

**AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT NO. 108**

**THE CENTRAL PUBLIC SCHOOLS  
NORWOOD YOUNG AMERICA, MINNESOTA**

**AND**

**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION**

**JULY 1, 2022, THROUGH JUNE 30, 2024**

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## **AGREEMENT**

This agreement is made and entered into by and between Independent School District No. 108, Norwood Young America, Minnesota, hereinafter referred to as the School Board, and the Minnesota School Employees Association, hereinafter referred to as the union or exclusive representative.

### **ARTICLE I PURPOSE**

The purpose of this agreement is to encourage and increase orderly, constructive and harmonious relationships between the employer and its employees; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount rights of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth all terms and conditions of employment which have been agreed upon by the School Board and the union pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A.

### **ARTICLE II RECOGNITION AND DUES CHECK OFF**

#### **Section 1. Recognition:**

The School Board hereby recognizes the association as the exclusive representative for the purpose of negotiating terms and conditions of employment for all non-certified employees of Independent School District No. 108, Norwood Young America, Minnesota, except for confidential, custodians, and bus drivers, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14.

**Subd. 1.** Payroll Deductions. Pursuant to Minn. Stat. §179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction; and, for employees in the bargaining unit who have not requested to have Association dues deducted, the fair share fee in the amount certified in writing to the Employer by the Association.

**Subd. 2.** Remission of Withheld Funds. The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association following the end of each month.

**Subd. 3.** MSEA Lists. The Employer shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a 30-day period basis and shall be transmitted at the end of each month.

## **Section 2. School Board:**

The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School Board within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

## **Section 3. Employee Rights:**

Nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee or their 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 4. Request for Dues Check Off:**

Employees shall have the right to request and be allowed dues check off for the employee organization of their selection pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School Board will deduct from the employee's paycheck the dues that the employee has agreed to pay the employee organization.

## **Section 5. Subcontracting:**

The exclusive representative recognizes the right of the School District to subcontract any of the services performed by employees covered by this agreement. In the event the School District determines to subcontract any services performed by employees covered by this agreement, which results in the involuntary separation of an employee from the School District, the School District shall provide such an employee and the union not less than twenty (20) calendar days' notice prior to the effective date of the subcontracting. An employee affected by subcontracting must elect one of the following two options:

**Option One:** An employee may elect to accept layoff and recall rights subject to the provisions of this agreement; or

**Option Two.** An employee may elect to resign from the School District and in such case shall be eligible for the following:

- 50% payout for unused sick leave, regardless of age or years of service in lieu of any claim for severance pay as provided in Article IX, Section 6 hereof;
- Payment for any accrued and unused vacation and in addition, a one-half year's vacation accrual at the employee's accrual rate at the date of resignation;
- Three months of health and life insurance contributions as provided in this agreement for those employees who are currently enrolled in and participating in the School District's health and life insurance plans.

## **ARTICLE III HOURS OF SERVICE**

### **Section 1. Basic Day:**

The basic work day for employees shall vary based upon the needs of the School District as determined by the School District.

**Subd. 1.** If operational needs require an employee to work hours which are not consecutive, the employee shall receive an additional \$10.00 for each day. This excludes employees in the area of community education support staff.

**Subd. 2.** One 15-minute break will be allowed each four hours as part of the eight (8) hour day. All employees who work six (6) hours or more in a work shift shall be entitled to an unpaid thirty (30) minute duty free break.

### **Section 2. Overtime:**

All work over forty (40) hours per week shall be paid at the overtime rate of time and one-half (1½).

### **Section 3. Work Year:**

The basic work year for employees shall consist of all student contact days, two days during workshop week and one day of professional development during the school year.

### **Section 4. Shifts, Starting Time and Notice of Assignment:**

**Subd. 1. Shifts and Starting Time.** All employees will be assigned starting times and shifts as determined by the School District. The School District reserves the right to modify starting times and shifts as determined by the School District. The School District shall provide two weeks' notice, except in case of emergency.

**Subd. 2. Notice of Assignment.** Employees will be notified of their assignment, position, hours and shift assignment and pay level by August 15, or as soon thereafter as practicable, each school year.

### **Section 5. Eligibility for Benefits:**

Employees assigned to work in more than one classification shall be allowed to count all hours worked when computing eligibility for benefits.

### **Section 6. Emergency School Closing:**

In the event of a school closing because of inclement weather or other emergency, employees on duty at the time of the closing shall be compensated for a minimum of two hours. Employees required to work during the emergency shall be compensated for all hours worked. Other employees may, to the extent such time is accrued, use personal leave pursuant to Article VII, Section 5, without any other notice or limitations.

In the event there are more than 6 snow/cold weather days, additional days will be made up as student contact days, staff development days or staff workdays at the District's discretion. If the days are staff development or workdays, the district will strive to provide staff with as much time with the teacher directing their work as possible.

The district will make every attempt possible to assign those days in conjunction with already scheduled staff days. For example, adding them onto the end of the year or adding them to the beginning of the following year.

## **ARTICLE IV RATES OF PAY**

### **Section 1. Salary Adjustment – 2022-2024**

Effective July 1, 2022, each member of the bargaining unit, who was employed for not less than six months on July 1, 2022, by the School District, shall receive a 2.2% increase to their 2021-2022 base salary. Effective July 1, 2023, each member of the bargaining unit, who was employed for not less than six months on July 1, 2023, by the School District, shall receive a minimum of 2% increase to their 2023-2024 base salary. If the increase from the state of Minnesota to the basic formula is greater than 2% for 2023-24, the unit will receive a wage increase of the greater number. Individual employee wage rates for 2022-2023 are listed in Appendix A. Individual employee wage rates for 2023-2024 are listed in Appendix B.

**Section 2. Base Wage Increase:** Unit members whose base salary in 2021-22 is \$15.00 will have the following wage increases for the duration of the agreement:

July 1, 2022: \$15.25  
January 1, 2023: \$15.35  
July 1, 2023: \$15.45  
January 1, 2024: \$16.00

### **Section 3. Application:**

The School District may withhold a salary increase in individual cases where a demonstrable deficiency in performance of the employee occurs, provided the employee affected shall receive notice of such action to withhold a salary increase ninety (90) days prior to the otherwise effective date of increase.

### **Section 4. New Employees**

A new employee shall be placed in the salary range as agreed between the School District and the employee and shall be eligible for pay increases as provided in this agreement on the following July 1 if employed prior to January 1. An employee hired after January 1 shall not be eligible for any increases on July 1, but shall be eligible for increases on the following July 1. Thereafter, such a new employee shall be subject to all provisions of this Article. The per hour salary range for new employees are:

Level I (Paraeducators)	Will follow the schedule from section 2.
Level II (Office Staff)	\$17.37 for 2022-23
	\$17.72 for 2023-24

### **Section 5. Longevity Pay:**

After ten (10) years of employment	.35 longevity
After fifteen (15) years of employment	.60 longevity
After twenty (20) years of employment	.70 longevity
After twenty-five (25) years of employment	.85 longevity



After thirty (30) years of employment	.95 longevity
After thirty-five (35) years of employment	1.05 longevity
After forty (40) years of employment	1.15 longevity

### **Section 6. Work out of Class Pay**

An employee serving as a substitute for a worker for fifteen (15) days or more out of a 20-day work period shall receive that worker's rate of pay, retroactive to the first day of work, if the worker's rate of pay is higher than that of the substitute.

## **ARTICLE V GROUP INSURANCE**

### **Section 1. Health and Hospitalization Insurance:**

**Subd. 1. Eligibility.** Health and hospitalization insurance benefits shall be provided for all employees whose assignments require that they work at least an average of thirty (30) hours or more per week and at least nine months or more per year.

**Subd. 2. Individual Coverage.** Effective July 1, 2022, the School District shall contribute a sum not to exceed \$510 per month toward the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost for the premium shall be borne by the employee and paid by payroll deduction. Effective July 1, 2023, the School District shall contribute a sum not to exceed \$510 per month toward the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost for the premium shall be borne by the employee and paid by payroll deduction.

**Subd. 3. Family Coverage.** Effective July 1, 2022, the School District shall contribute a sum not to exceed \$1100 per month toward the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost for the premium shall be borne by the employee and paid by payroll deduction. Effective July 1, 2023, the School District shall contribute a sum not to exceed \$1100 per month toward the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost for the premium shall be borne by the employee and paid by payroll deduction.

**Subd. 4.** All eligible employees retiring from the School District, who are at least 55 years of age and have at least ten years of continuous service in the School District, shall have the option of remaining in the District's health and hospitalization insurance plan until the age of Medicare or the expiration of five years, whichever date occurs earlier, provided the employee pays the full premium.

## **Section 2. Long Term Disability:**

The School Board shall contribute the premium for long term disability insurance for all employees whose permanent assignment requires that they work at least an average of thirty (30) hours or more per week and at least nine months or more per year. Long term disability will be made available to all other employees at the employee's expense through payroll deduction providing that they work a minimum of 20 hours per week.

## **Section 3. Group Term Life Insurance:**

The School Board shall contribute the full premium cost for a \$50,000 group term life insurance policy for all employees whose work assignment requires that they work at least an average of thirty (30) hours or more per week and at least nine months or more per year.

## **Section 4. Dental Insurance:**

Employees will be allowed to participate in the District's Delta Dental Insurance plan at the employee's own expense.

# **ARTICLE VI VACATION AND HOLIDAYS**

## **Section 1. Eligibility:**

All employees who are regularly employed on a twelve (12) month basis and working a forty (40) hour week are eligible for vacation as outlined in Section 2. All employees hired before July 1, 1998, and who were regularly employed on an eleven (11) month basis and working at least an average thirty (30) hours per week are eligible for vacation as outlined in Section 2. (Effective July 1, 1999). Employees hired after July 1, 1998 and who are regularly employed on an eleven (11) month basis and working at least an average thirty (30) hours per week are eligible for vacation as outlined in Section 2 after two (2) years of service.

## **Section 2. Earned Vacations:**

**Subd. 1.** Eligible employees under these provisions shall accrue vacation as follows:

- |   |   |
|---|---|
| a) During the first year of service                   | two (2) weeks per annum<br>Maximum accrual of 160 hours   |
| b) After completing seven (7) years of service        | three (3) weeks per annum<br>Maximum accrual of 220 hours |
| c) After completing seventeen (17) years of service   | four (4) weeks per annum<br>Maximum accrual of 280 hours  |
| d) After completing twenty-five (25) years of service | five (5) weeks per annum<br>Maximum accrual of 340 hours  |

**Subd. 2.** Non-probationary employees who have not completed a complete year of service prior to the beginning of the fiscal year shall be eligible for prorated vacation benefits.

**Subd. 3.** All vacation requests must be submitted to the Superintendent one week prior to the vacation date.

### **Section 3. Holidays:**

**Subd. 1.** There shall be eleven (11) paid holidays for all eligible employees on an 11- or 12-month basis and a forty (40) hour week.

Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	President's Day
Christmas Eve Day	Good Friday
Memorial Day	

**Subd. 2.** There shall be **five (5)** paid Holidays for all eligible employees on a 9-month basis and a thirty (30) hour week **for the 2022-23 school year.** (Christmas Eve, Christmas Day, Thanksgiving Day, **New Year's Eve** and New Year's Day.)

**There shall be six (6) paid Holidays for all eligible employees on a 9-month basis and a thirty (30) hour week for the 2023-24 school year. (Christmas Eve, Christmas Day, Thanksgiving Day, the day after Thanksgiving, New Year's Eve and New Year's Day.)**

**Subd. 3.** If a holiday falls on a Saturday, Sunday or school day, another day, (normally Monday or Friday) in conjunction with the holiday will be selected by the district. Overtime pay shall be paid employees who are called upon to work on a holiday for a number of hours worked plus holiday pay.

**Subd. 4.** Less than full time employees, but more than nine (9) months basis and a thirty (30) hour work week shall receive **(7) seven** paid Holidays. (Christmas Eve Day, Christmas Day, **New Year's Eve**, New Year's Day, Memorial Day, Thanksgiving Day & the day after Thanksgiving.)

## **ARTICLE VII LEAVES OF ABSENCE**

### **Section 1. Sick Leave and Wellness:**

**Subd. 1. Sick Leave:** All employees shall earn sick leave at the rate of 1.25 days per month of service. For purposes of this section, an employee is credited with working a full month if he/she is scheduled for the majority of normal working days for her/his position.

**Subd. 2:** Unused sick leave days may accumulate to a maximum of one-hundred and twenty (120) days of sick leave per employee.

**Subd. 3: Wellness Incentive:** An employee who does not use sick leave during an academic semester (excluding bereavement and business leave) shall

receive a \$150.00 cash award for each semester, payable in June of each year (up to \$300 total).

## **Section 2. Family Illness Leave:**

**Subd. 1.** Sick leave may be used for family illness. A maximum of five (5) days annually will be allowed for this leave. Employees may take sick leave to care for sick family members in accordance with Minnesota State Statute 181.9413.

**Subd. 2.** Leaves granted under this section shall be deducted from the annual sick leave.

**Subd. 3.** Up to 12 weeks of unpaid leave may be granted to qualifying employees for the care of sick or injured family members consistent with the Federal Family and Medical Leave Act.

## **Section 3. Bereavement Leave:**

**Subd. 1.** Up to three days of leave, per occurrence, shall be allowed for a death in an employee's immediate family. "Immediate family" is defined as the employee's spouse, parent, child, sibling, grandparent or grandchild.

**Subd. 2.** Up to three days annually may be used in the case of death in the employee's close family. "Close family" is defined as the employee's parent-in-law, sibling-in-law, son or daughter-in-law, niece, nephew, and aunt or uncle. One of the three days may be used for the death of a close friend.

**Subd. 3.** Leaves granted under this section shall be deducted from sick leave.

## **Section 4. Business Leave:**

**Subd. 1.** One day business leave may be granted during any one school year for the purpose of conducting personal business which cannot be completed outside school duty hours. An employee planning to use a business day shall notify the Superintendent at least three (3) days in advance except in cases of emergency. At no time shall more than one (1) employee, per building, be granted business leave. A business leave is defined as attorney meeting, estate issues, home closing, graduate program advisor meeting, court appearance, State or Federal IRS audits and other days approved by the Superintendent that may qualify as defined at the discretion of the administration.

**Subd. 2.** Leaves granted under this section shall be deducted from sick leave.

**Subd. 3.** Employees must request all leaves from their immediate supervisor and fill out the appropriate forms which will then be sent to the Superintendent.

## **Section 5. Personal Leave:**

**Subd. 1.** Each employee shall be granted two (2) personal leave days per contract year with pay.

**Subd. 2.** One day of personal leave may be accumulated; the maximum personal leave days an employee may take in a school year is three.

**Subd. 3.** No more than two (2) elementary and two (2) high school employees may take a personal leave day on the same day except for an emergency.

**Subd. 4.** Request for a personal day must be made in writing to the Superintendent at least three days in advance of taking the day, unless there is an emergency.

**Subd. 5.** Any employee who does not use or accumulate their personal days shall be paid for an unused accumulated day at the employees' rate of pay effective June. 30. This payment will be made in July of the succeeding school year.

## **Section 6. Worker's Compensation:**

**Subd. 1. Payment.** Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers Compensation Act, the School Board 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 accumulated sick leave and/or vacation pay.

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

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

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

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

## **Section 7. Jury Duty Pay**

All employees shall be granted pay by the School Board the difference between their regular pay and jury duty pay if required to serve on jury duty.

## **Section 8. Child Care Leave:**

**Subd. 1.** The District shall grant a child care leave without pay or fringe benefits, except as provided by law, to any employee, regardless of marital status, who requests such a leave for the purpose of providing parental care to his or her natural born or adopted child or children.

**Subd. 2.** In the event of pregnancy, an employee may commence either a pregnancy leave without pay prior to the onset of disability occasioned by childbirth, or the employee may continue working until the onset of disability and thereafter commence a disability leave with pay.

- A. **Pregnancy leave:** If a pregnant employee chooses to commence a pregnancy leave, she shall first submit a written application to the employer at least six (6) weeks prior to beginning the leave. The application shall provide notice of the employee's expected delivery date determined by her attending physician. The pregnancy leave shall remain in effect from the date of commencement through the period of childbirth and recovery.
- B. **Disability leave:** If a pregnant employee chooses to continue working until the onset of disability occasioned by pregnancy and childbirth, she shall notify the District in writing at least six (6) weeks prior to the expected delivery date as determined by her attending physician. The employee may utilize her accumulated disability/sick leave through the period of pregnancy related disabilities, childbirth, and recovery.

**Subd. 3.** An employee may take a child care leave of up to twelve (12) months by notifying the employer in writing at least six (6) weeks prior to commencing the leave of the beginning date and length of the leave. The date of return from the leave shall be determined by mutual agreement between the employee and the employer. If the employee initiates a pregnancy leave or a disability leave, pursuant to Subd. 2 above, she may elect to notify the employer of her intent to take a child care leave at the time of notice of pregnancy leave or disability or anytime thereafter, but in no event later than four (4) weeks prior to the commencement of child care leave.

**Subd. 4.** Child care leave may be extended by mutual agreement between the employee and the District.

**Subd. 5.** Upon return from child care leave the employee shall be reinstated to his or her original position or to a position of similar status and conditions. The contract shall remain in effect, and the employee shall retain all seniority, salary, and benefit status, and other advantages, accrued prior to taking the leave. These provisions shall also apply to an employee returning from pregnancy leave or disability leave.

**Subd. 6.** An employee returning from child care leave shall be re-employed in a similar position which he or she is qualified unless previously discharged or placed on unrequested leave.

## **ARTICLE VIII**

## **MATCHING ANNUITY PROGRAM**

### **Section 1. Eligibility:**

The Matching Annuity Program will be implemented with the 2002-2003 school year subject to M.S. 356.24 and the Internal Revenue Code 26USC 403(b). Classified employees who are employed by the School District on a regular (not substitute) agreement are eligible to participate in the Matching Annuity Program.

### **Section 2. Match Deductions:**

The School District will match eligible annual contributions based on the completion of the following service credit with the District:

Effective July 1, 2022 – June 30, 2024:

0-1 years	No Match
2-8 Years	\$600.00 Match
9-14 years	\$650.00 per year
15-21 years	\$700.00 per year
22+ years	\$750.00 per year

The School District shall contribute annually an amount equal to the amount contributed by the employee. The amount contributed by the District shall not exceed the maximum amount outlined in this subdivision.

### **Section 3. Service Credit Determination**

The School District will use the service credit the employee has reached by Oct. 1<sup>st</sup> of each school year to determine the years of experience reached in the District.

### **Section 4. Deadline.**

By July 1 of each year, eligible employees shall declare their intent to participate in the Matching Annuity Program by submitting a signed Intent to Participate form to the School District Payroll Office. Responsibility for filing an Intent to participate form each year is solely the responsibility of the employee.

Failure to file an Intent to Participate form by July 1<sup>st</sup> shall exclude the employee from participation in the Matching Annuity Program during that school year. Employees newly eligible for the Matching Annuity Program shall receive a notice of eligibility from the School District prior to July 1<sup>st</sup> of the year of initial eligibility (employees not receiving the eligibility notice shall be permitted to submit their Intent to Participate form after July 1<sup>st</sup>). An Intent to Participate form must be signed and submitted only if the employee changes service credit levels or if the employee desires to change the amount of their contribution/match for some reason. Once received by the School District, the Intent to Participate forms are irrevocable for that school year and will continue for each subsequent school year unless modified by the employee by filing a new Intent to Participate Form by July 1<sup>st</sup> for the following year and also notifying their annuity carrier.

### **Section 5. Separation of Services**

Employees who, for whatever reason, leave the service of the School District prior to retirement shall retain ownership of School District contributions and personal contributions made on their behalf to the date of discontinuance of service. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

### **Section 6. Excess Employee Contributions**

Employees who participate in the Matching Annuity Program may contribute any dollar amount in excess of the maximum yearly School District contribution. IRS rules control the total maximum amount any employee may contribute to an Annuity Program.

### **Section 7. Approved Vendors**

The School District and the employee will direct their contributions to the same state-approved Matching Annuity company selected by the employee pursuant to M.S. 356.24 and the match matrix. The School District will match an employee's contribution dollar-for-dollar, up to the maximum yearly School District contribution provided for in the match matrix. One service provider must be selected as approved by the employee group.

### **Section 8. Investment Responsibilities**

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

Employees are not to construe the Plan or the School District contributions to the Plan or the opportunity of the employee to match such contributions as legal, tax, or investment issues relating to contributions in the Plan. The School District has neither reviewed nor approved any investment programs which the employee may obtain by way of contributions under the Matching Annuity Program. Upon participation in the Plan, the employee agrees to indemnify and hold harmless Independent School District No. 108 from any adverse investment experience arising from or connected with contributions to the Matching Annuity Program.

### **Section 9. Flexible Benefits Plan**

A flexible benefit plan, as authorized by Section 125, shall be available for voluntary participation.

## **ARTICLE IX CONTINUING EDUCATION**

### **Section 1. Opportunities for Continuing Education**

Paraprofessionals will be notified of opportunities for continuing education through workshops, seminars and course offerings. Attendance at such opportunities may be granted without loss of pay provided that the attendance is requested and approved in advance in writing by the Principal and Superintendent.

### **Section 2. Reimbursements**

Employees who attend such offerings or who attend events on their time (with prior approval or at the request of their supervisor) shall be reimbursed for the mileage and other reasonable costs as determined in advance by the supervisor and the Superintendent.



## **ARTICLE X**

### **SENIORITY/LAYOFF-RECALL/VACANCIES**

#### **Section 1. Seniority**

The School Board will recognize seniority rights as to order of layoff and recall.

**Subd. 1.** Prior to layoff or reduction in hours of any permanent bargaining unit employee, the District shall first release all temporary employees who are performing bargaining unit duties.

**Subd. 2. Layoff.** An employee whose position is being eliminated or reduced may displace the employee with the least continuous service within the same classification and comparable hours, or any less senior employee in a lower classification if the displaced employee has prior experience in that position. The School District will determine whether the employee has the necessary skills and abilities to meet the conditions of employment for that new position based on the position description and an interview of the displaced employee.

**Subd. 3. Temporary Employees.** The District shall not employ temporary employees for more than 60 calendar days if there is a qualified employee subject to recall as described in the following subdivision.

**Subd. 4. Recall.** Employees on layoff shall retain their recall for a period of one year. If any openings occur in the job classification of the laid off employee, they will be given the first opportunity for recall. If within ten calendar days of being recalled to a position of at least equivalent hours to that occupied prior to the layoff, the former employee does not elect to return to work, the employee shall lose their seniority rights and be taken off the recall list.

A. The District shall grant a six (6) month extension to the period of recall upon written request of an employee who has been laid off and not recalled during the initial twelve (12) month period. The written request must be received prior to the expiration of the twelve (12) month period.

#### **Section 2. Vacancies:**

**Subd. 1.** New positions or vacancies of more than 60 calendar days will be posted in the District buildings for a period of 5 days in the regular locations. Postings of vacancies occurring during the summer shall be posted in the District Office.

**Subd. 2.** An employee wishing to receive postings during the summer shall have the right to provide the District with self-addressed envelopes to be used in mailing the postings to the employee.

**Subd. 3.** District employees will be given first consideration for posted positions or vacancies or new positions, **including summer positions**. Consideration for hiring District employees for these vacancies or new positions will be based upon

the bidding employee's qualifications and the principle of seniority. Provisions of this subdivision are not subject to the grievance process.

**Subd. 4.** The final decision as to the employment of District employees for new positions or vacancies will remain with the School District.

**Subd. 5.** There will be no postings of new supervisory positions or vacancies in such positions; however, head jobs, lead jobs, and maintenance positions will be posted.

**Subd. 6.** The association chief steward will be furnished with a copy of all job postings and also notified as to who the successful applicant was.

## **ARTICLE XI PROBATION, DISMISSAL/RETIREMENT, RESIGNATION**

### **Section 1. Probationary Period**

An employee under the provisions of this Agreement shall serve a probationary period of nine (9) calendar months of 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 contract alleged to have been violated.

### **Section 2. Probationary Period; Change of Classification**

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to his/her 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 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 **revert** back to the first date of continuous service in a position governed by this agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by their employee number assigned by the district.

### **Section 5. Seniority List**

An updated seniority list will be posted in each building every year during the month of October. Employees shall have thirty (30) calendar days after the seniority list is posted

to notify the District that the employee disagrees with his/her seniority date, and requests adjustment of his/her placement.

## **Section 6. Retirement-Resignation**

**Subd. 1.** To be eligible for the provisions of this section, an employee must be at least 50 years of age and have more than 15 years of service in the School District.

**Subd. 2.** To be eligible for the provisions of this section, at least two (2) weeks' notice shall be required of an employee who resigns from the School District.

**Subd. 3.** An employee eligible for the provisions of this section shall receive:

- A. 50% of the employee's annual salary as severance pay if the employee has 20 years of service in the School District.
- B. 36% of the employee's annual salary as severance pay if the employee has 15 years of service in the School District.

Severance payments to an employee under the provisions of this Section shall be reduced by any amounts which have been contributed on behalf of the employee pursuant to Article VIII hereof. If the total contribution pursuant to Article VIII hereof exceeds the amount of severance pay, the employee will not receive any severance pay nor have any liability to the School District.

**Subd. 4.** If the employee dies after separation from the School District, but prior to the payment of any severance pay due hereunder, any remaining payments shall be paid to the employee's named beneficiary, if any, or otherwise to the employee's estate.

**Subd. 5.** Any employee hired after July 1, 1998, will not qualify for the benefits of this section. Such employee will have the opportunity to participate in the 403b plan as defined in Article VIII of this agreement.

## **ARTICLE XII GRIEVANCE PROCEDURE**

### **Section 1. Grievance Definition**

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the school district as to the interpretation of application of terms and conditions contained in the Agreement.

### **Section 2. Representative**

The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

### **Section 3. Definitions and Interpretation**

**Subd. 1. Extension.** Time limits specified in this Agreement may be extended by mutual agreement.

**Subd. 2. Days.** Reference to days regarding time periods in this procedure shall refer to 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 herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

### **Section 4. Time Limitation and Waiver**

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date of 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 hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the school district's designee.

### **Section 5. Adjustments of Grievance**

The school district and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

**Subd. 1. Level I.** If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

**Subd. 2. Level II.** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his designee shall set a time to meet regarding grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the superintendent or his 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 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or a representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision within 10 days.

#### **Section 6. School Board Review**

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten 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 a decision.

#### **Section 7. Denial of a Grievance**

Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal to the next level.

#### **Section 8. Arbitration Procedures**

In the event that the employee and the School Board are unable to resolve any grievance the grievance may be submitted to arbitration as defined herein:

**Subd. 1 Request.** A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten days following the decision in Level III of the grievance procedure.

**Subd. 2. Prior Procedure Required.** No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions unless mutually agreed by both parties.

**Subd. 3. Selection of Arbitrator.** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten 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 BMS (Bureau of Mediation Services) to submit a panel of seven arbitrators to the parties, pursuant to PELRA, provided such a request is made within twenty days after request for arbitration. Within ten 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. The request shall ask that the panel be submitted within ten days after the receipt of said request. The failure agrees upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. Submission of Grievance Information.**

- A. Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
  - 1. The issues involved.
  - 2. Statement of the facts.
  - 3. Position of the grievant.
  - 4. The written documents relating to Article XII, Section 5 of the grievance procedure.
- B. The School District shall make a similar submission of information relating to the grievance at the same time as provided in (a) above to the Union and the arbitrator.

**Subd. 5. Hearing.** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

**Subd. 6. Decision.** The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him 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. 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. 7. 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 shall be made of the hearing at the expense of the party requesting same. The parties shall share equally fees and

expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

**Subd. 8. Jurisdiction.** The arbitrator shall have the jurisdiction over dispute 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.

**Subd. 9. Election of Remedies and Waiver.** A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her 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 XIII MISCELLANEOUS**

### **Section 1. Physical Examinations**

Physicals, x-rays, Mantoux tests or any other examination required will be given at the expense of the School District.

### **Section 2. Travel**

**Subd. 1. Between School Travel.** Employees required to travel between Central Elementary School and Central High School shall be reimbursed at the rate of 25 cents per one-way trip.

Employees eligible to receive this reimbursement must make an application to the Superintendent for approval.

**Subd. 2. Other Travel.** Employees required to travel for school approved activities will be reimbursed for mileage at the current IRS maximum nontaxable

reimbursement amount. Employees eligible to receive this reimbursement must have prior approval from the Superintendent or his/her designee.

### **Section 3. Retroactivity**

It is agreed by the parties that only those members of the bargaining unit who were in the employ of the School District as of March 1, 2008, shall be eligible for retroactive pay. Any member of the bargaining unit who terminated employment with the School District prior to March 1, 2008, shall not be eligible for any retroactive pay.

## **ARTICLE XIV DURATION**

### **Section 1. Term and reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing on **July 1, 2022, through June 30, 2024**, and thereafter 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 the 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.

### **Section 2. Effect**

This agreement constitutes the full and complete agreement between the School Board 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.

### **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 thereof or the application of any provision under any circumstances is 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 signed this agreement:

FOR MINNESOTA SCHOOL  
EMPLOYEES ASSOCIATION

FOR INDEPENDENT SCHOOL  
DISTRICT NO. 108

\_\_\_\_\_  
Staff Representative

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A****2022-2023**

(Table below will show the ending wage for unit members at the base)

<b>Name</b>	<b>Level</b>	<b>2022-23 Base Rate</b>	<b>2022-23 Longevity Rate</b>	<b>2022-23 Total Rate</b>
S Alsleben	1	\$15.35		\$15.35
K Beadles-Dent	1	\$15.35		\$15.35
M Becker	1	\$19.00	\$0.70	\$19.70
K Cross	1	\$15.35		\$15.35
B Fliss	1	\$15.35		\$15.35
K Heckmann	2	\$23.08	\$0.85	\$23.93
S Johnson	1	\$15.35		\$15.35
H Meisinger	1	\$15.35		\$15.35
R Messner	1	\$20.34	\$0.95	\$21.29
A Nelson	2	\$17.37		\$17.37
M Nelson	1	\$15.35		\$15.35
M Ness	1	\$15.35		\$15.35
L Paumen	2	\$23.20	\$0.95	\$24.15
K Perlich	2	\$23.20	\$1.05	\$24.25
S Rager	1	\$15.35		\$15.35
C Schmidt	1	\$18.39	\$0.70	\$19.09
A Schulz	1	\$15.35		\$15.35
D Stacken	1	\$19.75	\$0.85	\$20.60
V Sund	1	\$16.97	\$0.70	\$17.67
L Willems	2	\$17.37		\$17.37

**Community Education Paraprofessional Staff**

<b>Name</b>	<b>Level</b>	<b>2022-23 Base Rate</b>	<b>2022-23 Longevity Rate</b>	<b>2022-23 Total Rate</b>
A Goetze	1	\$15.35		\$15.35
C Hoen	1	\$16.35	\$0.35	\$16.70
E Kling	1	\$15.35		\$15.35
C Sandeen	1	\$16.10		\$16.10
N Simon	1	\$15.35		\$15.35
M Stieve	1	\$15.35		\$15.35
M Twiest	1	\$15.35		\$15.35

## APPENDIX B

2023-24

(Table below will show the ending wage for unit members at the base)

<b>Name</b>	<b>Level</b>	<b>2023-24 Base Rate</b>	<b>2023-24 Longevity Rate</b>	<b>2023-24 Total Rate</b>
S Alsleben	1	\$16.00		\$16.00
K Beadles-Dent	1	\$16.00		\$16.00
M Becker	1	\$19.38	\$0.85	\$20.23
K Cross	1	\$16.00		\$16.00
B Fliss	1	\$16.00		\$16.00
K Heckmann	2	\$23.54	\$0.85	\$24.39
S Johnson	1	\$16.00		\$16.00
H Meisinger	1	\$16.00		\$16.00
R Messner	1	\$20.74	\$0.95	\$21.69
A Nelson	2	\$17.72		\$17.72
M Nelson	1	\$16.00		\$16.00
M Ness	1	\$16.00		\$16.00
L Paumen	2	\$23.66	\$0.95	\$24.61
K Perlich	2	\$23.66	\$1.05	\$24.71
S Rager	1	\$16.00		\$16.00
C Schmidt	1	\$18.75	\$0.70	\$19.45
A Schulz	1	\$16.00		\$16.00
D Stacken	1	\$20.14	\$0.85	\$20.99
V Sund	1	\$17.30	\$0.70	\$18.00
L Willems	2	\$17.72		\$17.72

### Community Education Paraprofessional Staff

<b>Name</b>	<b>Level</b>	<b>2023-24 Base Rate</b>	<b>2023-24 Longevity Rate</b>	<b>2023-24 Total Rate</b>
A Goetze	1	\$16.00		\$16.00
C Hoen	1	\$16.68	\$0.35	\$17.03
E Kling	1	\$16.00		\$16.00
C Sandeen	1	\$16.42		\$16.42
N Simon	1	\$16.00		\$16.00
M Stieve	1	\$16.00		\$16.00
M Twiest	1	\$16.00		\$16.00

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CENTRAL PUBLIC SCHOOLS**

**AND**

**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION**

WHEREAS Central Public Schools (District) and Minnesota School Employees Association (MSEA or Association) agree that the current collective bargaining agreement between the parties governs terms and conditions of employment; and

NOW THEREFORE, be it resolved; that for the 2022-24 contract the following language supplements the language in the collective bargaining agreement between the parties:

1. Bereavement leave will not be taken out of sick leave for the duration of this agreement.
2. Both parties agree this MOU does not constitute past practice and expires fully at the end of this contract.

\_\_\_\_\_  
Board Chair                      Date

\_\_\_\_\_  
MSEA Representative/Date

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CENTRAL PUBLIC SCHOOLS**

**AND**

**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION**

WHEREAS Central Public Schools (District) and Minnesota School Employees Association (MSEA or Association) agree that the current collective bargaining agreement between the parties governs terms and conditions of employment; and

NOW THEREFORE, be it resolved; that for the 2022-24 contract the following language supplements the language in the collective bargaining agreement between the parties:

1. All MSEA members will be allowed to convert one (1) sick leave day to a personal day in each of the contract years for a total of two (2) days converted over the duration of this agreement.
2. MSEA members who have more than fifty (50) accrued days of sick leave and have more than 20 years of service with the District can convert three (3) days of sick leave to personal leave for a total of six (6) days converted over the duration of this agreement.
3. Both parties agree this MOU does not constitute past practice and expires fully at the end of this contract.

\_\_\_\_\_  
Board Chair                      Date

\_\_\_\_\_  
MSEA Representative/Date