

AGREEMENT

between

ROSEVILLE INDEPENDENT SCHOOL DISTRICT NO. 623

and the

Paraprofessionals and Media Technology Group

AFSCME COUNCIL NO. 5

Local No. 1129

2026-2027

2027-2028

Covering Terms and Conditions of Employment
for Paraprofessionals and Media Technology Group
July 1, 2026 through June 30, 2028

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ARTICLE I

PURPOSE

- Section 1. Parties: THIS AGREEMENT is entered into between The School Board of Independent School District No. 623, Roseville, Minnesota (hereinafter referred to as the employer) and AFSCME Council 5 Local 1129 (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for instructional, technical and supervisory employees during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- Section 1. Recognition: In accordance with the P.E.L.R.A. the school district recognizes AFSCME Council 5, Local 1129 as the Exclusive Representative of Paraprofessionals and Media Technology Group staff employed by school district, which Exclusive Representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.
- Section 2. Appropriate Unit: The exclusive representative shall represent all the employees of the district as defined in this Agreement as defined in the appropriate unit certified by the Bureau of Mediation Services in Case No. 90-PCE-3252:

All Paraprofessionals and Media Technology Group staff employed by Independent School District No. 623, Roseville, Minnesota, who are employed for more than 14 hours per week, and for more than 67 work days per year, excluding supervisory, confidential, and all other employees.

ARTICLE III

DEFINITIONS

- Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" shall have that meaning as described in P.E.L.R.A.
- Section 2. School District: For purposes of administering this Agreement, the term "school district" shall mean the school board or its designated representative.
- Section 3. 12 Month Employee: A 12-month employee is defined as an employee who works 12 months per year, a minimum of 20 hours per week in the Paraprofessional and Media Technology Group.
- Section 4. Full-Time Employee: Any employee who works at least 30 hours per week in the Paraprofessional and Media Technology Group unit.
- Section 5. Regular Part-Time Employee: Any employee who works at least 14 hours per week and fewer than 30 hours per week in the Paraprofessional and Media Technology Group.
- Section 6. Eligible Employee: Persons who work at least six hours per day/30 hours per week for the school district.
- Section 7. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

The Special Education Paraprofessional accepts responsibility, after consultation with the case manager, for assisting other Paraprofessionals in developing skills to work with students who have challenging needs.

Those non-special-education Paraprofessionals who perform limited activities related to special education duties would not qualify for the "premium pay".

A Paraprofessional who has satisfied the training and competency requirements and who is assigned to an occasional duty as a substitute for a Paraprofessional receiving premium rate will receive the premium pay (on time card) for the time he/she performs this substitute duty.

Persons receiving premium rate whose assignment changes to non-special-education Paraprofessional will no longer receive the special education premium rate.

If a Paraprofessional has several assignments during the work day, only those hours which are defined as special education duty will receive the premium rate.

Subd. 6. Position Movement/Transfers Between Classification: If someone moves from one contract to another in a job classification of an equal or greater paygrade, they would be placed at the next closest step equal to or greater than their current paygrade.

Section 2. Pay Days:

Subd 1. Salary shall be paid on the 15th and 30th or the duty day nearest the 15th and 30th. In the event that the 15th or 30th falls on a weekend or on a holiday, payday shall be on the preceding working day. There will be equal installments paid over the work year for each employee: i.e., no multiple pay off check in June.

Subd. 2. Hourly time sheets shall be turned in twice a month, on the 15th and the 30th. If time sheets are received on time, hourly employees will be paid on the 30th of the month for hours worked from the 31st of the preceding month through the 15th, and will be paid on the 15th of the month for hours worked from the 16th through the 30th of the preceding month.

Section 3. Overtime:

The district will pay for overtime worked during each payroll period. Overtime should be reported on a "payroll time sheet".

Subd. 1. All time in excess of 40 hours worked per week will be paid at time and one half.

Subd. 2. Approval must be obtained from the supervising administrator before overtime hours are worked.

Section 4. Out-of-Job Classification:

Subd. 1. If an employee is required to work in a higher level position, after 10 working days the employee shall be paid at the higher position's salary level and at the step consistent with the replacement's regular step but not to exceed Step 3. This payment shall be retroactive to the first day in that position, in accordance with the salary schedule found in Appendix A. For the purpose of this Section, an "out-of-class" assignment is one in

- Subd. 2. Attendance by representative Paraprofessional and Media Technology Group employees at national, state and local area conferences as authorized by the administration from funds identified for that purpose.
- Subd. 3. Training On Equipment: Employees whose responsibilities include the physical management of students with disabilities and/or operation of equipment/software programs, the employee shall be trained on the employer's time and at the employer's expense.
- Subd. 4. When district technology is upgraded, the district will provide training to bring Paraprofessionals and Media Technology Group employees up to standard, at employer's time and expense.
- Subd. 5. If a supervisor requires attendance at a district provided training during non-duty hours, that time will be time-carded.
- Subd. 6. When new techniques or procedures for students with disabilities emerge, adequate training and follow-up will be provided.

ARTICLE VII

DISCIPLINE

- Section 1. The employer may discipline an employee only for just cause. Discipline, when administered, may be progressive, the specific level of discipline chosen is solely within the discretion of the school district. Circumstances surrounding each individual case will affect the level chosen. Normally the employer will utilize the levels for discipline in the order listed below.
1. Verbal Notification
 2. Written Reprimand
 3. Written Notice of Deficiency
 4. Suspension
 5. Termination
- Section 2. An employee called in for a disciplinary conference shall be informed in writing of their right to have a union representative present.
- Section 3. Prior to discharging an employee, the employer shall notify the employee and the union of the reason(s) for the discharge and the effective date thereon. The employee may request an opportunity to hear the evidence against him/her and to present her/his side of the story to the employer's representative. The employee is entitled to have the union representative at this meeting, if the employee requests such representation. The right to such meeting shall expire at the end of the next scheduled work day of the employee after notice of discharge is delivered to the employee, unless the employer and the employee agree otherwise. The discharge shall not become effective during the period when the meeting may occur.
- Section 4. A copy of the written reprimand to an employee covered by this agreement may be forwarded to the union at the request of the employee.
- Section 5. An employee, other than a probationary employee, may appeal a disciplinary matter through the contractual grievance procedure.

Section 2. Summer Openings: If a school year job opening occurs during the summer months when employees are not normally on duty, the district will notify the Union Field Representative and the employees in the following manner:

Subd. 1. The vacancy notice will be sent to the Union Field Representative, posted in each district building, and posted on the district's website. Employees interested in vacant and internal postings can view and apply for positions through the district website.

Section 3. Summer School: Posting for summer positions will be made available as jobs are identified. All summer school positions are posted on the district's website. Employees interested in vacant and internal postings can view and apply for positions through the district website. The best qualified candidate from all candidates shall be offered the job. Summer position postings will include the rate of pay of \$18.00 per hour.

Section 4. Extended School Year (ESY): Summer position postings will include the rate of pay of \$18.00 per hour. Special Education positions are eligible for an additional \$2 per hour premium if the required District Special Education Training is or has been completed. Eligible Special Education Paraprofessionals in the center based programs (i.e. CID, EBD, and DCD) will receive an additional \$1.00 per hour for assigned work as a Special Education Paraprofessional in a center based program.

ARTICLE X

REDUCTION IN STAFF

Section 1. Staff Reductions: Staff reductions, when necessary, will be made by the supervising administrator keeping in mind the best interests of the students, staff, and program.

Subd. 1. Supervising administrators will inform Human Resources of staffing needs each spring. Human Resources will consult with the Union Field Representative before final staffing decisions are made. Supervising administrators will then discuss the needs with their building staff and will notify affected employees prior to the end of the school year of any reduction in the employee's hours or the elimination of an employee's position. Human Resources upon receiving this information from the buildings will consolidate this information and notify the Union Field Representative.

Subd. 2. Definition of Seniority: Seniority for the purposes of this Agreement shall be based on continuous regular and probationary service with the employer, as determined by the employee's initial date of hire in the paraprofessional bargaining unit. Continuous service shall be interrupted only by separation because of resignation from district employment, termination for just cause, failure to return upon expiration from a leave of absence, failure to respond to a recall from layoff, or retirement. Paraprofessionals on leave will remain on the seniority list. Employees rehired after any of these interruptions of service shall acquire seniority from the most recent date of hire.

Subd. 3. Seniority Lists: The seniority lists will include each employee in the order of seniority, the employee's class, hours worked, the employee's date of hire in the paraprofessional bargaining unit, and the building they work in. There shall be three separate seniority lists: one for Paraprofessionals, Media Technology Group employees, and one for Spanish required positions at Dual Language Immersion sites. Language within Article X, Reduction in Staff, will apply

returns to at least six hours per day. Prior to re-instatement of hours the supervising administrator will analyze programmatic needs. If the programmatic needs of that building are such that a re-instatement of hours to that Paraprofessional or Media Technology Group employee would not be in the best interests of the students, then the supervising administrator may choose to staff accordingly.

Subd. 10. ECFE/Pre-K Paraprofessionals: Staff reductions during the school year due to low enrollment will be notified one week in advance if a reduction in hours or layoff is possible. If Paraprofessional hours are cut due to low class enrollment or reorganization, if/when new hours become available, staff who have been cut will be offered the hours first as they become available.

Section 2. Voluntary Transfers: Employees may apply for voluntary transfers to an available opening.

Section 3. Priority to Vacancies: Employees who have completed at least four years of continuous work in this unit shall have priority to vacancies in the event of staff reduction. Vacancies shall be listed as either full-time or part-time. A full-time employee need not apply for a part-time position and may retain a priority right to vacancies. A part-time employee need not apply for a full-time position and may retain a priority right to vacancies.

ARTICLE XI

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Full-time employees shall earn sick leave at the rate of 15 days for each year of service in the employ of the school district. Part-time employees (those working between 14 and 30 hours per week) shall earn 15 prorated days of sick leave per year; i.e., a four hour/day employee would receive 15 four hour days or 60 hours of sick leave. ECFE/Pre-K Paraprofessionals will earn 10 prorated days of sick leave per year. Annual sick leave shall be credited on the first day of each contract year to each employee.

Subd. 2. Unused sick leave days may accumulate to a maximum of 250 days of sick leave per employee.

Subd. 3. If an employee is absent for personal illness in excess of three days, the school district may require that the illness be certified by the attending physician and permission given by the physician for the employee to return to work.

Subd. 4. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 5. Sick leave pay shall be approved upon submission of signed request upon the authorized sick leave pay request form available at the office.

Subd. 6. Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the district with a physician's statement certifying the dates of disability.

Subd. 7. Up to ten days of sick leave may be used by a father or a non child-bearing co-parent upon the birth of a child. Leave must be used within eight weeks of birth or adoption.

- Subd. 3. An employee required by the court to appear in non-school related cases not covered in Subdivision 2 shall have emergency leave available.
- Subd. 4. Requests for exception to such deductions shall be submitted in writing to, and subject to the approval of the Superintendent or the Superintendent's designated agent.
- Subd. 5. To the extent that per diem payments are received, the salary paid shall be reduced in like amount.
- Subd. 6. Employees subpoenaed to serve on jury duty shall not have monies or leave time deducted for the days served. The per diem amount paid by the court for such service minus expenses shall be remitted to the district.

Section 4. Personal Leave: Personal Leave shall be earned at the rate of 2 days per year. Employees who have been with the district for more than five years will receive one extra personal day per year. There will be no salary deduction for personal leave time used. Personal Leave may be taken in hourly increments.

Subd. 1. Requests to the supervising administrator shall normally be made at least five working days in advance of the anticipated absence.

Subd 2. Annual Personal Leave Reward: Employees working 30 hours a week or more for a full contract year are eligible for an annual personal leave reward. Those employees with 2 or more personal days remaining at the end of the school year will have a district contribution of up to \$200 based on FTE into their Health Care Savings Plan.

The reward will be deposited into the individual employee's Health Care Savings Plan at the end of the school year.

Section 5. Short-Term Leaves:

Subd. 1. Short-term leave shall be without pay.

Subd. 2. Short-term leave shall be requested only if personal leave has been exhausted or is not available.

Subd. 3. Short-term leave shall be granted only in extraordinary circumstances as determined by the Superintendent or the Superintendent's designated agent.

Subd. 4. Short-term leave shall be allowed up to 10 working days.

Subd. 5. Requests for short-term leave shall be in writing to the supervising administrator a minimum of 15 working days prior to the beginning of desired leave. The supervising administrator shall then transmit the request, with recommendation, to the Superintendent or the Superintendent's designated agent for final action. The response from the district will be sent to the employee within a timely manner.

Subd. 6. Short-term leave shall usually be limited to once each four-year period of employment.

Section 6. Union Leave: Designated union members shall be granted up to 140 hours biannually for attendance at conferences, conventions and negotiations, including mediation during negotiations year. Stewards will be allowed to leave their job sites to conduct union business related to employee discipline/grievances, provided that they ask permission from their supervising administrator. Supervising administrators will be notified annually of stewards by name.

Section 8. Termination: Upon termination of an employee for any reason, all sick leave or emergency leave, current or accumulative, shall be automatically canceled. However, an employee who resigns for any reason and returns to the school district within three years shall retain all annual sick leave and emergency leave accumulated from previous years.

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

Section 10. Long-Term Leave:

Subd. 1. An individual employee may be granted a leave of absence without pay for up to one employment year. Applications must be filed with Human Resources no later than April 1 with the effective date of the leave to be July 1 or the first employment day for the following year.

Subd. 2. If an employee is eligible for Medical Insurance and the leave is granted, the employee shall have the right to Medical Insurance and Life Insurance for a period not to exceed 12 months, provided that the cost of such coverage is assumed by the individual employee.

Subd. 3. Employees on long-term leave must on or before March 1 of their leave year, resign or commit to return for the beginning of their next employment year. Failure to do either shall constitute a resignation, which shall be effective immediately. Long-term leave status shall not prohibit the person on long-term leave from being considered for reduction in force.

Subd. 4. If the leave is extended by Board action, then the employee shall have the right to continued insurance coverage for the duration of the leave extension.

Section 11. Sick Leave Bank: Employees may contribute up to 40 hours of sick leave to a "sick leave bank." The maximum amount that may be contributed is 2080 hours.

An Employee who is applying for long-term disability benefits may be eligible to use the sick leave bank after their own sick leave is exhausted. Use of the sick leave bank is restricted to the employee's absence during the LTD waiting period up to 30 days and is restricted to absences during the LTD wait period and will be paid retroactively up to a maximum of 30 days.

District will include sick leave bank hours in the monthly October-May reports and before back to school report to the union.

Section 12. Family Medical Leave Act: The Family Medical Leave Act is available to eligible Paraprofessionals and Media Technology Group employees under the provisions of Federal Statute. See FMLA summary information in Addendum 1 of this contract for a description of the leave provisions.

Section 13. Religious Holiday Observance: Up to three official religious holidays during the school year may be granted under the following conditions:

A. Written application is made indicating the religious day to be observed one week in advance of the desired day of leave to the principal or supervising administrator.

B. Such day is a scheduled duty day.

- Section 5. Liability Insurance: The school district shall provide liability insurance pursuant to the limits of the school district liability policy.
- Section 6. Duration of Insurance Contribution: An employee is eligible for school district contribution as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district contribution shall cease.
- Section 7. Eligibility: Such benefits shall not apply to employees employed for a lesser period of time, except employees working 20-29 hours per week per year may purchase medical and dental coverage at their own expense through payroll deduction.
- Section 8. Long Term Substitute Insurance Eligibility: When the duration of a long term sub assignment is known to exceed 60 paid days, then the long term sub becomes eligible for benefits when the assignment begins. When the duration of a long term sub assignment is unknown and subsequently becomes known to exceed 60 paid days, then the long term sub becomes eligible for benefits at the time the assignment duration becomes known to exceed 60 paid days or when the duration exceeds 60 paid days.
- Section 9. Dental Insurance: The School Board shall contribute the following amounts for dental coverage for employees employed 30 hours or more per week. Enrollment is required for eligible employees who wish to be covered.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Eligible employees may enroll in the dental plan during the open enrollment period and thereafter as eligibility permits.

Employees working 20-29 hours per week per year may purchase dental insurance at their own expense through payroll deduction.

The employer paid amount for single coverage may be applied toward the family premium. Persons employed 30 hours per week or more may purchase family coverage at their own expense through payroll deduction.

District Monthly Dental Contribution	2026-27	2027-28
Dependent Coverage (30 hours or more per week)	\$40.00	\$40.00
Single Coverage (30 hours or more per week)	\$40.00	\$40.00

ARTICLE XIV

INCLEMENT WEATHER DAYS

Inclement Weather Days: In the event that a school day or workshop day is officially cancelled due to severe weather, non time-carded employees shall not be required to report for duty on that day and shall be paid. In the event the School Board or its designated representative shall determine that a school day or workshop day lost due to severe weather shall be made up, school year employees shall perform duties on that make-up day without pay. Employees who time-card will not be paid for inclement weather days. If dates are made-up, the time-carded employee will time-card for any time worked on a make-up day.

If a snow day or inclement weather occurs and the Superintendent closes the schools, employees on a scheduled personal day will not have a salary deduction or that time processed from their personal leave account.

ARTICLE XVIII

WORKPLACE ENVIRONMENTS/ PROTECTION

Section 1. Employees shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being or that of students.

Section 2. Employees shall not be subjected to harassment, inappropriate behavior, or intimidation by a parent or any other person in the performance of their duties. Employees shall report such prohibited behavior to their supervisor and/or human resources.

Section 3. Safe Facilities Environment: The School District shall maintain uniform standards of safety throughout all the district facilities to provide a safe environment.

Section 4. An employee who is unable to perform duties due to an injury that results in incapacitation for performance of duties, shall be granted leave without loss of pay for a period not to exceed five (5) days when injury is a result of an assault provided that they acted professionally and with appropriate precautions. In no case shall the combined benefits paid to the employee from Workers' Compensation and the use of this leave exceed the employee's regularly scheduled salary of the period of leave used.

Section 5. The District shall reimburse employees for any personal property (excluding personal technology) damaged by a student up to \$200 per incident not covered under workers' compensation while an employee is performing their duties. The employee must submit a claim to the supervising administrator for initial approval. Once approval is received from supervising administrator then human resources and finance will approve to reimburse via payroll.

Section 6. Please refer to ISD 623 policies on the school district website in regard to workplace safety and contact Human Resources regarding benefits and compensation questions related to workplace injuries.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employer may be represented during any step of the procedure by any person or agent delegated by such party to act in its behalf. The employees may designate only the Exclusive Representative to act on their behalf. The Union will be notified of any grievance resolution reached with individual employees.

Section 3. Definitions and Interpretations:

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

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period

either party may request the PERB to appoint an arbitrator, pursuant to M.S. §179A.21, Subd. 2, provided such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearings: 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 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 by in the P.E.L.R.A.

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 shall be made of the hearing at the request of either party. The parties shall share equally, fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript, if requested, shall be at the expense of the requesting party.

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 procedures as outlined herein. In considering any issue in dispute in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

Subd. 8. The employer will not discriminate against any employee because of that employee's filing or processing a grievance pursuant to the provisions set forth in this Article.

Section 8. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive 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.

ARTICLE XX

DURATION OF AGREEMENT

- Section 3. Effect of Laws, Rules, and Regulations: The Union recognizes that all employees covered by this Agreement shall perform the duties prescribed by the school district and shall be governed by the laws of the State of Minnesota, and by school district rules, regulations, directives, and orders, issued by properly designated officials of the school district. The Union 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.
- 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.

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

For AFSCME COUNCIL NO. 5
LOCAL 1129

For Independent School District No. 623

AFSCME Local #1129, President

Board Chairperson

Kyle Smith
AFSCME Council 5 Field Representative

Dr. Jenny Loeck, Superintendent

AFSCME Council 5, State Field Director

Kenyatta McCarty, District Negotiator

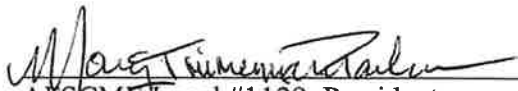
Dated this 18th day of August, 2026

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For AFSCME COUNCIL NO. 5
LOCAL 1129

For Independent School District No. 623

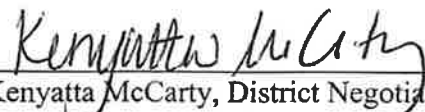

AFSCME Local #1129, President


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