

MASTER AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT
NO. 821, MENAHGA, MINNESOTA

AND

EDUCATION MINNESOTA, MENAHGA
PARAPROFESSIONALS

July 1, 20253 through June 30, 20275

BOARD APPROVED /////////04/15/2024



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ARTICLE I: PURPOSE

This Agreement is entered into between Independent School District No. 821, Menahga, Minnesota, hereinafter referred to as the District or School District, and the Education Minnesota Menahga Paraprofessionals, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for paraprofessionals.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. Recognition: In accordance with the PELRA, the School District recognizes Education Minnesota Menahga Paraprofessionals as the exclusive representative for paraprofessionals employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in this 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 the PELRA and in certification by the Commissioner of the Bureau of Mediation Services (BMS) in BMS Case No. 04-PCE-396, dated December 17, 2003.

ARTICLE III: DEFINITIONS

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

SECTION 2. Description of Appropriate Unit: For purposes of this Agreement, the word, "paraprofessionals," shall mean all persons in the appropriate unit who normally work at least fourteen (14) hours per week and more than sixty-seven (67) days in any calendar year employed by the School District and in such classification excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week in the employees' bargaining unit, 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 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.

SECTION 3. District or School District: For purposes of administering this 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 Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV: SCHOOL DISTRICT RIGHTS

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

SECTION 2. 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 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 prescribed by the School Board 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 or alter any the terms of this Agreement. Any provision of this Agreement found to be in violation of laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

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

ARTICLE V: EMPLOYEE RIGHTS

SECTION 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or 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 exclusive representative.

SECTION 2. Right to Join: Pursuant to the 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 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, pursuant to the PELRA. 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 sixteen (16) equal installments, beginning with the first pay period in October, ~~and the amount of such deduction shall be forwarded to the officer of the exclusive representative designated in writing by the exclusive representative.~~ Mid-year hired employees will have pro-rated equal installments (adjusted for the number of pay periods remaining).

Authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of dues-checkoff authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provision agreed by the employee as stated in the authorization.

September 1-30, of each school year, is the time period for which an employee may cancel their membership. Cancellation must be submitted by the employee, in writing, to the local president, and the president will forward the cancellation to the Payroll Office.

The District may not send out a yearly form requesting individuals to reconfirm their membership.

SECTION 4. Use of District Facilities and Equipment: The exclusive representative shall have the right to use School District facilities to conduct the business of the exclusive representative (e.g., meetings, interviewing members, or during investigations). All uses of District facilities and equipment shall be subject to School District policy. The exclusive representative will be allowed to use District copy machines at the current per copy reimbursement rate publicly posted. Bulletin boards shall be located in both employee lounges for the posting of vacancies and other notices of the exclusive representative.

SECTION 5. Personnel Files: All evaluations and files generated within the School District related to each individual employee shall be available to each individual employee upon written request. The examination of the employee's file will be by appointment and under supervision by the School District. Upon the employee's written request and at the employee's expense, the School

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District shall provide copies of the file contents as requested by the employee. Employees shall have the right to submit for inclusion in their files written information in response to any materials contained therein, provided, however, the School District may destroy such files as provided by law. Neither a letter of discipline nor a letter of directive will be placed in an employee's personnel file by the School District without first providing a copy of such material to the employee.

SECTION 6. Exclusive Representative Leave: In the event that the School Board calls a meeting during regular work hours, representatives of the exclusive representative will not be subject to a pay loss. Also, the District agrees to allow the time off for the exclusive representative to conduct its business for up to two (2) work days each year. Such time shall be granted, from any regularly assigned work hours, with pay, and is limited to a maximum equivalent of up to two (2) six and one-half (6.5) hour days.

SECTION 7. Physical Item Reimbursement: On a case-by-case basis, the school district may Reimburse an employee for the repair &/or replacement of personal item(s) that occurs because of the performance of duties in working directly with students. Within two (2) working days of the occurrence, the employee will forward to their building administrator a completed incident report regarding the situation that caused the damage. The employee will provide an invoice detailing the cost of the repair or replacement, within sixty (60) workdays of the incident, to the business office. This section is not subject to the grievance procedure.

Section 8. Minnesota Statute 125.08, subd. 2., Paraprofessionals.

For all paraprofessionals employed to work in programs whose role in part is to provide direct support to students with disabilities, the school board in each district shall ensure that:

- (1) before or beginning at the time of employment, each paraprofessional must develop sufficient knowledge and skills in emergency procedures, building orientation, roles and responsibilities, confidentiality, vulnerability, and reportability, among other things, to begin meeting the needs, especially disability-specific and behavioral needs, of the students with whom the paraprofessional works;
- (2) within five days of beginning to work alone with an individual student with a disability, the assigned paraprofessional must be either given paid time, or time during the school day, to review a student's individualized education program or be briefed on the student's specific needs by appropriate staff;
- (3) annual training opportunities are required to enable the paraprofessional to continue to further develop the knowledge and skills that are specific to the students with whom the paraprofessional works, including understanding disabilities, the unique and individual needs of each student according to the student's disability and how the disability affects the student's education and

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behavior, following lesson plans, and implementing follow-up instructional procedures and activities; and

- (4) a districtwide process obligates each paraprofessional to work under the ongoing direction of a licensed teacher and, where appropriate and possible, the supervision of a school nurse.

Section 9. Employee Onboarding

The Employer shall provide Union Leadership, &/or designee, access to all new employee orientations. In-person orientations shall be held during work hours. The Union will be given at least 60 minutes for its presentation. If the orientation is online or otherwise not in person, Union leadership &/or designee, will have the opportunity to share print or electronic materials to participants.

(1)Union-only meeting time: During new employee orientation, the Employer shall schedule at least one (1) sixty (60) minute period for the Union to meet with new hires, immediately before or after the orientation meeting. This time period will be closed to representatives of the Employer.

(2)Notice of orientation meetings: The Employer shall notify the Union of each scheduled orientation meeting for new hires. The notice will be sent as soon as such meetings are scheduled but not less than ten (10) days in advance and will include date, time and location. In the event a formal orientation meeting is not held for new hires or the Union is unable to attend the formal orientation, the Employer shall allow a Union representative and the newly hired employee(s) to meet during the duty day at a mutually agreed upon time and location for a minimum of thirty (30) minutes.

(3)Minimum standards for orientation content: The Employer shall provide all new employees with standard orientation information, on paper or electronically, that will include but not be limited to: general information about the district, district policies and procedures, detailed benefits and salary information, specific job expectations, a job description, information about accessing appropriate technology and facilities, employment forms, information about required training and a copy of the Collective Bargaining Agreement.

ARTICLE VI: RATES OF PAY

SECTION 1. Rates of Pay:

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Subd. 1) Rates of Pay: The wages and salaries reflected in SCHEDULE A shall be a part of the Agreement commencing July 1, 202~~5~~³, to June 30, 202~~7~~⁵.

Subd. 2) Annual Effective Date: Individual step advances will occur only at the beginning of a school term, following each July 1st, subject to Subd. 3) below and if the employee has worked a minimum of 85 days.

Subd. 3) Status of Salary Schedule: In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current Agreement schedule and shall not advance a step, if eligible, until a successor Agreement is fully ratified.

SECTION 2. Withholding of Salary Advancement: An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

SECTION 3. New Employees: New employees will be placed on the salary schedule as agreed to between the employee and the District.

SECTION 4. Multiple Classifications: Employees will be paid according to the pay classification(s) in which they are assigned for all time worked in each classification. In the event an employee is asked to temporarily substitute, the employee will be paid the substitute rate or his/her own regular rate, whichever is greater.

SECTION 5. Pay Day: Employees will be paid bi-monthly during the normal school term in accordance with current School District payroll policies.

SECTION 6. Vacancies and New Positions: Notice of vacancies and newly-created positions shall be posted on the bulletin board, and employees shall be provided opportunity to apply for the vacancy or new position.

SECTION 7. Training: An employee will receive his/her normal rate of pay, for drive time, round trip from the school, that may be before or after the employee's regular duty day and the length of time for training. The employee will be reimbursed for all associated costs (food, lodging, round trip mileage from the school to the location of the training, as per board policy, when using a personal vehicle).

SECTION 8. Mileage: Employees shall be paid a mileage rate as established in writing by the School District when using their own vehicle in conjunction with approved School District business. All such mileage must be pre-approved in writing by the Superintendent.

ARTICLE VII: GROUP INSURANCE

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

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SECTION 2. Health and Hospitalization Insurance: The School District shall contribute a sum as calculated below, per month, toward the premium for each employee employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 1) For the purpose of this benefit, full time employment for a contract year will consist of total student days and in service days as determined by the board approved calendar for the school year, and Minnesota State Law.

Employees working at least 1,204 hours per school year, shall receive a health insurance contribution of ~~\$6,498~~\$7,750 for the 20264-20275 school year, applied in equal monthly payments.

Subd. 2) Employees working between 860-1,203 hours per school year, shall be eligible for School Districts Contributions of ~~\$5,520~~\$ 6,150 for the 20264-20275 school year applied in equal monthly payments.

Subd. 3) Employees working fewer than 860 hours per school year shall not be eligible for School District contributions.

Subd. 4) If the premium of a single or family plan is less than the School District premium contribution stated above, the difference shall be deposited, on behalf of the employee, into the employee's qualified HSA, VEBA, dental account or the premium on the district dental plan as elected by the employee.

Subd. 5) Commencing July 1, 2026, Eemployees working at least 1,204 hours per school year, and who have an eligible district health plan, shall receive a contribution of ~~\$200~~\$350 per year applied in equal monthly payments into the employee's qualified HSA or VEBA account.

Subd. 6) Commencing July 1, 2026, eEmployees working 860-1,203 hours per school year, who have an eligible district sponsored health plan, shall receive a contribution of ~~\$100~~\$ 250 per year applied in equal monthly payments into the employee's qualified HSA or VEBA account.

Subd. 7) Non-participating employees:

~~If the employee- Employees who~~ chooses not to participate in the District's group health and hospitalization insurance plan, ~~said employee may~~ instead elect to have the- apply the District's contribution toward to health and hospitalization insurance premiums applied to the premium ~~on- for~~ the district dental plan, based on the employee's selection. -as elected by the employee. This amount is- The District contribution for this purpose will not to exceed \$1,200 per employee.

For current employees, if they wish to elect or add this coverage, the Eelection must be made in writing to the Business Manager by September 15 of each school year.

Newly hired employees may make this election at the time of hire. Coverage will begin on the first day of the month following the employee's start date.

SECTION 3. 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 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 4. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this article as long as the employee is employed and on paid status by the School District. Upon termination of employment, all District contribution shall cease.

SECTION 5. Health Coverage After Retirement: An employee who retires from the School District and who is receiving a disability benefit and/or a retirement annuity from the State of Minnesota shall be eligible to continue group insurance participation according to M.S. 471.61. The employee must pay the full premium on or before the 15th of the month preceding actual coverage to the School District business office in monthly installments as directed by the School District.

SECTION 6. Long Term Disability Insurance: The School District shall contribute toward the full premium costs for the School District's group long-term disability insurance plan each year. The benefit will not exceed \$100.00 per employee annually.

ARTICLE VIII: LEAVES OF ABSENCE

SECTION 1. Sick Leave:

Subd. 1) Application: Sick leave with pay shall be allowed pursuant to the attached Earned Sick and Safe Time for Menahga School Employees.

Subd. 2) Amount of Sick Leave: All non-licensed employees who are scheduled for 9 months shall earn sick/disability leave at the rate of 9 days each year of service in the employ of the School District. Employees who are scheduled for 10 months shall earn 10 days of sick/disability leave. Leave days will be available to each paraprofessional on the first day of work of each school year.

Subd. 3) Accumulation: Accumulated days will be carried forward to the next contract year and newly earned days will be added to the days carried forward. Unused sick/disability leave days may accumulate to a maximum credit of 100 days per paraprofessional at the end of each contract year. An employee shall not accumulate sick leave while on a non-paid status, except when on a military leave.

Subd. 4) Medical Certificate: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to

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qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

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

Subd. 6) Approval: Sick leave pay shall be approved only upon the submission and approval through the authorized request process.

SECTION 2. Workers' Compensation: Pursuant to M.S. Ch. 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 3. Bereavement: Up to five (5) days of leave shall be allowed, the days to be deducted from sick leave, for death in the employee's immediate family. The specific amount of leave allowed is subject to the discretion of the Superintendent, depending on the circumstances. "Immediate family" is defined as the employee's spouse, child, parent, step-parent, brother, sister, foster child, guardian, grandparent, grandchild, aunt, uncle, niece, nephew, grandparent in-law, mother/father in-law, son/daughter in-law, or sister/brother in-law .

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 Superintendent in writing of the intention to take the leave at least three (3) calendar months, when possible, before commencement of the intended leave. The School District may adjust the proposed beginning or ending date of a child care leave request so that the dates of the leave will coincide with some natural break in school year, i.e., winter vacation, spring vacation, semester break, quarter break, end of the school year, or the like.

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:

- a) Grant any leave more than twelve (12) months in duration.
- b) 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 reemployed in a position for which he/she is qualified unless previously discharged or placed on unrequested leave of absence.

Subd. 6) Failure to Return: 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 mutually agree in writing to an extension in the leave.

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Subd. 7) Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits, except as otherwise provided for in this Agreement.

SECTION 5. Medical Leave:

Subd. 1) Eligibility: An employee who has completed the initial probationary period, who is unable to perform duties because of illness or injury, and who has exhausted all sick leave credit available, upon written request, may be granted a medical leave of absence without pay for up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2) Request: A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

SECTION 6. Family and Medical Leave (FMLA):

Subd. 1) Purpose: Pursuant to the Family and Medical Leave Act (FMLA), 29 U.S.C. § 1201 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per a twelve (12) - month period in connection with:

- a) the birth and first-year care of a child;
- b) the adoption or foster placement of a child;
- c) the serious health condition of an employee's spouse, child, or parent, and
- d) the employee's own serious health condition.

Subd. 2) Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible employee, during such leave, shall be eligible for regular School District group health and hospitalization insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per a twelve (12)-month period, notwithstanding any other provisions of this Agreement.

Subd. 3) Eligibility: To be eligible for the benefits of this section and insurance contributions, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve (12)-month period.

Subd. 4) Paid Leave Under Contract: While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2) above, are unpaid, nothing in this section shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave; i.e., sick leave or personal leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing in this section or any other provision of this Agreement shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

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Subd. 5) Notification: The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make an effort to schedule any treatment so as to minimize disruption of the work of the School District.

SECTION 7. Personal Leave:

Subd. 1) Use: Employees may be granted, at the School District's discretion, a leave of no more than three (3) days per year, accumulative up to four (4) days, for situations that arise requiring the employee's personal attention which cannot be attended to outside the normal work day and are not covered under any other provision of this Agreement. Deaths, funerals, court appearances, estate settlements, and weddings are examples of situations in which this leave may be granted.

Subd. 2) Reimbursement for Unused Personal Leave: At the end of the year, the employee shall be compensated for unused personal days at the rate of 50% of their daily pay per their assignment. Payable on the June 15th payroll. Payment shall be made for only full days as per assignment. No partial days shall be reimbursed.

Subd. 3) Requests: Request for personal leave must be submitted and approved by the administrator at least three calendar (3) days in advance. Requests made less than three calendar (3) days in advance may be approved at the discretion of the Superintendent.

Subd. 4) Employee Limitation: Not more than a total of four employees may be granted personal leave at one time with a priority given to two employees per building.

SECTION 8. Civil Service:

Subd. 1) 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. Any expense reimbursement will be retained by the employee.

Subd. 2) Election Judge: Election judge leave shall be granted per M.S.204B.195.

SECTION 9. Military Leave: Military leave shall be granted pursuant to applicable law.

SECTION 10. Unpaid Leave:

Subd. 1) Granting: Unpaid leaves may be granted by the School District at the sole and absolute discretion of the School District.

SECTION 11. Insurance Application: An employee on unpaid leave is eligible to continue to participate, as permitted by current law or regulations and/or policy limitations, in group insurance programs at his/her own expense. 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 Section 6. above. 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

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as provided in this Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

SECTION 12. Eligibility: Full leave benefits provided in this article shall apply only to school term employees employed on a regular basis and shall not apply to substitute or temporary employees.

ARTICLE IX: HOURS OF SERVICE AND DUTY YEAR

SECTION 1. Basic Work Week: The regular work week, exclusive of lunch, shall be prescribed by the School District.

SECTION 2. Basic Work Year: The regular 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 for time less than that of the regular employees.

SECTION 4. Shifts, Starting Time, and Breaks: All employees will be assigned starting times and shifts as determined by the School District. Employees shall be granted a fifteen (15) minute paid break during each three (3)-hour shift. In no case, shall an employee have more than two (2) breaks in any work day.

SECTION 5. Lunch Period: Full-time employees shall be provided an unpaid, duty-free lunch period of at least thirty (30) minutes. In the event that an employee is required to work during his/her lunch period or part thereof, he/she shall be paid at the appropriate hourly rate.

SECTION 6.-Emergency/Weather/E-Learning/Closing:

Subd. 1. Pursuant to Minnesota Statute 120.414, the School District will follow the language in each subdivision and annually publish e-learning expectations for all staff. This will include all groups, both certified and non-certified. When an e-learning day is called, all staff will receive full pay and benefits for the day. In the published expectations, ESP employees will be afforded opportunities to work from home where appropriate, be provided with online training, opportunities to work with students in a support role remotely, or as otherwise directed by the supervisors.

Subd. 2. E-Learning: Lack of Opportunity

If no work opportunity, no access to online training nor the opportunity to work with students is available, the employee will receive a full day of pay.

Subd. 3. School Cancellations

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In the event a support staff employee loses work hours due to a full day school cancellation, unrelated to e-learning, the employee can elect to utilize sick leave, personal leave, online training or take a day without pay.

Subd. 4. Late starts/Early outs

Staff will receive a full day of pay in the event of a late start or early dismissal due to weather conditions or an emergency.

SECTION 7. Staff Development:

Subd. 1. The School District will provide eight (8) hours of training, six (6) of which must be completed before the school year starts.

Subd. 2. The School District must allow an exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations or, if the employer does not conduct new employee orientations, at individual or group meetings. An exclusive representative shall receive no less than ten days' notice in advance of an orientation, except that shorter notice may be provided where there is an urgent need critical to the operations of the public employer that was not reasonably foreseeable. Notice of and attendance at new employee orientations and other meetings under this paragraph must be limited to the School District, the employees, the exclusive representative, and any vendor contracted to provide a service for purposes of the meeting. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the public employer and exclusive representative.

ARTICLE X: HOLIDAYS

SECTION 1. Paid Holidays: Regular school term employees shall be granted the following five (5) paid holidays: Labor Day, Thanksgiving Day, December 25, January 1, and Presidents' Day. If the regular work year extends beyond Memorial Day without a break in service, Memorial Day shall also be a paid holiday for the still-active employees.

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 above holidays and establish another holiday in lieu thereof.

SECTION 4. Application: In order to be eligible for holiday pay, an employee must have worked, or been on a paid leave, the day before the holiday.

SECTION 5. Eligibility: Holiday benefits as defined in this article shall apply only to employees employed on a regular basis and shall not apply to substitute or temporary employees.

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ARTICLE XI: 403(b) MATCH

Commencing July 1, 2025 The district shall make a match a contribution not to exceed ~~\$500.00~~ \$1,000 per year of employment as a paraprofessional. The district lifetime maximum contribution per employee would be ~~\$10,000~~ \$15,000.

Election: In order to receive a School District matching contribution, a paraprofessional must elect, on the appropriate form his/her 403(b) contribution and select the School District approved provider for his/her contribution. The paraprofessional's election shall not be subject to revocation or modification for the remainder of the school year. Once an eligible paraprofessional elects to participate in the 403(b) annuity matching program said election shall continue each subsequent year unless modified by the paraprofessional who must notify the School District and annuity carrier.

ARTICLE XII: PROBATION, SENIORITY, DISCIPLINE, AND DISCHARGE

SECTION 1. Probationary Period: An employee shall serve a probationary period of nine (9) calendar months 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. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

SECTION 2. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of nine (9) calendar months in any such new classification. During this nine (9)-month probationary period, if the School District determines that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

SECTION 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

SECTION 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and, upon acquiring seniority, the seniority date shall relate back to the first date continuous service in a position governed by this Agreement. The seniority list, on the date this Agreement is fully ratified, shall show the name and job title of all employees in the bargaining unit. The School District will keep the seniority list up to date and will provide the exclusive representative with an up-to-date copy when requested, in addition to posting the list on the employees' bulletin board on November 1st each year. When

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two (2) or more employees have the same seniority date, their position on the seniority list shall be determined by the following order of factors:

- a) Hire date according to official School Board minutes;
- b) Years of service to the District (as a regular employee and/or long-term sub of more than thirty (30) continuous working days.)

SECTION 5. Progressive Discipline: The School District shall have the right to impose discipline on its employees for just cause, and the School District reserves the right to implement any disciplinary action it deems to be appropriate.

- a) Oral reprimand;
- b) Written reprimand;
- c) Paid suspension;
- d) Suspension without pay;
- e) Discharge.

However, the School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge.

ARTICLE XIII: REDUCTION IN FORCE

SECTION 1. Seniority Definitions: The parties recognize the principle of seniority within classification in the application of this Agreement 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 twelve (12) months after the date of layoff. When the employee work force is increased after a layoff, employees will be recalled according to seniority in the reverse order of layoffs. Notice of recall shall be sent to employees at their last known address by registered or certified mail. If the employee fails to report for work within ten (10) days from the date of mailing of a notice of recall, he/she shall be considered as having resigned.

SECTION 2. Seniority: Both parties recognize that the most recent hired employee has the least seniority in the classification.

SECTION 3. Lay-Off Notice: Employees will receive two (2) weeks of notice before the layoff date becomes effective.

ARTICLE XIV: GRIEVANCE PROCEDURE

SECTION 1. Grievance Definitions: A “grievance” shall mean an allegation in writing by an employee or the exclusive representative 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 Agreement.

SECTION 2. Representative: The grievant, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in that party’s behalf.

SECTION 3. Definitions and Interpretations:

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

Subd. 2) Days: Any reference to “days” regarding time periods in this procedure shall refer to working days. A “working day” is defined as all week days not designated as holidays by state law.

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

Subd. 4) Filing and Postmark: The filing or service of any notice or document required by this 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 in writing, signed by the grievant and/or exclusive representative, to the School District’s designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) 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 thereof. 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 adjust an alleged grievance informally between the grievant and the School District’s designee.

SECTION 5. Adjustment of Grievance: The School District and the grievant/exclusive representative shall attempt to adjust all grievances which may arise during the course of employment of that employee in the following manner:

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 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 Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3) Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved.

SECTION 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the School Board or its representative(s) notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

SECTION 7. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant may appeal it to the next level.

SECTION 8. Arbitration Procedures: In the event that the grievant and the School Board 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 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 above.

Subd. 2) Prior Procedure Required: No grievance shall be considered by the arbitrator which 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 the PELRA, provided such request is made within twenty (20) days after 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

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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 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 de novo.

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

Subd. 6) Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator and any other expenses which 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 him/her 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 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 in this Article; 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number 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 District 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 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 Agreement, the employee/exclusive

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representative 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 Agreement or to enforce the award of an arbitrator.

ARTICLE XV: DURATION

SECTION 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution through June 30, 2027~~5~~, and thereafter as provided by the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than sixty (60) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) days prior to the expiration date of this Agreement.

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

SECTION 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual consent.

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

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

Dated: _____

Dated: _____

FOR THE SCHOOL DISTRICT:

The Exclusive Representatives:

SCHOOL BOARD CHAIR

EMM Paraprofessional Representative

SCHOOL BOARD CLERK

EMM Paraprofessional Representative

LEAD SCHOOL BOARD NEGOTIATOR

EMM Paraprofessional Representative

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Schedule A:

Step movement will be allowed for the 2025-2026 school year AND 2026-2027 school year.
Retro pay will be effective July 1, 2025.

SALARY SCHEDULE:

STEP	2023-2024	2024-2025
1	\$17.75	\$18.50
2	\$18.00	\$18.75
3	\$18.25	\$19.00
4	\$18.50	\$19.25
5	\$18.75	\$19.50
<u>STEP</u>	<u>2025-2026</u>	<u>2026-2027</u>
<u>1</u>	<u>\$18.75</u>	<u>\$19.00</u>
<u>2</u>	<u>\$19.00</u>	<u>\$19.25</u>
<u>3</u>	<u>\$19.25</u>	<u>\$19.50</u>
<u>4</u>	<u>\$19.50</u>	<u>\$19.75</u>
<u>5</u>	<u>\$19.75</u>	<u>\$20.00</u>
<u>6</u>	<u>\$20.00</u>	<u>\$20.25</u>

Longevity:

After consecutive years of completed service as a paraprofessional, the employee shall receive a non-cumulative hourly increase according to the following table:

Service Years	202 5 <u>3</u> -202 7 <u>5</u>
10	\$1.00
15	\$1.25
20	\$1.50
25	\$2.00
<u>30</u>	<u>\$3.00</u>

SCHEDULE ADDENDUM

This addendum refers to ARTICLE VI, Rates of Pay of the most current agreement between Independent School District 821 of Menahga, Minnesota and the Education Minnesota, Menahga Paraprofessionals as follows:

Health Paraprofessional Assignment:

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The current paraprofessional assigned to the elementary healthcare position will receive a \$1.00 per hour extra pay differential, above the maximum current year step, i.e. Step 5. Upon the current individual's retirement &/or resignation the extra pay differential will be mutually reviewed & bargained by the District and the Local.

Media Specialist Position:

A paraprofessional assigned to the Media Specialist position will receive a one (1) time \$1.00 per hour differential pay, and up to twenty (20) days to be used before and after the school calendar year.

LSCI MOU: to be added.

Commencing the 202?-202? school year.

Up to 4 people trained in LSCI will receive a stipend of \$300.00 semester 1 of the 2026-2027 school year and a stipend of \$300.00 semester 2 of the 2026-2027 school year.

Commencing the 2026-2027 school year.

Up to 4 people will be trained and receive a yearly 1 time stipend of \$200.00 to act as a substitute should a regular LSCI employee be absent.

Earned Sick and Safe Time for Menahga School Employees Notice and Procedures Menahga Public School District

Effective Jan. 1, 2024, Minnesota's Earned Sick and Safe Time (ESST) law will go into effect. Earned Safe and Sick Time is to be used for a variety of reasons, some of which overlap the current sick leave language. To view the reasons identified in [Minn. Stat. § 181.9447, subd. 1, click here.](#) ESST is to work in conjunction with your current sick leave bank. The ESST statute states that an employee will earn one hour of sick and safe time for every 30 hours worked with a maximum of 48 hours each year. For full-time employees, our current contract language for sick leave accrual exceeds the ESST requirements therefore we will continue to use our current model for accruing sick days. For part-time and on-call employees the new law will be followed. Effective January 1, 2024, you will have a new absence category in SMART ER (ESSTMNHRs) With that said, you may not notice the category until the January 30th payroll due to the timing of accrual.

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What this means as an employee of Menahga Public School District:

- ESST is not additional sick days, but rather allows you to use some of your sick days for reasons other than specified in the agreed upon contracted sick leave days.
- Unused sick ESST will carry over from year to year, until the 80-hour maximum accrual is reached. Once the maximum has been reached per year, remaining time in your sick leave bank is to be used for reasons listed in your contract. You can view your ESST and sick bank hours by logging into your SmartER (current system).
- An employee may designate one person annually, who is not a relative (friend, neighbor, etc.), in which to use ESST.

For more information:

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or dli.laborstandards@state.mn.us or visit the department's earned sick and safe time webpage at dli.mn.gov/sick-leave .