump other Special Program Paraprofessionals. If employee cannot bump other Special Program Paraprofessionals, the employee may bump Paraprofessionals (in order of seniority).
- 3. Paraprofessionals may bump in order of seniority from most senior employee to least senior employee.

<u>Subd. 3.</u> <u>Bumping Order:</u> In order of seniority from most senior employee to least senior employee, the employee will exercise their bumping rights within their current classification listed in Subd. 2. The employee will bump the first less senior employee with the same current daily working hours or closest to their current daily working hours.

Subd. 4. Splitting Hours: At no time shall the school district be required to split

apart any employee's total daily working hours or assignment(s) to ensure that an employee whose total daily working hours were involuntarily reduced are maintained at the same level prior to the involuntary reduction.

# Section 4. Layoff Application:

<u>Subd. 1.</u> In the event of layoff, the employee affected is eligible to bump as listed in Section 3 or take the layoff. Employees will be given a written notice of layoff on or before July 15<sup>th</sup>.

<u>Subd. 2.</u> In recall to work, the most senior employee on layoff shall be offered the first opportunity to return to a job in the same classification from which the employee was laid off and for which the school district determined the employee is qualified. Qualifications shall be determined by the school district.

<u>Subd. 3.</u> A laid off employee's seniority rights shall cease on July 1st of the year following the year in which the school board laid off the employee.

<u>Section 5.</u> <u>List:</u> The school district shall prepare an updated seniority list on or before February 1st of each year.

### ARTICLE XVI PROBATION

Section 1. Probationary Period: An employee under the provision of this Agreement shall serve a probationary period of one (1) year of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee, and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. One year of continuous service shall be defined as the period of time between the date the employee was originally hired through the first anniversary of the employee's original hire date. If the employee is absent for any reason for thirty (30) or more continuous days, the probationary period shall be automatically extended by the same total number of continuous days the employee was absent. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

<u>Section 2.</u> <u>Completion of Probationary Period:</u> An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

# ARTICLE XVII CORRECTIVE DISCIPLINE

<u>Section 1.</u> <u>Objective:</u> The School District intends to follow a policy of progressive corrections with its employees.

Section 2. Sequence: The normal sequence of correction would be:

- A. <u>Conference With The Employee:</u> The first step in resolving most correctional situations is through an employee/supervisor conference.
- B. <u>Written Reprimand:</u> If the supervisor believes that a written reprimand is necessary, he/she will first confer with the employee regarding the circumstances. If a written reprimand is issued the employee shall be given a reasonable time to correct the problem.

# C. <u>Suspension/Pay Dock:</u>

- 1. <u>Reason:</u> An employee may be suspended without pay for just cause. Any such suspension/pay dock is subject to the grievance procedure.
- 2. Notice of Hearing: Suspension/pay dock(s) shall take effect upon written notification from the Superintendent of Schools or his/her designee to the employee, stating the grounds for the suspension/pay dock which may include, but would not be limited to, theft, conduct, abuse of students, abuse of fellow employees, abuse of school property, abuse or misuse of sick leave or neglect of duty, together with a statement that the employee may make a written request for a hearing, before the School Board to review the suspension/pay dock within ten (10) days after receipt of such notification. If no hearing is requested within the ten (10) day period, it shall be deemed acquiescence by the employee to the suspension/pay dock. If the School Board receives a request from the employee within the ten (10) day period following notification, the School Board shall conduct a hearing within twenty-one (21) days of the receipt of the request.
- 3. <u>School Board Review:</u> If after a hearing before the School Board the suspension is reversed and set aside, the employee shall be reinstated and compensated for salary loss during the period of the suspension. However, should the decision of the School Board, after said hearing be to uphold the suspension, the employee shall have the right to invoke the grievance

procedure set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is received by the School Board within five (5) days after receipt of the School Board decision.

<u>Section 3.</u> <u>Effective Date:</u> The suspension/pay dock shall take effect upon receipt by the employee of the written notice of suspension/pay dock. The suspension/pay dock shall continue in effect for the time period provided in the written notice unless changed by the School Board. In no event shall the suspension/pay dock exceed a period of thirty (30) working days.

# ARTICLE XVIII MISCELLANEOUS

<u>Section 1: Licensed Care Specialist Reimbursement:</u> Licensed Care Specialists are eligible to be reimbursed up to \$250, every two years, for license renewal related expenses subject to prior approval of the District Nurse Supervisor and the Director of Human Resources.

# ARTICLE XIX DURATION

<u>Section 1.</u> 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, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

<u>Section 2.</u> <u>Effect:</u> 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.

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

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

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

For:	For:
MSEA Paraprofessionals	Centennial School District 12
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Negotiator Red	School Board Chairperson
Negoțiator	School Board Clerk
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# SCHEDULE A

	Paraprofessionals		
Step	2021-22	2022-23	
1	16.09	16.37	
2	16.21	16.49	
3	16.33	16.61	
4	16.45	16.74	
5	16.57	16.87	
6	16.70	17.01	
7	16.84	17.13	
8	16.96	17.25	
9	17.08	17.38	
10	17.21	17.51	
11	17.34	17.63	
12	17.46	17.77	
13	17.59	17.91	
14	17.73	18.05	
15	17.87	18.18	
16	18.00	18.32	

<sup>-</sup> Print Center Paraprofessionals and the ELL Liaison will receive an additional \$2/hour

Longevity Schedule-Employees hired before	7/1/2020			
After completion of 10 years of service	\$	0.25	/hour	
After completion of 15 years of service	\$	0.50	/hour	
After completion of 18 years of service	\$	1.50	/hour	
After completion of 21 years of service	\$	2.75	/hour	
After completion of 26 years of service	\$	3.00	/hour	

Longevity Schedule-Employees hired on or a	after 7/1/202	20		
After completion of 10 years of service	\$	0.25	/hour	
After completion of 15 years of service	\$	0.50	/hour	
After completion of 20 years of service	\$	1.00	/hour	
After completion of 25 years of service	\$	1.50	/hour	
After completion of 30 years of service	\$	2.00	/hour	

SCHEDULE A

	Licensed Care Specialists	
Step	2021-23	2022-23
1	23.17	23.57
2	23.34	23.75
3	23.51	23.93
4	23.69	24.11
5	23.87	24.30
6	24.06	24.47
7	24.23	24.65
8	24.41	24.84
9	24.59	25.03
10	24.78	25.21
11	24.96	25.41
12	25.16	25.59
13	25.34	25.79
14	25.53 25.98	
15	25.72	26.18
16	25.92	26.38

Longevity Schedule	-	
After completion of 10 years of service	\$ 0.25	/hour
After completion of 15 years of service	\$ 0.50	/hour

#### MEMORANDUM OF UNDERSTANDING

Between Centennial School District #12 And MSEA- Paraprofessionals

This memorandum shall be effective upon the approval of the 2021-2023 master agreement by the school board and shall expire on June 30, 2023.

The parties agree that if the school district is closed for the entire day because of an emergency including inclement weather, and the employee is directed by the school district not to report to work on that day, employees regularly scheduled to work on that day will be allowed to make up missed time based on their regular working hours in coordination with the supervisor for a maximum of two (2) emergency closing days during the regular school year.

If the school district makes up any of the days the school district was closed because of an emergency including inclement weather for which the employees were paid but did not work per Subd. 3, the employees shall be required to work the make-up days at no additional pay.

This work time is in addition to the 2 paid workdays in Article VIII, Section 5 of this contract.

IN WITNESS THEREOF, the parties have executed this memorandum of understanding as follows:

FOR MSEA Paraprofessionals Circle Pines, MN FOR ISD #12

Circle Pines, MN

School Board Chairperson

School Board Clerk

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#### MEMORANDUM OF UNDERSTANDING

# Between Centennial School District #12 And

MSEA- Paraprofessional Employees

This memorandum shall be effective upon the approval of the 2021-2023 master agreement by the school board and shall expire on June 30, 2023.

The parties agree that Paraprofessional Employees are allowed to use all hours spent working in the district in other bargaining units and count those hours towards eligibility for health insurance for the 2021-2022 and 2022-2023 school years.

IN WITNESS THEREOF, the parties have executed this memorandum of understanding as follows:

FOR MSEA Paraprofessional Employees

Circle Pines, MN

FOR Independent School District #12

Circle Pines, MN

School Board Chairperson

School Board Clerk