

# **STEWARTVILLE PUBLIC SCHOOLS**

**I  
S  
D  
534**

**AGREEMENT BETWEEN  
BOARD OF EDUCATION  
AND  
STEWARTVILLE EDUCATION SUPPORT PROFESSIONALS  
EFFECTIVE JULY 1ST, 2023 – JUNE 30TH, 2025**



ISD #534 - Stewartville Education Support Professionals

2023-2025 MASTER AGREEMENT

TABLE OF CONTENTS

<b><u>ARTICLE I PURPOSE</u></b> .....	3
<a href="#">Section 1. Parties</a>	
<b><u>ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE</u></b> .....	3
<a href="#">Section 1. Recognition</a>	
<a href="#">Section 2. Appropriate Unit</a>	
<b><u>ARTICLE III DEFINITIONS</u></b> .....	3
<a href="#">Section 1. Terms and Conditions of Employment</a>	
<a href="#">Section 2. Description of Appropriate Unit</a>	
<a href="#">Section 3. District or School District</a>	
<a href="#">Section 4. Other Terms</a>	
<a href="#">Section 5. Dates and Timelines</a>	
<b><u>ARTICLE IV SCHOOL DISTRICT RIGHTS</u></b> .....	4
<a href="#">Section 1. Inherent Managerial Rights</a>	
<a href="#">Section 2. Management Responsibilities</a>	
<a href="#">Section 3. Effect of Laws, Rules, and Regulations</a>	
<a href="#">Section 4. Reservation of Managerial Rights</a>	
<b><u>ARTICLE V EDUCATION SUPPORT PROFESSIONAL RIGHTS</u></b> .....	5
<a href="#">Section 1. Rights to Views</a>	
<a href="#">Section 2. Seniority</a>	
<a href="#">Section 3. Right to Join</a>	
<a href="#">Section 4. Request for Dues Check Off</a>	
<a href="#">Section 5. Personnel Files</a>	
<a href="#">Section 6. Discipline</a>	
<a href="#">Section 7. Probationary Period</a>	
<b><u>ARTICLE VI RATES OF PAY</u></b> .....	7
<a href="#">Section 1. Rate of Pay</a>	
<a href="#">Section 2. Employees Who Substitute for Teachers</a>	
<a href="#">Section 3. Longevity</a>	
<a href="#">Section 4. Mentor Stipend</a>	
<a href="#">Section 5. PCA or CPI Pay</a>	
<b><u>ARTICLE VII INSURANCE</u></b> .....	8
<a href="#">Section 1. School District Contribution</a>	
<a href="#">Section 2. Health/Hospitalization Insurance</a>	
<a href="#">Section 3. Life Insurance</a>	
<a href="#">Section 4. Claims Against the School District</a>	
<b><u>ARTICLE VIII DEFERRED COMPENSATION</u></b> .....	9
<a href="#">Section 1. Tax Sheltered Annuities</a>	
<b><u>ARTICLE IX LEAVES OF ABSENCE</u></b> .....	9
<a href="#">Section 1. PTO (Paid Time Off)</a>	
<a href="#">Section 2. Bereavement Leave</a>	

<a href="#">Section 3. Jury Duty Leave</a>	
<a href="#">Section 4. Maternity/Paternity Leave</a>	
<a href="#">Section 5. Workers' Compensation</a>	
<a href="#">Section 6. Military Leave</a>	
<a href="#">Section 7. Unpaid Leave</a>	
<a href="#">Section 8. Association Leave</a>	
<b><a href="#">ARTICLE X HOURS OF SERVICE</a></b>	<b>12</b>
<a href="#">Section 1. Basic Work Year</a>	
<a href="#">Section 2. Duties</a>	
<a href="#">Section 3. Holidays</a>	
<a href="#">Section 4. Emergency Days</a>	
<a href="#">Section 5. Inclement Weather</a>	
<a href="#">Section 6. Shifts and Starting Times</a>	
<a href="#">Section 7. Lunch Period and Breaks</a>	
<a href="#">Section 8. Probation</a>	
<a href="#">Section 9. Notification of Job Openings</a>	
<a href="#">Section 10. Notification of Assignment and Transfer</a>	
<b><a href="#">ARTICLE XI PERFORMANCE REVIEW</a></b>	<b>13</b>
<a href="#">Section 1. Performance Review</a>	
<b><a href="#">ARTICLE XII DISCHARGE OR DISMISSALS</a></b>	<b>14</b>
<a href="#">Section 1. Just Cause</a>	
<a href="#">Section 2. Written Notice</a>	
<a href="#">Section 3. Progressive Discipline</a>	
<b><a href="#">ARTICLE XIII GRIEVANCE PROCEDURE</a></b>	<b>14</b>
<a href="#">Section 1. Definitions</a>	
<a href="#">Section 2. Adjustment of Grievances</a>	
Level I	
Level II	
Level III	
Level IV	
Level V	
<a href="#">Section 3. No Reprisal</a>	
<a href="#">Section 4. Election of Remedies and Waiver</a>	
<b><a href="#">ARTICLE XIV POST RETIREMENT</a></b>	<b>18</b>
<a href="#">Section 1. Insurance Benefits After Retirement</a>	
<a href="#">Section 2. Retiree Rehire</a>	
<b><a href="#">ARTICLE XV PUBLIC OBLIGATION</a></b>	<b>19</b>
<a href="#">Section 1. Uninterrupted Operation</a>	
<a href="#">Section 2. No Strike</a>	
<b><a href="#">ARTICLE XVI DURATION</a></b>	<b>19</b>
<a href="#">Section 1. Term and Reopening Negotiations</a>	
<a href="#">Section 2. Effect</a>	
<a href="#">Section 3. Finality</a>	
<a href="#">Section 4. Severability</a>	
<b><a href="#">SIGNATURE PAGE</a></b>	<b>21</b>

**2023 - 2025**  
**Independent School District #534**  
**and**  
**Stewartville Education Support Professionals**  
**Master Agreement**

**ARTICLE I**  
**PURPOSE**

**Section 1 Parties:** This memorandum entered into between the School Board of Independent School District No. 534 of Stewartville, Minnesota, hereinafter referred to as the School Board, and the Education Minnesota - Stewartville Education Support Professionals - Local No. 8152, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide terms and conditions of employment.

**ARTICLE II**  
**RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1 Recognition:** In accordance with P.E.L.R.A., the School District recognizes the Education Minnesota – Stewartville Education Support Professionals, Local #8152 AFL-CIO, NEA, AFT as the Exclusive Representative for the Education Support Professionals employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

**Section 2 Appropriate Unit:** The Exclusive Representative shall represent all Education Support Professionals of the District contained in the appropriate unit as defined in Article III, Section 2, of this agreement and P.E.L.R.A., and in the certification by the Bureau of Mediation Services.

**ARTICLE III**  
**DEFINITIONS**

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

**Section 2 Description of Appropriate Unit:** For purposes of this Agreement, the word/term Education Minnesota – Stewartville Education Support Professionals - Local No. 8152 shall mean all persons in the appropriate unit employed by the School District.

**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 in PELRA Law of 1971 as amended, hereinafter referred to as PELRA.

**Section 5 Dates and Timelines:**

- A. A date in the Master Agreement shall not be changed by the fact that the date falls on a weekend or holiday unless there is language pertaining to the date providing for such a change.
- B. The number of days in any timeline in the Master Agreement shall not be changed by the fact that the timeline includes weekends and holidays unless there is language that states the number of days in the timeline shall not include weekends or a holiday.

## **ARTICLE IV SCHOOL DISTRICT RIGHTS**

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

**Section 2 Management Responsibilities:** The exclusive representatives recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations with its primary obligation to provide educational opportunity for the students of the School District.

**Section 3. Effect of Rules, Regulations, Directives, and Orders:** The exclusive representative recognizes that all employees shall perform the services prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to enforce rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the School District, all Education Support Professionals covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Department of Education, and valid rules, and regulations of State and

Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations and directives, or orders, shall be null and void without force and effect.

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

## **ARTICLE V**

### **EDUCATION SUPPORT PROFESSIONAL RIGHTS**

**Section 1     Rights to Views:** Pursuant to the PELRA, nothing contained in the Agreement shall be construed to limit, impair, or effect the right of the employee or their representative to the expression or communication of a view, 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     Seniority:**

- C. Subd. 1.** An employee's seniority date shall be the most recent date of Education Support Professional (ESP) employment in the School District provided by classification.
- D. Subd. 2.** Beginning July 1, 2023, newly hired employees working pursuant to a letter of the school board approval of employment as an ESP shall accrue seniority. Teachers On Call employees will not be included on the seniority list.
- E. Subd. 3.** If the seniority date of two or more employees is equal, then the employee with the most consecutive years of service in the School District is deemed to be senior. If consecutive years of service is equal, seniority will be determined by the date and time the offer letter of employment was signed by the employee and received by the District.
- F. Subd. 4.** In the event of layoff or reduction of workforce, employees shall be laid off according to seniority in the inverse order date. Teachers On Call employees will be terminated before District ESPs.
- G. Subd. 5.** A seniority list will be prepared by the school district by October 1st of each year. A copy will be furnished to the Exclusive Representative president(s), via email. Employees will have ten (10) working days from the posting to notify the superintendent, in writing, proof of any error in the list.
- H. Subd. 6.** Final List: Within 10 working days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the School District, which list, as revised, shall be binding on the School District and any Education Support Professional. Each year thereafter, the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Education Support Professionals shall acquire

seniority upon completion of their probationary period and, upon acquiring seniority, the date of seniority shall relate back to the first date of service. In the event of re-employment, seniority accrual shall begin as of the date of re-employment.

**Section 3 Right to Join:** Pursuant to PELRA, Education Support Professionals shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Education Support Professionals 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 Education Support Professionals.

**Section 4 Request for Dues Checkoff:** The exclusive representative shall have the right to request and be allowed dues checkoff for its members, provided that dues checkoff and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues checkoff pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, no later than September 1 of each year, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization from October 15 through May 31.

**Section 5 Personnel Files:**

- A. Subd. 1.** The Education Support Professional shall be notified upon the placement in the employee file of materials and/or information which reflects upon the employee professional performance.
- B. Subd. 2.** If an Education Support Professional wishes to review this District personnel file, a request shall be made, in writing, by the employee. The Education Support Professional shall have the right to reproduce any contents of the file at the member's expense and to submit for inclusion in the file written information in response to any material contained therein. The School District may destroy such files as provided by law.

**Section 6 Discipline:** Refer to District Policy 403.

**Section 7 Probationary Period:**

- A. Subd. 1.** Any entering employee shall fulfill a probationary period of twelve (12) months of calendar days from the first date of paid employment to the anniversary of that date to demonstrate satisfactory job performance.
- B. Subd. 2.** During such probationary period, the School District shall have the unqualified right to suspend, with or without pay, discharge or otherwise discipline such employee. During the probationary period, the employee does not have access to the grievance procedure in regard to suspension with or without pay, discharge, or other discipline. An employee who has completed the probationary period may be suspended without pay or discharged as outlined in Policy 403. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

## **ARTICLE VI RATES OF PAY**

### **Section 1     Rate of Pay:**

- A.** Subd. 1. The wages will be determined by the employee's base pay.
- B.** Subd. 2. For the 2023-24 school year, base pay will be determined by the employee's rate of pay at the end of the 2022-2023 school year. In the future, base pay will be the pay received the previous year.
- C.** Subd. 3.
  - a.** Salary advancement for non-Special Education support staff (ie., general education, Assurance of Mastery, ADSIS, Title I, Health Office Aides, and Media Center Aides) will be \$1.75 an hour increase for the 2023-2024 school year.
  - b.** For 2023-2024, Special Education support staff will continue to receive the hourly rate paid at the end of the 2022-2023 school year.
  - c.** For the 2024-2025 school year, salary advancement will be \$1.00 for all ESPs.
- D.** Subd. 4. Base pay for new employees, including Teachers On Call, will be \$15.50.
- E.** Subd. 5. Employees will be paid for working special events or circumstances, such as, but not limited to, book fair, medical emergencies, parent meetings, color run, jumping into the school year, etc.
- F.** Subd. 6. Employee paychecks will be issued on the 15th and the last day of each month. If the payday falls on a Saturday or Sunday, the direct deposits will be made on the previous Friday. If the payday falls on a holiday, the direct deposit will be made on the prior working day.

**Section 2     Employees Who Substitute for Teachers:** Education Support Professionals subbing for a teacher will receive the teacher substitute daily rate of pay.

### **Section 3     Longevity:**

- A. Schedule of Payment:** Longevity pay shall be paid according to the following schedule:
  - a.** 10 to 19 years: \$500
  - b.** 20 to 24 years: \$750
  - c.** 25+ years: \$1,000

**Section 4     Mentor Stipend:** A mentor stipend of \$100 per mentee will be available to employees who are selected by administration to be mentors to new staff, including the Teachers On Call employees. The mentor stipend will be paid at the end of the year.

**Section 5     PCA or CPI Pay:** Special Education Support Professionals working in classrooms will be paid \$1.25 per hour for meeting the following requirements and completing the following duties:

- A.** Completion of one or more of the following mandatory trainings as required
  - a.** Personal Care Assistant
  - b.** Crisis Prevention Intervention
  - c.** Augmented Device Training

- d. Sensory Regulation Training
- e. Data and Due Process Training
- f. Other training as deemed necessary by administration
- B. Completion of Third Party Billing and Certification as required
- C. On-time submission of PCA logs as required
- D. Completion of assigned duties and cares for students as required

## ARTICLE VII INSURANCE

**Section 1 School District Contribution:** The School District shall contribute up to the sums indicated per month toward the cost of the group insurance plans listed below for employees who qualify for, and are enrolled in, the two District insurance plans.

- A. The same contributions will be made for all full-time employees who work a minimum of 30 hours per week.
- B. To qualify for enrollment, the employee must be employed for at least 30 hours per week or more. Employees working a minimum of 30 hours per week shall be provided with insurance benefits on a pro rata basis.
- C. Any additional cost of the premiums shall be borne by the employee and paid by payroll deduction.
- D. These benefits are available only for the two group insurance plans stated below, effective January 1, 2024.

**Section 2 Health/Hospitalization Insurance:** The School District shall contribute up to \$700 per month for January 1, 2024 through June 30, 2024 and \$700 per month for July 1, 2024 through June 30, 2025 towards the premium for the employee and the employee's dependents for health and hospitalization insurance coverage under the School District's group plan.

Plan	2023-2024 School Year	2024-2025 School Year
Health/Hospitalization	\$700/mo.	\$700/mo.

**Section 3 Life Insurance:** The School District shall contribute up to \$12.38 per month towards the premium for a group term life insurance plan providing \$50,000 of coverage for the employee, payable to the employee's named beneficiary. Any employee taxes due based on IRS code will be deducted from the employee's paycheck. The school district's obligation to provide life insurance terminates on the effective date of the employee's separation of employment with the district.

**Section 4      Claims Against the School District:** The eligibility of the employee, or the employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

## **ARTICLE VIII**

### **DEFERRED COMPENSATION**

**Section 1      Tax Sheltered Annuities:** The employee is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 1238.02, Subd. 15 and School District policy, and as otherwise provided by law. Enrollment must be completed by July 1 to start the program for that year. The School District will match the employee contribution up to \$825 annually beginning in the employee's 3rd year of employment in the district. All matching deferred compensation payments will be subtracted from the severance payment at the time of retirement.

The school district annual match for deferred compensation will be available to all employees who work a minimum of 30 hours per week.

## **ARTICLE IX**

### **LEAVES OF ABSENCE**

#### **Section 1      PTO (Paid Time Off):**

##### **A. Subd. 1. Definitions:**

- a.** Paid Time Off is provided to the employee for the purpose of sick leave, personal leave, or other reasons.
- b.** Use of PTO will include illness, medical, or dental appointment of the employee and members of the employee's immediate family (spouse, domestic partner, mother, father, guardian, child, and the same in-laws, and employee siblings).
- c.** PTO days are interpreted as the length of the employee's regularly scheduled workday.
- d.** PTO requests shall be submitted via the online employee portal.
- e.** PTO shall be taken in 15-minute increments.

##### **B. Subd. 2. Earning Paid Time Off:**

- a.** An employee shall earn the following days of PTO:
  - i.** 1-5 years: 10 days
  - ii.** 6-15 years: 11 days
  - iii.** 16+ years: 12 days
- b.** Earned Sick and Safe Time (ESST) is included in the allocation of PTO. The annual allotment of time for PTO leave shall include the required allocation of ESST. The allocation of ESST is not in addition to the allotment of PTO.
- c.** ESST hours must be used before PTO hours can be used as sick leave.

- d. PTO hours will be the balance of the remaining hours after the ESST allocation.
  - e. ESST hours will be front-loaded on July 1 of each school year. All ESST hours must be exhausted before the employee will be allowed to access the Accrued Sick Leave. Unused ESST will be paid out at the end of the school year and will not be carried over to the next year.
    - i. Employees who work less than 6 hours a day will be allocated one hour of ESST for every 30 hours worked.
  - f. ESST and PTO shall be taken in 15-minute increments.
  - g. Unused PTO at the end of the school year will be carried over into the employee's Accrued Sick Leave.
  - h. The District reserves the managerial right to determine the number of ESST hours that will be allocated to the employee each year. Employees will be notified prior to July 1 of each year of the number of ESST hours that will be allocated to the employee. The annual allocation, usage, and accumulation of Earned Sick and Safe Time (ESST) shall be based on and will fulfill the requirements of MN Statute 181.9445, 181.9446, 181.9447, and 181.9448.
  - i. Allocated PTO will be forfeited by the employee upon resignation, termination, or discharge.
- C. Subd. 3. Use of PTO and Accrued Sick Leave:**
- a. After the full annual allocation of ESST hours have been used in a single school year, the employee may utilize their Accrued Sick Leave for any remaining medical leave in that same school year.
  - b. Employees will accumulate up to 120 days of Accrued Sick Leave.
  - c. During the school year, scheduled or planned PTO may be taken after the first two (2) weeks of the start of the school year and prior to the last two (2) weeks through the last day of the school year. Outside of the school year, scheduled or planned PTO is not permitted during the Back-to-School workshop. The use of planned PTO during restricted periods of the year may be waived at the discretion of the direct supervisor.
  - d. For planned PTO, the employee shall request the use of PTO a minimum of one week in advance. Approval must be obtained from the direct supervisor.
  - e. An employee may take up to five (5) days of PTO consecutively. A request of five (5) consecutive days of PTO must be submitted two (2) weeks in advance of the leave and may only happen once in a three-month period as noted below. Approval must be obtained from the direct supervisor.
    - i. September - November
    - ii. December - February
    - iii. March - June
  - f. Employees must use the annual allocation of PTO prior to being allowed to take an unpaid day.
  - g. As of the final work day of the school year, PTO that remains unused shall be transferred to the employee's Accrued Sick Leave and shall only be used for sick leave purposes that cannot be covered with the current year's PTO accrual.
  - h. In the event an employee resigns or is terminated during the school year and has used more than the proportionate share of PTO than had been earned according to the work year, such unearned PTO pay shall be deducted from the last paycheck the employee receives.

- i. The School District may require an employee to furnish a medical certificate from a qualified physician indicating that the absence was due to illness. The employee also qualifies for sick childcare leave. Sick childcare leave may be used on the same terms that the employee is able to use PTO and accrued sick leave benefits for his/her own illness. For the purpose of sick childcare leave, a child/grandchild is defined as an individual under 18 years of age or an individual less than 20 years of age who is still attending secondary school. The school board may require that a medical certificate from a qualified physician be submitted indicating that the employee's absence was due to the illness of the child/grandchild.
- j. Employees may use their employer-provided PTO and accrued sick leave, up to 160 hours in a 12-month period, for an illness or medical emergency to the employee's adult child, grandchild, spouse, domestic partner, sibling, parent, grandparent or stepparent.
- k. After the annual allocation of ESST has been exhausted, illness or medical emergency in the immediate family i.e. aunt, uncle, niece, nephew, first cousin, and the same in-laws may be treated as PTO and accrued sick leave up to a limit of five days per school year.

**Section 2 Bereavement Leave:** Bereavement leave may be granted at full pay up to a total of five days per incident for the death(s) of a spouse, domestic partner, child, or parent/guardian, grandchild, grandparent, sister, brother and the same in-laws. Bereavement leave may be granted at full pay up to one day for the death(s) of an aunt, uncle, niece, nephew, first cousin and the same in-laws. PTO shall be used for attending funerals of friends or other relatives not listed above. Employees who have exhausted their PTO may take unpaid leave with the approval of the building supervisor.

**Section 3 Jury Duty Leave:** If the employee is absent because of jury service, the employee will provide a copy of the payment received for jury duty to the district. The district will deduct the amount of jury duty paid to the employee from the employee's paycheck, with the exception of any reimbursement for mileage and expenses.

**Section 4 Maternity/Paternity Leave:** Maternity/Paternity leave, without pay is available, however, the employee will have the option of being paid if they elect to use accrued sick time and PTO.

**Section 5 Worker's Compensation:** Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave pay and receive full salary from the School District, with the employee's 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 the employee's accrued sick leave.

**Section 6      Military Leave:** Military leave shall be granted pursuant to M.S. 192 and other applicable law.

**Section 7      Unpaid Leave:** Unpaid leave may or may not be granted upon the prior approval of the building supervisor. An employee may request unpaid leave only after all PTO has been exhausted.

**Section 8      Association Leave:** The School District may afford reasonable time off without pay to elected officers or appointed representatives of the Exclusive Representative to conduct the duties of the Exclusive Representative and may, upon request, provide unpaid leaves of absence to elected officials of the Exclusive Representative.

## **ARTICLE X HOURS OF SERVICE**

**Section 1      Basic Work Year:**

- A. Subd. 1. The employee's work schedule will be determined by the Superintendent or designee, taking the requirements of the position into consideration. Health Aides are eligible to work up to 185 days per year.
- B. Subd. 2. Hours worked in excess of 40 hours per week will be paid at time and a half times the employee's hourly rate.

**Section 2      Duties:** The employee shall perform the duties outlined in their job description. All new K-12 ESP employees who are assigned to work under Title I and who do not have a 2 or 4 year degree or haven't scored a 460 on the Para Pro Test, will be required to take and pass the Para Pro test as part of the hiring process. The test must be taken within the first 90 calendar days and passed before the start of second semester in January. Health Aides will be PCA or CNA Certified.

**Section 3      Holidays:** The following holidays shall be considered paid holidays Thanksgiving Day, Christmas Day, and New Year's Day. Payment on holidays will be prorated according to the number of hours worked on a regularly scheduled day.

**Section 4      Emergency Days:** On emergency days, ESPs will be required to report to work. In the event that work is not available, the ESP will be paid for their regularly scheduled hours. An ESP may have the option of using PTO or to request unpaid time without pay.

**Section 5      Inclement Weather:**

- A. Subd. 1. All Day District Closure: In the event of weather-related unscheduled closing which causes the cancellation of classes, the ESP may be required to report to work or work from home. In the event that work is not available, ESPs will be compensated at their normal daily rate.
- B. Subd. 2. Early Release: ESPs will remain at work until their duties are completed and they are released by their building administrator. ESPs will then be compensated for up

to, but not exceed the total hours of their full contracted day. ESPs who provide assistance for transportation will be required to complete their duties as assigned.

- C. Subd. 3. Late Start: ESPs are expected to report to work no later than 30 minutes prior to the start of the student day. ESPs may be required to report to work earlier than 30 minutes prior to the start of the student day at the direction of their direct supervisor. ESPs will be compensated up to, but not exceed, the total hours of the full contracted day. ESPs who provide assistance for special transportation will be required to complete their duties as assigned.

**Section 6      Shifts and Starting Times:** All employees will be assigned starting times and shifts as determined by their direct supervisor. However, from time to time during the work year, these times may be changed at the discretion of the direct supervisor.

**Section 7      Lunch Period and Breaks:**

- A. Subd. 1. Regular employees shall be provided with an unpaid lunch period of at least thirty (30) minutes and scheduled as determined by the direct supervisor.
- B. Subd. 2. Regular employees shall be granted a fifteen (15) minute break per each four (4) consecutive hour shift.
- C. Subd. 3. Breaks and lunch shall be scheduled by the direct supervisor.

**Section 8      Probation:** Newly hired employees shall be subject to a probationary period of twelve (12) working months of calendar days from the first date of paid employment to the anniversary of that date to demonstrate satisfactory job performance.

**Section 9      Notification of Job Openings:** When a new position or position vacancy occurs within the unit, the position opening shall be posted to all staff. Qualified employees in this unit shall have the opportunity to apply during the posting period.

**Section 10      Notification of Assignment and Transfer:**

- A. Subd. 1. Any employee whose current assignment is being changed or discontinued the following school year will be notified by May 15, if known by the District.
- B. Subd. 2. Any employee choosing not to return is expected to give a minimum of two weeks notice to the District.

## **ARTICLE XI PERFORMANCE REVIEW**

**Section 1      Performance Review:** Performance reviews will occur at least once a year for all Education Support Professionals and more often for employees needing improvement plans. An administrator will complete a performance review at any time during the year. Newly hired employees will be evaluated before they reach the end of their probationary period. The purpose of the evaluation is to guide Education Support Professional employees in work performance by providing feedback for strengths in their job performance and areas of job performance needing improvement.

- A. Subd. 1. Employee performance reviews will align with the job description for the category assigned. The job description will identify the necessary capabilities and regular activities that the employee performs in his/her assignment. Reasonable accommodations will be provided when appropriate.
- B. Subd. 2. The performance review will be discussed and reviewed with the employee. A digital or printed copy of the performance review will be provided to the employee and placed in the employee's personnel file.
- C. Subd. 3. Education Support Professionals with a job performance rating that shows needing improvement will be placed on an Improvement Plan. The plan will indicate where deficiencies exist and, if possible, recommend staff development activities that could improve knowledge and performance in the indicated area. A timeline for improvement will also be included in the plan. Any costs required to complete the Improvement Plan will be covered by the District.
- D. Subd. 4. Education Support Professionals not making sufficient improvement as outlined in the plan during the time indicated in the improvement plan may have the improvement plan extended another year or can be recommended for termination as outlined in Article XII of this master agreement and District Policy 403.
- E. Subd. 5. The district reserves the right to discipline through verbal reprimand, written reprimand, leave without pay, or termination for any reason outlined in Article XII of this agreement and outlined in District Policy 403. When possible progressive discipline will be implemented. In cases deemed by the school district to be extreme in nature, the evaluation and improvement plan process will be bypassed and the district will seek more advanced discipline or immediate discharge/termination.

## **ARTICLE XII DISCHARGE OR DISMISSALS**

**Section 1** Employees who have completed their probationary period may be dismissed only for just cause.

**Section 2** Any employee who has completed the probationary period and is being discharged from employment for just cause as determined by the School Board shall be given written notice of discharge, which shall state the cause for dismissal.

**Section 3** Progressive discipline procedures are covered in School District Policy 403.

## **ARTICLE XIII GRIEVANCE PROCEDURE**

### **Section 1 Definitions:**

- A. Subd. 1 Grievance: "Grievance" shall mean a written allegation by an employee(s) 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.

- B. Subd. 2. Grievant(s): The word “grievant(s)” shall mean an individual employee, a group of employees, or the exclusive representative who/that files a grievance as defined in Subd. 1. Above.
- C. Subd. 3. Days: “Days” mean contracted days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Laws.
- D. Subd. 4. Service: “Service” means personal service, electronic mail, or by certified mail.
- E. Subd. 5. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served, sent by email, or if it bears the certified postmark of the United States Postal Service within the time period specified.
- F. Subd. 6. Computation of Time: In computing any period of time prescribed or allowed by the procedure herein, the date of the act, event or default for which the designed period of time begins shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which the event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- G. Subd. 7. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is served in writing as specified herein within twenty (20) days after the date 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 period hereafter provided shall constitute a waiver of the grievance. Time limits specified in this Agreement may be extended by mutual agreement.
- H. Subd. 8. Denial of Grievance: Failure by the school board or its designee pursuant to the grievance procedure is to issue a decision within the time periods provided herein, shall constitute a denial of the grievance and the grievant may appeal the denial to the next level as herein provided.

**Section 2     Adjustment of Grievances:** The school district and the employee and/or exclusive representative shall attempt to resolve all grievances which may arise during the course of employment through informal discussion with the school district’s designee.

- A. Level I: If the grievance is not resolved through informal discussions, 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.
- B. Level II: In the event the grievance is not resolved at level I, the decision rendered may be appealed to the superintendent, provided such appeal is made in writing within five (5) working days after receipt of the decision in Level I. If the grievance is properly appealed to the superintendent, the superintendent or the superintendent’s designee shall set a time to meet regarding the grievance with fifteen (15) working days after receipt of the appeal. Within ten (10) working days after meeting, the superintendent or the superintendent’s designee shall issue a decision in writing to the parties involved.
- C. Level III: In the event the grievance is not resolved at Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing within five (5) working days after receipt of the decision in Level II. If the grievance is properly appealed to the school board, the school board or school board’s designee shall set a time to hear the grievance within fifteen (15) working days after the receipt of the appeal.

Within fifteen (15) days after the meeting, the Board shall issue its answer in writing to the parties involved. At the option of the school board, a committee or representatives of the school board may be designated by the school board to hear the appeal at this level and report findings and recommendations to the school board. The school board shall then render its decision.

- D. Level IV - Grievance Mediation:** In the event that the grievant(s) and the School District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.
- a.** Subd. 1. Request: A request to submit a grievance to mediation must be made in writing, signed by the grievant(s) or the School District or their representative, and delivered to the designee of the other party. The other party shall respond within five (5) working days to accept or deny the submission of a grievance to mediation. Failure to request mediation within the time periods provided herein shall constitute a waiver of the grievance.
  - b.** Subd. 2. Selection of Mediator: A joint request for mediation shall be submitted to the Commissioner to assign a mediator.
  - c.** Subd. 3. Mediation: The assigned mediator shall schedule one (1) or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures regarding Grievance Mediation. The mediator does not have authority to order discovery.
  - d.** Subd. 4. Costs of Mediation: The costs of mediation shall be borne equally by both parties. Each party shall bear its own costs related to representation during the mediation process.
  - e.** Subd. 5. Recommendation: The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.
- E. Level V - Arbitration Procedures:** In the event that the grievant(s) and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this article.
- a.** Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the grievant(s), and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level IV above.
  - b.** 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.
  - c.** Subd. 3. Selection of Arbitrator: Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA. 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.
  - d.** Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose, and the

parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such hearings are during school hours, all persons who are required to participate shall be excused with pay for that purpose and that time shall not be deducted from the employee's personal leave. School hours are defined herein as the hours during which the employee is assigned to duty.

- e. Subd. 5. Decision: 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 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.
- f. 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, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.
- g. 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 contained in this 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 Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**Section 3** No reprisals of any kind shall be taken by the Board or the School Administration against any employee because of their participation in this grievance procedure.

**Section 4 Election of Remedies and Waiver:** An individual 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 shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this agreement or to enforce the award of an arbitrator or to enforce rights under PELRA.

## **ARTICLE XIV POST RETIREMENT**

### **Section 1 Insurance Benefits After Retirement:**

- A.** Subd. 1. For those employees that have been employed by the district for fifteen (15) consecutive years, twenty (20) if hired after 6/30/11 and before 07/01/2019 and have reached the age of 55 and retire, The District shall make deposits into a retiree HRA based on the annual fixed dollar value of the group health insurance premiums the employee was entitled on the day of the employee's retirement. The District's deposits shall commence the month before the retiree is responsible for insurance premiums and continue annually until the lessor of five years or the month the retiree becomes Medicare eligible. (The annual deposit in the year of Medicare eligibility may be based on less than 12 months.)
- If the retired employee dies before age 65, the District shall continue coverage on the living spouse to the age of 65 or remarriage, but may substitute single coverage for family coverage if there are no other dependents.
- If upon retirement, the employee is deemed to be uninsurable by the District's insurance carrier, then the District shall make a contribution to an insurance carrier of the employee's choice, as determined in the schedule listed above.
- B.** Employees hired after 7/1/2019, will receive \$50/month into a Post-Retirement Health Reimbursement Arrangement (HRA) which will be held in escrow until the employee has been employed fifteen consecutive years in the District and reaches the age of 50. If the employee leaves the District before attaining 15 consecutive years of employment or before reaching the age of 50, the funds will be returned to the District. They may participate in the school district's health insurance plan at their own expense.

### **Section 2 Retiree Rehire:** Retired employees may be rehired with the following modifications to the employees Contract.

- A.** Subd. 1. Positions shall be limited to one year and shall be probationary, with the school district being able to renew this position on an annual basis.
- B.** Subd. 2. The pay for a retiree/rehire position will be the rate of pay the employee was receiving at the time of retirement.

- C. Subd. 3. The retired employee will not be eligible for any retirement/severance benefits including participation in the 403b plan.
- D. Subd. 4. The retired employee will be allocated PTO as a first year employee.
- E. Subd. 5. The retired employee will qualify for Health/Life Insurance if eligible at the employee's expense.

## **ARTICLE XV PUBLIC OBLIGATION**

**Section 1     Uninterrupted Operation:** The parties mutually recognize that they have an obligation to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

**Section 2     No Strike:** The Exclusive Representative agrees, therefore, that during the term of this contract neither the Exclusive Representative nor any individual employee shall engage in any unlawful strike as defined by P.E.L.R.A.

## **ARTICLE XVI DURATION**

**Section 1     Term and Reopening Negotiations:** The Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025 and thereafter until modifications are made. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of the Agreement.

**Section 2     Effect:** This Agreement constitutes the full force and complete Agreement between the School District and the Exclusive Representative representing the employees. The provision herein relating to terms and conditions of employment supersede any and all prior Agreements, resolution, practices, School District policies, rules or regulations concerning terms, and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or permit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any terms of this Agreement.

**Section 3     Finality:** Pursuant to M.S.179A.20, Subd 3., Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

**Section 4      Severability:** The provisions of this Education Minnesota Stewartville – Education Support Professionals - Local No. 8152 Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

**2023 – 2025**  
**MASTER AGREEMENT BETWEEN**  
**STEWARTVILLE EDUCATION SUPPORT PROFESSIONALS**  
**AND BOARD OF EDUCATION**

IN WITNESS THEREOF, the parties hereto cause this Contract to be signed by their respective representatives, testify their respective chief negotiators and their signatures to be placed hereon, all in the day and year first above written.

**EXCLUSIVE REPRESENTATIVE**  
Stewartville Support Professionals

  
PRESIDENT

  
SECRETARY

2/26/2024  
DATE

**BOARD OF EDUCATION**  
Independent School District #534

  
SUPERINTENDENT

  
SCHOOL BOARD CHAIR

2/26/2024  
DATE

*s/ Jill Zumbach, Angela Kime, Belinda Selfors, Nichol Ramaker*