

AGREEMENT  
BETWEEN  
INDEPENDENT SCHOOL DISTRICT #2889  
LAKE PARK/AUDUBON  
AND  
MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

July 1, 2023 through June 30, 2025

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**ARTICLE I**  
**PURPOSE OF AGREEMENT**

**SECTION 1. PARTIES:** This Agreement is entered into between Independent School District #2889, Lake Park, Minnesota, hereinafter referred to as "School District" or "District," and the Minnesota School Employees Association, hereinafter referred to as "Exclusive Representative" or "MSEA," pursuant to and in compliance with the Public Employment Labor Relations Act (Minnesota Statutes Chapter 179A, as amended), hereinafter referred to as "PELRA," to provide the terms and conditions of employment for clerical/administration/technical, paraprofessionals, food service, and custodial/maintenance employees during the duration of this Agreement. Those employees to be excluded from this group are supervisory, confidential, and all other employees.

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

**SECTION 1. RECOGNITION:** In accordance with the PELRA, the School District recognizes MSEA as the Exclusive Representative for clerical/administrative/technical, paraprofessional, food service, and custodial/maintenance employees employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

**SECTION 2. APPROPRIATE UNIT:** The Exclusive Representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and PELRA and in certification by the Commissioner of the Bureau of Mediation Services.

**ARTICLE III**  
**DEFINITIONS**

**SECTION 1. TERMS AND CONDITIONS:** For purposes of this Agreement, the terms "clerical/administrative/technical, paraprofessionals, food service, and custodial/maintenance employees" shall mean all persons in the appropriate unit employed by the School District in such classifications, excluding the following: confidential employees, supervisory employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35% of the normal work week in the employee's bargaining unit, and those District employees who hold positions of temporary or seasonal character for a period not in excess of 67 working days in any calendar year in accordance with Minnesota Statutes Chapter 179A.

**SECTION 2. DESCRIPTION OF APPROPRIATE UNIT:** For purposes of this Agreement, the terms "clerical/administrative/technical, paraprofessionals, food service, and custodial/maintenance employees" shall mean all persons in the appropriate unit employed by the School District in such classifications, excluding the following: confidential employees, supervisory employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35% of the normal work week in the employee's bargaining unit, and those District employees who hold positions of temporary or seasonal character for a period not in excess of 67 working days in any calendar year in accordance with Minnesota Statutes Chapter 179A.

**SECTION 3. SCHOOL DISTRICT:** For purposes of administering this Agreement, the term "School District" or "District" shall mean the School Board or its designated representative.

**SECTION 4. OTHER TERMS:** Terms not defined in this Agreement shall have those meanings as defined by PELRA.

#### **ARTICLE IV** **SCHOOL DISTRICT RIGHTS**

**SECTION 1. INHERENT MANAGERIAL RIGHTS:** The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

**SECTION 2. MANAGEMENT RESPONSIBILITIES:** The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school system.

**SECTION 3. EFFECT OF LAWS, RULES AND REGULATIONS:** The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota and by legal School District rules, regulations, directives, and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

**SECTION 4. RESERVATION OF MANAGERIAL RIGHTS:** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

#### **ARTICLE V** **EMPLOYEE RIGHTS**

**SECTION 1. RIGHT TO VIEWS:** Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or the employee's representative to express or communicate a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as this

is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

**SECTION 2. RIGHT TO JOIN:** Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit.

**SECTION 3. PAYROLL DEDUCTIONS:** Pursuant to Minn. Stat. §179A.06, the District will deduct from the regular payroll MSEA dues for those employees in the bargaining unit who are members of MSEA and who have requested in writing to have their regular MSEA dues paid by payroll deduction.

**SECTION 4. REMISSION OF FUNDS WITHHELD:** The aggregate of funds deducted and withheld shall be remitted by the District together with an itemized statement to MSEA no later than ten (10) business days following the end of each payroll period.

**SECTION 5. MSEA LISTS:** The District shall report to MSEA the information on all employees including hiring, termination, or changes from full-time to part-time status. The report shall be made on a monthly payroll period basis and shall be transmitted no later than ten (10) business days following the end of each payroll period.

**SECTION 6. ACCESS TO FINANCIAL INFORMATION:** The School District shall provide, on a written request of the Exclusive Representative, access to District financial information, budgets, and such other information necessary to the performance of the duties of the Exclusive Representative in accordance with Minnesota law.

**SECTION 7. ACCESS TO DISTRICT FACILITIES FOR ASSOCIATION BUSINESS:** The Exclusive Representative and its members shall have access to District facilities for the purpose of conducting MSEA business without charges in accordance with District policies and practices for building usage, with advance notice to the Superintendent, and provided such use will not create additional call in or overtime costs for the District, or interfere with scheduled District activities.

**SECTION 8. PERSONNEL FILES:** Employees in the unit, upon written request, have the right to review the contents of their personnel files and evaluations. Employees in the unit shall have the right to reproduce any of the contents of their file during business hours and in accordance with law. Employees in the unit shall have the right to submit for inclusion in their own file written information in response to any material in the file, and such information shall become part of the file.



## **ARTICLE VI** **RATES OF PAY**

### **SECTION 1. RATES OF PAY:**

**Subd. 1.** The wages and salaries reflected in Schedule A attached hereto shall be a part of the Agreement for the period commencing July 1, 2023 to June 30, 2025.

**Subd. 2.** During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of the Agreement. In the event a successor agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his/her current rate until a successor agreement is entered into.

**Subd. 3.** Pay periods of all employees shall be the 15th of the month and the last day of the month. If the pay date falls on Saturday, Sunday, or federal holiday, paychecks will be issued on the last banking day before the weekend or holiday.

**SECTION 2. WAGES:** A new hire who has had no experience in other school systems will be placed on the salary schedule crediting a maximum of three years of experience with placement at up to Step 3 on the salary schedule. All other employees shall be given full credit on the salary schedule for their previous experience in other school systems.

**Subd. 1. Change in Classification.** When an employee is assigned to a position with a different wage scale, the employee shall be placed on the new wage scale at a step equal to or at least ten percent (10%) above their current wage.

**SECTION 3. PAY RATE FOR TEMPORARY JOB:** Any employee required to fill a higher rated job on a temporary basis for more than ten (10) days shall be paid the rate for that job at the employee's current step. When an employee is assigned temporarily to a position with a lower wage scale, the employee shall receive his/her regular rate of pay for that job assignment.

**SECTION 4. CUSTODIAL UNIFORM ALLOWANCE:** All full-time custodial employees shall receive appropriate work wear and work shoes from the District. Replacement of items will be as needed. Upon termination of employment, employees must return these items.

**SECTION 5. OVERTIME PAY:** Any employee who works over 40 hours per week shall be paid at the rate of one and one-half times the normal hourly rate. Overtime requires the prior approval of the supervisor. The use of accumulated leave, sick, vacation, holiday, or compensatory time shall not be counted as "hours worked" in calculating overtime.

**SECTION 6. SCHEDULE:** All employees will be assigned starting times and shifts as determined by the District. The employee's basic work week and work year shall be prescribed by the District.

**SECTION 7. WEATHER EMERGENCY:** In the event a duty day is lost due to a weather emergency, the employee shall perform additional duties as assigned by their supervisor on another day within the same work week, or by the end of the pay period first following the closure, with written approval of the direct supervisor. Approval shall not be unreasonably withheld. In the event that the day is not made up, the employee may use vacation, compensatory time, sick leave, or personal leave, or their compensation shall be reduced accordingly.

**SECTION 8. HOLIDAY PAY:** All unit employees shall receive Thanksgiving Day, Christmas Day, and New Year's Day, as a paid holiday. Employees who work ten (10) months or more per year and work 40 hours per week shall be granted the following paid holidays: Labor Day, Memorial Day, Good Friday, Day after Thanksgiving, and Day before Christmas. Employees who work twelve (12) months per year shall also receive the Fourth of July and Juneteenth as a paid holiday.

The benefit for employees working less than an eight (8) hour day will be proportionate to the number of hours worked in a typical day. Any of the above holidays that fall on weekends will be observed on a day established by the District. The District reserves the right to require employees to perform services on a legal holiday on which the District is authorized to conduct school and, pursuant to such authority, has determined to conduct school. Any of the holidays above that fall within an employee's vacation shall not be counted as a vacation day. In order to be eligible for holiday pay, an employee must have worked a regular workday before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

**SECTION 9. MILEAGE:** Employees who may be required to use their own automobiles when traveling between buildings during the school day in the performance of duties shall be reimbursed for all such travel at the rate set by the School Board at its annual reorganizational meeting. Personal mileage will be paid when School District transportation is not available.

**SECTION 10. LICENSE OR CERTIFICATION STIPEND:** Any employee in a position listed below who holds a license or certification as required by the District shall receive an additional stipend per hour added to the employee's regular hourly rate of pay as follows, only if required to in writing hold such licensure by the District for the position:

<b><u>License</u></b>	<b><u>Stipend</u></b>
Boiler - Specialist	\$0.50
Boiler - 2 <sup>nd</sup> Class	\$0.75
Boiler – 1 <sup>st</sup> Class	\$1.00
Electrician – Journeyman A	\$0.40

**SECTION 11. SPECIAL EVENTS:** In the event any personnel are requested or required to work for an event during non-school hours, including board meetings, he/she shall be paid at one- and

one-half times the employee's regular rate of pay for all hours worked for the event, if overtime is triggered.

## **SECTION 12. CUSTODIANS:**

**Subd. 1.** An hourly differential of an additional \$1.00 an hour shall be paid to custodians for shifts working a majority of hours after 3:00 p.m. If an employee is called in before 3:00 p.m. to work, they will receive the shift differential for all hours worked that day.

**Subd. 2.** Custodial Boiler Checks. The custodian will be compensated for 2 hours at the custodian's overtime rate on Saturday and/or Sunday. The custodian will be compensated for two (2) hours at the custodian's double time rate on holidays.

**SECTION 13: ATHLETIC ADMISSION:** LPA employees and their immediate family members will have free admission to regular season locally sponsored athletic contests during the school year.

**SECTION 14: DISTRICT WORKSHOP DAYS:** The District will provide three (3) paid mandatory workshop days, inclusive of "back to school" professional development days, to be scheduled by the District.

## **ARTICLE VII** **VACATION**

**SECTION 1. ELIGIBILITY:** Newly hired employees must work a minimum of six (6) months before any vacation earned pursuant to this Article may be utilized. Employees hired mid-school year shall have their vacation pro-rated in that year.

This Article shall apply only to full-time employees who are employed on a twelve (12) month basis and a 40-hour work week. Twelve (12) month employees working less than 40 hours per week shall earn vacation time proportionate to the hours worked in a typical day.

**SECTION 2. EARNED VACATIONS:** Employees qualifying under the above conditions shall accrue vacation according to the following rates based on continuous School District seniority:

<b><u>Continuous Years of Employment</u></b>	<b><u>Vacation</u></b>
Year 1	5 days
Years 2-8	10 days
Years 9-15	15 days
Years 16 +	20 days

## **SECTION 3. APPLICATION:**

**Subd. 1.** Vacations shall be determined as of July 1 of each year. An employee may be permitted to accumulate vacation upon written explanation of circumstances justifying



such an accumulation, all at the discretion of the District, and not subject to the grievance provisions contained in this Agreement.

**Subd. 2.** If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one (1) year of service shall be entitled to receive prorated pay for unused vacation time, provided the employee gives the District at least two (2) weeks' advance written notice of their resignation and works during the notice period.

**Subd. 3.** Vacation usage will not be unreasonably denied by the District.

## **ARTICLE VIII** **GROUP INSURANCE**

**SECTION 1. SELECTION OF CARRIER:** The selection of the insurance carrier and policy shall be made by the School District as provided by law. The parties agree no employee shall select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the District.

**SECTION 2. LONG TERM DISABILITY INSURANCE:** The School District shall provide every employee who works at least 17.5 hours per week with long-term disability insurance. For the information of employees, the insurance shall become effective ninety (90) days following the certified disability. The benefit shall be 66 2/3rds percent of the employee's "base" salary. The plan shall provide the option for employees to purchase additional disability insurance, at the option of the carrier, at their own expense.

**SECTION 3. TERM LIFE INSURANCE:** The District shall contribute up to \$150.00 for each full-time employee toward a \$50,000.00 term life insurance policy. The contribution for part-time employees shall be pro-rated in the same manner as other insurance based on the actual premium cost. Employees must work a minimum of thirty (30) hours per week to be eligible.

**SECTION 4. HEALTH INSURANCE:** The School District shall annually provide the following amounts for each employee who works a minimum of thirty (30) hours per week and is enrolled in group health and dental insurance plans:

	<u>2023/2024</u>	<u>2024/2025</u>
Single Health Insurance	\$5498.00 annually	\$5498.00 annually
	<u>2023/2024</u>	<u>2024/2025</u>
Family Health Insurance	\$8284.00 annually	\$8284.00 annually

**SECTION 5. CLAIMS AGAINST THE SCHOOL DISTRICT:** It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**SECTION 6. DURATION OF INSURANCE CONTRIBUTION:** An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District participation and contribution shall cease, effective on the last working day (except as might be provided by the laws of the State of Minnesota or other language in this Agreement).

## **ARTICLE IX** **LEAVES OF ABSENCE**

### **SECTION 1. SICK LEAVE:**

**Subd. 1.** All regular twelve (12) month full-time employees shall earn sick leave at the rate of 1.08 days for each month of service with the District. A day shall be equivalent to an employee's standard workday in hours. Less than twelve (12) month employees shall receive prorated sick leave, based upon a full-time employee's 1 1/4 days earned for each month of service with the District.

**Subd. 2.** Unused sick leave may accumulate to a maximum of one hundred twenty (120) days. The maximum shall be prorated for part-time employees.

**Subd. 3.** Sick leave shall be granted whenever an employee's absence is found due to illness of the employee. The proper sick leave forms must be submitted by the employee.

**Subd. 4.** The District may require an employee to furnish a medical certificate from a physician or appropriate healthcare provider as evidence of illness in order to qualify for sick leave.

**Subd. 5.** It shall be the responsibility of the employee to notify the District office and/or their immediate supervisor to report sickness prior to the time the employee is scheduled to report to work.

**Subd. 6.** Sick leave may also be used for members of the immediate family, as defined by Minn. Stat. §181.9413, to be defined as spouse, parent, child (includes adult child), parent-in-law, sibling, grandparents, grandchild, or stepparent. The District may require an employee to furnish a medical certificate or other reasonable evidence of such illness for leave under this subdivision.

**Subd. 7.** Work performed as employees of the District during summer hours that is in the same or similar classification to the employee's regular duties, as determined by the District, shall earn and be eligible for sick leave accrual under this Article.

### **SECTION 2. WORKER'S COMPENSATION:**

**Subd. 1.** Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the District

will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's earned accrual of sick leave and/or vacation pay. In such event, a deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the prorate portions of days of sick leave or vacation time which is used to supplement worker's compensation.

**Subd. 2.** Such payment shall be paid by the District to the employee only during the period of disability.

**Subd. 3.** 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 exceeds the normal compensation of the employee.

### **SECTION 3. MEDICAL LEAVE:**

**Subd. 1.** An employee who is unable to perform his/her employment duties because of medical disability, upon written request and subject to approval of the Superintendent or designee, may be granted a medical leave of absence without pay not to exceed twelve (12) weeks, during the continuance of such medical disability. Such leave shall run concurrently with accumulated sick, vacation, and compensatory time available.

**Subd. 2.** Family Medical Leave Act (FMLA) leave shall be granted pursuant to applicable law. Accumulated leave shall run concurrently with FMLA leave.

### **SECTION 4. WELL CHILD LEAVE:**

**Subd. 1.** A well child leave without pay may be granted by the District to an employee who is the biological, foster, or adoptive parent in conjunction with the birth or placement for adoption or foster care of a child within the first year following birth or placement for adoption or foster care, subject to applicable state and federal laws.

**Subd. 2.** An employee making application for well child leave shall submit a written request to the District's designee of his/her intention to take leave under this Section at least two (2) calendar months before commencement of the intended leave, unless a shorter notice is allowed by statute or the need for leave was not foreseeable.

**Subd. 3.** The District may adjust the proposed beginning or ending date of a well child leave so that the dates of the leave are coincident with some natural break in the school year; e.g., holiday break, term break, end of the school year, or the like.

**Subd. 4.** In making a determination concerning the commencement and duration of leave under this Section, the District shall not be required to permit the employee to return to employment prior to the date designated in the request for well child leave.

**Subd. 5.** The employee returning from well child leave shall be re-employed in a position of comparable duties, number of hours, and pay if the leave is for a period of twelve (12)

work weeks or less. If the leave is for more than twelve (12) work weeks, the District will return the employee to the first vacancy within the job level the employee previously held in the unit and for which the employee is qualified. If no position is available when the employee is requesting to return from leave, the employee shall be placed on layoff and on the applicable recall list for the remainder of that school year. Upon conclusion of that specific school year, the employee may elect to invoke his/her bumping rights to a position based on seniority. If, during the leave, the District experiences a layoff that would have resulted in the layoff of the employee on leave, the employee shall not be entitled to reinstatement in the former or comparable position and shall be subject to the layoff and recall provisions of this Agreement.

**Subd. 6.** Failure of an employee to return from leave pursuant to this Section shall constitute a voluntary resignation of employment unless the District and the employee have mutually agreed to an extension of the leave.

**Subd. 7.** The parties agree that periods of time for which the employee is on well child leave shall not be counted in determining the completion of the probationary period.

**Subd. 8.** The employee who returns from well child leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for well child leave unless otherwise required by statute.

**Subd. 9.** Leave under this Section shall be without pay or fringe benefits unless otherwise required by statute.

**Subd. 10.** When both parents are employed by the District, the total combined leave shall not exceed six (6) months duration.

**SECTION 5. BEREAVEMENT LEAVE:** The Superintendent or designee may grant absences to the employees in the group, deducted from sick leave, for up to five (5) days per bereavement due to the death of immediate family as defined below.

**Subd. 1.** Immediate family to be defined as spouse, parent, child (includes adult child), parent-in-law, sibling, son-in-law, daughter-in-law, grandparents, grandchild, brother-in-law, sister-in-law, or stepparent.

**Subd. 2.** The Superintendent or designee may grant one (1) day per school year, deducted from sick leave, due to the death of a friend.

**Subd. 3.** If special circumstances arise, the Superintendent or designee may grant the employee additional days of leave, deducted from sick leave. Action taken by the Superintendent or designee will not be considered precedent setting.



**SECTION 6. EMERGENCY LEAVE:** A staff member may be granted paid emergency leave, at the discretion of the Superintendent and deducted from available sick leave, upon written request stating the reasons therefore for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered by other provisions of this Agreement.

**SECTION 7. JURY DUTY:** Any employee who is called for jury duty shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation.

**SECTION 8. PERSONAL LEAVE:** Twelve (12) month employees shall receive three (3) personal leave days. Less than twelve (12) month employees shall receive two (2) days. Except in emergency, three (3) days' notice must be given for a personal leave request. The amount will be reimbursed at their wage rate for the number of hours worked in a typical day. Personal leave days may be used on days school is not in session.

**Subd. 1: Twelve (12) Month Employee Personal Leave Carryover:** Twelve (12) month employees shall be allowed to carryover two (2) days of personal leave, to a maximum of five (5) days of personal leave.

**Subd 2: Less than Twelve (12) Month Employee Personal Leave Carryover:** Less than twelve (12) month employees shall be allowed to carryover three (3) days of personal leave, to a maximum of five (5) days of personal leave.

**SECTION 9. OTHER LEAVES:** Other leaves will be granted as specified by law.

## **ARTICLE X** **RETIREMENT BENEFITS**

Employees hired after September 30, 2020 will not be eligible for the insurance benefit found in Article X.

### **SECTION 1. ELIGIBILITY:**

**Subd. 1.** Employees with fifteen (15) years of service to the District qualify for insurance benefits under Section 3 of this Article. Employees employed prior to July 1, 2015 with ten (10) years of service to the District qualify for the retirement payment under Section 4 of this Article, and employees hired after July 1, 2015 with fifteen (15) years of service to the District qualify for the retirement payment under Section 4 of this Article. Employees who are at least fifty-five (55) years of age by September 1 in the year of retirement shall be eligible for a retirement incentive under the terms of this Article.

**Subd. 2.** In order to receive the insurance benefits of Section 3 and/or the retirement benefit of Section 4, an employee must submit her/her written resignation to the School District by February 1 of the school year at the end of which the resignation will be effective. If the employee resigns during the school year, he or she shall provide the School District with



notice of the resignation at least three (3) months before the effective date of the resignation.

**Subd. 3.** For employees employed a minimum of fifteen (15) consecutive years, the February 1 and three (3) months' notice requirements may be waived at the discretion of the School Board due to a documented medical or emotional condition of the employee that prevents employment or greatly limits the employee's ability to work effectively. The employee must submit an application for waiver to the Superintendent, who will submit the waiver to the School Board for consideration.

**Subd. 4.** Employees who are employed in a part-time capacity are eligible for retirement benefits under this Article, but their benefits will be prorated based on their actual percentage of a full-time equivalency (FTE).

**Subd. 5.** Benefits under Section 3 and Section 4 below shall not be granted to any employee who is discharged for cause, nor shall benefits be granted retroactively.

**Subd. 6.** This Article shall not be retroactive to any employee who has retired prior to the term of this Agreement.

## **SECTION 2. PLAN 403(b):**

**Subd. 1.** District matching contributions to a 403(b) plan must be directed to insurance companies approved by the Minnesota State Board of Investment. The 403(b) plan shall comply with I.R.S. Code, 26 U.S.C. 403 (b).

**Subd. 2.** The plan year shall be September 1 through August 31.

**Subd. 3.** In each year, an eligible employee may make an application for participation by February 1 of each school year or within 30 days after the ratification of the Master Agreement (whichever is later). An employee who is hired after September 1, or is less than full-time, will be eligible for a proportionate benefit based on the number of hours worked or full-time equivalency. Employees hired after February 1 will have 30 days to make an application for participation.

**Subd. 4.** There shall be a lifetime employee cap of \$20,000.00 on School District contributions.

**Subd. 5.** Yearly matching amounts paid by the School District shall be limited to a maximum amount as follows:

<b><u>Years of Employment</u></b>	<b><u>Maximum Amount Match</u></b>
1-3	\$250
4-6	\$525
7-9	\$775
10-14	\$1025

15-19	\$1275
20+	\$1525

**Subd. 6.** Any description of benefits contained in this Section is intended to be informational only and the management of contributed funds is the responsibility of the provider selected by the employee. It is further understood that the District's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the District pursuant to this Article.

### **SECTION 3. INSURANCE BENEFITS:**

**Subd. 1. Rate of payment.** This Section shall be restricted by requirements under Article X, Section 1 and 2 of this Agreement pertaining to eligibility. The contribution to be paid by the School District for hospitalization, medical, and surgery coverage shall be based on the contribution paid by the School District in effect at the time of retirement according to the following schedule:

Single Coverage – District contribution up to \$3,449.00 plus 50% of any future District contribution increase.

Dependent Coverage – District contribution up to \$5,443.00 plus 50% of any future District contribution increase.

**Subd. 2.** Dental insurance premiums and life insurance premiums shall be 100% paid by the retired employee. The District contribution towards health insurance will cease when the retiree reaches the age of Medicare/Medicaid. If the retired employee changes from individual to dependent plans or increases the dependent coverage, the employee shall pay 100% of the dependent premium.

**Subd. 3.** An employee may stay in the plan indefinitely at his or her own expense once District contribution has ended according to Minn. Stat. §471.61.

**Subd. 4.** If the retiree should die before receiving the maximum amount of insurance benefits under this Section, benefits will cease.

### **SECTION 4. RETIREMENT PAYMENT:**

**Subd. 1.** In addition to the 403(b) and insurance benefits, eligible employees retiring under the plan shall receive a retirement payment (the amount obtained by multiplying the employee's accumulated and unused sick leave days on the date of retirement up to a maximum of one hundred twenty (120) days times 25% of the daily rate of pay during the last year of employment). In order to be eligible for this payment, the employee must have submitted his/her resignation in accordance with Section 1 and Section 2 of this Article. Sick leave shall also accumulate the last year of employment.

**Subd. 2.** Any compensation received for overtime, extended employment, or other compensation shall not be figured into the employee's daily rate of pay.

**Subd. 3.** The retirement payment calculated in Subd. 1 of this Section will be paid to the employee in one installment in January of the first year following retirement. If the employee should die prior to the benefit being paid, the amount will be paid to the employee's beneficiary.

**SECTION 5.** This Article shall not be retroactive to any employee who has retired prior to the term of this Agreement.

## **ARTICLE XI** **DISCIPLINE AND DISCHARGE**

**SECTION 1. PROBATIONARY PERIOD:** An employee shall serve a probationary period of four (4) months of continuous service in the District. During that time, the District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance regarding any other provision of the Agreement alleged to have been violated. The probationary period may be extended two (2) times, an additional month each time, at the District's discretion and without a right to grieve the decision.

**SECTION 2. JUST CAUSE:** Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed in a timely manner.

**SECTION 3. PROGRESSIVE DISCIPLINE:** Disciplinary action shall normally include only the following measures and shall normally be administered progressively in the following order:

**Subd. 1.** Oral reprimands, either oral or written.

**Subd. 2.** Written reprimands.

**Subd. 3.** Suspension from duty without pay unless mutually agreed between district and MSEA that cause warrants discharge.

**Subd. 4.** Discharge from employment.

**SECTION 4. MEETINGS WITH AN EMPLOYEE:** If a supervisor meets with an employee to discuss a reprimand, demotion, suspension, or discharge, the employee has the right to have a union representative present. The District shall provide the employee with reasonable notice of the employee meeting.

**SECTION 5. DISCIPLINARY ACTION RECORDS:** A written record of all disciplinary actions within the meaning of this Article shall be provided to the involved employee(s) and may be entered into the employee's personnel record. Investigations into conduct, which do not result



in disciplinary action, however, shall not be entered into the employee's personnel record. The disciplined employee or Union representative shall be entitled to submit a written response to be included in the employee's personnel record.

## **ARTICLE XII** **SENIORITY AND POSTING**

**SECTION 1. SENIORITY DATE:** Employees shall acquire seniority starting the first day of employment. A seniority list shall be made up and posted by the School District and revised every year by the October 15. When the seniority list is first posted, the employees shall have thirty (30) days to make any corrections. On the revised posting, the employees shall have fifteen (15) days to make corrections, after which the revised posting shall be the official seniority list. Seniority shall only apply to the provision of benefits, layoff, and recall decisions.

### **SECTION 2. JOB POSTING:**

**Subd 1.** Job openings in any classification in the School District will be posted in all buildings in the School District for a period of not less than five (5) working days. Positions may be simultaneously posted or published externally.

## **ARTICLE XIII** **RECALL AND RE-EMPLOYMENT**

**SECTION 1.** The School District shall establish a seniority list according to job classification for use in layoffs and recalls from layoffs. Employees shall be laid off in inverse order according to their seniority in their classification. Employees on layoff or reduction of hours shall retain seniority and the right to recall within their classification in seniority order for a period of twelve (12) months after the date of layoff.

**SECTION 2.** An employee who is being laid off or reduced in hours shall be given a written notice of such two (2) weeks before the intended layoff or reduction, when possible.

**SECTION 3.** All employees on layoff shall be responsible for keeping the School District informed of their addresses and telephone numbers. An employee on layoff who does not respond within seven (7) days after being notified by certified mail, sent to the employee's last known address, will be considered to have resigned and shall lose all further right to recall.

## **ARTICLE XIV** **GRIEVANCE PROCEDURE**

**SECTION 1. GRIEVANCE DEFINITION:** A "grievance" shall mean an allegation by the Exclusive Representative on behalf of an employee resulting in a dispute or disagreement between the employee or a group of employees and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

**SECTION 2. REPRESENTATIVE:** The employee, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

**SECTION 3. DEFINITIONS AND INTERPRETATIONS:**

**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 weekdays 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 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, sent electronically, sent by facsimile or if it bears a certified postmark of the USPS 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 employee's supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods 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 employee's supervisor.

**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 matter:

**Subd. 1. Level I.** If the grievance is not resolved through informal discussions, the employee's supervisor shall give a written decision to the parties involved within ten (10) days after receipt of the written grievance.

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



(5) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved. By mutual agreement, a grievance may be initiated at Level II.

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

Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School 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.

**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 (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to reverse or modify such decision.

**SECTION 7. DENIAL OF 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 it 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 (10) 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 the appeal provisions.

**Subd. 3. Selection of Arbitrator.** Upon the proper submission of a grievance under the terms of this procedure, the parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the District and the Exclusive Representative are unable to agree on an arbitrator, they may request from the Bureau of Mediation Services a list of five (5) names within ten (10) days after requesting arbitration. The failure to request a list of arbitrators from the BMS within the time period provided herein shall constitute a waiver of the grievance. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide

the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin.

**Subd. 4. 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. 5. Decision.** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

**Subd. 6. Expenses.** Each party shall bear its own expenses in connection with the arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. In the event that the parties do not mutually agree to share the cost of transcribing or recording the arbitration, the other party may individually and at its own expense order the transcript or recording. If the other party subsequently wishes a copy of the transcript or recording, it shall pay one-half the cost on receipt of the transcript or recording along with reasonable and necessary costs of the copy.

**Subd. 7. Jurisdiction.** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment 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 include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations. The arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of the existing Agreement.

**ARTICLE XV**  
**DURATION**

**SECTION 1. TERM AND REOPENING NEGOTIATIONS:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2024 and thereafter until modified. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent pursuant to PELRA. Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) days prior to the expiration of this Agreement.

**SECTION 2. EFFECT:** This Agreement constitutes the full and complete Agreement between the District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, 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.

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

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

**Independent School District #2889**  
**Lake Park, Minnesota**

By Becky Mitchell \_\_\_\_\_ Its Chair  
Date: 9/25/2023

By Marge Beaudine \_\_\_\_\_ Its Clerk  
Date: 9/25/23

**Minnesota School Employees Association**

By Rich Veit \_\_\_\_\_ Its Chief Steward  
Rich Veit (Sep 27, 2023 15:08 CDT)

Date: Sep 27, 2023

By Kelly Sale  
Kelly Sale (Sep 27, 2023 13:11 CDT)

Its Field Representative

Date: Sep 27, 2023

### Appendix A "Wages"

Classification	A		Classification	B	
Title	Paraprofessionals, Food Service		Title	Custodian, Media Specialist, Assistant Cook	
Step	FY24	FY25	Step	FY24	FY25
1	\$15.32	\$15.63	1	\$17.01	\$17.35
2	\$15.55	\$15.86	2	\$17.27	\$17.61
3	\$15.78	\$16.10	3	\$17.52	\$17.87
4	\$16.02	\$16.34	4	\$17.79	\$18.14
5	\$16.26	\$16.59	5	\$18.05	\$18.41
6	\$16.50	\$16.83	6	\$18.32	\$18.69
7	\$16.75	\$17.09	7	\$18.60	\$18.97
8	\$17.00	\$17.34	8	\$18.88	\$19.26
9	\$17.26	\$17.60	9	\$19.16	\$19.54
10	\$17.52	\$17.87	10	\$19.45	\$19.84
11	\$17.78	\$18.14	11	\$19.74	\$20.14
12	\$18.05	\$18.41	12	\$20.04	\$20.44
13	\$18.32	\$18.68	13	\$20.34	\$20.74
14	\$18.59	\$18.96	14	\$20.64	\$21.06
15	\$18.87	\$19.25	15	\$20.95	\$21.37



<b>Classification</b>	C		<b>Classification</b>	D	
<b>Title</b>	Head Cook, ECFE Admin		<b>Title</b>	Admin, Finance	
<b>Step</b>	<b>FY24</b>	<b>FY25</b>	<b>Step</b>	<b>FY24</b>	<b>FY25</b>
1	\$17.20	\$17.54	1	\$19.83	\$20.23
2	\$17.46	\$17.81	2	\$20.13	\$20.53
3	\$17.72	\$18.07	3	\$20.43	\$20.84
4	\$17.99	\$18.35	4	\$20.74	\$21.15
5	\$18.26	\$18.62	5	\$21.05	\$21.47
6	\$18.53	\$18.90	6	\$21.36	\$21.79
7	\$18.81	\$19.18	7	\$21.68	\$22.12
8	\$19.09	\$19.47	8	\$22.01	\$22.45
9	\$19.38	\$19.76	9	\$22.34	\$22.79
10	\$19.67	\$20.06	10	\$22.67	\$23.13
11	\$19.96	\$20.36	11	\$23.01	\$23.47
12	\$20.26	\$20.67	12	\$23.36	\$23.83
13	\$20.56	\$20.98	13	\$23.71	\$24.18
14	\$20.87	\$21.29	14	\$24.06	\$24.55
15	\$21.19	\$21.61	15	\$24.43	\$24.91

**Longevity Pay:**

The following additional hourly amounts will be paid when employee reaches years of service milestone.

<u>Years of Service to</u> <u>Lake Park Audubon School District</u>	<u>2023-2024</u>	<u>2024-2024</u>
16-20 years of service	\$1.00	\$1.10
20+ years of service	\$1.50	\$1.60












# MSEA Master Agreement 7.1.23 - 6.30.25 - Board Signatures Included

Final Audit Report

2023-09-27

Created:	2023-09-27
By:	LPA BUSINESS OFFICE (payable@lpa.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAk0E1e3f2HPPKEQb4XGqwCLKHHCC6bYcJ

## "MSEA Master Agreement 7.1.23 - 6.30.25 - Board Signatures Included" History

-  Document created by LPA BUSINESS OFFICE (payable@lpa.k12.mn.us)  
2023-09-27 - 1:47:30 PM GMT- IP address: 158.222.85.18
-  Document emailed to kelly.sale@msea-mn.com for signature  
2023-09-27 - 1:48:41 PM GMT
-  Email viewed by kelly.sale@msea-mn.com  
2023-09-27 - 2:25:42 PM GMT- IP address: 172.225.216.105
-  Signer kelly.sale@msea-mn.com entered name at signing as Kelly Sale  
2023-09-27 - 6:11:30 PM GMT- IP address: 66.222.102.174
-  Document e-signed by Kelly Sale (kelly.sale@msea-mn.com)  
Signature Date: 2023-09-27 - 6:11:32 PM GMT - Time Source: server- IP address: 66.222.102.174
-  Document emailed to Rich Veit (rveit@lpa.k12.mn.us) for signature  
2023-09-27 - 6:11:35 PM GMT
-  Email viewed by Rich Veit (rveit@lpa.k12.mn.us)  
2023-09-27 - 8:07:36 PM GMT- IP address: 66.102.6.145
-  Document e-signed by Rich Veit (rveit@lpa.k12.mn.us)  
Signature Date: 2023-09-27 - 8:08:13 PM GMT - Time Source: server- IP address: 158.222.85.18
-  Agreement completed.  
2023-09-27 - 8:08:13 PM GMT